

HALL LADD R
Form 4
June 02, 2009

FORM 4

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

OMB APPROVAL

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Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person *
HALL LADD R

(Last) (First) (Middle)
1915 REXFORD ROAD
(Street)

CHARLOTTE, NC 28211

(City) (State) (Zip)

2. Issuer Name and Ticker or Trading Symbol
NUCOR CORP [NUE]

3. Date of Earliest Transaction (Month/Day/Year)
06/01/2009

4. If Amendment, Date Original Filed(Month/Day/Year)

5. Relationship of Reporting Person(s) to Issuer

(Check all applicable)

____ Director _____ 10% Owner
 Officer (give title below) _____ Other (specify below)
Executive Vice President

6. Individual or Joint/Group Filing(Check Applicable Line)
 Form filed by One Reporting Person
____ Form filed by More than One Reporting Person

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)	4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)	5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Ownership (Instr. 4)
			Code	V	Amount or Price		
Common Stock	06/01/2009		A		1,897 (1)	A	\$ 0 97,528 D
Common Stock	06/01/2009		A		7,591 (2)	A	\$ 0 105,119 D
Common Stock	06/01/2009		F		457	D	\$ 43.91 104,662 D
Common Stock							54,491 I Spouse

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

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(9-02)

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned
(e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)	5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)	6. Date Exercisable and Expiration Date (Month/Day/Year)	7. Title and Amount of Underlying Securities (Instr. 3 and 4)	8. Price of Derivative Security (Instr. 5)	9. Number of Derivative Securities Beneficially Owned (Instr. 5)
				Code	V (A) (D)	Date Exercisable	Expiration Date	Title	Amount or Number of Shares

Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
HALL LADD R 1915 REXFORD ROAD CHARLOTTE, NC 28211			Executive Vice President	

Signatures

/s/ Kelly J. Wilmoth, attorney-in-fact for Mr. Hall
 Date: 06/02/2009
 **Signature of Reporting Person

Explanation of Responses:

- * If the form is filed by more than one reporting person, see Instruction 4(b)(v).
 - ** Intentional misstatements or omissions of facts constitute Federal Criminal Violations. See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).
- (1) The shares of common stock reported are issuable to the reporting person upon vesting of restricted stock units that represent the right to receive one share of common stock. The restricted stock units vest in three annual installments commencing on June 1, 2010, subject to acceleration upon the date of termination of the reporting person's employment with the company by reason of death, disability or retirement or upon a change in control of the company. The company will issue the shares of common stock represented by the units to the reporting person or, if applicable, his or her estate, as soon as administratively practicable after the units become vested.
- (2) The shares of common stock reported are issuable to the reporting person upon vesting of restricted stock units that represent the right to receive one share of common stock. The restricted stock units vest upon the date of termination of the reporting person's employment with the company by reason of death, disability or retirement or upon a change in control of the company. The company will issue the shares of common stock represented by the units to the reporting person or, if applicable, his or her estate, as soon as administratively practicable after the units become vested.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

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Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. (c) any one Person, or more than one Person acting as a group (including owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company, but not including Persons solely because they purchase or own stock of the Company at the same time or as a result of the same public offering), acquires ownership of stock of the Company that, together with stock held by such Person or group, constitutes more than fifty percent (50%) of the total voting power of the stock of the Company, but only if such Person or group was not considered to own more than fifty percent (50%) of the total voting power of the stock of the Company prior to such acquisition; or

(d) any one Person, or more than one Person acting as a group (including owners of a corporation that enters into a merger, consolidation, purchase or acquisition of assets, or similar business transaction with the Company, but not including Persons solely because they purchase assets of the Company at the same time), acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person or group) assets from the Company that have a total gross fair market value (determined without regard to any liabilities associated with such assets) equal to or more than ninety percent (90%) of the total gross fair market value of all of the assets of the Company (determined without regard to any liabilities associated with such assets) immediately before such acquisition or acquisitions, except where the assets are transferred to (i) a shareholder of the Company (immediately before the asset transfer) in exchange for or with respect to its stock, (ii) an entity, fifty percent (50%) or more of the total value or voting power of which is owned, directly or indirectly, by the Company immediately after the asset transfer, (iii) a Person, or more than one Person acting as a group, that owns, directly or indirectly, fifty percent (50%) or more of the total value or voting power of all the outstanding stock of the Company immediately after the asset transfer, or (iv) an entity, at least fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by a Person described in subsection (d)(iii) above, immediately after the asset transfer.

Notwithstanding anything to the contrary in the foregoing, a transaction shall not constitute a Change in Control if it is effected for the purpose of changing the place of incorporation or form of organization of the ultimate parent entity (including where the Company is succeeded by an issuer incorporated under the laws of another state, country or foreign government for such purpose and whether or not the Company remains in existence following such transaction) where all or substantially all of the persons or groups that beneficially own all or substantially all of the combined voting power of the Company's voting securities immediately prior to the transaction beneficially own all or substantially all of the combined voting power of the Company's voting securities in substantially the same proportions of their ownership after the transaction.

"Code" means the U.S. Internal Revenue Code of 1986, as amended from time to time and any applicable rulings and regulations promulgated thereunder, and any reference to a section of the Code includes any successor provision of the Code.

"Committee" means the Compensation & Benefits Committee of the Board.

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"**Common Stock**" means the common stock of the Company, par value \$0.01 per share, or another class of shares or other securities that may be applicable in accordance with Section 4(c).

"**Company**" means The Dun & Bradstreet Corporation, a Delaware Corporation, or any successor of the Company.

"**Date of Grant**" means the date on which all corporate actions necessary to approve the grant of an Award to a Non-Employee Director under the Plan have been completed.

"**Director**" means a member of the Board.

"**Disability**" a medically determinable physical or mental impairment rendering a Non-Employee Director substantially unable to function as a member of the Board and which constitutes a permanent and total disability, as determined in the sole discretion of the Board (excluding any Director whose own Disability is at issue in a given case) based upon such evidence as it deems necessary and appropriate. A Non-Employee Director shall not be considered disabled unless he or she furnishes such medical or other evidence of the existent of Disability as the Board, in its sole discretion, may require. Notwithstanding the foregoing, with respect to an Award that is subject to Section 409A where the Award to be paid or settled upon termination of service as a result of the Non-Employee's Disability, solely for purposes of determining the timing of payment, no such termination will constitute a Disability for purposes of the Plan or any Award Agreement unless such event also constitutes a "disability" within the meaning of Section 409A.

"**Dividend Equivalent**" means, with respect to Shares subject to Awards, a right to an amount equal to dividends declared on an equal number of issued and outstanding Shares.

"**Effective Date**" means the date that the shareholders of the Company approve the Plan, as submitted to the shareholders of the Company at the 2018 Annual Meeting.

"**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended from time to time, or any successor act thereto.

"**Exercise Period**" means the period during which a SAR or Option is exercisable, as set forth in the related Award Agreement.

"**Exercise Price**" means the price at which a Share may be purchased by a Non-Employee Director pursuant to an Option or the base price against which the appreciation will be measured pursuant to a SAR, as determined by the Board and set forth in an Award Agreement. Other than in connection with Substitute Awards (which Exercise Price shall also be determined in accordance with Section 409A of the Code), the exercise price per Share shall not be less than 100% of the Fair Market Value of a Share on the Date of Grant of the Option or SAR.

"**Fair Market Value**" of a Share as of any date means: on a given date, the arithmetic mean of the high and low prices of the Shares as reported on such date on the Composite Tape of the principal national securities exchange on which such Shares are listed or admitted to trading, or, if no Composite Tape exists for such national securities exchange on such date, then on the principal national securities exchange on which such Shares are listed or admitted to trading, or, if the Shares are not listed or admitted on a national securities exchange, the arithmetic mean of the per Share closing bid price and per Share closing asked price on such date as quoted on the New York Stock Exchange (or such market in which such prices are regularly quoted), or, if there is no market on which the Shares are regularly quoted, the Fair Market Value shall be the value established by the Board in good faith in

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accordance with Section 1.409A-1(b)(5)(iv)(B) of the Treasury Regulations (or any similar provision(s)). If no sale of Shares shall have been reported on such Composite Tape or such national securities exchange on such date or quoted on the New York Stock Exchange on such date, then the immediately preceding date on which sales of the Shares have been so reported or quoted shall be used.

"Non-Employee Director" means a Director who is not an employee of the Company or any of its Subsidiaries.

"Option" means an option to purchase Shares, granted pursuant to Section 9, which is not intended to qualify as an "incentive stock option" under Section 422 of the Code.

"Prior Plan" means the 2000 Dun & Bradstreet Corporation Non-Employee Directors' Stock Incentive Plan, as amended from time to time.

"Restricted Stock" means a Share subject to transfer restrictions granted pursuant to Section 7.

"Restricted Stock Unit" or **"RSU"** means a right representing the right to receive Shares or the equivalent thereof in cash, pursuant to Section 8 hereof.

"Retirement" means except as otherwise provided in an Award Agreement, a termination of a Non-Employee Director's service on the Board after such Non-Employee Director has attained age 70, regardless of the length of such Non-Employee Director's service; or, with the prior written consent of the Board (excluding any member thereof whose own Retirement is at issue in a given case), a termination of a Non-Employee Director's service on the Board at an earlier age after the Non-Employee Director has completed six or more years of service with the Company.

"Section 409A" means Section 409A of the Code, the corresponding treasury regulations and such other guidance as may be issued from time to time.

"Share" means a share of Common Stock.

"Stock Appreciation Right" or **"SAR"** means a right, granted alone or in connection with a related Option, designated as a SAR, to receive a payment based on the appreciation in value of the Shares subject to the SAR, on the day the right is exercised, pursuant to Section 9 hereof.

"Subsidiary" means any subsidiary corporation of the Company that is controlled by, or is under common control with, the Company.

"Substitute Awards" shall mean Awards granted or Shares issued by the Company in assumption of, or in substitution or exchange for, awards previously granted, or the right or obligation to make future awards, by a company acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines.

"Tax-Related Items" means any U.S. federal, state, and/or local taxes and any taxes imposed by a jurisdiction outside the U.S. (including, without limitation, income tax, social insurance and similar contributions, payroll tax, fringe benefits tax, payment on account, employment tax, stamp tax and any other taxes related to participation in the Plan and legally applicable to a Non-Employee Director, including any employer liability for which the Non-Employee Director is liable pursuant to Applicable Laws or the applicable Award Agreement).

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3. Administration

(a) **Board Administration.** The Plan shall be administered by the Board, which may delegate its duties and powers in whole or in part to the Committee or such other subcommittee of the Board.

(b) **Authority of the Board.** Subject to the terms and conditions of the Plan, the Board shall have full power and discretionary authority to: (a) determine the size and types of Awards; (b) approve forms of Award Agreements for use under the Plan; (c) determine the terms and conditions of each Award, including without limitation, and to the extent applicable, the Exercise Price, the Exercise Period, vesting conditions, any vesting acceleration, waiver of forfeiture restrictions, and any other term or condition regarding any Award or its related Shares; (d) construe and interpret the Plan and any agreement or instrument entered into pursuant to the Plan; (e) establish, amend or waive rules and regulations for the Plan's administration; (f) amend the terms and conditions of any outstanding Award and any instrument or agreement relating to an Award (subject to the provisions of Section 14); (g) delay issuance of Shares or suspend a Non-Employee Director's right to exercise an Award as deemed necessary to comply with Applicable Laws; (h) authorize any person to execute, on behalf of the Company, any agreement or instrument required to carry out the Plan purpose; (i) correct any defect, supply any omission, or reconcile any inconsistency in the Plan, any Award, or any instrument or agreement relating to an Award, in the manner and to the extent it shall deem desirable to carry the Plan into effect; (j) adopt such plans or subplans as may be deemed necessary or appropriate to comply with the laws of other countries, allow for tax-preferred treatment of Awards or otherwise provide for the participation by Non-Employee Directors who reside outside the U.S.; and (k) make any and all determinations which it determines to be necessary or advisable for the Plan administration.

(c) **Decisions Binding.** All determinations and decisions made by the Board pursuant to the Plan and all related orders or resolutions of the Board shall be final, conclusive and binding on all persons interested in the Plan or an Award. The Board shall consider such factors as it deems relevant to making its decisions, determinations and interpretations, including, without limitation, the recommendations or advice of any Director, officer or employee of the Company or a Subsidiary and such agents, attorneys, consultants and accountants as it may select. The Board's determinations under the Plan need not be the same for all persons. A Non-Employee Director or other holder of an Award may contest a decision or action by the Board with respect to such person or Award and only on the grounds that such decision or action was arbitrary or capricious or was unlawful.

(d) **Indemnification.** No member of the Board (each such person, an "**Indemnifiable Person**") shall be liable for any action taken or omitted to be taken or any determination made with respect to the Plan or any Award (unless constituting fraud or a willful criminal act or omission). Each Indemnifiable Person shall be indemnified and held harmless by the Company against and from any loss, cost, liability, or expense (including attorneys' fees) that may be imposed upon or incurred by such Indemnifiable Person in the manner provided in the Company's by-laws as may be amended from time to time. In the performance of their responsibilities with respect to the Plan, such individuals shall be entitled to rely upon information and advice furnished by the Company's officers, agents, attorneys, consultants and accountants and any other party deemed necessary or appropriate, and no such individual shall be liable for any action taken or not taken in reliance upon any such advice. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which an Indemnifiable Person may be entitled, or any power that the Company may have to indemnify them or hold them harmless.

(e) **Construction and Interpretation.** Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations, and other decisions under or with respect to the Plan, any Award or any Award Agreement shall be within the sole and complete discretion of the Board.

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4. Shares Available

(a) Number of Shares. Subject to adjustments as provided in Section 4(c) hereof, the maximum aggregate number of Shares for all purposes under this Plan shall be the sum of (i) 150,000 Shares, plus (ii) the number of Shares available for issuance under the Prior Plan, as of the Effective Date (including Shares subject to awards granted under the Prior Plan that would otherwise subsequently become available for issuance under the Prior Plan upon forfeiture, cancellation, termination or any other reason under the terms of the Prior Plan). Shares issued under the Plan may consist, in whole or in part, of authorized and unissued Shares, treasury Shares or Shares reacquired by the Company in any manner, or a combination thereof.

(b) Share Counting. The number of Shares remaining available for issuance shall be reduced by the number of Shares subject to outstanding Awards. Notwithstanding anything in the Plan to the contrary, Shares subject to an Award will again be available for grant and issuance pursuant to the Plan to the extent the relevant Awards: (a) terminate by expiration, forfeiture, cancellation, or otherwise without the issuance of Shares, (b) are settled in cash in lieu of Shares, or (c), subject to Section 9(g) hereof, are surrendered, cancelled or exchanged for cash, the same type of Award or a different Award (or combination thereof). Shares subject to an Award may not again be made available for grant and issuance pursuant to the Plan if such Shares are: (w) subject to an Option or a stock-settled SAR and were not issued upon the net settlement or net exercise of such Option or SAR, (x) delivered to, or withheld by, the Company to pay the Exercise Price or satisfy Tax-Related Items with respect to an Option or SAR, (y) withheld by the Company to satisfy Tax-Related Items incurred in connection with other Awards, or (z) repurchased on the open market with the proceeds of an Option exercise. In addition, to the extent not prohibited by Applicable Laws, rules or regulations, Shares delivered or deliverable in connection with any Substitute Award shall not reduce the number of Shares authorized for grant pursuant to Section 4(a) above.

(c) Adjustments in Authorized Shares and Awards. In the event of any merger, amalgamation, reorganization, consolidation, recapitalization, stock dividend, bonus issues, extraordinary cash dividend, other distribution, stock split, reverse stock split, share consolidation or subdivision, spin-off, split-off or similar transaction or other change in corporate structure affecting the Shares or their value, such adjustments and other substitutions shall be made to the Plan and to Awards as the Board deems equitable or appropriate, including, without limitation, such adjustments in the aggregate number, class or kind of securities that may be delivered in the aggregate under the Plan, and/or the number, class, kind or Exercise Price of securities subject to outstanding Awards as the Board may determine to be appropriate; provided, however, that the number of Shares subject to any Award shall always be a whole number.

5. Eligibility

Only Non-Employee Directors shall be eligible to be granted Awards under the Plan.

6. Non-Employee Director Award Limits

Notwithstanding any provision to the contrary in the Plan or in any policy of the Company regarding compensation payable to a Non-Employee Director, the sum of the Date of Grant fair value (determined as of the Date of Grant in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718, or any successor thereto) of all Awards payable in Shares taken together with any cash fees payable to a Non-Employee Director as compensation for services as a Non-Employee Director during any calendar year shall not exceed \$1,500,000.

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7. Restricted Stock

(a) **Award of Restricted Stock.** The Board may grant Restricted Stock to a Non-Employee Director with such terms and provisions that the Board shall determine.

(b) **Terms of Restricted Stock.** Each Award of Restricted Stock shall be subject to an Award Agreement that shall set forth (a) the number of Shares subject to the Award, (b) the terms and conditions regarding the grant, vesting and forfeiture of the Restricted Stock and (c) such other terms and conditions as may be appropriate.

(c) **Vesting Conditions.** Awards of Restricted Stock shall be subject to such restrictions, if any, on transferability and other restrictions as the Board may impose (including, without limitation, limitations on the right to vote Restricted Stock or the right to receive dividends on the Restricted Stock). The restrictions, if any, may be based on the passage of time or the attainment of performance-based conditions or other conditions. These restrictions, if any, may lapse separately or in combination at such times, pursuant to such circumstances, in such installments, or otherwise, as the Board determines at the time of the grant of the Award or thereafter.

(d) **Shareholder Rights.** A Non-Employee Director shall have all rights of a shareholder as to the Shares of Restricted Stock (including the right to receive regular cash dividends and to vote). Dividends shall be subject to the same terms and conditions (including vesting) as the underlying Shares of Restricted Stock and shall be distributed to a Non-Employee Director upon vesting of such Shares. None of the Shares of Restricted Stock may be sold, transferred, assigned, pledged or otherwise encumbered or disposed of, unless such Shares have vested.

(e) **Issuance of Shares.** As soon as practicable following the grant of an Award, the Restricted Stock shall be registered in the Non-Employee Director's name in one or more stock certificates or book entry form in the discretion of the Company. If a certificate is issued it shall include such restrictions as the Company deems appropriate and shall be held by the Company until the restrictions lapse. On the date on which the Restricted Stock vests, all restrictions shall lapse and Shares shall be issued in such manner as the Company shall deem appropriate. If stock certificates are issued, such certificates shall be delivered to the Non-Employee Director or such certificates shall be credited to a brokerage account if the Non-Employee Director so directs; *provided, however*, that such certificates shall bear such legends as the Company deems necessary or advisable in order to comply with applicable U.S. federal or state securities laws or securities laws of a jurisdiction outside the U.S. or Company policy.

8. Restricted Stock Units

(a) **Award of Restricted Stock Units.** The Board may grant RSUs to a Non-Employee Director with such terms and provisions that the Board shall determine.

(b) **Terms of Restricted Stock Units.** Each Award of RSUs shall be subject to an Award Agreement that shall set forth (i) the number or a formula for determining the number of Shares subject to the Award, (ii) the terms and conditions regarding the grant, vesting and forfeiture of the RSUs and (iii) such other terms and conditions as may be appropriate.

(c) **Vesting Conditions.** The Board shall specify the date or dates on which the RSUs shall become fully vested and nonforfeitable, and may specify such conditions to vesting, if any, as it deems appropriate. The vesting conditions, if any, may be based on the passage of time or the attainment of performance-based conditions or other vesting conditions.

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(d) Settlement of Restricted Stock Units. The Board shall specify the settlement date applicable to each grant of RSUs, which date shall not be earlier than the date or dates on which the Restricted Stock Units shall become fully vested and nonforfeitable, or such settlement date may be deferred to any later date, subject to compliance with Section 409A of the Code, as applicable. On the settlement date, the Company shall, subject to Section 21 hereof and satisfaction of applicable Tax-Related Items (as further set forth in Section 20 hereof), transfer to the Non-Employee Director one Share for each RSU scheduled to be paid out on such date and not previously forfeited. Alternatively, settlement of an RSU may be made in cash (in an amount reflecting the Fair Market Value of the Shares that otherwise would have been issued) or any combination of cash and Shares, as determined by the Board, in its sole discretion, in either case, less applicable Tax-Related Items (as further set forth in Section 20 hereof). Until an RSU is settled, the number of RSUs shall be subject to adjustment pursuant to Section 4(c) hereof.

9. Options and Stock Appreciation Rights

(a) Award of Options and SARs. The Board may grant Options, SARs or both, to a Non-Employee Director with such terms and provisions as the Board shall determine.

(b) Terms of Options and SARs. Each Award of Options or SARs shall be subject to an Award Agreement that shall set forth (a) the term or duration of the Options or SARs, (b) the number of Shares subject to the Options or SARs, (c) the Exercise Price, (d) the Exercise Period and (e) such other terms and conditions as may be appropriate.

(c) Duration of Options and SARs. The Board shall determine the Exercise Period for each Option or SAR; *provided, however*, that no Option or SAR shall be exercisable later than the tenth (10th) anniversary of its Date of Grant.

(d) Vesting Conditions. The Board shall specify the date or dates on which the Options and SARs shall become vested and exercisable, and may specify such conditions to vesting, if any, as it deems appropriate. The vesting conditions, if any, may be based on the passage of time or the attainment of performance-based conditions or other vesting conditions.

(e) Payment of Option Exercise Price. The Board shall determine the methods by which the Exercise Price of an Option may be paid, including the following methods: (i) cash or check; (ii) surrender of Shares or delivery of a properly executed form of attestation of ownership of Shares as the Board may require (including withholding of Shares otherwise deliverable upon exercise of the Option) which have a Fair Market Value on the date of surrender or attestation equal to the aggregate Exercise Price (plus any Tax-Related Items, if applicable); (iii) through the delivery of a notice that the Non-Employee Director has placed a market sell order with a broker with respect to Shares then issuable upon exercise of the Option, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the Exercise Price (plus any Tax-Related Items, if applicable); *provided* that payment of such proceeds is then made to the Company upon settlement of such sale; (iv) by a "net exercise" arrangement pursuant to which the number of Shares issuable upon exercise of the Option shall be reduced by the largest whole number of Shares having an aggregate Fair Market Value that does not exceed the aggregate Exercise Price (plus any Tax-Related Items, if applicable), and any remaining balance of the aggregate Exercise Price (and/or applicable Tax-Related Items) not satisfied by such reduction in the number of whole Shares to be issued shall be paid by the Non-Employee Director in cash or other form of payment approved by the Board; (v) other property acceptable to the Board; or (vi) any combination of the foregoing methods of payment. The Award Agreement will specify the methods of paying the Exercise Price available to each Non-Employee Director.

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(f) Exercise of Options and SARs.

(i) Options and SARs shall be exercised by the delivery of a written notice of exercise to the Company or its designated agent, setting forth the number of Shares to be exercised with respect to the Options or SARs, payment of applicable withholding for Tax-Related Items, and, in the case of Options, accompanied by full payment of the Exercise Price. Full payment may consist of any consideration and method of payment authorized by the Board and permitted by the Award Agreement and the Plan.

(ii) Upon exercise of a SAR, a Non-Employee Director shall be entitled to receive payment from the Company in an amount equal to the product of: (a) the excess of (i) the Fair Market Value of a Share on the date of exercise over (ii) the Exercise Price of the SAR, multiplied by (b) the number of Shares with respect to which the SAR is exercised. At the discretion of the Board, payment upon the exercise of a SAR may be in cash, in Shares of equivalent value or in a combination thereof. The Board's determination regarding the form of SAR payout shall be set forth in an applicable Award Agreement.

(iii) Shares issued upon exercise of an Option or SAR shall be issued in the name of the Non-Employee Director. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to the Shares subject to an Option or SAR, notwithstanding the exercise of the Option or SAR. The Company shall issue (or cause to be issued) such Shares promptly after the Option or SAR is exercised. No adjustment shall be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 11 of the Plan.

(iv) If a Non-Employee Director ceases to provide service as a Non-Employee Director, including as a result of the Non-Employee Director's Retirement, death or Disability, the Non-Employee Director may exercise his or her Option or SAR within such period of time as is specified in the Award Agreement to the extent that the Option or SAR is vested on the date of termination (but in no event later than the expiration of the term of such Option or SAR as set forth in the Award Agreement). Unless otherwise provided by the Board, if on the date of termination of service as a Non-Employee Director, the Non-Employee Director is not vested as to his or her entire Option or SAR, the unvested portion of the Option or SAR shall be forfeited and the Shares covered by the unvested portion of the Option or SAR shall revert to the Plan. If, after termination of Service as a Non-Employee Director, the Non-Employee Director does not exercise his or her Option or SAR within the time specified by the Board, the Option or SAR shall terminate, and the Shares covered by such Option or SAR will revert to the Plan. To the extent the Option or SAR is exercisable following a Non-Employee Director's death, the Option or SAR may be exercised by such persons as may be specified in the Award Agreement, which may include any of the following: (i) the Non-Employee Director's designated beneficiary; *provided* that such designation is permitted under Applicable Laws and that such beneficiary has been designated before the Non-Employee Director's death in a form acceptable to the Company; (ii) the Non-Employee Director's legal representative or representatives; (iii) the person or persons entitled to do so pursuant to the Non-Employee Director's last will and testament; or (iv) if the Non-Employee Director fails to make testamentary disposition of the Option or SAR or dies intestate, by the person or persons entitled to receive the Option or SAR pursuant to the applicable laws of descent and distribution.

(g) **Restrictions on Repricing and Repurchases.** Other than in connection with a transaction described in Sections 4(c) and 15, without shareholder approval, (i) the Exercise Price of an Option or

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SAR may not be reduced, directly or indirectly, after the grant of the Award; (ii) an Option or SAR may not be cancelled in exchange for cash, other Awards, or Options or SARs with an Exercise Price that is less than the Exercise Price of the original Option or SAR; and (iii) the Company may not repurchase an Option or SAR for value (in cash, substitutions, cash buyouts, or otherwise) at any time when the Exercise Price of an Option or SAR is above the Fair Market Value of a Share.

10. Other Awards

Subject to limitations under Applicable Laws, the Board may grant such other Awards to Non-Employee Directors that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Shares as deemed by the Board to be consistent with the purposes of the Plan. The terms and conditions applicable to such other Awards shall be determined from time to time by the Board and set forth in an applicable Award Agreement.

11. Shareholder Rights; Dividend Equivalents

Except as provided in the Plan or an Award Agreement, no Non-Employee Director shall have, with respect to any Shares subject to an Award, any of the rights of a shareholder unless and until such Non-Employee Director has satisfied all requirements for exercise or vesting of the Award pursuant to its terms, Shares have actually been issued, restrictions imposed on the Shares, if any, have been removed, and the Shares are entered upon the records of the duly authorized transfer agent of the Company. The recipient of an Award (other than Options and SARs) may be entitled to receive Dividend Equivalents, and the Board may provide that such amounts (if any) shall be deemed to have been reinvested in additional Shares or otherwise reinvested and subject to vesting and forfeiture to the same extent as the underlying Award; *provided, however*, that Dividend Equivalents shall only become payable if and to the extent the underlying Award vests, regardless of whether or not vesting is contingent upon continued service.

12. Restriction on Transfer of Awards; Restriction on Transfer of Shares

(a) Except as may be provided by the Board, no Award and no right under any such Award, shall be assignable, alienable, saleable, or transferable by a Non-Employee Director otherwise than by will or by the laws of descent and distribution; *provided, however*, that the Board may, subject to Applicable Laws, rules and regulations and such terms and conditions as it shall specify, permit the transfer of an Award for no consideration to a permitted transferee. Each Award, and each right under any Award, shall be exercisable, during the Non-Employee Director's lifetime, only by the Non-Employee Director or, if permissible under Applicable Laws, by the Non-Employee Director's guardian or legal representative. No Award and no right under any such Award, may be pledged, alienated, attached, or otherwise encumbered, and any purported pledge, alienation, attachment, or encumbrance thereof shall be void and unenforceable against the Company or any Subsidiary.

(b) The Board may impose such restrictions on any Shares acquired pursuant to an Award as it may deem advisable, including, without limitation, restrictions to comply with Applicable Laws.

13. Term

The Plan shall become effective on the Effective Date and shall continue in effect until it is terminated in accordance with Section 14. No Awards shall be granted under the Plan after the Plan has been terminated. However, the termination of the Plan shall not affect Awards made on or prior to the date the Plan was terminated, which Awards shall remain outstanding subject to the terms of the Plan.

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14. Amendments; Termination

(a) The Board may at any time and from time to time alter, amend, suspend or terminate the Plan in whole or in part; *provided, however*, that any amendment which under the requirements of Applicable Laws must be approved by the shareholders of the Company shall not be effective unless and until such shareholder approval has been obtained in compliance with such Applicable Laws.

(b) No termination or amendment of the Plan that would materially and adversely affect a Non-Employee Director's rights under the Plan with respect to any Award made prior to such action shall be effective as to such Non-Employee Director unless he or she consents thereto in writing.

15. Corporate Transactions

(a) *Authority of the Company and Shareholders.* The existence of the Plan or Awards hereunder shall not affect or restrict in any way the right or power of the Company or the shareholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, any merger, amalgamation or consolidation of the Company, any issue of stock or of options, warrants or rights to purchase stock or of bonds, debentures, preferred or prior preference shares whose rights are superior to or affect the Common Stock or the rights thereof or which are convertible into or exchangeable for Common Stock, or the winding up, dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(b) *Change in Control.* Unless the Board provides otherwise prior to the Change in Control, upon the occurrence of a Change in Control: (1) any restrictions and vesting requirements imposed on Restricted Stock or RSUs shall be deemed to have expired; (2) any and all outstanding and unvested Options and SARs shall become immediately vested and exercisable; and (3) any restrictions and vesting requirements imposed on any and all outstanding and unvested other Awards shall be deemed to have expired. The Board may, but shall not be obligated to, make provisions for a cash payment to the holder of an outstanding Award in consideration for the cancellation of such Award.

16. No Right to Re-election

Nothing in the Plan shall be deemed to create any obligation on the part of the Board to nominate any Non-Employee Director for re-election by the Company's shareholders, nor confer upon any Non-Employee Director the right to remain a member of the Board for any period of time, or at any particular rate of compensation.

17. Governing Law

To the extent not preempted by Federal law, the Plan, the Award Agreements and all agreements thereunder, shall be construed in accordance with, and subject to, the laws of the State of New Jersey applicable to contracts made and to be entirely performed in New Jersey and wholly disregarding any choice of law provisions that might otherwise be contrary to this express intent.

18. Unfunded Plan

The Plan is intended to be an unfunded plan for incentive compensation. With respect to any payments not yet made to a holder pursuant to an Award, nothing contained in the Plan or any Award Agreement shall give the holder any rights that are greater than those of a general creditor of the Company or any affiliate.

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19. Compliance with Rule 16b-3

It is the Company's intent that the Plan and the Awards comply in all respects with Rule 16b-3 of the Exchange Act, and any related regulations. If the consummation of any transaction under the Plan would result in the possible imposition of liability on a Non-Employee Director pursuant to Section 16(b) of the Exchange Act, the Board shall have the right, but shall not be obligated, to defer such transaction or the effectiveness of such action to the extent necessary to avoid such liability.

20. Tax-Related Items

The Company shall have the authority and the right to deduct or withhold, or to require a Non-Employee Director to remit to the Company, an amount sufficient to satisfy the obligation for Tax-Related Items with respect to any taxable or tax withholding event concerning a Non-Employee arising as a result of the Non-Employee's participation in the Plan or to take such other action as may be necessary or appropriate in the opinion of the Company to satisfy withholding obligations for the payment of Tax-Related Items by one or a combination of the following: (a) withholding from the Non-Employee Director's cash compensation; (b) withholding from the proceeds of sale of Shares underlying an Award, either through a voluntary sale or a mandatory sale arranged by the Company on the Non-Employee Director's behalf, without need of further authorization; or (c) in the Board's sole discretion, by withholding Shares otherwise issuable under an Award (or allowing the return of Shares) sufficient, as determined by the Board in its sole discretion, to satisfy such Tax-Related Items. No Shares shall be delivered pursuant to an Award to any Non-Employee Director or other person until the Non-Employee Director or such other person has made arrangements acceptable to the Board to satisfy the obligations for Tax-Related Items with respect to any taxable or tax withholding event concerning the Non-Employee Director or such other person arising as a result of an Award.

21. Requirements of Law

The making of Awards and the issuance of Shares shall be subject to all Applicable Laws, and to such approvals by any governmental agencies or national securities exchanges as may be required. The Company shall not be required to issue or deliver any certificates or make any book entries evidencing Shares pursuant to the exercise or vesting of any Award, unless and until the Board has determined, with advice of counsel, that the issuance of such Shares is in compliance with all Applicable Laws and, if applicable, the requirements of any exchange on which the Shares are listed or traded, and the Shares are covered by an effective registration statement or applicable exemption from registration. In addition to the terms and conditions provided in the Plan, the Board may require that a holder make such reasonable covenants, agreements and representations as the Board deems advisable in order to comply with any such Applicable Laws.

22. Section 409A Compliance

To the extent applicable, the Plan and Award Agreements shall be interpreted in accordance with Section 409A so as to avoid any adverse tax consequences under Section 409A. Notwithstanding any contrary provision in the Plan, an Award Agreement or an Award, if any provision of the Plan, an Award Agreement or an Award contravenes any regulations or guidance promulgated under Section 409A or would cause any person to be subject to additional taxes, interest and/or penalties under Section 409A, such provision of the Plan, an Award Agreement or an Award may (but is not required to) be modified by the Board without notice and consent of any person in any manner the Board deems reasonable or necessary. Nothing in this Plan or in an Award Agreement shall provide a basis for any person to take any action against the Company based on matters covered by Section 409A, including the tax treatment of any Awards, and the Company will not have any liability under any circumstances to the Non-Employee Director or any other party if the Award that is

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intended to be exempt from, or compliant with, Section 409A, is not so exempt or compliant or for any action taken by the Board with respect thereto.

23. Stated Periods of Time

In the event that any period of days, months or years set forth in the Plan ends on a date that is Saturday, Sunday or a public holiday in the United States or in any country outside the United States, if applicable to an Award, the end of such period shall be the first business day following such date.

24. No Rights to Awards

No Non-Employee Director or other person shall have any claim to be granted any Award, and there is no obligation for uniformity of treatment of Non-Employee Directors, or holders or beneficiaries of Awards. The terms and conditions of Awards and the Board's determinations and interpretations with respect thereto need not be the same with respect to each Non-Employee Director (whether or not such Non-Employee Directors are similarly situated).

25. Successors and Assigns

The Plan shall be binding on all successors and assigns of the Company and Non-Employee Directors, including without limitation, the estate of such Non-Employee Director and the executor, administrator or trustee of such estate, or any receiver or trustee in bankruptcy or representative of the Non-Employee Director's creditors.

26. Award Agreements

In the event of any conflict or inconsistency between the Plan and any Award Agreement, the Plan shall govern and the Award Agreement shall be interpreted to minimize or eliminate any such conflict or inconsistency.

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YOU CAN VOTE BY INTERNET OR TELEPHONE AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK It's fast, convenient, and your vote is immediately confirmed and tabulated. Most importantly, by using the Internet or telephone, you help D&B reduce postage and proxy tabulation costs. VOTE BY INTERNET - WWW.PROXYVOTE.COM Use the Internet to transmit your voting instructions and for electronic delivery of information up until 11:59 P.M. Eastern Time the day before the meeting date. Have your proxy card in hand when you access the website and follow the instructions to obtain your records and to create an electronic voting instruction form. VOTE BY TELEPHONE - 1-800-690-6903 (U.S. and Canada) Use any touch-tone telephone to transmit your voting instructions up until 11:59 P.M. Eastern Time the day before the meeting date. Have your proxy card in hand when you call and then follow the instructions. If you vote your proxy by Internet or by telephone, you do NOT need to mail back your proxy card. VOTE BY MAIL Mark, sign, date and promptly mail your proxy card in the enclosed postage-paid envelope, or return it to D&B, c/o Broadridge, 51 Mercedes Way, Edgewood, NY 11717. THE DUN & BRADSTREET CORPORATION 103 JFK PARKWAY SHORT HILLS, NJ 07078 TO VOTE, MARK BLOCKS BELOW IN BLUE OR BLACK INK AS FOLLOWS: E36439-P01513 KEEP THIS PORTION FOR YOUR RECORDS DETACH AND RETURN THIS PORTION ONLY THIS PROXY CARD IS VALID ONLY WHEN SIGNED AND DATED. THE DUN & BRADSTREET CORPORATION The Board of Directors recommends you vote FOR Proposals 1, 2, 3 and 4, and AGAINST Proposal 5. 1. Elect eight directors to the Board of Directors, each to serve for a one year term. Nominees: For Against Abstain For Against Abstain !! !!! 1a. Cindy Christy 1g. Randall D. Mott 1b. L. Gordon Crovitz 1h. Judith A. Reinsdorf 1c. James N. Fernandez 2. Ratify the appointment of our independent registered public accounting firm for 2018; 1d. Paul R. Garcia 3. Approve The Dun & Bradstreet Corporation 2018 Non-Employee Directors Equity Incentive Plan; 1e. Anastassia Lauterbach 4. Obtain advisory approval of our executive compensation (Say on Pay); and 1f. Thomas J. Manning 5. Vote on a shareholder proposal, if properly presented at the meeting, requesting the Board to take the steps necessary to amend the Company's governing documents to give holders in the aggregate of 10% of the Company's outstanding common stock the power to call a special meeting. ! For address changes and/or comments, please check this box and write them on the back where indicated. ! Yes ! No Please indicate if you plan to attend this meeting. Please sign exactly as your name(s) appear(s) hereon. When signing as attorney, executor, administrator, or other fiduciary, please give full title as such. Joint owners should each sign personally. All holders must sign. If a corporation or partnership, please sign in full corporate or partnership name by an authorized officer. Signature [PLEASE SIGN WITHIN BOX] Date Signature (Joint Owners) Date

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ADMISSION TICKET THE DUN & BRADSTREET CORPORATION Annual Meeting of Shareholders May 8, 2018 8:00 a.m. The Hilton Short Hills 41 JFK Parkway Short Hills, NJ 07078 Important Notice Regarding the Availability of Proxy Materials for the Annual Meeting: The Notice and Proxy Statement/Form 10-K/Annual Report is available at www.proxyvote.com. E36440-P01513 THE DUN & BRADSTREET CORPORATION Proxy Solicited on Behalf of the Board of Directors for the Annual Meeting of Shareholders to be held May 8, 2018 The undersigned hereby appoints Richard H. Veldran and Christie A. Hill, or either of them, proxies with full power of substitution, to represent and vote all the shares of Common Stock of The Dun & Bradstreet Corporation which the undersigned is entitled to vote at the Annual Meeting of Shareholders to be held on May 8, 2018, and at any adjournment thereof. The undersigned directs the named proxies to vote as directed on the reverse side of the card on the specified proposals and, in their discretion, on any other business which may properly come before said meeting. Shares credited to the undersigned in The Dun & Bradstreet Corporation 401(k) Plan and Moody's Corporation Profit Participation Plan will be voted by the Trustee in accordance with the voting instructions indicated on the reverse. If no voting instructions are received, the Trustee will vote the shares in direct proportion to the shares for which it has received timely voting instructions under such Plans, as described in the Proxy Statement. You are encouraged to specify your choices by marking the appropriate boxes (SEE REVERSE SIDE), but you need not mark any boxes if you wish to vote in accordance with the Board of Directors' recommendations. The named proxies cannot vote unless you sign and return this card or follow the applicable Internet or telephone voting procedures. (If you noted any Address Changes/Comments above, please mark corresponding box on the reverse side.) This proxy, when properly executed, will be voted as directed herein. If no direction is made, this proxy will be voted FOR Proposals 1, 2, 3 and 4, and AGAINST Proposal 5. Address Changes/Comments:

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*** Exercise Your Right to Vote *** Important Notice Regarding the Availability of Proxy Materials for the Shareholder Meeting to Be Held on May 8, 2018.
THE DUN & BRADSTREET CORPORATION You are receiving this communication because you hold shares in the company named above. This is not a ballot.
You cannot use this notice to vote these shares. This communication presents only an overview of the more complete proxy materials that are available to you on
the Internet. You may view the proxy materials online at www.proxyvote.com or easily request a paper copy (see reverse side). We encourage you to access and
review all of the important information contained in the proxy materials before voting, proxy materials and voting instructions. E36441-P01265 See the reverse
side of this notice to obtain Meeting Information Meeting Type:Annual Meeting For holders as of:March 15, 2018 Date:May 8, 2018Time: 8:00 AM ET Location:
The Hilton Short Hills 41 JFK Parkway Short Hills, NJ 07078

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Before You Vote How to Access the Proxy Materials Have the information that is printed in the box marked by the arrow XXXX XXXX XXXX XXXX (located on the by the arrow XXXX XXXX XXXX XXXX (located on the following page) in the subject line. How To Vote Please Choose One of the Following Voting Methods marked by the arrow XXXX XXXX XXXX XXXX (located on the following page) available and follow the instructions. E36442-P01265 Vote In Person: If you choose to vote these shares in person at the meeting, you must request a "legal proxy." To do so, please follow the instructions at www.proxyvote.com or request a paper copy of the materials, which will contain the appropriate instructions. Many shareholder meetings have attendance requirements including, but not limited to, the possession of an attendance ticket issued by the entity holding the meeting. Please check the meeting materials for any special requirements for meeting attendance. Vote By Internet: To vote now by Internet, go to www.proxyvote.com. Have the information that is printed in the box Vote By Mail: You can vote by mail by requesting a paper copy of the materials, which will include a voting instruction form. Proxy Materials Available to VIEW or RECEIVE: NOTICE AND PROXY STATEMENT/FORM 10-K/ANNUAL REPORT How to View Online: following page) and visit: www.proxyvote.com. How to Request and Receive a PAPER or E-MAIL Copy: If you want to receive a paper or e-mail copy of these documents, you must request one. There is NO charge for requesting a copy. Please choose one of the following methods to make your request: 1) BY INTERNET:www.proxyvote.com 2) BY TELEPHONE: 1-800-579-1639 3) BY E-MAIL*:sendmaterial@proxyvote.com * If requesting materials by e-mail, please send a blank e-mail with the information that is printed in the box marked Requests, instructions and other inquiries sent to this e-mail address will NOT be forwarded to your investment advisor. Please make the request as instructed above on or before April 24, 2018 to facilitate timely delivery.

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The Board of Directors recommends you vote FOR Proposals 1, 2, 3 and 4, and AGAINST Proposal 5. 1. Election of eight Directors Nominees: 1a. Cindy Christy
2. Ratify the appointment of our independent registered public accounting firm for 2018; Approve The Dun & Bradstreet Corporation 2018 Non-Employee
Directors Equity Incentive Plan; Obtain advisory approval of our executive compensation (Say on Pay); and 1b. L. Gordon Crovitz 3. 1c. James N. Fernandez 4.
1d. Paul R. Garcia 5. Vote on a shareholder proposal, if properly presented at the meeting, requesting the Board to take the steps necessary to amend the
Company's governing documents to give holders in the aggregate of 10% of the Company's outstanding common stock the power to call a special meeting. 1e.
Anastassia Lauterbach 1f. Thomas J. Manning 1g. Randall D. Mott 1h. Judith A. Reinsdorf E36443-P01265 Voting Items

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E36444-P01265 Voting Instructions

