MOODYS CORP /DE/

FORM 10-Q
(Quarterly Report)

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SECURITIES AND EXCHANGE COMMISSION

Washington, D. C. 20549

FORM 10-Q

(Mark one)

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

For the quarterly period ended June 30, 2000

OR

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

For the transition period from to

Commission file number 001-14037

THE DUN & BRADSTREET CORPORATION

(Exact name of registrant as specified in its charter)

Delaware	13-3998945
(State of Incorporation)	(I.R.S. Employer Identification No.)
One Diamond Hill Road, Murray Hill, NJ	07974
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code (908) 665-5000

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Sections 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes __X_ No ____

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date:

Title of Class	Shares Outstanding at June 30, 2000
Common Stock, par value $0.01 per share	162,099,357

THE DUN & BRADSTREET CORPORATION

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The Dun & Bradstreet Corporation and Subsidiaries
Consolidated Statements of Operations (Unaudited)

	Quarter Ended June 30,		Year-to-Date June 30,	
Amounts in millions, except per share data	2000	1999	2000	1999
Operating Revenues	$ 347.8	$ 349.8	$ 704.3	$ 703.8
Operating Costs:				
Operating Expenses	132.9	140.7	267.8	272.2
Selling and Administrative Expenses	140.4	134.8	279.0	285.7
Depreciation and Amortization	26.3	33.0	56.4	65.1
Reorganization Costs	2.2	-	2.2	-
Operating Costs	301.8	308.5	605.4	623.0
Operating Income	46.0	41.3	98.9	80.8
Non-Operating Expense - Net:				
Interest Income	1.0	0.5	1.8	1.0
Interest Expense	(2.9)	(1.2)	(4.0)	(2.0)
Minority Interest Expense	(5.6)	(5.6)	(11.2)	(11.2)
Other Expense - Net	(0.2)	(1.2)	(1.0)	(1.7)
Non-Operating Expense - Net	(7.7)	(7.5)	(14.4)	(13.9)
Income before Provision for Income Taxes	38.3	33.8	84.5	66.9
Provision for Income Taxes	17.2	13.9	36.4	27.6
Income from Continuing Operations	21.1	19.9	48.1	39.3
Income from Discontinued Operations, Net of Income Taxes of $30.1 and $56.6 in 2000 and $27.6 and $51.8 in 1999	46.8	46.5	87.6	87.5
Net Income	$ 67.9	$ 66.4	$ 135.7	$ 126.8
Basic Earnings Per Share of Common Stock:				
Continuing Operations	$ 0.13	$ 0.12	$ 0.30	$ 0.24
Discontinued Operations	0.29	0.29	0.54	0.53
Basic Earnings Per Share of Common Stock	$ 0.42	$ 0.41	$ 0.84	$ 0.77
Diluted Earnings Per Share of Common Stock:				
Continuing Operations	$ 0.13	$ 0.12	$ 0.30	$ 0.24
Discontinued Operations	0.29	0.28	0.53	0.52
Diluted Earnings Per Share of Common Stock	$ 0.42	$ 0.40	$ 0.83	$ 0.76
Dividends Paid Per Share of Common Stock	$ 0.185	$ 0.185	$ 0.370	$ 0.370
Weighted Average Number of Shares Outstanding:				
Basic	161.9	162.2	161.5	163.6
Diluted	163.3	164.8	162.8	166.2

The accompanying notes are an integral part of the consolidated financial statements.

The Dun & Bradstreet Corporation and Subsidiaries
Consolidated Balance Sheets (Unaudited)

Dollar amounts in millions, except per share data	June 30, 2000	December 31, 1999
Assets		
Current Assets		
Cash and Cash Equivalents	$ 54.8	$ 109.4
Accounts Receivable---Net of Allowance of $18.3 in 2000 and $17.4 in 1999	332.2	363.7
Other Current Assets	108.6	133.6
Total Current Assets	495.6	606.7
Non-Current Assets		
Property, Plant and Equipment, Net	221.4	240.3
Prepaid Pension Costs	242.9	217.2
Computer Software, Net	135.1	149.8
Goodwill, Net	148.8	166.6
Other Non-Current Assets	184.6	194.2
Total Non-Current Assets	932.8	968.1
Total Assets	$ 1,428.4	$ 1,574.8
Current Liabilities		
Notes Payable	$ 291.9	$ 126.2
Accrued Income Taxes	-	175.4
Other Accrued and Current Liabilities	305.9	382.2
Unearned Subscription Income	375.5	353.2
Total Current Liabilities	973.3	1,037.0
Pension and Postretirement Benefits	362.3	365.0
Net Liabilities of Discontinued Operations	35.8	222.8
Other Non-Current Liabilities	57.1	64.7
Contingencies (Note 7)		
Minority Interest	302.5	301.9
Shareholders' Equity		
Preferred Stock, $.01 par value per share, authorized---10,000,000 shares; --- outstanding---none		
Series Common Stock, $.01 par value per share, authorized---10,000,000 shares; --- outstanding---none		
Common Stock, $.01 par value per share, authorized---400,000,000 shares; --- issued---171,451,136 shares	1.7	1.7
Capital Surplus	226.5	237.3
Retained Earnings	(0.1)	(105.9)
Treasury Stock, at cost, 9,351,779 and 10,627,327 shares at June 30, 2000 and December 31, 1999, respectively	(291.4)	(330.2)
Cumulative Translation Adjustment	(200.9)	(181.1)
Minimum Pension Liability	(38.4)	(38.4)
Total Shareholders' Equity	(302.6)	(416.6)
Total Liabilities and Shareholders' Equity	$ 1,428.4	$ 1,574.8

The accompanying notes are an integral part of the consolidated financial statements.

The Dun & Bradstreet Corporation and Subsidiaries
Consolidated Statements of Cash Flows (Unaudited)
Six Months Ended June 30,

Dollar amounts in millions	2000	1999
Cash Flows from Operating Activities:		
Net Income	$ 135.7	$126.8
Less:		
Net Income from Discontinued Operations	87.6	87.5
Income from Continuing Operations	48.1	39.3
Reconciliation of Net Income to Net Cash (Used In) Provided by Operating Activities:		
Depreciation and Amortization	56.4	65.1
Restructuring Payments	(11.7)	-
Postemployment Benefit Payments	(2.3)	(6.5)
Net Decrease in Accounts Receivable	18.0	2.1
Deferred Income Taxes	(4.6)	(6.0)
Accrued Income Taxes	(174.7)	3.0
(Decrease) Increase in Long Term Liabilities	(7.3)	6.5
Increase in Other Long Term Assets	(19.9)	(5.7)
Net Decrease (Increase) in Other Working Capital Items	44.7	(14.1)
Other	6.8	9.4
Net Cash (Used in) Provided by Operating Activities:		
Continuing Operations	(46.5)	93.1
Discontinued Operations	(75.8)	100.4
Net Cash (Used in) Provided by Operating Activities	(122.3)	193.5
Cash Flows from Investing Activities:		
Proceeds from Sales of Marketable Securities	1.2	13.4
Payments for Marketable Securities	(1.1)	(13.6)
Capital Expenditures	(15.2)	(18.4)
Additions to Computer Software and Other Intangibles	(22.5)	(42.4)
Net Cash Used in Investing Activities of Discontinued Operations	(23.7)	(3.4)
Other	5.5	4.5
Net Cash Used in Investing Activities	(55.8)	(59.9)
Cash Flows from Financing Activities:		
Payment of Dividends	(59.8)	(60.5)
Payments for Purchase of Treasury Shares	(3.5)	(215.6)
Net Proceeds from Stock Plans	22.9	36.8
Increase in Commercial Paper Borrowings	167.1	92.8
Decrease in Other Short-Term Borrowings	-	(1.0)
Other	(1.5)	1.0
Net Cash Provided by (Used in) Financing Activities	125.2	(146.5)
Effect of Exchange Rate Changes on Cash and Cash Equivalents	(1.7)	(0.9)
Decrease in Cash and Cash Equivalents	(54.6)	(13.8)
Cash and Cash Equivalents, Beginning of Year	109.4	86.7
Cash and Cash Equivalents, Six Months Ended	$ 54.8	$ 72.9

The accompanying notes are an integral part of the consolidated financial statements.

THE DUN & BRADSTREET CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Note 1 - Interim Consolidated Financial Statements

These interim consolidated financial statements have been prepared in accordance with the instructions to Form 10-Q and should be read in conjunction with the consolidated financial statements and related notes in the 1999 Annual Report on Form 10-K of The Dun & Bradstreet Corporation's (the "Company" or "D&B"). The consolidated results for interim periods are not necessarily indicative of results for the full year or any subsequent period. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation of financial position, results of operations and of cash flows at the dates and for the periods presented have been included.

Effective January 1, 2000, responsibility for the management of the D&B operating company's Canadian business was moved from its Asia Pacific and Latin America segment ("D&B APLA") to its U.S. segment (now called "D&B North America") to take advantage of marketing synergies between the U.S. and Canada. As such, in accordance with Statement of Financial Accounting Standards ("SFAS") No. 131, "Disclosures about Segments of an Enterprise and Related Information," prior year's segment information has been restated to reflect the change. Certain other prior-year amounts have been reclassified to conform to the 2000 presentation.

Note 2 - Reorganization Plan

On December 15, 1999, D&B announced a plan to separate into two independent, publicly traded companies - The New D&B Corporation ("New D&B") and Moody's Corporation ("Moody's"). The separation will be accomplished through a tax-free distribution to shareholders of D&B (the "Distribution") of all of the shares of common stock of a newly formed, wholly owned subsidiary corporation (New D&B) comprising the business of the D&B operating company. In connection with the Distribution, D&B will complete an internal reorganization so that, at the time of the Distribution, the business of New D&B will consist solely of the business of supplying business, purchasing, credit and marketing information products and services as well as receivable management services (the "New D&B Business") and the business of D&B will consist solely of the business of providing ratings and related research and risk management services (the "Moody's Business"). At the time of the Distribution, D&B will be renamed "Moody's Corporation" and New D&B will succeed to the name "The Dun & Bradstreet Corporation." Shares of common stock of D&B will represent a continuing interest in the Moody's Business. D&B expects to complete the Distribution by the end of the third quarter of 2000.

D&B received a ruling letter from the Internal Revenue Service (the "IRS") on June 15, 2000, that the receipt by D&B shareholders of the New D&B Common Stock in the Distribution would be tax-free to such stockholders and D&B for Federal income tax purposes, except to the extent that cash is received in lieu of fractional shares of New D&B Common Stock.

For purposes of, among other things, governing certain of the ongoing relations between New D&B and Moody's as a result of the Distribution as well as to allocate certain tax, employee benefit and other liabilities arising prior to the Distribution, the companies will enter into various agreements, including a Distribution Agreement, Tax Allocation Agreement, Employee Benefits Agreement, Intellectual Property Assignment, Shared Transaction Services Agreement, Insurance and Risk Management Services Agreement, Data Services Agreement and Transition Services Agreement.

In general, pursuant to the terms of the Distribution Agreement, all of the assets of the New D&B Business will be allocated to New D&B and all of the assets of the Moody's Business will be allocated to Moody's. The Distribution Agreement also provides for assumptions of liabilities and cross-indemnities designed to allocate generally, effective as of the Distribution Date, financial responsibility for (i) all liabilities arising out of or in connection with the New D&B Business to New D&B, (ii) all liabilities arising out of or in connection with the Moody's Business to Moody's and (iii) substantially all other liabilities equally between New D&B and Moody's. The liabilities so allocated include liabilities arising out of or in connection with former businesses of D&B and its predecessor as well as certain other transactions involving D&B and its predecessor.

Pursuant to the terms of a distribution agreement, dated as of June 30, 1998 (the "1998 Distribution Agreement"), between D&B (then known as "The New Dun & Bradstreet Corporation") and R.H. Donnelley Corporation (then known as "The Dun & Bradstreet Corporation" and herein referred to as "Donnelley"), as a condition to the Distribution, New D&B is required to undertake to be jointly and severally liable with D&B to Donnelley for any liabilities arising thereunder. The Distribution Agreement generally allocates the financial responsibility for liabilities of D&B under the 1998 Distribution Agreement equally between New D&B and Moody's, except that any such liabilities that relate primarily to the New D&B Business will be New D&B liabilities and any such liabilities that relate primarily to the Moody's Business will be Moody's liabilities. Among other things, New D&B and Moody's will agree that, as between themselves, they will each be responsible for 50% of any payments to be made under the 1998 Distribution Agreement in respect of the action by IRI (as described below in Note 7), including any legal fees and expenses related thereto.

The Distribution Agreement provides that, immediately prior to the Distribution, a portion of D&B's indebtedness (including the minority interest financing) and a portion of D&B's cash will be allocated to New D&B in amounts such that, at the time of the Distribution, the net indebtedness of New D&B (which will include the minority interest financing) will approximate the net indebtedness of Moody's (before giving effect to payments of cash in connection with the allocation of certain corporate liabilities of D&B between New D&B and Moody's that may result in the net indebtedness of one company exceeding that of the other).

Due to the relative significance of New D&B as compared to Moody's, the transaction will be accounted for as a reverse spin-off. As such, New D&B has been classified as continuing operations and Moody's as discontinued operations. Pursuant to Accounting Principles Board Opinion No. 30, "Reporting the Results of Operations-Reporting the Effects of Disposal of a Segment of a Business, and Extraordinary, Unusual and Infrequently Occurring Events and Transactions," the consolidated financial statements of the Company have been reclassified to reflect the Moody's segment as discontinued operations.

For financial reporting purposes, the assets and liabilities of Moody's have been separately classified on the balance sheet as "Net Liabilities of Discontinued Operations." A summary of these assets and liabilities at June 30, 2000 and December 31, 1999 follows:

(amounts in millions)	June 30, 2000	December 31, 1999
Current assets	$163.9	$178.3
Total assets	214.4	211.0
Current liabilities	198.4	377.8
Total liabilities	250.2	433.8
Net liabilities of discontinued operations	35.8	222.8

The net operating results of Moody's have been reported in the caption "Income from Discontinued Operations, Net of Income Taxes" in the consolidated statements of operations. Summarized operating results for Moody's were as follows:

(amounts in millions)	Three months ended June 30,		Six months ended June 30,	
	2000	1999	2000	1999
Operating revenues	$149.4	$147.5	$288.6	$284.4
Income before provision for income taxes	76.9	74.1	144.2	139.3
Net income	46.8	46.5	87.6	87.5

Note 3 - Reconciliation of Weighted Average Shares

(share data in thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2000	1999	2000	1999
Weighted average number of shares-basic	161,884	162,150	161,541	163,627
Dilutive effect of shares issuable under stock options, restricted stock and performance share plans	1,306	2,551	1,053	2,294
Adjustment of shares applicable to stock options exercised during the period and performance share plans	140	121	199	265
Weighted average number of shares-diluted	163,330	164,822	162,793	166,186

As required by Statement of Financial Accounting Standards ("SFAS") No. 128, "Earnings per Share," the Company has provided a reconciliation of basic weighted average shares to diluted weighted average shares within the tables outlined above. The conversion of diluted shares has no impact on the Company's operating results. Options to purchase approximately 6.3 million and 100,000 shares of the Company's common stock which were outstanding at June 30, 2000 and 1999, respectively but were not included in the computation of diluted earnings per share because the options' exercise prices were greater than the average market price of the Company's common stock. The Company's options generally expire 10 years after the initial grant date.

Note 4 - Comprehensive Income

The Company's total comprehensive income for the three and six month periods ended June 30, 2000 and 1999 was as follows:

(amounts in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2000	1999	2000	1999
Net income	$67.9	$66.4	$135.7	$126.8
Other comprehensive loss - foreign currency translation adjustment	(15.3)	(14.9)	(19.8)	(13.2)
Total comprehensive income	$52.6	$51.5	$115.9	$113.6

Note 5 - Restructuring

During the fourth quarter of 1999, the Company recorded a restructuring charge of $41.2 million, comprised of severance costs of $32.7 million, write off of certain assets made obsolete or redundant and abandoned of $3.9 million and leasehold termination obligations of $4.6 million. The restructuring includes:
(1) office consolidations and organization changes in both Europe and other international locations and improvements in sales and data collection operations in Europe; (2) realigning and streamlining the Company's global technology organization and outsourcing certain software and product development to resources outside the United States and Europe; and (3) migrating data collection in the U.S. to telephonic data collection and closing 15 U.S. field data collection offices.

The following chart summarizes the activity with respect to the components of these restructuring actions during the three and six months ended June 30, 2000:

(amounts in millions)	Severance costs	Lease termination obligations	Total
December 31, 1999	$30.2	$4.5	$34.7
Payments made during the three months ended March 31, 2000	(7.5)	(.4)	(7.9)
March 31, 2000	22.7	4.1	26.8
Payments made during the three months ended June 30, 2000	(3.7)	(.1)	(3.8)
June 30, 2000	$19.0	$4.0	$23.0

As of June 30, 2000, the Company has terminated 359 associates and anticipates completion of the restructuring actions by the end of 2000.

Note 6 - Notes Payable and Other Indebtedness

In June 2000, the Company renewed its $300 million 364-day revolving credit facility. The Company has an additional $300 million facility maturing in June 2003. Under these facilities the Company has the ability to borrow at prevailing short-term interest rates. The Company has had no borrowings outstanding under these facilities since they were established in June 1998. These facilities are expected to be terminated at or around the time of the Distribution. In connection with the Distribution, New D&B is expected to enter into new facilities that will remain in effect after the Distribution.

In connection with the Distribution, D&B will borrow funds in order to repay in full D&B's commercial paper obligations. Also in connection with the Distribution, responsibility for D&B's obligation to repay principal and interest under the minority interest financing will be allocated to New D&B. It is anticipated that New D&B will also assume a portion of the indebtedness of D&B and receive a portion of the cash of D&B in amounts such that, at the time of Distribution, the net indebtedness of New D&B (which will include the minority interest financing) will approximate the net indebtedness of Moody's (before giving effect to payments of cash in connection with the allocation of certain corporate liabilities of D&B between New D&B and Moody's that may result in the net indebtedness of one company exceeding that of the other). New D&B expects to repay in full any indebtedness so assumed (other than the minority interest financing) shortly after the Distribution by raising funds in the commercial paper market.

Note 7- Contingencies

The Company and its subsidiaries are involved in legal proceedings, claims and litigation arising in the ordinary course of business. Although

the outcome of such matters cannot be predicted with certainty, in the opinion of management, the ultimate liability of D&B in connection with such matters will not have a material effect on D&B's operating results, cash flows or financial position.

In addition, the Company also has certain other contingencies discussed below.

Information Resources
On July 29, 1996, Information Resources, Inc. ("IRI") filed a complaint in the United States District Court for the Southern District of New York, naming as defendants Donnelley, A.C. Nielsen Company (a subsidiary of ACNielsen Corporation) and IMS International, Inc. (a subsidiary of the company then known as Cognizant Corporation). At the time of the filing of the compliant, each of the other defendants was a wholly owned subsidiary of Donnelley.

The complaint alleges various violations of United States antitrust laws, including alleged violations of Section 1 and 2 of the Sherman Act. The complaint also alleges a claim of tortious interference with a contract and a claim of tortious interference with a prospective business relationship. These claims relate to the acquisition by defendants of Survey Research Group Limited ("SRG"). IRI alleges SRG violated an alleged agreement with IRI when it agreed to be acquired by the defendants and that the defendants induced SRG to breach that agreement.

IRI's complaint alleges damages in excess of $350 million, which amount IRI asked to be trebled under antitrust laws. IRI also seeks punitive damages in an unspecified amount.

In November 1996, Donnelley completed a distribution to its shareholders (the "1996 Distribution") of the capital stock of ACNielsen Corporation ("ACNielsen") and Cognizant Corporation ("Cognizant"). On October 28, 1996, in connection with the 1996 Distribution, Cognizant, ACNielsen and Donnelley entered into an Indemnity and Joint Defense Agreement (the "Indemnity and Joint Defense Agreement") pursuant to which they have agreed (i) to certain arrangements allocating potential liabilities ("IRI Liabilities") that may arise out of or in connection with the IRI action and (ii) to conduct a joint defense of such action. In particular, the Indemnity and Joint Defense Agreement provides that ACNielsen will assume exclusive liability for IRI Liabilities up to a maximum amount to be calculated at such time such liabilities, if any, become payable (the "ACN Maximum Amount"), and that Donnelley and Cognizant will share liability equally for any amounts in excess of the ACN Maximum Amount. The ACN Maximum Amount will be determined by an investment banking firm as the maximum amount which ACNielsen is able to pay after giving effect to (i) any plan submitted by such investment bank which is designed to maximize the claims paying ability of ACNielsen without impairing the investment banking firm's ability to deliver a viability opinion (but which will not require any action requiring stockholder approval), and (ii) payment of related fees and expenses. For these purposes, financial viability means the ability of ACNielsen, after giving effect to such plan, the payment of related fees and expenses, and the payment of the ACN Maximum Amount, to pay its debts as they become due and to finance the current and anticipated operating and capital requirements of its business, as reconstituted by such plan, for two years from the date any such plan is expected to be implemented.

In June 1998, Donnelley completed a distribution to its shareholders (the "1998 Distribution") of the capital stock of D&B and changed its name to R.H. Donnelley Corporation. In connection with the 1998 Distribution, D&B and Donnelley entered into an agreement (the "1998 Distribution Agreement") whereby D&B has assumed all potential liabilities of Donnelley arising from the IRI action and agreed to indemnify Donnelley in connection with such potential liabilities.

During 1998, Cognizant separated into two new companies, IMS Health Incorporated ("IMS") and Nielsen Media Research, Inc. ("NMR"). IMS and NMR are each jointly and severally liable for all Cognizant liabilities under the Indemnity and Joint Defense Agreement.

Pursuant to the terms of the 1998 Distribution Agreement, as a condition to the Distribution, New D&B will undertake to be jointly and severally liable with Moody's for D&B's obligations to Donnelley under the 1998 Distribution Agreement, including any liabilities arising under the Indemnity and Joint Defense Agreement. However, as between themselves, each of New D&B and Moody's will be responsible for 50% of any payments to be made with respect to the IRI action pursuant to the 1998 Distribution Agreement, including legal fees or expenses related thereto.

Management is unable to predict at this time the final outcome of the IRI action or whether the resolution of this matter could materially affect the Company's results of operations, cash flows or financial position.

Tax Matters
D&B enters into global tax planning initiatives in the normal course of business. These initiatives are subject to review by tax authorities. As a result of the review process, uncertainties exist and it is possible that some of these matters could be resolved unfavorably. At this time, management is unable to predict the final outcome of these matters or whether the resolution of these matters could materially affect D&B's results of operations, cash flows or financial position. Pursuant to the Distribution Agreement, New D&B and Moody's will each agree to be financially responsible for 50% of any liabilities that may arise with respect to such matters.

The IRS, has completed its review of D&B's utilization of certain capital losses generated during 1989 and 1990. On June 26, 2000, the IRS, as part of its audit process, issued a formal assessment with respect to the utilization of these capital losses. Pursuant to a series of agreements, IMS Health and NMR are jointly and severally liable to pay one-half, and Donnelley the other half, of any payments for taxes and accrued interest arising from this matter and certain other potential tax liabilities after Donnelley pays the first $137 million.

In connection with the 1998 Distribution, D&B and Donnelley entered into an agreement whereby D&B has assumed all potential liabilities of

Donnelley arising from these tax matters and has agreed to indemnify Donnelley in connection with such potential liabilities.

On May 12, 2000, an amended tax return was filed for the 1989 and 1990 tax periods, which reflects $561.6 million of tax and interest due. D&B paid the IRS approximately $349.3 million of this amount on May 12, 2000, which D&B funded with short-term borrowings. IMS Health has informed D&B that it paid to the IRS approximately $212.3 million on May 17, 2000. The payments were made to the IRS to stop further interest from accruing. Notwithstanding the filing and payment, D&B intends to contest the IRS's formal assessment and would also contest the assessment of amounts, if any, in excess of the amounts paid. D&B had accrued its anticipated share of the probable liability arising from the utilization of these capital losses.

Note 8 - Summary of Recent Accounting Pronouncements

In March 2000, the Financial Standards Board issued Interpretation No. 44, "Accounting for Certain Transactions Involving Stock Compensation, an interpretation of APB Opinion No. 25" ("FIN No. 44"). The interpretation provided guidance for certain issues relating to stock compensation involving employees that arose in applying Opinion 25. Among other issues, FIN No. 44 clarifies (a) the definition of an employee for purposes of applying Opinion 25,
(b) the criteria for determining whether a plan qualifies as a noncompensatory plan, (c) the accounting consequence of various modifications to the terms of a previously fixed stock option or award, and (d) the accounting for an exchange of stock compensation awards in a business combination. The provisions of FIN No. 44 are effective July 1, 2000, except for the provisions regarding modifications to fixed stock option awards which reduce the exercise price of an award, which apply to modifications made after December 15, 1998. Provisions regarding modifications to fixed stock option awards to add reload features apply to modifications made after January 12, 2000. The Company believes it is in compliance with the provisions of FIN No. 44.

In December 1999, the staff of the Securities and Exchange Commission ("SEC") issued Staff Accounting Bulletin No. 101, "Revenue Recognition in Financial Statements" ("SAB 101"). SAB 101 summarizes some of the staff's interpretations of the application of generally accepted accounting principles to revenue recognition. The staff provided this guidance due, in part, to the large number of revenue-recognition issues that it has encountered in registrant filings. In June 2000, SAB 101B, "Second Amendment: Revenue Recognition in Financial Statements," was issued, which defers the effective date of SAB 101 until the fourth quarter of 2000. The Company believes it is in compliance with this guidance.

In June 1998, the Financial Accounting Standards Board issued SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities" ("SFAS No. 133"). This statement establishes accounting and reporting standards for derivative instruments, including certain derivative instruments embedded in other contracts, and for hedging activities. It requires recognition of all derivatives as either assets or liabilities on the balance sheet and measurement of those instruments at fair value. If certain conditions are met, a derivative may be designated specifically as: (a) a hedge of the exposure to changes in the fair value of a recognized asset or liability or an unrecognized firm commitment (a fair value hedge); (b) a hedge of the exposure to variable cash flows of a forecasted transaction (a cash flow hedge); or (c) a hedge of the foreign currency exposure of a net investment in a foreign operation, an unrecognized firm commitment, an available-for-sale security, or a foreign-currency-denominated forecasted transaction. In June 1999, the Financial Accounting Standards Board issued SFAS No. 137 delaying the effective date of SFAS No. 133. The provisions of SFAS No. 133, as amended, are effective for all fiscal quarters of all fiscal years beginning after June 15, 2000. The Company currently hedges foreign-currency-denominated transactions and expects to adopt SFAS No. 133 beginning January 1, 2001. The effect of adopting SFAS No. 133 is not expected to have a material effect on the Company.

Note 9 - Segment Information

Amounts in millions	Quarter Ended June 30, 2000	Quarter Ended June 30, 1999	Year-to-Date June 30, 2000	Year-to-Date June 30, 1999
Operating Revenues:				
Dun & Bradstreet North America	$ 232.5	$ 226.6	$ 485.7	$ 468.2
Dun & Bradstreet Europe	99.1	105.7	187.9	204.5
Dun & Bradstreet Asia Pacific / Latin America	16.2	17.5	30.7	31.1
Consolidated Operating Revenues	$ 347.8	$ 349.8	$ 704.3	$ 703.8
Operating Income (Loss):				
Dun & Bradstreet North America	$ 61.6	$ 54.5	$ 140.8	$ 125.0
Dun & Bradstreet Europe	(2.3)	(2.6)	(15.6)	(17.7)
Dun & Bradstreet Asia Pacific / Latin America	(2.2)	(2.3)	(5.9)	(6.1)
Total Dun & Bradstreet Operating Company	57.1	49.6	119.3	101.2
Corporate and Other	(11.1)	(8.3)	(20.4)	(20.4)
Consolidated Operating Income	$ 46.0	$ 41.3	$ 98.9	$ 80.8

Supplemental Geographic and Product Line Information:

Geographic Revenue	Quarter Ended June 30, 2000	Quarter Ended June 30, 1999	Year-to-Date June 30, 2000	Year-to-Date June 30, 1999
United States	$ 225.1	$ 219.6	$ 471.0	$ 454.6
International	122.7	130.2	233.3	249.2
Consolidated Operating Revenues	$ 347.8	$ 349.8	$ 704.3	$ 703.8
Product Line Revenues				
Credit Information Solutions	$ 225.7	$ 239.3	$ 460.7	$ 479.4
Marketing Information Solutions	74.2	67.7	152.3	143.0
Purchasing Information Solutions	7.1	7.2	11.8	11.5
Receivables Management Services	40.8	35.6	79.5	69.9
Total Dun & Bradstreet Operating Company	$ 347.8	$ 349.8	$ 704.3	$ 703.8

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Overview

To facilitate an analysis of the Company's operating results, certain significant events should be considered.

2000 Distribution

On December 15, 1999, the D&B announced a plan to separate into two independent, publicly traded companies - The New D&B Corporation ("New D&B") and Moody's Corporation ("Moody's"). The separation will be accomplished through a tax-free distribution to shareholders of D&B (the "Distribution") of all of the shares of common stock of a newly formed, wholly owned subsidiary corporation ("New D&B") comprising the business of the D&B operating company. In connection with the Distribution, D&B will complete an internal reorganization so that, at the time of the Distribution, the business of New D&B will consist solely of the business of supplying business, purchasing, credit and marketing information products and services as well as receivable management services (the "New D&B Business") and the business of D&B will consist solely of the business of providing ratings and related research and risk management services (the "Moody's Business"). At the time of the Distribution, D&B will be renamed "Moody's Corporation" and New D&B will succeed to the name "The Dun & Bradstreet Corporation." Shares of common stock of D&B will represent a continuing interest in the Moody's Business. D&B expects to complete the Distribution by the end of the third quarter of 2000.

D&B received a ruling letter from the Internal Revenue Service (the "IRS") on June 15, 2000, that the receipt by D&B shareholders of the New D&B Common Stock in the Distribution would be tax-free to such stockholders and D&B for Federal income tax purposes, except to the extent that cash is received in lieu of fractional shares of New D&B Common Stock.

For purposes of, among other things, governing certain of the ongoing relations between New D&B and Moody's as a result of the Distribution as well as to allocate certain tax, employee benefit and other liabilities arising prior to the Distribution, the companies will enter into various agreements, including a Distribution Agreement, Tax Allocation Agreement, Employee Benefits Agreement, Intellectual Property Assignment, Shared Transaction Services Agreement, Insurance and Risk Management Services Agreement, Data Services Agreement and Transition Services Agreement.

In general, pursuant to the terms of the Distribution Agreement, all of the assets of the New D&B Business will be allocated to New D&B and all of the assets of the Moody's Business will be allocated to Moody's. The Distribution Agreement also provides for assumptions of liabilities and cross-indemnities designed to allocate generally, effective as of the date of the Distribution, financial responsibility for (i) all liabilities arising out of or in connection with the New D&B Business to New D&B, (ii) all liabilities arising out of or in connection with the Moody's Business to Moody's and (iii) substantially all other liabilities equally between New D&B and Moody's. The liabilities so allocated include liabilities arising out of or in connection with former businesses of D&B and its predecessor as well as certain other transactions involving D&B and its predecessor.

Pursuant to the terms of a distribution agreement, dated as of June 30, 1998 (the "1998 Distribution Agreement"), between D&B (then known as "The New Dun & Bradstreet Corporation") and R.H. Donnelley Corporation (then known as "The Dun & Bradstreet Corporation" and herein referred to as "Donnelley"), as a condition to the Distribution, New D&B is required to undertake to be jointly and severally liable with D&B to Donnelley for any liabilities arising thereunder. The Distribution Agreement generally allocates the financial responsibility for liabilities of D&B under the 1998 Distribution Agreement equally between New D&B and Moody's, except that any such liabilities that relate primarily to the New D&B Business will be New D&B liabilities and any such liabilities that relate primarily to the Moody's Business will be Moody's liabilities. Among other things, New D&B and Moody's will agree that, as between themselves, they will each be responsible for 50% of any payments to be made under the 1998 Distribution Agreement in respect of the action by IRI (as described in Note 7 to the consolidated financial statements), including any legal fees and expenses related thereto.

The Distribution Agreement provides that, immediately prior to the Distribution, a portion of D&B's indebtedness (including the minority interest financing) and a portion of D&B's cash will be allocated to New D&B in amounts such that, at the time of the Distribution, the net indebtedness of New D&B (including the minority interest financing) will approximate the net indebtedness of Moody's (before giving effect to payments of cash in connection with the allocation of certain corporate liabilities of D&B between New D&B and Moody's that may result in the net indebtedness of one company exceeding that of the other).

Due to the relative significance of New D&B as compared to Moody's, the transaction has been accounted for as a reverse spin-off. As such, New D&B has been classified as continuing operations and Moody's as discontinued operations. Pursuant to Accounting Principles Board Opinion No. 30, "Reporting the Results of Operations-Reporting the Effects of Disposal of a Segment of a Business, and Extraordinary, Unusual and Infrequently Occurring Events and Transactions," the consolidated financial statements of the Company have been reclassified to reflect the Moody's segment as discontinued operations. Accordingly, revenues, costs and expenses, assets and liabilities, and cash flows of Moody's have been excluded from the respective captions in the Consolidated Statements of Operations, Consolidated Balance Sheets and Consolidated Statements of Cash Flows. The net operating results have been reported, net of applicable income taxes, as "Income from Discontinued Operations, Net of Income Taxes", the net liabilities have been reported as "Net Liabilities of Discontinued Operations" and the net cash flows have been reported as "Net Cash (Used in) Provided by Discontinued Operations."

1999 Restructuring Charge

During the fourth quarter of 1999, the Company's Board of Directors approved plans to restructure the D&B operating company. The restructuring comprised three major components:

o Realigning and streamlining international operations through a series of office consolidations and organizational changes. To reduce the cost infrastructure in Europe, actions have been taken to improve efficiencies in sales and data collection operations.

o Increasing the level of software and product development outsourced to resources outside the United States and Europe.

o Reengineering the data collection process so that data is collected telephonically rather than through field centers (15 field data collection centers have been closed since the restructuring was announced).

As a result of these actions, a pre-tax restructuring charge of $41.2 million ($27.9 million after-tax, $.17 per share basic and diluted) was included in operating income in 1999. Employee severance costs from planned terminations of approximately 700 employees totaled $32.7 million (including severance for two former corporate executives). The balance of the charge related to the write-off of certain assets made obsolete or redundant and abandoned by the restructuring and leasehold termination obligations arising from office closures. The restructuring actions were designed to strengthen customer service worldwide, improve operating efficiencies and lower structural costs.

During the first half of 2000, the Company made payments of $11.7 million related to this restructuring. As of June 30, 2000, the Company has terminated 359 of the 700 contemplated in the plan. The Company anticipates completion of this restructuring by the end of 2000, including the payment of the majority of the associated costs.

During the second quarter of 2000, the Company appointed a new chairman and chief executive officer for the Dun & Bradstreet operating company, who will become the chairman and chief executive officer of New D&B following the Distribution. Under his direction, a team is currently in the process of reviewing and further developing New D&B's business strategy. The goal of this strategy will be to transform New D&B into a growth company with an important presence on the Internet. As the plan develops, it is possible that additional restructuring charges may become necessary.

Results of Operations

Consolidated Results

For the second quarter of 2000, the Company reported income from continuing operations of $21.1 million, up 6.0% from prior year's second quarter income from continuing operations of $19.9 million. Earnings per share from continuing operations for the second quarter of 2000 of $.13 per share, basic and diluted, were up 8.3% from 1999 second quarter earnings per share of $.12 per share basic and diluted. Second quarter 2000 results of continuing operations included one-time pre-tax reorganization costs, in connection with the Distribution, of $2.2 million ($.01 per share basic and diluted). For the second quarter of 2000, excluding these reorganization costs, income from continuing operations would have increased 17.1% and earnings per share from continuing operations, basic and diluted, would have increased 16.7% from prior year's results. For the first half of 2000, income from continuing operations of $48.1 million was up 22.4% from prior year's first half income from continuing operations of $39.3 million. Earnings per share from continuing operations for the first half of 2000 of $.30 per share, basic and diluted, were up 25.0% from 1999 first half earnings per share from continuing operations of $.24 per share, basic and diluted. For the first half of 2000, excluding the reorganization costs noted above, income from continuing operations would have increased 28.0% and earnings per share, basic and diluted, would have increased 29.2% from prior year's results.

For the second quarter 2000, the Company reported net income of $67.9 million, up 2.2% from 1999 second quarter net income of $66.4 million. The Company's net income includes income from discontinued operations of $46.8 million in the second quarter of 2000 and $46.5 million in the second quarter of 1999. Earnings per share for the second quarter of 2000 of $.42, basic and diluted, included earnings per share from discontinued operations of $.29 per share, basic and diluted. These results compared to earnings per share for the second quarter of 1999 of $.41 basic and $.40 diluted which included earning per share from discontinued operations of $.29 basic and $.28 diluted.

Net income was $135.7 million for the first six months of 2000, up 7.0% from $126.8 million for the same period in 1999. Income from discontinued operations were $87.6 million in the first half of 2000 and $87.5 million in the first half of 1999. Earnings per share for the first six months of 2000 were $.84 basic and $.83 diluted, including earnings per share from discontinued operations of $.54 basic and $.53 diluted. Earnings per share for the first six months of 1999 were $.77 basic and $.76 diluted, including earnings per share from discontinued operations of $.53 basic and $.52 diluted.

Operating revenues for the second quarter were $347.8 million in 2000 compared with $349.8 million in the second quarter of 1999. Revenue growth in D&B North America of 2.6% was offset by declines in D&B Europe of 6.3% and D&B APLA of 7.6%. Excluding the impact of foreign currency translation, operating revenues in the second quarter of 2000 increased 2.1% compared to the same period in 1999. On a year-to-date basis, operating revenues were $704.3 million in 2000 and $703.8 million in 1999, driven by growth in D&B North America, offset by declines in D&B Europe and D&B APLA. Excluding the impact of foreign currency translation, operating revenues increased 2.6% in 2000 compared to 1999. For both the quarter and year to date periods, results reflect a decline in revenues from traditional credit information solution products. This decline is offset by growth in revenues from value added products including revenues from alliances with providers of enterprise software solutions.

Operating expenses decreased 5.6% to $132.9 million in the second quarter of 2000 as compared to the same period in 1999, resulting from cost reductions attributable to the restructuring actions implemented in the fourth quarter of 1999 and the positive impact of foreign currency translation on expenses, which were partially offset by increased spending on the infrastructure necessary to offer new products and services. Selling and administrative expenses increased 4.1% to $140.4 million in the second quarter of 2000 compared to the same period in 1999, resulting from certain investments in the infrastructure necessary to offer new products and services and costs associated with the appointment of the new chairman and chief executive officer of the Dun & Bradstreet operating company, which offset cost reductions and the positive impact of foreign exchange. Depreciation and amortization decreased 20.4% in the second quarter of 2000 as compared to the same period in 1999 as a result of lower capitalization in 2000, the write-off of certain assets as a result of the restructuring actions and the positive impact of foreign exchange on expenses. During the second quarter of 2000, the Company incurred $2.2 million of costs in connection with the Distribution. Operating expenses decreased 1.7% to $267.8 million, selling and administrative expenses decreased 2.3% to $279.0 million and depreciation and amortization decreased 13.4% to $56.4 million for the first six months of 2000 as compared to the same period in 1999, largely resulting from the same factors impacting the second quarter.

Operating income for the second quarter of 2000 was $46.0 million, up 11.3% compared to $41.3 million during the second quarter of 1999. This growth results from higher revenues generated by D&B North America and cost reductions attributable to the Company's fourth quarter 1999 restructuring actions. On a year to date basis, operating income grew 22.3% to $98.9 million in 2000, largely resulting from the cost reductions and higher D&B North America revenues.

Non-operating expense-net was $7.7 million for the second quarter of 2000 compared to $7.5 million for the second quarter of 1999. An increase in interest expense (resulting from an increase in commercial paper borrowing) for the quarter was offset by a decrease in other expense-net and an increase in interest income. On a year-to-date basis, non-operating expense-net was $14.4 million in the first half of 2000, compared to $13.9 million from the first half of 1999.

The Company's effective tax rate for the second quarter of 2000 was 44.8% and its underlying rate was 42.0%. The difference is attributable to the non-deductibility of certain reorganization costs incurred in the second quarter of 2000. The effective and underlying tax rate for the second quarter of 1999 was 41.3%. On a year to date basis the effective tax rate was 43.1% and the underlying rate was 42.0% for 2000 compared to 41.3% for 1999.

Income from discontinued operations, net of income taxes, was $46.8 million for the second quarter of 2000, compared with $46.5 million in the second quarter of 1999. For the first half of 2000, income from discontinued operations, net of income taxes, was $87.6 million compared with $87.5 million in the same period of 1999.

Segment Results

D&B North America revenues were $232.5 million in the second quarter of 2000, up 2.6% from 1999 second quarter revenues. In comparing the second quarter of 2000 revenues with the second quarter of 1999 revenues, D&B North America's revenues from credit information solutions decreased 3.9% to $144.6 million, marketing information solutions increased 13.4% to $56.2 million, purchasing information solutions increased 2.7% to $6.7 million and receivables management services increased 25.3% to $25.0 million. For the first half of 2000, D&B North America revenues of $485.7 million were up 3.7% from the same period in the prior year. Revenues on a year-to-date basis decreased 1.1% to $306.8 million for credit information solutions, increased 10.2% to $118.9 million for marketing information solutions, increased 2.0% to $11.0 million for purchasing information solutions and increased 24.4% to $49.0 million for receivables management services in comparison with the first half of the prior year.

For both the quarter and year to date, the decline in North American revenues from credit information solutions is attributable to lower usage of traditional products. Increased competition, including free or lower-cost information available from online vendors and other Internet sources, the higher risk tolerance of customers in the strong economy and the difficulty in stimulating usage in customers utilizing monthly contract plans have negatively impacted usage. In addition, certain customers have been utilizing lower priced data in their automated credit evaluation systems. The growth in revenues from marketing information solutions and receivables management services was largely driven by revenues from value added products.

D&B North America operating income was $61.6 million in the second quarter of 2000, up 13.0% from the prior year, driven by the modest increase in revenues and the impact of data collection cost reductions achieved as part of the 1999 fourth quarter restructuring actions. Consistent with the trend for the quarter, for the first half of 2000, operating income was $140.8 million, up 12.6% from 1999 first half-operating income of $125.0 million.

D&B Europe's revenues were $99.1 million in the second quarter of 2000, down 6.3% when compared to 1999 second quarter revenues of $105.7 million. However, excluding the impact of foreign exchange, revenues would have increased by 3.0%. In comparing the European reported revenues for second quarter of 2000 with the second quarter of 1999, revenues from credit information solutions decreased 7.6% to $71.5 million, revenues from marketing information solutions decreased .5% to $15.4 million, revenues from purchasing information solutions decreased 30.8% to $.4 million and revenues from receivables management services decreased 4.2% to $11.8 million. Excluding the impact of foreign exchange, D&B Europe would have reported in the second quarter of 2000 an increase in revenues from credit information solutions of 1.7%, an increase in revenues from marketing information solutions of 7.4% and an increase in revenues from receivables management services of 6.9%, while revenues from purchasing information solutions would have been down 25.2%, in each case in comparison to the second quarter of 1999.

For the first half of 2000, D&B Europe's operating revenues decreased 8.1% to $187.9 million from the first half of 1999. However, excluding the impact of foreign exchange, revenues would have increased by 1.1%. In comparing D&B Europe's revenues for the first half of 2000 with the same period in 1999, revenues from credit information solutions decreased 9.3% to $135.0 million, revenues from marketing information solutions decreased 6.2% to $28.9 million, revenues from purchasing information solutions increased 25.4% to $.8 million and receivables management services revenues decreased 4.2% to $23.2 million. Excluding the impact of foreign exchange, D&B Europe would have reported for the first half of 2000 flat revenues from credit information solutions, an increase in revenues from marketing information solutions of 1.2%, an increase in revenues from purchasing information solutions of 31.6% and an increase in revenues from receivables management services of 7.1%, in each case in comparison to the first half of 1999.

For both the quarter and year to date, European revenues from credit information solutions products have been negatively impacted by ongoing price erosion in the local markets, as well as continued competition, including availability of free or lower-cost information from online vendors and other Internet sources. However, the high growth in revenues from value added products in Europe has resulted in the overall improvement in revenues, excluding the negative impact of foreign currency translation.

D&B Europe reported an operating loss of $2.3 million in the second quarter of 2000, compared to a loss of $2.6 million in the same period of the prior year. On a year-to-date basis, D&B Europe reported an operating loss of $15.6 million in the first half of 2000 compared to $17.7 million in 1999. D&B Europe achieved modest improvements in profitability, while still investing in the infrastructure necessary to offer new products and services, as a result of significant cost reductions realized from the restructuring actions implemented in the fourth quarter of 1999.

D&B APLA reported operating revenues of $16.2 million in the second quarter of 2000, down 7.6% from the same period in 1999. Excluding the impact of foreign exchange, revenue growth would have been down 9.2%. In comparing the second quarter of 2000 with the second quarter of 1999, APLA credit information solutions revenues decreased 15.9% to $9.6 million, marketing information solutions revenues decreased 3.3% to $2.6 million and receivables management services revenues increased 17.0% to $4.0 million. Excluding the impact of foreign exchange, D&B APLA would have reported for the second quarter of 2000 a decrease in revenues from credit information solutions of 19.0%, a decrease in revenues from marketing information solutions of .6% and an increase in revenues from receivables management services of 18.8%, in each case in comparison to the second quarter of 1999.

For the first half of the year, D&B APLA reported operating revenues of $30.7 million in 2000, down 1.3% when compared to $31.1 million in 1999. Excluding the impact of foreign exchange, D&B APLA revenues would have decreased by 3.9%. In comparing the first half of 2000 with the same period in 1999, credit information solutions revenues decreased 7.6% to $18.9 million, while marketing information solutions revenues increased 2.4% to $4.5 million and receivables management services revenues increased 15.7% to $7.3 million. Excluding the impact of foreign exchange, D&B APLA would have reported for the first half of 2000 a decrease in revenues from credit information solutions of 11.1%, an increase in revenues from marketing information solutions of 2.5% and an increase in revenues from receivables management services of 15.6%, in each case in comparison to the first half of 1999.

D&B APLA reported an operating loss of $2.2 million in the second quarter of 2000, compared to an operating loss of $2.3 million in the same period of 1999. For the first half of the year, D&B APLA reported an operating loss of $5.9 million in 2000, compared to an operating loss of $6.1 million in 1999. The modest improvement in profitability is attributable to cost reductions.

Adoption of Statements of Financial Accounting Standards ("SFAS")

In March 2000, the Financial Standards Board issued Interpretation No. 44, "Accounting for Certain Transactions Involving Stock Compensation, an interpretation of APB Opinion No. 25" ("FIN No. 44"). The interpretation provided guidance for certain issues relating to stock compensation involving employees that arose in applying Opinion 25. Among other issues, FIN No. 44 clarifies (a) the definition of an employee for purposes of applying Opinion 25,
(b) the criteria for determining whether a plan qualifies as a noncompensatory plan, (c) the accounting consequence of various modifications to the terms of a previously fixed stock option or award, and (d) the accounting for an exchange of stock compensation awards in a business combination. The provisions of FIN No. 44 are effective July 1, 2000, except for the provisions regarding modifications to fixed stock option awards which reduce the exercise price of an award, which apply to modifications made after December 15, 1998. Provisions regarding modifications to fixed stock option awards to add reload features apply to modifications made after January 12, 2000. The Company is in compliance with the provisions included in FIN No. 44.

In December 1999, the staff of the Securities and Exchange Commission ("SEC") issued Staff Accounting Bulletin No. 101, "Revenue Recognition in Financial Statements" ("SAB 101"). SAB 101 summarizes some of the staff's interpretations of the application of generally accepted accounting principles to revenue recognition. The staff provided this guidance due, in part, to the large number of revenue-recognition issues that it has encountered in registrant filings. In June 2000, SAB 101B, "Second Amendment: Revenue Recognition in Financial Statements," was issued, which defers the effective date of SAB 101 until the fourth quarter of 2000. The Company believes it is in compliance with this guidance.

In June 1998, the Financial Accounting Standards Board issued SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities" ("SFAS No. 133"). This statement establishes accounting and reporting standards for derivative instruments, including certain derivative instruments embedded in other contracts, and for hedging activities. It requires recognition of all derivatives as either assets or liabilities on the balance sheet and measurement of those instruments at fair value. If certain conditions are met, a derivative may be designated specifically as: (a) a hedge of the exposure to changes in the fair value of a recognized asset or liability or an unrecognized firm commitment (a

fair value hedge); (b) a hedge of the exposure to variable cash flows of a forecasted transaction (a cash flow hedge); or (c) a hedge of the foreign currency exposure of a net investment in a foreign operation, an unrecognized firm commitment, an available-for-sale security, or a foreign-currency-denominated forecasted transaction. In June 1999, the Financial Accounting Standards Board issued SFAS No. 137 delaying the effective date of SFAS No. 133. The provisions of SFAS No. 133 are effective for all fiscal quarters of all fiscal years beginning after June 15, 2000. The Company currently hedges foreign-currency-denominated transactions and expects to adopt SFAS No. 133, as amended, beginning January 1, 2001. The effect of adopting SFAS No. 133 is not expected to have a material effect on the Company.

Liquidity and Financial Position

Six Months Ended June 30, 2000 Compared With Six Months Ended June 30, 1999

At June 30, 2000, cash and cash equivalents totaled $54.8 million, a decrease of $54.6 million from $109.4 million held at December 31, 1999. During the first half of 2000, the Company's payment of $349.3 million to the IRS, as discussed below under "Other," and the resulting increase in commercial paper borrowings needed to fund the payment, impacted cash flows.

Operating activities used net cash of $122.3 million during the first half of 2000 compared to generating net cash of $193.5 million during the same period in 1999. The $349.3 million payment to the IRS is reflected as a reduction in continuing operations' accrued income taxes of $174.7 and as a $174.6 million offset to cash provided by discontinued operations for the six months ended June 30, 2000. Excluding the impact of the payment, cash generated by operating activities for the six months ended June 30, 2000 would have been $227.0 million, with continuing operations providing $128.2 million and discontinued operations providing $98.8 million. Cash generated by operating activities for the six months ended June 30, 1999 was $193.5 million, with continuing operations providing $93.1 million and discontinued operations providing $100.4 million. The improvement in cash generated by operating activities of continuing operations results from increased operating income and higher sales and accounts receivable collections during the first half of 2000 compared with the first half of 1999.

During the first half of 2000, the Company made payments of $11.7 million related to the restructuring actions implemented during the fourth quarter of 1999. As of June 30, 2000, the Company has terminated 359 of the 700 contemplated in the plan. The Company anticipates completion of the restructuring actions by the end of 2000, including the payment of the majority of the associated costs.

Net cash used in investing activities was $55.8 million for the first half of 2000 compared to $59.9 million in 1999, including net cash used in investing activities of discontinued operations of $23.7 million in the first half of 2000 and $3.4 million in the same period of 1999. Net cash used by discontinued operations in the first half of 2000 included an acquisition by Moody's of a financial software products company for $17.4 million. In the first half of 2000, the Company invested $37.7 million for capital expenditures and additions to computer software and other intangibles compared to $60.8 million in the comparable period in 1999, due primarily to higher expenditures in the prior year on systems implemented in 1999.

Net cash provided by financing activities was $125.2 million during the first half of 2000, compared to net cash used in financing activities of $146.5 million during the first half of 1999. Payments of dividends accounted for $59.8 million in the first half of 2000 compared to $60.5 million in the first half of 1999. As discussed below, D&B's stock repurchases and commercial paper borrowings also affected the net cash provided by or used for financing activities.

Financing Arrangements

In June 2000, the Company renewed its $300 million 364-day revolving credit facility. The Company has an additional $300 million facility maturing in June 2003. Under these facilities the Company has the ability to borrow at prevailing short-term interest rates. The Company has had no borrowings outstanding under these facilities since they were established in June 1998. These facilities are expected to be terminated at or around the time of the Distribution. In connection with the Distribution, New D&B is expected to enter into new facilities that will remain in effect after the Distribution. During the first half of 2000, the Company increased its net commercial paper borrowings by $167.1 million largely as a result of the payment to the IRS discussed below. The Company had commercial paper borrowings outstanding of $291.9 million and $124.7 million at June 30, 2000 and December 31, 1999, respectively.

In connection with the Distribution, D&B will borrow funds in order to repay in full D&B's commercial paper obligations. Also in connection with the Distribution, responsibility for D&B's obligation to repay principal and interest under the minority interest financing will be allocated to New D&B. It is anticipated that New D&B will also assume a portion of the indebtedness of D&B and receive a portion of the cash of D&B in amounts such that, at the time of Distribution, the net indebtedness of New D&B (including the minority interest financing) will approximate the net indebtedness of Moody's (before giving effect to payments of cash in connection with the allocation of certain corporate liabilities of D&B between New D&B and Moody's that may result in the net indebtedness of one company exceeding that of the other). New D&B expects to repay in full any indebtedness so assumed (other than the minority interest financing) shortly after the Distribution by raising funds in the commercial paper market.

Stock Repurchase

In the first half of 2000, the Company repurchased 125,000 shares for $3.5 million in connection with the D&B Employee Stock Purchase Plan and to offset a portion of the shares issued under incentive plans. During the first half of 1999, the Company completed its special stock repurchase program, authorized by its Board of Directors in June 1998, by purchasing 4.2 million shares for $150.0 million. During the first

half of 1999, the Company also repurchased 1.8 million shares for $65.6 million in connection with the Company's Employee Stock Purchase Plan and to offset awards made under incentive plans. Proceeds received in connection with the Company's stock plans were $22.9 million for the first half of 2000 compared to $36.8 million in 1999.

Other

D&B enters into global tax planning initiatives in the normal course of business. These initiatives are subject to review by tax authorities. As a result of the review process, uncertainties exist and it is possible that some of these matters could be resolved unfavorably. At this time, management is unable to predict the final outcome of these matters or whether the resolution of these matters could materially affect D&B's results of operations, cash flows or financial position. Pursuant to the Distribution Agreement, New D&B and Moody's will each agree to be financially responsible for 50% of any liabilities that may arise with respect to such matters.

The IRS has completed its review of D&B's utilization of certain capital losses generated during 1989 and 1990. On June 26, 2000, the IRS, as part of its audit process, issued a formal assessment with respect to the utilization of these capital losses.

Pursuant to a series of agreements, IMS Health and NMR are jointly and severally liable to pay one-half, and Donnelley the other half, of any payments for taxes and accrued interest arising from this matter and certain other potential tax liabilities after Donnelley pays the first $137 million.

In connection with the 1998 Distribution, D&B and Donnelley entered into an agreement whereby D&B has assumed all potential liabilities of Donnelley arising from these tax matters and has agreed to indemnify Donnelley in connection with such potential liabilities.

On May 12, 2000, an amended tax return was filed for the 1989 and 1990 tax periods which reflects $561.6 million of tax and interest due. D&B paid the IRS approximately $349.3 million of this amount on May 12, 2000, which D&B funded with short-term borrowings. IMS Health has informed D&B that it paid to the IRS approximately $212.3 million on May 17, 2000. The payments were made to the IRS to stop further interest from accruing. Notwithstanding the filing and payment, D&B intends to contest the IRS's formal assessment and would also contest the assessment of amounts, if any, in excess of the amounts paid. D&B had accrued its anticipated share of the probable liability arising from the utilization of these capital losses.

The Company and its subsidiaries are involved in legal proceedings, claims and litigation arising in the ordinary course of business. Although the outcome of such matters cannot be predicted with certainty, in the opinion of management, the ultimate liability of D&B in connection with such matters will not have a material effect on D&B's operating results, cash flows or financial position.

Year 2000

The Company initiated a Year 2000 preparation program in 1996, when it began identifying Year 2000 related technology risks and developing plans for appropriate remediation and testing activities. D&B's program was substantially completed during 1999. As a result of the program, D&B made a smooth transition to the Year 2000, and its systems are operating in a business-as-usual manner. D&B does not expect to encounter any significant Y2K- related disruptions in the future. External and internal costs associated with D&B's Year 2000 program were expensed as incurred. The aggregate cost of the Company's Year 2000 program was approximately $78 million. These figures do not include the costs of software and systems that were replaced or upgraded in the normal course of business.

New European Currency

On January 1, 1999, eleven of the countries in the European Union began a three-year transition to a single European currency ("euro") to replace the national currency of each participating country. The Company intends to phase in the transition to the euro over the next two years. The Company has established a task force to address issues related to the euro. The Company believes that the euro conversion may have a material impact on its operations and financial condition if it fails to successfully address such issues. The task force has prepared a project plan and is proceeding with the implementation of that plan. The Company's project plan includes the following: ensuring that the Company's information technology systems that process data for inclusion in the Company's products and services can appropriately handle amounts denominated in euro contained in data provided to the Company by third-party data suppliers; modification of the Company's products and services to deal with euro-related issues; and modification of the Company's internal systems (such as payroll, accounting and financial reporting) to deal with euro-related issues. The Company does not believe that the cost of such modifications will have a material effect on the Company's results of operations or financial condition. There is no guarantee that all problems will be foreseen and corrected, or that no material disruption of the Company's business will occur. The conversion to the euro may have competitive implications for the Company's pricing and marketing strategies, which could be material in nature; however, any such impact is not known at this time.

Dividends

On July 19, 2000, the Board of Directors declared a third quarter 2000 dividend of $.185 per share, payable September 10, 2000 to shareholders of record at the close of business August 20, 2000.

Forward-Looking Statements

Certain statements in this report are forward looking. These may be identified by the use of forward-looking words or phrases, such as "believe," "expect," "anticipate," "should," "planned," "estimated," "potential," "target" and "goal," among others. All such forward-looking statements are based on the Company's reasonable expectations at the time they are made. The Private Securities Litigation Reform Act of 1995 provides a "safe harbor" for such forward-looking statements. In order to comply with the terms of the safe harbor, the Company notes that a variety of factors could cause the Company's actual results and experience to differ materially from the anticipated results or other expectations expressed in such forward-looking statements. The risks and uncertainties that may affect the operations, performance, development and results of the Company's businesses include: (1) complexity and uncertainty regarding the development of new high-technology products; (2) possible loss of market share through competition; (3) introduction of competing products or technologies by other companies; (4) pricing pressures from competitors and/or customers; (5) changes in the business information and risk management industries and markets; (6) the ability to protect proprietary information and technology or to obtain necessary licenses on commercially reasonable terms; (7) the Company's ability to complete the implementation of its euro plans on a timely basis and the competitive implication that the conversion to the euro may have on its pricing and marketing strategies; (8) the ability to complete pending restructuring actions at the Dun & Bradstreet operating company in a timely fashion without adverse effects on operations; (9) the possible loss of key employees to investment or commercial banks, or elsewhere; (10) fluctuations in foreign currency exchange rates; (11) changes in interest rates and other volatility in financial markets; (12) the outcome of any review by applicable tax authorities of the Company's global tax planning initiatives; (13) the ability to implement the Distribution on a timely basis without adverse impact on the conduct of the Company's business and (14) the final allocation of assets and liabilities in connection with the Distribution.

The Company undertakes no obligation to publicly release any revision to any forward-looking statement to reflect any future events or circumstances.

The Company may from time to time make oral forward-looking statements. In connection with the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, the Company is hereby identifying important factors that could cause actual results to differ materially from those contained in any such forward-looking statements made by or on behalf of the Company. Any such statement is qualified by reference to the factors set forth above.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

The Company's market risks primarily consist of the impact of changes in currency exchange rates on assets and liabilities of non-U.S. operations and the impact of changes in interest rates. The Company's 1999 Annual Report on Form 10-K provides a more detailed discussion of the market risks affecting operations. As of June 30, 2000, no material change had occurred in the Company's market risks, as compared to the disclosure in its Form 10-K for the year ending December 31, 1999.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

Information in response to this item is set forth in Note 7 - Contingencies on Pages 10-12 in Part I. Item 1 of this Form 10-Q. Reference is made to such Note and to Part I, Item 3, of the Company's Annual Report on Form 10-K for the year ended December 31, 1999 for information relating to the IRI case. On December 22, 1999, defendants filed a motion for partial summary judgement seeking to dismiss IRI's non-U.S. antitrust claims. On July 12, 2000, the court granted the motion dismissing claims of injury suffered from activities in foreign markets where IRI operates through subsidiaries or companies owned by joint ventures or "relationships" with local companies.

Item 4. Submission of Matters to a Vote of Security Holders

(a) The Company's Annual Meeting of Shareholders was held on April 20, 2000.

(c) The matters voted upon and the results of the vote are as follows:

PROPOSAL NO. 1
ELECTION OF DIRECTORS

	NUMBER OF SHARES	
NOMINEE	FOR	WITHHELD
Hall Adams, Jr.	140,335,513	7,574,208
Ronald Kuehn, Jr.	144,536,526	3,373,195
Michael R. Quinlan	140,834,205	7,075,516
Naomi O. Seligman	144,531,796	3,377,925

PROPOSAL NO. 2
RATIFICATION OF SELECTION OF INDEPENDENT ACCOUNTANTS

	NUMBER OF SHARES		
	FOR	AGAINST	ABSTAIN
PricewaterhouseCoopers LLP	147,134,881	228,762	486,078

PROPOSAL NO. 3
SHAREHOLDER PROPOSAL CONCERNING BOARD SIZE AND CLASSIFICATION

	NUMBER OF SHARES			
	FOR	AGAINST	ABSTAIN	BROKER NON-VOTES
Board Size and Classification	83,168,249	53,485,358	1,040,004	10,216,110

PROPOSAL NO. 4
SHAREHOLDER PROPOSAL CONCERNING RIGHTS AGREEMENT

	NUMBER OF SHARES			
	FOR	AGAINST	ABSTAIN	BROKER NON-VOTES
Rights Agreement	83,509,300	53,040,307	1,144,004	10,216,110

PROPOSAL NO. 5
SHAREHOLDER PROPOSAL ON IMPLEMENTATION OF THE MACBRIDE PRINCIPLES

	NUMBER OF SHARES			
	FOR	AGAINST	ABSTAIN	BROKER NON-VOTES
MacBride Principles	15,536,918	108,986,477	13,173,215	10,213,111

Item 6. Exhibits and Reports on Form 8-K

(a) Exhibits:
(4) Amended and Restated Credit Agreement, dated as of June 2, 2000, among the Company, the Borrowing Subsidiaries parties thereto, the Lenders parties thereto, The Chase Manhattan Bank, Citibank, N.A., and The Bank of New York.
(10) Employment Agreement dated May 15, 2000, by and between the Company and Allan Z. Loren.
(27) Financial Data Schedule

(b) Reports on Form 8-K:
Current report on Form 8-K was filed on May 24, 2000 pursuant to Item 5
- Other Events.

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 thereunto duly authorized.

THE DUN & BRADSTREET CORPORATION

Date: August 14 2000, *By: /s/ CHESTER J. GEVEDA, JR.*

Chester J. Geveda, Jr.
Vice President and Controller and Acting
Chief Financial Officer
(principal financial officer)

CONFORMED COPY

AMENDED AND RESTATED CREDIT AGREEMENT

AMENDED AND RESTATED CREDIT AGREEMENT dated as of June 2, 2000 (the "Amendment and Restatement") amending and restating the Amended and Restated Credit Agreement dated as of June 9, 1998 and amended and restated as of June 7, 1999 (as in effect on the date hereof, the "Credit Agreement") among THE DUN & BRADSTREET CORPORATION (the "Company") and the Borrowing Subsidiaries Party thereto (the "Subsidiary Borrowers" and together with the Company, the "Borrowers"), the LENDERS party thereto (the "Lenders"), THE CHASE MANHATTAN BANK, as Administrative Agent (the "Agent"), CITIBANK, N.A., as Syndication Agent, and THE BANK OF NEW YORK, as Documentation Agent.

W I T N E S S E T H :

WHEREAS, the parties hereto desire to amend the Credit Agreement to (i) extend the Revolver Termination Date from the date that is 364 days after the effective date of the Credit Agreement to the date that is the earlier of the New Spin-off Date (as hereinafter defined) and December 31, 2000, (ii) amend the definitions and certain representations set forth in the Credit Agreement and
(iii) amend the Commitments of each Lender, all as set forth herein; and

WHEREAS, the parties hereto wish to amend the Credit Agreement as set forth herein and to restate the Credit Agreement in its entirety to read as set forth in the Credit Agreement with the amendment specified below;

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Defined Terms; References. Unless otherwise specifically defined herein, each term used herein which is defined in the Credit Agreement has the meaning assigned to such term in the Credit Agreement. Each reference to "hereof", "hereunder", "herein" and "hereby" and each other similar reference and each reference to "this Agreement" and each other similar reference contained in the Credit Agreement shall, after this Amendment and Restatement becomes effective, refer to the Credit Agreement as amended and restated hereby.

SECTION 2. Definitions. (a) The definition of "Revolver Termination Date" in Section 1.01 of the Credit Agreement is amended to read in full as follows:

"Revolver Termination Date" means the earlier of the New Spin-off Date and December 31, 2000 or, if any such day is not a Business Day, the next preceding Business Day.

(b) The definitions in Section 1.01 of the Credit Agreement are further amended by adding the following definitions in the appropriate alphabetical order:

"Amendment Effective Date" means June 2, 2000.

"New Spin-off Date" means the date on which the Company distributes to its shareholders all of the capital stock of The New D&B Corporation, a Delaware corporation, which shall own all of the capital stock of Dun & Bradstreet, Inc., a Delaware corporation.

SECTION 3. Amendment to Schedules to the Credit Agreement

(a) Schedule 3.06 to the Credit Agreement is amended in its entirety to read as set forth in Schedule 3.06 hereto.

(b) Schedule 3.12 to the Credit Agreement is amended in its entirety to read as set forth in Schedule 3.12 hereto.

SECTION 4. Amendments to Commitments. With effect from and including the date this Amendment and Restatement becomes effective in accordance with
Section 6, the Commitment of each Lender shall be the amount set forth opposite the name of such Lender on Schedule I hereto. Any Lender whose Commitment is changed to zero shall upon such effectiveness cease to be a Lender party to the Credit Agreement, and all accrued fees and other amounts payable under the Credit Agreement for the account of such Lender shall be due and payable on such date; provided that the provisions of Sections 2.14, 2.16, Article 8 and 10.03 of the Credit Agreement shall continue to inure to the benefit of each such Lender.

SECTION 5. Representations and Warranties. Each Borrower represents and warrants that on and as of the Amendment Effective Date:

(a) no Default has occurred and is continuing; and

(b) each representation and warranty of each Borrower set forth in the Credit Agreement after giving effect to this Amendment and Restatement is true and correct as though made on and as of such date (except the representations and warranties set forth in Sections 3.04(a), 3.04(b) and 3.14, which representations relate solely to an earlier date and were true and correct in all material respects on such earlier date).

SECTION 6. Effectiveness. This Amendment and Restatement shall become effective as of the date hereof when the following conditions are met (the "Amendment Effective Date"):

(a) the Agent shall have received from each of the Borrowers and the Lenders party hereto a counterpart hereof signed by such party or facsimile or other written confirmation (in form satisfactory to the Agent) that such party has signed a counterpart hereof;

(b) the Agent shall have received all fees and other amounts due and payable on or prior to the Amendment Effective Date, including, to the extent invoiced, reimbursement or payment of all reasonable out-of-pocket expenses required to be reimbursed or paid by the Company hereunder; and

(c) the Agent shall have received a favorable written opinion (addressed to the Agent and the Lenders party hereto and dated the Amendment Effective Date) of David Lewinter, Esq., counsel to the Company, substantially in the form of Exhibit A hereto and covering such additional matters relating to the Company and this Amendment and Restatement as the Required Lenders shall reasonably request. The Company hereby requests such counsel to deliver such opinion.

SECTION 7. Confirmation of Agreement. Except as amended hereby, all of the terms of the Credit Agreement shall remain in full force and effect and are hereby confirmed in all respects.

SECTION 8. Governing Law. This Amendment and Restatement shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 9. Counterparts. This Amendment and Restatement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment and Restatement to be duly executed as of the date first above written.

THE DUN & BRADSTREET CORPORATION

By /s/ Roxanne E. Parker
--
Title: Vice President

THE CHASE MANHATTAN BANK, individually and as Administrative Agent

By /s/ Bruce E. Langenkamp
--
Title: Vice President

CITIBANK, N.A., individually and as Syndication Agent

By /s/ W. Martens
--
Title: Managing Director

THE BANK OF NEW YORK, individually and as Documentation Agent

By /s/ Ernest Fung
--
Title: Vice President

BANK OF MONTREAL

By /s/ Brian L. Banke

Title: Director

BARCLAYS BANK PLC

By /s/ Marlene Wechselblatt

Title: Vice President

HSBC BANK USA

By /s/ Johan Sorensson

Title: Vice President

THE NORTHERN TRUST COMPANY

By /s/ Kelly M. Schneck

Title: Officer

SUNTRUST BANK

By /s/ W. David Wisdom

Title: Vice President

BANK OF TOKYO-MITSUBISHI TRUST COMPANY

By /s/ George Stewart

Title: Senior Vice President and Manager

BANK ONE, N.A.

By /s/ Stephen E. McDonald

Title: Senior Vice President

SCHEDULE I

Lender	Commitment
The Chase Manhattan Bank	$56,500,000
Citibank, N.A.	$38,000,000
The Bank of New York	$38,000,000
Bank of Montreal	$25,000,000
Barclays Bank PLC	$25,000,000
HSBC Bank USA	$25,000,000
The Northern Trust Company	$25,000,000
SunTrust Bank	$25,000,000
Bank of Tokyo-Mitsubishi Trust Company	$25,000,000
Bank One, N.A.	$17,500,000
Total	$300,000,000

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT (the "Agreement") dated May 15, 2000, by and between The Dun & Bradstreet Corporation (the "Company") and Allan Z. Loren ("Executive").

WITNESSETH:

WHEREAS, the Company desires to employ Executive and to enter into an agreement embodying the terms of such employment;

WHEREAS, Executive desires to accept such employment and enter into such an agreement;

NOW THEREFORE, in consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. Term of Employment. Executive shall be employed by the Company for a period commencing on May 30, 2000 (the "Commencement Date") and ending on May 30, 2003 (the "Employment Term") on the terms and subject to the conditions set forth in this Agreement. The Company and Executive will use reasonable business efforts to determine prior to December 31, 2002, whether they wish to extend this Agreement, enter into a new employment agreement on such terms and conditions as are mutually agreed by the parties or permit the Employment Term to expire.

2. Position and Location.

a. Effective on the Commencement Date, Executive shall serve as the Chairman and Chief Executive Officer of Dun & Bradstreet, Inc. ("D&B Inc.") and shall be appointed to serve as a member of the board of directors of the Company without additional compensation. Following the proposed spin-off of The New D&B Corporation ("New D&B") from the Company (the "Spinoff"), Executive shall serve as the Chief Executive Officer of New D&B and shall be appointed as the Chairman of the board of directors of New D&B. At all times, Executive shall have such duties and authority as are commensurate with his then position. Prior to the Spinoff, Executive shall report only to the Chief Executive Officer of the Company and after the Spinoff Executive shall report only to the Board of Directors of New D&B. As used in this Agreement, the term "Board" shall mean the board of directors of the Company prior to the Spinoff and the board of directors of New D&B following the Spinoff.

b. During the Employment Term, Executive will devote substantially all of Executive's business time and efforts to the performance of Executive's duties hereunder and, except as provided in the next sentence, will not engage in any other business, profession or occupation for compensation or otherwise, without the prior written consent of the Board or, prior to the Spinoff, the Chief Executive Officer of the Company. Nothing herein shall preclude Executive from accepting appointment to civic or charitable directorships or trusteeships, or otherwise being involved in charitable activities or managing his personal and family passive investments; provided in each case, and in the aggregate, that such activities do not materially conflict or interfere with the performance of Executive's duties hereunder or conflict with Section 9. Executive may continue to serve as a director or trustee on the organizations in which he currently serves and which are identified on Exhibit A hereto.

c. Unless otherwise mutually agreed by the parties, Executive's principal offices shall be located at the Company's headquarters in Murray Hill, New Jersey.

3. Base Salary. The Company shall pay Executive a base salary at the annual rate of $700,000, as may be increased (but not decreased) from time to time (the "Base Salary"), payable in regular installments in accordance with the Company's usual payment practices. Executive shall be entitled to such increases in Executive's Base Salary, if any, as may be determined from time to time in the sole discretion of the Board. The Board shall review Executive's Base Salary for fiscal year 2001 during or before January 2001.

4. Bonus.

a. Sign-On Bonus. Subject to Executive's continued employment with the Company, Executive shall receive (i) a sign-on bonus equal to $700,000 on January 2, 2001; provided, however, that such bonus shall be reduced by the lesser of (A) $291,667 and (B) the amount of any annual bonus that Executive receives from the American Express Company, or its subsidiaries (such reduction, the "Prior Bonus"); provided, further, that, if the Prior Bonus has not been determined prior to January 2, 2001, Executive shall receive $700,000 on January 2, 2001 and shall reimburse the Company in an amount equal to the Prior Bonus within ten (10) days after the receipt of such bonus and (ii) a sign-on bonus equal to $700,000 on January 2, 2002.

b. Annual Bonus. With respect to each fiscal year during the Employment Term, pursuant to the Company's Covered Employee Cash Incentive Plan (or any successor thereto), Executive shall be eligible to earn an annual bonus award (an "Annual Bonus") based on the achievement of such goals and performance measures (including financial and employee satisfaction goals) as may be established by the compensation committee of the Board (the "Committee"). The maximum Annual Bonus for fiscal year ending December 31, 2000 and fiscal year ending December 31, 2001 shall be 100% of Base Salary. The target Annual Bonus for each fiscal year following the fiscal year ending December 31, 2001 shall be 100% of Base Salary, with a maximum Annual Bonus of 200% of Base Salary.

5. Equity Arrangements.

a. Initial Equity Awards. Effective as of the Commencement Date, Executive shall be awarded an initial one-time grant (the "Initial Grant"), under the 1998 Dun & Bradstreet Corporation Key Employees' Stock Incentive Plan (the "Incentive Plan"), of (i) a stock option to purchase 500,000 shares of common stock of the Company (the "Option"), as well as a tandem limited stock appreciation right in connection with the Option and (ii) 75,000 restricted shares of common stock of the Company (the "Restricted Stock"). The shares subject to the Option and the Restricted Stock shall vest on the third anniversary of the Commencement Date, subject to Executive's continued employment, or earlier as provided herein. If Executive's employment terminates due to death, Disability, by the Company without Cause or Executive's resignation for Good Reason or there is a Change in Control (as defined in the Incentive Plan), all Options and Restricted Stock shall immediately vest (to the extent not then vested). The Company further agrees that upon such event (or, if the event is a Change in Control, the termination of Executive's employment thereafter) or if Executive's employment shall terminate for any reason (including expiration of the Employment Term) other than death or by the Company for Cause on or after May 30, 2003, such termination shall be deemed to be a "Retirement" within the meaning of the Incentive Plan. Accordingly, Executive shall have the additional period of time set forth in Section 7(f) of the Incentive Plan in which to exercise the Option. The exercise price of the Option shall be the Fair Market Value (as defined in the Incentive Plan) of the shares of common stock of the Company (the "Shares") on the Commencement Date and shall have a ten (10)-year term.

(i) As of the Spinoff, (i) the Option shall be cancelled and (ii) Executive shall receive a replacement stock option (the "Replacement Option") for the purchase of shares of common stock of New D&B only (the "New D&B Shares"). The number of New D&B Shares covered by the Replacement Option shall be determined by (i) multiplying the number of Shares covered by the cancelled Option by a fraction, the numerator of which equals the price of a Share as of the last trade on the New York Stock Exchange ("NYSE"), immediately prior to the Spinoff (the "Share Price"), and the denominator of which equals the price of a New D&B Share as of the last trade on the NYSE or NASDAQ, as the case may be, on a "when issued" basis on the last trading day immediately prior to the Spinoff (the "New D&B Price") (such fraction, the "New D&B Ratio") and (ii) rounding down the result to a whole number of shares. The exercise price of the Replacement Option shall be determined by multiplying the exercise price of the cancelled Option by the reciprocal of the New D&B ratio, rounded to the nearest whole cent. All other terms of the Replacement Option shall remain substantially identical to the terms of the cancelled Option.

(ii) As of the Spinoff, Restricted Stock and any New D&B Shares distributed in respect of the Restricted Stock pursuant to the Spinoff ("Dividend Restricted Stock") shall be forfeited and Executive shall receive replacement New D&B Shares of restricted stock ("New D&B Restricted Stock") equal to the product of the number of shares of forfeited Restricted Stock multiplied by a fraction, the numerator of which equals the Share Price, and the denominator of which equals the New D&B Price; such replacement shares of New D&B Restricted Stock shall have substantially identical terms as the Restricted Stock.

b. Additional Equity Awards. Beginning in fiscal year 2001, Executive may be entitled to annual grants of stock options as determined in the

sole discretion of the Committee; provided, however, that the Committee may consider the Initial Grant in determining whether Executive shall receive an annual grant of stock options with respect to fiscal year 2001. In the event Executive's employment continues beyond the Employment Term, Executive shall be entitled to an annual grant of 25,000 shares of restricted common stock (as adjusted to reflect the Spinoff, stock dividends, stock splits, recapitalizations, reorganizations and other similar events), subject to the same terms and conditions as the Initial Equity Award of Restricted Stock but fully vested, subject to Executive's continued employment, upon the first anniversary of the date of grant, or earlier upon his death, Disability, resignation for Good Reason, termination by the Company without Cause or expiration of his employment term as set forth in any written employment agreement with the Company. At the time of the Spinoff, the Board will review Executive's equity package to insure general compliance with the spirit of the original agreement.

6. Employee Benefits. During the Employment Term, Executive shall be entitled to participate in the Company's employee benefit plans as in effect from time to time (other than the Executive Transition Plan and the Career Transition Plan) (collectively, "Employee Benefits"), on the same basis as those benefits are generally made available to other senior executives of the Company, including, but not limited to, participation in The Dun & Bradstreet Corporation Retirement Account, the Pension Benefit Equalization Plan of The Dun & Bradstreet Corporation and the Supplemental Executive Benefit Plan of The Dun & Bradstreet Corporation and any successor plans thereto. Notwithstanding the foregoing, when Executive's employment terminates (other than a termination of employment by the Company for Cause or due to Executive's resignation without Good Reason prior to May 30, 2003), Executive shall (i) become fully vested in the Supplemental Executive Benefit Plan and (ii) be entitled to retiree medical, dental and life insurance benefits coverage (notwithstanding any failure to satisfy any age or service requirements) under the Company plans, as provided to other retired executives of the Company (secondary to any other medical or dental coverage Executive receives following termination of employment) (the "Welfare Benefits").

7. Business Expenses and Perquisites.

a. Expenses. During the Employment Term, reasonable business expenses incurred by Executive in the performance of Executive's duties hereunder shall be reimbursed by the Company in accordance with Company policies.

b. Perquisites. The Company shall reimburse Executive for expenses incurred in relocating to the New Jersey area in accordance with the Company's relocation policy, including, without limitation, any portion of the $200,000 deposit (on a net no after tax cost basis) on Executive's New York condominium that Executive is required to forfeit as a result of such relocation. In connection with such relocation, the Company shall reimburse Executive (on a net no after tax cost basis) for temporary housing for up to six (6) months, subject to extension as determined by the Committee in good faith if the Spinoff is delayed. During the Employment Term, the Company shall lease Executive an automobile, pay the maintenance and insurance expenses associated with such automobile and reimburse Executive for business mileage in accordance with Company policy.

8. Termination.

a. By the Company for Cause, Death or Disability or By Executive's Voluntary Resignation Without Good Reason.

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company for Cause, death or Disability and shall terminate automatically upon Executive's resignation without Good Reason.

(ii) For purposes of this Agreement, "Cause" shall mean (A) willful malfeasance or willful misconduct by Executive in connection with his employment, resulting, in either case, in a significant and demonstrable injury to the Company, (B) willful continuing failure of Executive to perform his material duties under this Agreement after written notice of his failure to so perform (other than as a result of physical or mental incapacity); provided that clause (B) is intended to be based on the efforts of Executive, not the quality of the services performed, (C) Executive's conviction of, or pleading nolo contendere to, a felony (other than a traffic infraction or as a result of vicarious liability) or (D) Executive's material willful and knowing breach of the Agreement that remains uncured for a period of ten (10) business days following Executive's receipt of written notice from the Company describing such breach. For the purposes of this Agreement, no act, or failure to act, on Executive's part shall be considered "willful" unless done or omitted to be done, by him not in good faith and without reasonable belief that his action or omission was in the best interests of the Company. Notice of Termination for Cause shall be required to include a copy of a resolution duly adopted by at least two-thirds (2/3) of the entire membership of the Board (other than Executive) at a meeting of the Board which was called for the purpose of considering such termination and which Executive and his representative had the right to attend and address the Board, finding that, in the good faith determination of the Board, Executive engaged in conduct set forth in the definition of Cause herein and specifying the particulars thereof in reasonable detail. The date of termination for a termination for Cause shall be the date indicated in the Notice of Termination. Any purported termination for Cause which is held by a court not to have been based on the grounds set forth in this Agreement or not to have followed the procedures set forth in this Agreement shall be deemed a termination by the Company without Cause. No event described in this Section 8(a)(ii) shall constitute Cause under this Agreement if the Company has not provided Executive with a Notice of Termination within ninety (90) days following the date the chairman of the audit committee of the Company first becomes aware of Executive engaging in conduct constituting Cause.

(iii) For purposes of this Agreement, "Disability" shall mean Executive's inability to perform his material duties for a period of at least six (6) consecutive months or an aggregate of nine (9) months in any twenty-four (24) month period as a result of a physical or mental incapacity. The Company may terminate Executive due to Disability on thirty (30) days prior written notice given during the period Executive is unable to perform his material duties as a result of a physical or mental incapacity; provided, that Executive has not returned to the performance of his material duties prior to the end of the applicable six (6) month or nine (9) month period described above.

(iv) For purposes of the Agreement, "Good Reason" shall mean (A) diminution of Executive's then title, (B) material diminution of Executive's then duties, responsibilities, authority or reporting lines, (C) the assignment to Executive of duties not commensurate with his then position, (D) the Spinoff not occurring prior to March 31, 2001, (E) relocation of Executive's principal office by more than thirty-five (35) miles, (F) failure to appoint Executive to the Board or any removal of him therefrom or non re-election of him thereto, (G) any material willful and knowing breach of the Agreement by the Company (including but not limited to under Section 13(e) hereof) or Section 5(i) of Executive's Change in Control Agreement; provided that none of the events described in clauses (B), (C) or (G) shall constitute Good Reason unless Executive shall have notified the Company in writing describing the events which constitute Good Reason and then only if the Company shall have failed to cure such event within ten (10) business days after the Company's receipt of such written notice. No event described in this Section 8(a)(iv) shall constitute Good Reason under this Agreement if Executive has not provided the Company with a Notice of Termination within ninety (90) days following the date Executive first becomes aware of such event constituting Good Reason.

(v) If Executive's employment is terminated by the Company for Cause, death or Disability or if Executive resigns without Good Reason after giving the Company ten (10) business days advance written notice of such resignation, Executive shall be entitled to receive the following benefits:

(A) the Base Salary through the date of termination;

(B) any Sign-On or Annual Bonus earned but unpaid as of the date of termination for any previously completed fiscal year;

(C) reimbursement for any unreimbursed business expenses incurred by Executive in accordance with Company policy prior to the date of Executive's termination;

(D) such Employee Benefits, if any, as to which Executive may be legally entitled under the employee benefit plans and equity plans of the Company (including, in the event of a termination other than (i) by the Company for Cause or
(ii) by Executive without Good Reason prior to May 30, 2003, the Welfare Benefits) (the amounts described in clauses (A) through (D) hereof being referred to as the "Accrued Rights");

(E) In the case of death or Disability, full vesting of the Options, the Restricted Stock and any other equity awards or grants; and

(F) In the case of death or Disability, an amount equal to $700,000 multiplied by a fraction, the numerator of which is the number of days during the fiscal year of termination that Executive was employed by the Company with Executive being deemed to be employed as of January 1, 2000 and the denominator of which is 365; provided, however, that, if such termination occurs during fiscal year 2000, such amount shall be reduced by the Prior Bonus (the "Pro Rata Bonus").

Following such termination of Executive's employment by the Company for Cause, death or Disability or resignation by Executive without Good Reason, except as set forth in this Section 8(a)(v), Executive shall have no further rights to any compensation or any other benefits under this Agreement or any other severance plan, severance policy or severance arrangement of the Company or its affiliates, except as provided in this Agreement.

b. By the Company Without Cause or Resignation by Executive for Good Reason.

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company without Cause or by Executive's resignation for Good Reason.

(ii) If Executive's employment is terminated by the Company without Cause (other than by reason of death or Disability) or pursuant to a resignation by Executive for Good Reason, Executive shall be entitled to:

(A) receive the Accrued Rights;

(B) receive, subject to Executive's continued compliance with the provisions of Sections 9 and 10, (i) continued payment of the Base Salary until the expiration of the Employment Term determined as if such termination had not occurred and (ii) to the extent not previously received, (A) the Sign-On Bonuses and (B) Annual Bonuses equal to $700,000 for the fiscal year ending December 31, 2002 and $290,000 for the fiscal year ending December 31, 2003, payable in a lump sum when such Bonuses would otherwise have been paid if Executive continued employment with the Company for the remainder of the Employment Term; provided that the amount received under this Section B shall in no event be less than one (1) year's Base Salary plus $700,000;

(C) full vesting of the Option, the Restricted Stock and all other equity awards or grants, with the right of Executive to exercise the Option during the shorter of (i) the remaining stated term of the Option or (ii) five years after the date of such termination of employment; and

(D) an accrued benefit in the Supplemental Executive Benefit Plan determined as if Executive's employment continued for the remainder of the Employment Term and Executive received the Bonuses described in Section 8(b)(ii)(B)(ii).

Following Executive's termination of employment by the Company without Cause (other than by reason of Executive's death or Disability) or

by Executive's resignation for Good Reason, except as set forth in this Section
8(b)(ii), Executive shall have no further rights to any compensation or any other benefits under this Agreement or any other severance plan, severance policy or severance arrangement of the Company or its affiliates, except as provided in this Agreement.

c. Termination Following a Change in Control. Notwithstanding Section 8(a) and 8(b), Executive and the Company shall execute a Change in Control Agreement, attached hereto as Exhibit B, which shall provide, pursuant to the terms of the Change in Control Agreement, Executive severance benefits in the event Executive is terminated by the Company without Cause (as defined in the Change in Control Agreement) or Executive resigns with Good Reason (as defined in the Change in Control Agreement) following, or in connection with, a Change in Control (as defined in the Change in Control Agreement) of the Company.

d. Expiration of the Employment Term.

(i) If, as of May 30, 2003, Executive and the Company have not mutually agreed to extend the Employment Term or the Company and Executive have not entered into a new employment agreement, the Employment Term and Executive's employment with the Company shall terminate on May 30, 2003 and such termination shall not be considered a termination by the Company without Cause or a resignation by Executive with Good Reason.

(ii) If, as of May 30, 2003, Executive and the Company have not mutually agreed to extend the Employment Term or the Company and Executive have not entered into a new employment agreement, Executive shall be entitled to: (A) receive the Accrued Rights; (B) receive the Pro Rata Bonus;
(C) exercise the Option for the period provided in Section 5(a) of this Agreement and (D) participate in the Welfare Plans.

Following Executive's termination of employment pursuant to this Section 8(d), Executive shall have no further rights to any compensation or any other benefits under this Agreement or any other severance plan, severance policy or severance arrangement of the Company or its affiliates, except as provided in this Agreement.

e. Notice of Termination. Any purported termination of employment by the Company or by Executive (other than due to Executive's death) before the expiration of the Employment Term shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 13(g) hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated.

f. Board Resignation. Upon termination of Executive's employment for any reason, Executive agrees to resign, as of the date of such termination and to the extent applicable, from the Board and the Board of Directors of any of the Company's affiliates.

g. No Mitigation. Executive shall not be required to mitigate any severance payments due hereunder and the severance shall not be reduced by any amounts otherwise earned by Executive. The amounts due hereunder shall be paid without offset, counterclaim, or defense.

9. Non-Competition.

a. Executive acknowledges and recognizes the highly competitive nature of the businesses of D&B Inc. and New D&B and their subsidiaries (collectively, "D&B") and accordingly agrees as follows:

(1) During the Employment Term and, for a period of one year following the date Executive ceases to be employed by the Company (the "Restricted Period"), Executive will not directly or indirectly,
(i) engage in any business that materially competes with the business of D&B (including, without limitation, businesses which D&B have specific plans to conduct in the future and as to which Executive is aware of such planning),
(ii) enter the employ of, or render any services to, any person or entity engaged in any business that materially competes with the business of D&B in the portions of the business so competing, (iii) acquire a financial interest in, or otherwise become actively involved with, any person or entity engaged in any business that materially competes with the business of D&B, directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant, or (iv) interfere with, or attempt to interfere with, business relationships (whether formed before or after the date of this Agreement) between D&B and customers, clients, suppliers, partners, members or investors of D&B.

(2) Notwithstanding anything to the contrary in this Agreement, Executive may directly or indirectly own, solely as an investment, securities of any person or entity engaged in the business of D&B which are publicly traded on a national or regional stock exchange or on the over-the-counter market or are owned through a mutual fund, private equity fund or other pooled account if Executive (i) is not a controlling person of, or a member of a group which controls, such person or entity and (ii) does not, directly or indirectly, own 3% or more of any class of securities of such person or entity. Furthermore, the limitations in (1) shall not apply to either American Express nor to serving as a director of an entity if less than ten percent of such entity's revenues (measured by the last fiscal year of the entity ending prior to the date Executive accepts such a role) are from materially competitive activities, subject to the Board's (or the Company's Chief Executive Officer, as the case may be) approval during the Employment Term as provided in Section 2(b) hereof.

(3) During the Restricted Period, except in performance of his duties hereunder, Executive will not, directly or indirectly,

(i) solicit or encourage any employee of D&B to leave the employment of D&B, or
(ii) hire any such employee who was employed by D&B as of the date of Executive's termination of employment with the Company or who left the employment of D&B within one (1) year prior to or after the termination of Executive's employment hereunder. This restriction shall not be violated by general advertising or by serving as a reference.

(4) During the Restricted Period, Executive will not, directly or indirectly, solicit or encourage to cease to work with D&B any consultant then under contract with D&B. This restriction shall not be violated by general advertising or by serving as a reference.

b. It is expressly understood and agreed that although Executive and the Company consider the restrictions contained in this Section 9 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

10. Confidentiality. Executive will not at any time (whether during or after Executive's employment with the Company) disclose or use for Executive's own benefit or purposes or the benefit or purposes of any other person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise other than the Company and any of its subsidiaries or affiliates, any trade secrets, information, data, or other confidential information relating to customers, development programs, costs, marketing, trading, investment, sales activities, promotion, credit and financial data, manufacturing processes, financing methods, plans, or the business and affairs of the Company generally, or of any subsidiary or affiliate of the Company, except in the performance of his duties hereunder or in compliance with legal process; provided that the foregoing shall not apply to information which is not unique to the Company or which is generally known to the industry or the public other than as a result of Executive's breach of this covenant. In the event that Executive is compelled by legal process to disclose confidential information, he shall give prompt written notice to the Company to allow the Company the opportunity to object to or otherwise resist such order. Executive agrees that upon termination of Executive's employment with the Company for any reason, he will return to the Company immediately all memoranda, books, papers, plans, information, letters and other data, and all copies thereof or therefrom, in any way relating to the business of the Company and its affiliates, except that he may retain personal notes, notebooks and diaries that do not contain confidential information of the type described in the preceding sentence. Notwithstanding the foregoing, Executive may also retain his personal Rolodex, telephone directories and address book; provided, that, to the extent such personal items contain confidential information, Executive shall be bound by the nondisclosure provisions of this Section 10. Executive further agrees that he will not retain or use for Executive's account at any time any trade names, trademark or other proprietary business designation used or owned in connection with the business of the Company or its affiliates.

11. Indemnification. The Company shall indemnify and hold harmless Executive to the fullest extent permitted by law for any action or inaction of Executive while serving as an officer and director of the Company or, at the Company's request, as an officer or director of any other entity or as a fiduciary of any benefit plan. The Company shall cover Executive under directors and officers liability insurance both during and, while potential liability exists, after the Employment Term in the same amount and to the same extent as the Company covers its other officers and directors.

12. Specific Performance. Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Section 9 or Section 10 would be inadequate and, in recognition of this fact, Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

13. Miscellaneous.

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

b. Entire Agreement/Amendments. This Agreement contains the entire understanding of the parties with respect to the employment of Executive by the Company. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

c. No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

d. Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

e. Assignment. This Agreement shall not be assignable by Executive or the Company, except as provided herein. This Agreement shall be assigned by the Company to New D&B simultaneously with the Spinoff and may be assigned by the Company or New D&B to an entity which

is a successor in interest to substantially all of the business operations of the Company or New D&B. Upon such assignment, the rights and obligations of the Company hereunder shall become the rights and obligations of New D&B or such successor entity, but, except with regard to an assignment from the Company to New D&B, the assignor shall not be released hereunder and any such assignee, including but not limited to New D&B, shall promptly deliver to Executive a written assumption in a form reasonably acceptable to Executive.

f. Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributes, devises and legatees.

g. Notice. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three days after it has been mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

If to the Company:

The Dun & Bradstreet Corporation

One Diamond Hill Road
Murray Hill, NJ 07974-1218 Attention: Senior Vice President and Business Affairs Officer

If to Executive:

To the most recent address of Executive set forth in the personnel records of the Company.

h. Legal Fees. The Company shall pay Executive's reasonable legal fees and costs associated with entering into this Agreement.

i. Disputes. All disputes and controversies arising under or in connection with this Agreement, other than the seeking of injunctive or other equitable relief pursuant to Section 9 or Section 10 hereof, shall be settled by arbitration conducted before one arbitrator sitting in New York City, New York, or such other location agreed by the parties hereto, in accordance with the rules for expedited resolution of commercial disputes of the American Arbitration Association then in effect. The determination of the arbitrator shall be final and binding on the parties. Judgment may be entered on the award of the arbitrator in any court having proper jurisdiction. All expenses of such arbitration shall be borne by each party; provided, that the fees and expenses of Executive shall be borne by the Company if Executive prevails on the merits as determined by the arbitrator.

14. Executive Representation. Executive hereby represents to the Company that the execution and delivery of this Agreement by Executive and the Company and the performance by Executive of Executive's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any employment agreement or other agreement or policy to which Executive is a party or otherwise bound.

15. Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

16. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE DUN & BRADSTREET CORPORATION	*ALLAN Z. LOREN*
\s\ Clifford L. Alexander, Jr. *By: Clifford L. Alexander, Jr.* *Title: Chairman and Chief Executive Officer*	*\s\ Allan Z. Loren*

Exhibit A

Hershey Foods Corporation

The Reynolds and Reynolds Company

Venator Group, Inc.

eCustomers.com (Advisory Board)

Plural, Inc.

First Knowledge Partners Inc.

Exhibit B

THE DUN & BRADSTREET CORPORATION

May 15,2000

PERSONAL AND CONFIDENTIAL

Mr. Allan Z. Loren
c/o The Dun & Bradstreet Corporation
One Diamond Hill Road
Murray Hill, NJ 07974-1218

Dear Allan:

The Dun & Bradstreet Corporation (the "Company") considers it essential to the best interests of its shareholders to foster the continued employment of key management personnel. In this connection, the Board of Directors of the Company (the "Board") recognizes that, as is the case with many publicly held corporations, the possibility of a "Change in Control" (as such term is defined in Section 2) may exist and that such possibility, and the uncertainty and questions which it may raise among management, may result in the departure or distraction of key management personnel to the detriment of the Company and its shareholders.

The Board has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of key members of the Company's management, including yourself, to their assigned duties without distraction in the face of potentially disturbing circumstances arising from the possibility of a Change in Control.

In order to induce you to remain in the employ of the Company, the Company agrees that you shall receive the severance benefits set forth in this letter agreement (the "Agreement") in the event your employment with the Company is terminated under the circumstances described below subsequent to a Change in Control. No provision of this letter agreement shall be effective for any purpose whatsoever except upon the occurrence of either a "Potential Change in Control" (as such term is defined in Section 2) or a Change in Control.

1. Term of Agreement. This Agreement shall commence on May 30, 2000 and shall continue in effect through May 30, 2003.

2. Change in Control; Potential Change in Control. (i) No benefits shall be payable hereunder unless there shall have been a Change in Control, as set forth below. For purposes of this Agreement, a "Change in Control" shall be deemed to have occurred if:

(a) any "Person", as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), (other than the Company, any trustee or other fiduciary holding securities under an employee benefit plan of the Company, or any company owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company), is or becomes the "Beneficial Owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 20% or more of the combined voting power of the Company's then outstanding securities;

(b) during any period of twenty-four months (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Board, and any new director (other than (1) a director designated by a person who has entered into an agreement with the Company to effect a transaction described in clause (a), (c) or (d) of this Section, (2) a director designated by any Person (including the Company) who publicly announces an intention to take or to consider taking actions (including, but not limited to, an actual or threatened proxy contest) which if consummated would constitute a Change in Control or (3) a director designated by any Person who is the Beneficial Owner, directly or indirectly, of securities of the Company representing 10% or more of the combined voting power of the Company's securities) whose election by the Board or nomination for election by the Company's shareholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved cease for any reason to constitute at least a majority thereof;

(c) the shareholders of the Company approve a merger or consolidation of the Company with any other company, other than (1) a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 50% of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation and (2) after which no Person holds 20% or more of the combined voting power of the then outstanding securities of the Company or such surviving entity; or

(d) the shareholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets.

(ii) For purposes of this Agreement, a "Potential Change in Control" shall be deemed to have occurred if:

(a) the Company enters into an agreement, the consummation of which would result in the occurrence of a Change in Control;

(b) any Person (including the Company) publicly announces an intention to take or to consider taking actions which if consummated would constitute a Change in Control;

(c) the Board adopts a resolution to the effect that, for purposes of this Agreement, a Potential Change in Control has occurred.

3. Termination Following Change in Control. (i) General. If any of the events described in Section 2 constituting a Change in Control shall have occurred, you shall be entitled to the benefits provided in Section 4(iii) upon the subsequent termination of your employment during the term of this Agreement (including a termination due to the expiration of your employment agreement with the Company) unless such termination is (a) because of your death or Disability, (b) by the Company for Cause, or (c) by you other than for Good Reason. If your employment with the Company is terminated prior to a Change in Control at the request of a Person engaging in a transaction or series of transactions that would result in a Change in Control, your actual termination shall be deemed to be covered by Section 3 of this Agreement, your Date of Termination shall be deemed to have occurred immediately following the Change in Control, and Notice of Termination shall have been deemed to have been given by the Company immediately prior to your actual termination. Notwithstanding the foregoing, in the event there is another agreement (e.g. an employment agreement) between the Company and Executive in effect upon the Date of Termination, which agreement by its terms provides for termination payments or benefits, under the applicable circumstances (whether or not in connection with a change of control) (each such payment or benefit, an "Other Benefit"), then Executive shall receive the Other Benefit in lieu of a similar payment or benefit otherwise afforded by this Agreement to the extent such Other Benefit is greater than the applicable payment or benefit under this Agreement. If any Other Benefit is not greater than a similar payment or benefit under this Agreement, Executive shall receive such payment or benefit under this Agreement in lieu of the applicable Other Benefit.

(ii) Disability. If, as a result of your incapacity due to physical or mental illness or disability, you shall have been absent from the full-time performance of your duties with the Company for six (6) consecutive months, and within thirty (30) days after written notice of termination is thereafter given you shall not have returned to the full-time performance of your duties, your employment may be terminated for "Disability."

(iii) Cause. Termination by the Company of your employment for "Cause" shall mean termination: (a) upon the willful and continued failure by you to substantially perform your duties with the Company (other than any such failure resulting from your incapacity due to physical or mental illness or any such actual or anticipated failure after the issuance of a Notice of Termination (as defined in Subsection 3(v)) by you for Good Reason (as defined in Subsection
3(iv)), after a written demand for substantial performance is delivered to you by the Board, which demand specifically identifies the manner in which the Board believes that you have not substantially performed your duties; (b) upon the willful engaging by you in conduct which is demonstrably and materially injurious to the Company, monetarily or otherwise; or (c) upon your conviction of a felony. For purposes of this Subsection, no act, or failure to act, on your part shall be deemed "willful" unless done, or omitted to be done, by you not in good faith and without reasonable belief that your action or omission was in the best interest of the Company. Notwithstanding the foregoing, you shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to you a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters (3/4) of the entire membership of the Board at a meeting of the Board (after reasonable notice to you and an opportunity for you, together with your counsel, to be heard before the Board), finding that in the good faith opinion of the Board

you were guilty of conduct set forth above in this Subsection and specifying the particulars thereof in detail.

(iv) Good Reason. You shall be entitled to terminate your employment for Good Reason. For purposes of this Agreement, "Good Reason" shall mean without your express written consent, the occurrence after a Change in Control of any of the following circumstances unless, in the case of paragraphs
(a), (e), (f), (g) or (h), such circumstances are fully corrected prior to the Date of Termination (as defined in Section 3(vi)) specified in the Notice of Termination (as defined in Section 3(v)) given in respect thereof:

(a) the assignment to you of any duties inconsistent with the position in the Company that you held immediately prior to the Change in Control, or an adverse alteration in the nature or status of your responsibilities or the conditions of your employment from those in effect immediately prior to such Change in Control;

(b) a reduction by the Company in your annual base salary and/or guideline bonus and/or perquisites as in effect on the date hereof or as the same may be increased from time to time except for across-the-board perquisites reductions similarly affecting all management personnel of the Company and all management personnel of any Person in control of the Company;

(c) the relocation of the Company's offices at which you are principally employed immediately prior to the date of the Change in Control to a location more than thirty-five (35) miles from such location, except for required travel on the Company's business to an extent substantially consistent with your business travel obligations prior to the Change in Control; provided, however, that a relocation of the Company's offices at which you are principally employed immediately prior to the date of the Change in Control to New York City shall not constitute "Good Reason" for purposes of this Agreement;

(d) the failure by the Company to pay to you any portion of your compensation or to pay to you any portion of an installment of deferred compensation under any deferred compensation program of the Company within seven (7) days of the date such compensation is due;

(e) the failure by the Company to continue in effect any material compensation or benefit plan in which you participated immediately prior to the Change in Control, unless an equitable arrangement (embodied in an ongoing substitute or alternative plan) has been made with respect to such plan, or the failure by the Company to continue your participation therein (or in such substitute or alternative plan) on a basis not materially less favorable, both in terms of the amount of benefits provided and the level of your participation relative to other participants, as existed at the time of the Change in Control;

(f) the failure by the Company to continue to provide you with benefits substantially similar to those enjoyed by you under any of the Company's life insurance, medical, dental, accident, or disability plans or perquisites in which you were participating at the time of the Change in Control, the taking of any action by the Company which would directly or indirectly materially reduce any of such benefits, or the failure by the Company to provide you with the number of paid vacation days to which you are entitled on the basis of years of service with the Company in accordance with the Company's normal vacation policy in effect at the time of the Change in Control;

(g) the failure of the Company to obtain a satisfactory agreement from any successor to assume and agree to perform this Agreement, as contemplated in Section 5 hereof;

(h) any purported termination of your employment that is not effected pursuant to a Notice of Termination satisfying the requirements of Subsection (v) hereof (and, if applicable, the requirements of Subsection (iii) hereof), which purported termination shall not be effective for purposes of this Agreement; or

(i) the proposed spin-off of The New D&B Corporation ("New D&B") from the Company (the "Spinoff") not occurring prior to March 31, 2001.

Your right to terminate your employment pursuant to this Subsection shall not be affected by your incapacity due to physical or mental illness. Your continued employment shall not constitute consent to, or a waiver of rights with respect to, any circumstance constituting Good Reason hereunder.

(v) Notice of Termination. Any purported termination of your employment by the Company or by you shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 6. "Notice of Termination" shall mean a notice that shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the provision so indicated.

(vi) Date of Termination, Etc. "Date of Termination" shall mean (a) if your employment is terminated for Disability, thirty (30) days after Notice of Termination is given (provided that you shall not have returned to the full-time performance of your duties during such thirty (30) day period), or (b) if your employment is terminated pursuant to Subsection (iii) or (iv) hereof or for any other reason (other than Disability), the date specified in the Notice of Termination (which, in the case of a termination for Cause shall not be less than thirty (30) days from the date such Notice of Termination is given, and in the case of a termination for Good Reason shall not be less than fifteen (15) nor more than sixty (60) days from the date such Notice of Termination is given; provided, however, that if within fifteen (15) days after any Notice of Termination is given, or, if later, prior to the Date of Termination (as determined without regard to this proviso), the party receiving such Notice of Termination notifies the other party that a dispute exists concerning the termination, then the Date of Termination shall be the date on

which the dispute is finally determined, either by mutual written agreement of the parties, by a binding arbitration award, or by a final judgment, order or decree of a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected); and provided, further, that the Date of Termination shall be extended by a notice of dispute only if such notice is given in good faith and the party giving such notice pursues the resolution of such dispute with reasonable diligence. Notwithstanding the pendency of any such dispute, the Company will continue to pay you your full compensation in effect when the notice giving rise to the dispute was given (including, but not limited to, base salary) and continue you as a participant in all compensation, benefit and insurance plans in which you were participating when the notice giving rise to the dispute was given, until the dispute is finally resolved in accordance with this Subsection. Amounts paid under this Subsection are in addition to all other amounts due under this Agreement, and shall not be offset against or reduce any other amounts due under this Agreement and shall not be reduced by any compensation earned by you as the result of employment by another employer.

4. Compensation Upon Termination or During Disability. Following a Change in Control, you shall be entitled to the following benefits during a period of disability, or upon termination of your employment, as the case may be, provided that such period or termination occurs during the term of this Agreement:

(i) During any period that you fail to perform your full-time duties with the Company as a result of incapacity due to physical or mental illness or disability, you shall continue to receive your base salary at the rate in effect at the commencement of any such period, together with all compensation payable to you under the Company's disability plan or program or other similar plan during such period, until this Agreement is terminated pursuant to Section 3(ii) hereof. Thereafter, or in the event your employment shall be terminated by reason of your death, your benefits shall be determined under the Company's retirement, insurance and other compensation programs then in effect in accordance with the terms of such programs.

(ii) If your employment shall be terminated by the Company for Cause or by you other than for Good Reason, the Company shall pay you your full base salary through the Date of Termination at the rate in effect at the time Notice of Termination is given, plus all other amounts to which you are entitled under any compensation plan of the Company at the time such payments are due, and the Company shall have no further obligations to you under this Agreement.

(iii) If your employment by the Company should be terminated
(i) by the Company other than for Cause or Disability, (ii) if you should terminate your employment for Good Reason or (iii) your employment terminates due to the expiration of your employment agreement, you shall be entitled to the benefits provided below:

(a) the Company shall pay to you your full base salary through the Date of Termination at the rate in effect at the time Notice of Termination is given, no later than the fifth day following the Date of Termination, plus all other amounts to which you are entitled under any compensation plan of the Company, at the time such payments are due;

(b) in lieu of any further salary payments to you for periods subsequent to the Date of Termination, the Company shall pay as severance pay to you, at the time specified in Subsection (v), a lump sum severance payment (in addition to the payments provided in paragraphs (c), (d), (e), (f), (g), (h), (i) and (j) below, the "Severance Payments") equal to (1) 300% of the greater of (A) your annual base salary in effect on the Date of Termination or (B) your annual base salary in effect immediately prior to the Change in Control, and (2) the greater of (X) 300% of your guideline bonus with respect to the year in which the Change in Control occurs and (Y) $2,100,000;

(c) you shall immediately vest in your benefits under the Supplemental Executive Benefit Plan and your annual base salary and guideline bonus (as taken into account under the first half of this Subsection (iii)(b)) shall count for three years additional credited service and be included in final average earnings calculations for participants in the Company's Retirement Account Plan, Supplemental Executive Benefit Plan, Pension Benefit Equalization Plan and any successor or substitute plans thereto, a sample calculation of which appears in Exhibit A to this Agreement;

(d) in lieu of shares of common stock of the Company ("Common Shares") issuable upon exercise of outstanding options (other than options qualifying as incentive stock options ("ISOs") under Section 422A of the Internal Revenue Code of 1986 (the "Code") which ISOs were granted on or before the date hereof) ("Options"), and stock appreciation rights ("SARs"), if any, granted to you under the Company's 1998 Replacement Plan, 1998 Key Employees' Stock Incentive Plan or any successor or substitute plans thereto (except those SARs applicable to ISOs granted on or before the date hereof) (which Options shall be cancelled upon the making of the payment referred to below), the Company shall pay to you, at the time specified in Subsection (v), an amount in cash equal to the product of (1) the excess of, in the case of an ISO granted after the date hereof, the closing price of Common Shares as reported on the New York Stock Exchange on or nearest the Date of Termination (or, if not listed on such exchange, on a nationally recognized exchange or quotation system on which trading volume in the Common Shares is highest) and, in the case of all other Options, the higher of such closing price or the highest per share price for Common Shares actually paid in connection with any Change in Control, over the per share option price of each Option held by you (whether or not then fully exercisable), and (2) the number of Common Shares covered by each such Option;

(e) in lieu of Common Shares issuable upon the lapse of restrictions, if any, granted to you under the Company's 1998 Replacement Plan, 1998 Key Employees' Stock Incentive Plan or any successor or substitute plan(s) thereto, the Company shall pay to you, at the time specified in Subsection (v), an amount in cash equal to the product of (1) the closing price of Common Shares as reported on the New York Stock Exchange on or nearest the Date of Termination (or, if not listed on such exchange, on a nationally recognized exchange or quotation system on which trading volume in the Common Shares is highest) or the highest per share price for Common Shares actually paid in connection with any Change in Control, whichever is greater (such price, the "Price"), and (2) the number of Common Shares granted to you subject to such restrictions;

(f) (1) all outstanding performance units awarded to you under the Company's 1998 Key Employees' Stock Incentive Plan, whether or not vested, shall be cancelled, and you shall receive a cash payment equal to the amount you would have earned at a 100% target award valuation; and (2) all outstanding unrestricted stock awarded to you under such plan, whether or not vested, shall be cancelled, and you shall receive a cash payment equal to the product of (A) the number of cancelled unrestricted shares and (B) the Price;

(g) the Company shall provide you with a cash allowance, at the time specified in Subsection (v), for outplacement counseling and job search activities in the amount of 20% of your annual salary and guideline bonus as in effect on the Date of Termination but not to exceed a maximum allowance of $100,000; and the Company shall pay to you all legal fees and expenses incurred by you as a result of such termination (including all such fees and expenses, if any, incurred in contesting or disputing any such termination or in seeking to obtain or enforce any right or benefit provided by this Agreement or in connection with any tax audit or proceeding to the extent attributable to the application of section 4999 of the Code to any payment or benefit provided hereunder);

(h) for a thirty-six (36) month period after such termination, the Company shall arrange to provide you with life and health insurance benefits and perquisites substantially similar to those which you were receiving immediately prior to the Notice of Termination. Notwithstanding the foregoing, the Company shall not provide any benefit otherwise receivable by you pursuant to this paragraph (h) if an equivalent benefit is actually received by you during the thirty-six
(36) month period following your termination, and any such benefit actually received by you shall be reported to the Company;

(i) at the time specified in Subsection (v), the Company shall pay to you, in lieu of amounts which may otherwise be payable to you under any bonus plan (a "Bonus Plan"), an amount in cash equal to (1) your annual target bonus for the year in which the Change in Control occurs, multiplied by a fraction, (A) the numerator of which equals the number of full or partial days in such annual performance period during which you were employed by the Company and (B) the denominator of which is 365, and (2) the entire target bonus opportunity with respect to each performance period in progress under all other Bonus Plans in effect at the time of termination; and

(j) you shall receive retiree medical and life benefits from the Company. Such benefits shall be no less favorable than the benefits that you would have received had you, at the time Notice of Termination is given, both (1) attained age 55 and (2) retired from the Company. Notwithstanding the foregoing, any benefit described in the preceding sentence shall constitute secondary coverage with respect to retiree medical and life benefits actually received by you in connection with any subsequent employment (or self-employment) following your termination.

(iv) In the event that you become entitled to the Severance Payments, if any of the Severance Payments will be subject to the tax (the "Excise Tax") imposed by section 4999 of the Code, (or any similar federal, state or local tax that may hereafter be imposed), the Company shall pay to you at the time specified in Subsection (v) below, an additional amount (the "Gross-Up Payment") such that the net amount retained by you, after deduction of any Excise Tax on the Total Payments (as hereinafter defined) and any federal, state and local income tax and Excise Tax upon the payment provided for by this subsection, shall be equal to the Total Payments. For purposes of determining whether any of the Severance Payments will be subject to the Excise Tax and the amount of such Excise Tax, (a) any other payments or benefits received or to be received by you in connection with a Change in Control or your termination of employment (whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement with the Company, any Person whose actions result in a Change in Control or any Person affiliated with the Company or such Person)
(which, together with the Severance Payments, constitute the "Total Payments") shall be treated as "parachute payments" within the meaning of section 280G(b)(2) of the Code, and all "excess parachute payments" within the meaning of section 280G(b)(1) shall be treated as subject to the Excise Tax, unless in the opinion of tax counsel selected by the Company's independent auditors and acceptable to you such other payments or benefits (in whole or in part) do not constitute parachute payments, or such excess parachute payments (in whole or in part) represent reasonable compensation for services actually rendered within the meaning of section 280G(b)(4) of the Code in excess of the base amount within the meaning of section 280G(b)(3) of the Code, or are otherwise not subject to the Excise Tax, (b) the amount of the Total Payments which shall be treated as subject to the Excise Tax shall be equal to the lesser of (1) the total amount of the Total Payments and (2) the amount of excess parachute payments within the meaning of section 280G(b)(1) (after applying clause (a), above), and (c) the value of any non-cash benefits or any deferred payments or benefit shall be determined by the Company's independent auditors in accordance with the principles of sections 280G(d) (3) and (4) of the Code. For purposes of determining the amount of the Gross-Up Payment, you shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation in the calendar year in which the Gross-Up Payment is to be made and state and local income taxes at the highest marginal rate of taxation in the state and locality of your residence on the Date of Termination, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes. In the event that the Excise Tax is subsequently determined to be less than the amount taken into account hereunder at the time of termination of your employment, you shall repay to the Company within ten
(10) days after the time that the amount of such reduction in Excise Tax is finally determined the portion of the Gross-Up Payment attributable to such reduction (plus the portion of the Gross-Up Payment attributable to the Excise Tax and federal and state and local income tax imposed on the Gross-Up Payment being repaid by you if such repayment results in a reduction in Excise Tax and/or a federal and state and local income tax deduction) plus interest on the amount of such repayment at the rate provided in section 1274(b)(2)(B) of the Code. In the event that the Excise Tax is determined to exceed the amount taken into account hereunder at the time of the termination of your employment (including by reason of any payment the existence or amount of which cannot be determined at the time of the Gross-Up Payment), the Company shall make an additional gross-up payment in respect of such excess (plus any interest payable with respect to such excess) within ten (10) days after the time that the amount of such excess is finally determined.

(v) The payments provided for in Subsections (iii)(b), (d),
(e), (f), (g) and (i) shall be made not later than the fifth day following the Date of Termination; provided, however, that if the amounts of such payments cannot be finally determined on or before such day, the Company shall pay to you on such day an estimate, as determined in good

faith by the Company, of the minimum amount of such payments and shall pay the remainder of such payments (together with interest at the rate provided in section 1274(b)(2)(B) of the Code) as soon as the amount thereof can be determined but in no event later than the thirtieth day after the Date of Termination. In the event that the amount of the estimated payments exceeds the amount subsequently determined to have been due, such excess shall constitute a loan by the Company to you, payable on the fifth day after demand by the Company (together with interest at the rate provided in section 1274(b)(2)(B) of the Code).

(vi) Except as provided in Subsections (iii)(h) and (iii)(j) hereof, you shall not be required to mitigate the amount of any payment provided for in this Section 4 by seeking other employment or otherwise, nor shall the amount of any payment or benefit provided for in this Section 4 be reduced by any compensation earned by you as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by you to the Company, or otherwise.

5. Assignment; Successors; Binding Agreement. (i) This Agreement shall be assigned by the Company to New D&B simultaneously with the Spinoff. The Company will require New D&B to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such assignment had taken place. In the event that the Spinoff occurs following a Change in Control, failure of the Company to obtain such express assumption and agreement of such assignment shall be a breach of this Agreement and shall entitle you to compensation from the Company in the same amount and on the same terms to which you would be entitled hereunder if you terminate your employment for Good Reason following a Change in Control, except that for purposes of implementing the foregoing, the date on which the Spinoff becomes effective shall be deemed the Date of Termination.

(ii) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such express assumption and agreement at or prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle you to compensation from the Company in the same amount and on the same terms to which you would be entitled hereunder if you terminate your employment for Good Reason following a Change in Control, except that for purposes of implementing the foregoing, the date on which any such succession becomes effective shall be deemed the Date of Termination. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise.

(iii) This Agreement shall inure to the benefit of and be enforceable by you and your personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If you should die while any amount would still be payable to you hereunder had you continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to your devisee, legatee or other designee or, if there is no such designee, to your estate.

6. Notice. For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth on the first page of this Agreement, provided that all notice to the Company shall be directed to the attention of the Board with a copy to the Secretary of the Company, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

7. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by you and such officer as may be specifically designated by the Board. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the time or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of New York without regard to its conflicts of law principles. All references to sections of the Exchange Act or the Code shall be deemed also to refer to any successor provisions to such sections. Any payments provided for hereunder shall be paid net of any applicable withholding required under federal, state or local law. The obligations of the Company under Section 4 shall survive the expiration of the term of this Agreement.

8. Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

10. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto and, except as provided herein, supercedes the provisions of all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto with respect to the effect of a Change in Control on the relationship between the Company and its affiliates and Executive.

If this letter sets forth our agreement on the subject matter hereof, kindly sign and return to the Company the enclosed copy of this letter, which will then constitute our agreement on this subject.

Sincerely,

THE DUN & BRADSTREET CORPORATION

BY: \s\ Clifford L. Alexander, Jr.
Clifford L. Alexander, Jr.
Chairman and Chief Executive Officer

Agreed to this 15th day of May, 2000.

\s\ Allan Z. Loren
Allan Z. Loren

[Exhibit A -- Intentionally Omitted]

ARTICLE 5

MULTIPLIER: 1000

PERIOD TYPE	6 MOS
FISCAL YEAR END	DEC 31 2000
PERIOD END	JUN 30 2000
CASH	54849
SECURITIES	0
RECEIVABLES	332212
ALLOWANCES	0
INVENTORY	0
CURRENT ASSETS	108492
PP&E	579985
DEPRECIATION	358626
TOTAL ASSETS	1428373
CURRENT LIABILITIES	973258
BONDS	0
PREFERRED MANDATORY	0
PREFERRED	0
COMMON	1714
OTHER SE	(304319)
TOTAL LIABILITY AND EQUITY	1428373
SALES	0
TOTAL REVENUES	704272
CGS	0
TOTAL COSTS	605407
OTHER EXPENSES	12221
LOSS PROVISION	0
INTEREST EXPENSE	2149
INCOME PRETAX	84495
INCOME TAX	36387
INCOME CONTINUING	48109
DISCONTINUED	87560
EXTRAORDINARY	0
CHANGES	0
NET INCOME	135669
EPS BASIC	0.84
EPS DILUTED	0.83

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