FORM 10-K

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

[X] ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934 [FEE REQUIRED]

For the fiscal year ended December 31, 1994

OR

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OR THE SECURITIES EXCHANGE ACT OF 1934 [NO FEE REQUIRED]

For the transition period from _______ to _______

Commission file number 1-8519

CINCINNATI BELL INC.

An Ohio Corporation	I.R.S. Employer No. 31-1056105

201 East Fourth Street, Cincinnati, Ohio 45202
Telephone Number 513 397-9900

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Shares (par value $1.00 per share)	New York Stock Exchange
Preferred Share Purchase Rights	Cincinnati Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

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At February 28, 1995, there were 66,061,106 common shares outstanding.

At February 28, 1995, the aggregate market value of the voting shares owned by non-affiliates was $1,370,817,819.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 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 by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (Section 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [ ]

DOCUMENTS INCORPORATED BY REFERENCE

(1) Portions of the registrant's annual report to security holders for the fiscal year ended December 31, 1994 (Parts I, II and IV)
(2) Portions of the registrant's definitive proxy statement dated March 13, 1995 issued in connection with the annual meeting of shareholders (Part III)

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PART I

See page 10 for "Executive Officers of the Registrant".

PART I

ITEM 1. BUSINESS

GENERAL

Cincinnati Bell Inc. (including its wholly owned subsidiaries, except as the context may otherwise require, the "Company") is incorporated under the laws of Ohio and has its principal executive offices at 201 East Fourth Street, Cincinnati, Ohio 45202 (telephone number 513-397-9900).

The Company is a holding company engaged in operations through its subsidiaries. Its principal subsidiaries are divided into three industry segments. The telephone operations segment, Cincinnati Bell Telephone Company ("CBT"), provides telecommunications services and products, mainly local service, network access and toll telephone services. The information systems segment, Cincinnati Bell Information Systems Inc. ("CBIS"), provides data processing and software development services for telecommunications and general business needs. The marketing services segment, MATRIXX Marketing Inc. ("MATRIXX"), provides telephone marketing, research, fulfillment and database services. Other businesses include Cincinnati Bell Long Distance Inc. ("CBLD") which provides resale of long distance telecommunications services and products as well as voice mail and paging services, Cincinnati Bell Directory Inc. ("CBD") which provides Yellow Pages and other directory products and services and information and advertising services, and companies having interests in cellular mobile telephone service, the purchase, sale and reconditioning of telecommunications and computer equipment, and the ownership of real estate used by the Company.

TELEPHONE OPERATIONS

GENERAL. CBT is engaged principally in the business of furnishing telecommunications services and products, mainly local service, network access and toll telephone services, in four counties in southwestern Ohio, six counties in northern Kentucky and parts of two counties in southeastern Indiana. On December 31, 1994, CBT had approximately 877,000 network access lines in service. The principal cities in which CBT furnishes local service are Cincinnati, Norwood and Hamilton in Ohio and Covington, Newport and Florence in Kentucky. Approximately 98% of CBT's network access lines are in a single local service area. Other communications services offered by CBT include voice, data and video transmission, custom calling services and billing services. In addition, CBT is a sales agent for certain products and services of AT&T Corp. ("AT&T") and also sells products of other companies.

CBT's local exchange, network access and toll telephone operations are subject to regulation by the regulatory authorities of the states in which it operates with respect to intrastate rates and services, issuance of securities and other matters. CBT is also subject to the jurisdiction of the Federal Communications Commission ("FCC") with respect to interstate rates, services and other matters.

The lines provided by CBT to customer premises can be interconnected with the lines of other telephone companies in the United States and with telephone systems in most other countries. Interconnection is made through the facilities of interexchange carriers and local exchange carriers.

The following table sets forth for CBT the number of network access lines at December 31:

	Thousands				
	1994	1993	1992	1991	1990
Network Access Lines	877	848	827	808	800

Recurring charges for network access lines and other local services for the year ended December 31, 1994 accounted for approximately 45% of CBT revenues and sales.

INTRASTATE RATES. Rates for intrastate services offered by CBT are either non-regulated by state regulatory authorities in Ohio and Kentucky or regulated by the Public Utilities Commission of Ohio (the "PUCO") and the Public Service Commission of Kentucky (the "PSCK"). Approximately 77% of CBT's 1994 revenues was derived from intrastate service. Approximately 82% of 1994 intrastate revenues was derived from Ohio service, approximately 18% was derived from Kentucky service and minor amounts were derived from Indiana and other states service. Of the total 1994 intrastate revenues, local service accounted for approximately 71%, intrastate long distance service and network access accounted for approximately 13% and miscellaneous revenue accounted for approximately 16% of such revenues.

In 1984, the PUCO issued orders providing the format to be employed by local exchange telephone companies in Ohio for setting charges for intrastate access by interexchange carriers. The PUCO determined that the Ohio intrastate access charges should mirror the interstate access charges set by the FCC (see "Interstate Rates"), with the exception that the PUCO did not order mirroring of subscriber line charges or carrier common line charges.

Pursuant to procedures established by the PUCO, local exchange companies are permitted to file plans proposing alternate forms of regulation for competitive services and basic service rates. CBT filed for a threshold increase in rates together with an alternative regulation proposal in 1993. Thereafter, CBT and the intervenors signed a settlement agreement which was approved by the PUCO on May 5, 1994 approving an alternative regulation plan and increasing revenues by $11.9 million annually or 3.75% on Ohio regulated services. The alternative regulation provisions and new rates became effective May 6, 1994. CBT's authorized rate of return on capital is 11.18%, but CBT can earn up to 11.93% in a monitoring period without any retargeting of rates. Earnings higher than 11.93% will trigger a revenue retargeting formula. This formula will allow for certain adjustments in the following monitoring period. This alternative regulation plan provides increased pricing flexibility in some areas, which allows CBT to be more responsive to customers and the market.

In 1991, the PSCK issued an order amending its prior format to be used by local exchange companies in Kentucky for setting charges for intrastate access for interexchange carriers. In this order, the PSCK ordered that rates and regulations should mirror those of the FCC with certain exceptions that may be considered for future mirroring based on the merits of each situation.

In October 1994, CBT filed a proposal with the PSCK for new regulated rates for telephone services provided to its Kentucky customers. This proposal, if approved in its entirety, would result in uniform rates for basic service in CBT's Kentucky and Ohio metropolitan service areas and increase revenues by $3.4 million annually.

INTERSTATE RATES. Approximately 23% of CBT's 1994 revenues was derived from interstate and foreign services under FCC tariffs. The FCC has regulatory jurisdiction over services, rates and other matters relating to CBT's interstate operations. The FCC prescribes a uniform system of accounts applicable to telephone companies, separations procedures to be utilized in separating investments, revenues, expenses, taxes and reserves between the federal and state regulatory jurisdictions, and depreciation rates for interstate plant and facilities.

The FCC's cost allocation rules specify requirements relative to the allocation of costs between regulated and non-regulated activities, as well as transactions between affiliated entities. CBT's cost allocation manual, setting forth its method for separating regulated and non-regulated activities consistent with the FCC's cost allocation rules, was approved, as modified by the FCC. CBT continues to review its cost allocation manual and to modify it as appropriate to reflect CBT's circumstances.

The FCC also prescribes the rate of return which regulated carriers are authorized to earn on their regulated interstate business. The currently effective authorized rate of return is 11.25%. The FCC has yet to design a valid refund mechanism to replace its automatic refund rule to address instances where earnings exceed authorized levels for any monitoring period. The U.S. Court of Appeals for the District of Columbia Circuit previously found the FCC's automatic refund rule to be arbitrary and capricious. In the absence of FCC action, several complaints were filed pursuant to Section 208 of the Communications Act seeking refunds related to prior access periods in which CBT had allegedly exceeded the authorized rate of return. The FCC has awarded damages in these cases, thereby attempting to achieve the same results that were found improper in the previously overturned FCC rule. Cincinnati Bell has filed appeals to those FCC orders.

CBT receives its principal interstate compensation from access charges paid by interexchange carriers and end users. Specifically, traffic sensitive switched access charges apply on a usage sensitive basis to recover costs associated with the use of CBT's switching and transmission facilities. Special access charges recover costs of private line connections. CBT's non-traffic sensitive costs are recovered from subscribers on a flat rate basis (Subscriber Line Charges) and from interexchange carriers on a usage sensitive basis (Carrier Common Line Charges). Residential and single line business Subscriber Line Charges have a cap of $3.50 and multi-line customers' Subscriber Line Charges have a $6.00 cap. The Carrier Common Line rate recovers the remaining non-traffic costs.

For interstate services, CBT began to operate under an Optional Incentive Regulation ("OIR") plan in January 1994. This is an alternative form of regulation (i.e. departure from traditional rate of return regulation) for small and mid-sized companies. Under OIR more emphasis is placed on price regulation similar to price caps. In addition, CBT has some pricing flexibility. Rate changes can become effective on a 14-day notice without cost support if the rate changes do not increase "aggregate service basket" rates. New services can be offered on a 14-day notice without cost support if CBT sets rates no higher than a geographically adjacent price cap local exchange carrier. This allows CBT to be more responsive to customers and the market.

In January 1994, CBT completed a successful triennial depreciation represcription with regulators from the FCC, the PUCO and the PSCK. The new depreciation rates were effective January 1, 1994 in the interstate and Kentucky jurisdictions, and were effective July 1, 1994 in the Ohio jurisdiction.

COMPETITION. Customer demands, technology, the preferences of policy makers and the convergence of other industries with the telecommunications industry are causes for increasing competition in the telecommunications industry for CBT. The range of communications services, the equipment available to provide and access such services and the number of competitors offering such services continue to increase.

CBT is redesigning and streamlining its processes and work activities to improve responsiveness to customer needs, permit more rapid introduction of new products and services, improve the quality of products and service offerings and reduce costs. On February 6, 1995, CBT announced the approval of a restructuring plan which ultimately will result in the reduction in CBT's workforce by approximately 800 employees. In addition, CBT has upgraded and will continue to upgrade its telephone plant and network and to explore new services and technologies as sound business judgment dictates. It has constructed several optical fiber rings in and around the metropolitan Cincinnati area to permit it to offer redundancy in telecommunications services for business customers. CBT offers custom calling features that include Caller ID, Call Return, Call Block, Priority Forward, Repeat Dialing and Number Privacy.

Other means of communications that permit bypass of CBT's local exchange facilities either completely or partially are available and are growing, although CBT is unable to determine precisely to what extent such bypass may occur. Alternative access providers, cable companies and wireless providers have all made clear their intent to compete for segments of the local exchange business. In addition, interexchange carriers are creating new value-added services based on Signaling System 7 and Advanced Intelligent Network technologies, similar to those under development by the local exchange companies. CBT's competitors range from small service bureaus to large interexchange carriers and multi-state cellular companies to joint ventures and other combinations of telecommunications and other companies.

During the fourth quarter 1994, two companies filed requests with the PUCO to offer basic local exchange telephone service within CBT's Ohio operating territory. CBT will actively participate in any proceedings which address the issue of local telecommunications competition.

The effect of this competition on CBT will ultimately be determined by federal and state regulatory and legislative actions and the type, quality and cost of CBT's services. CBT continues to position itself in this rapidly changing and convergent environment in order to remain competitive.

INFORMATION SYSTEMS

GENERAL. CBIS provides data processing and software development services for the telecommunications industry. CBIS is the leading supplier of billing solutions to the cellular telecommunications industry.

During 1994, CBIS substantially completed its disposal and restructuring plan by divesting its holdings in CBIS Federal and other businesses, closing its foreign data center, eliminating other unprofitable domestic and international activities and restructuring the remaining CBIS operations. As a result, CBIS is now focusing on high volume billing and customer transaction solutions that serve wireless and wireline telecommunications companies.

CBIS's principal domestic markets include cellular telephone providers and their resellers, inter-exchange carriers, independent telephone companies and regional Bell operating companies.

Internationally, CBIS's principal markets include post, telegraph & telephone ("PTT's") organizations, mobile telecommunications providers and their resellers, and new competing networks. In the United Kingdom, CBIS Ltd. is an ISO-9001 certified supplier with TickIT accreditation.

CBIS continues to develop open-systems, client-server billing applications that could serve wireline, wireless and interexchange companies. These new applications will form a foundation for more advanced solutions that CBIS expects to deliver to current and future clients.

COMPETITION. The telecommunications information systems and services market is highly competitive. Such competition has increased in recent years and is likely to increase in the future. Some of CBIS's competitors have substantially greater financial and other resources more readily available than CBIS. Competition is based mainly on product quality, performance, price and the quality of client service. Except for the U.S. cellular telephone market (where CBIS serves cellular companies that have a significant portion of the market), CBIS has small market shares in the other areas of its business and faces vigorous competition.

In March 1995, a service bureau client of CBIS that represents approximately five percent of CBIS's revenues decided not to renew its contract with CBIS. The current contract expires in 1997.

MARKETING SERVICES

GENERAL. During 1994, MATRIXX became larger and more profitable because of its WATS Marketing acquisition in 1993 and its growth in its existing business. The majority of MATRIXX's customers come from the telecommunications, financial services, consumer products, high technology and direct marketing industries. MATRIXX concentrates on servicing business needs in the telephone marketing and related marketing service areas by offering an integrated package of services to its customers including, without limitation, inbound and outbound telephone marketing, business-to-business telephone marketing, marketing research, fulfillment, direct mail, database management, and facilities management.

MATRIXX's inbound and outbound telephone marketing services enable clients to manage high volumes of inbound and outbound customer contacts in an environment of shared resources and also increases market awareness with rapid response to consumer requests for information or services. Its business-to-business telephone marketing provides sales and customer service personnel who act as the sales arm and/or marketing service representatives for the client. They take orders, sell by telephone and provide information about the client's promotion plans, quantity discounts and new products, both to retailers and distributors. MATRIXX's marketing research services assist clients in finding and qualifying customers before they offer a new product or service to the market. By offering full service marketing research, MATRIXX can support its clients in their strategic planning and tactical decision-making process. MATRIXX also designs customized client solutions for consumer markets with a dedicated staff and services uniquely tailored to the needs of each client.

MATRIXX has international operations in Europe with headquarters in Paris and an office in the United Kingdom, offering business-to-business and business-to-consumer telephone marketing, including toll-free services, direct response services and facilities management.

COMPETITION. The telephone marketing agency business in the United States is highly competitive, with MATRIXX's competitors ranging in size from very small firms offering special applications or short term projects to large independent firms and "in-house" divisions of potential client companies with size and capabilities equal to those of MATRIXX. The continued trend in the outsourcing of telephone marketing is important for MATRIXX's continued growth. The telephone marketing agency business in Europe is in the early stages of development. The business is very competitive and overcapacity exists in a market that has not developed very rapidly during the past several years. MATRIXX is one of several companies controlling a large portion of the French market.

OTHER BUSINESSES

GENERAL. Most of the Company's business other than CBT, CBIS and MATRIXX is conducted by other subsidiaries of the Company or by partnerships in which the Company owns an interest.

CBLD is a reseller of long distance telecommunications services. CBLD sells high-quality, competitively-priced long distance services and products to residence customers and small to medium-sized businesses in Ohio, Indiana, Kentucky, Western Pennsylvania and Michigan. CBLD also provides voice mail and paging services.

CBD provides printed Yellow Pages directories and other directory services. In addition, CBD publishes and provides the White Pages directories for CBT. CBD continually evaluates new product offerings in both the print and emerging electronic categories of distribution.

Cincinnati Bell Supply Company engages in the purchase, sale and reconditioning of telecommunications and computer equipment to customers nationwide.

Cincinnati Bell Properties Inc. owns certain real estate used by the Company.

The Company (through its wholly owned subsidiary, Cincinnati Bell Cellular Systems Company) is a limited partner with a 45% interest in a limited partnership (of which Ameritech Mobile Phone Service of Cincinnati, Inc. is the general partner) in the cellular mobile telephone service business in the Greater Cincinnati, Columbus and Dayton areas. Cincinnati Bell Cellular Systems Company has commenced a lawsuit against Ameritech Mobile Phone Service of Cincinnati, Inc. asking that the partnership be dissolved. See "Legal Proceedings".

COMPETITION. CBLD, CBD and Cincinnati Bell Supply Company are faced with fierce competition from businesses offering similar products and services. Their success will be determined by how well they meet the changing needs of their customers.

RELATIONSHIP WITH AT&T

The Company and its subsidiaries are parties to several agreements with AT&T and its affiliates pursuant to which the Company and its subsidiaries either purchase equipment, materials, services and advice from AT&T and its affiliates or derive significant revenues from AT&T and its affiliates by providing to them network services, information management systems and marketing services. With the completion of the merger of AT&T and McCaw Cellular Communications Inc., in 1994, the Company's revenues from AT&T (combined with McCaw) have increased compared to prior years. During 1994, the Company's revenues from AT&T (excluding network access revenues) were approximately $228 million or 18.6% of the Company's consolidated revenues, and the Company's purchases of goods and services from AT&T and its affiliates were approximately $80 million. For 1994 revenues from AT&T (combined with McCaw) accounted for 45% of the information systems segment revenues.

CAPITAL ADDITIONS

The Company has been making large expenditures for construction of telephone plant and investments in its existing subsidiaries and new businesses. By reinvesting in its telephone plant, the Company expects to be able to introduce new products and services, respond to competitive challenges and increase the operating efficiency and productivity of its network.

The following is a summary of capital additions for the years 1990 through 1994:

Dollars in Thousands

	Telephone Plant Construction	Investments in Existing Subsidiaries and New Businesses	Total Capital Additions
1994	$112,755	$ 43,419	$156,174
1993	$111,595	$123,816	$235,411
1992	$ 94,956	$ 45,100	$140,056
1991	$115,931	$ 77,417	$193,348
1990	$127,690	$156,645	$284,335

The total investment in telephone plant increased from approximately $1,221 million at December 31, 1989 to approximately $1,447 million at December 31, 1994, after giving effect to retirements but before deducting accumulated depreciation at either date.

Anticipated capital additions in 1995 for the Company including all subsidiaries are approximately $140 million, of which $100 million is for telephone plant.

EMPLOYEES

At December 31, 1994 the Company and its subsidiaries had approximately 15,600 employees. CBT and CBIS had approximately 2,500 employees covered under collective bargaining agreements with the Communications Workers of America ("CWA"), which is affiliated with the AFL-CIO. Those agreements expire in May

1996 for CBT and September 1996 for CBIS.

In November 1994, CBT presented a separation offer to 18 of its senior managers, 12 of whom accepted the offer. In February 1995, the Company approved a restructuring plan for CBT which will result in the need for fewer people to operate that business. In all, CBT expects to eliminate approximately 800 management and hourly positions by 1997.

BUSINESS SEGMENT INFORMATION

The amounts of revenues, operating income, assets, capital additions and depreciation and amortization attributable to each of the business segments of the Company for the year ended December 31, 1994 is set forth in the table relating to business segment information in Note 21 of the Notes to Financial Statements in the Company's annual report to security holders, and such table is incorporated herein by reference.

ITEM 2. PROPERTIES

The property of the Company is principally telephone plant which does not lend itself to description by character and location of principal units. Other property of the Company is principally computer equipment, computer software, furniture and fixtures.

The gross investment in telephone plant and other property, in thousands of dollars, at December 31, 1994 was as follows:

Telephone Plant	
Land, buildings and leasehold improvements	$ 184,847
Central office equipment	551,619
Connecting lines (not on customer premises)	578,921
Station equipment	28,538
Furniture, fixtures, vehicles and other	88,341
Telephone plant under construction	15,145
Total telephone plant	1,447,411
Other Property	
Information systems	175,256
Marketing services	62,811
Other	41,288
Total other property	279,355
Total	$1,726,766

Substantially all of the installations of central office equipment and garages are located in buildings owned by CBT situated on land which it owns. Some CBT business and administrative offices are in rented quarters, most of which are included in capitalized leases.

The Company owns and occupies a 120,000 square foot building in Erlanger, Kentucky, which is a training and education facility.

In March 1995, CBIS entered into a build-to-suit lease agreement for a new office building and data center in Maitland, Florida. Under the terms of the agreement, the lease is a 15 year lease term with four 5-year renewal options. The office building will contain 125,000 square feet and the data center will be in a separate building of 60,000 square feet. The annual base rent will be approximately $3.7 million for an initial total commitment of $55.5 million over the 15 year term.

CBIS, MATRIXX and other Company subsidiaries lease office space in various cities on commercially reasonable terms. Upon the expiration or termination of any such leases, these companies could obtain comparable office space. CBIS also leases some of the computer hardware, computer software and office equipment necessary to conduct its business pursuant to short term leases, some of which are capitalized leases.

ITEM 3. LEGAL PROCEEDINGS

None, except as described below.

Cincinnati Bell Cellular Systems Company ("CBCSC") is a limited partner in a partnership (of which Ameritech Mobile Phone Service of Cincinnati, Inc. is the general partner) which provides cellular mobile telephone service in the Greater Cincinnati, Dayton and Columbus areas. The partnership operates in a 9,500 square mile area that contains a population of approximately four million people. On February 23, 1994, CBCSC filed an action in the Court of Chancery of the State of Delaware for New Castle County in which CBCSC seeks a dissolution of the limited partnership, the appointment of a liquidating trustee and damages against the general partner. CINCINNATI BELL CELLULAR SYSTEMS COMPANY V. AMERITECH MOBILE PHONE SERVICE OF CINCINNATI, INC., ET AL.

On April 20, 1983, the Company and Anixter Bros., Inc. ("Anixter") formed a joint venture (the "Joint Venture") for the purpose of engaging in the distribution of electrical wire and cable, cable television products and telephone and communications products. The Joint Venture was to terminate on December 31, 1993. On November 11, 1993, the Company filed a Complaint against Anixter and the Joint Venture in the Court of Common Pleas for Hamilton County contending that Anixter refused to compensate the Company for the going concern value of the Joint Venture and that the managing partner failed to account properly for revenues and expenses of the Joint Venture. On December 14, 1993, Anixter removed the case to the federal district court for the Southern District of Ohio, and on December 16, 1993 filed its Answer and Counterclaim contending that the Company wrongfully competed with the Joint Venture. On January 10, 1994, the Company filed a motion to remand the case to state court contending that the federal court lacked jurisdiction. On November 25, 1994, the Company filed a petition for mandamus in the U.S. Court of Appeals for the Sixth Circuit asking that court to order the District Court to remand the case to the state court. CINCINNATI BELL INC. V. ANIXTER BROS., INC., ET AL.

The Federal Communications Commission has issued orders that require CBT to refund to interexchange carriers certain amounts based on CBT's having exceeded targeted earning levels for interstate access services for the 1987-1988 access period. CBT has appealed the FCC orders, and its appeals have been consolidated with numerous other appeals involving similar issues pending in the U.S. Circuit Court of Appeals for the District of Columbia. MCI TELECOMMUNICATIONS CORP., ET AL. V. FCC AND USA.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF THE SECURITY HOLDERS

No matter was submitted to a vote of security holders in the fourth quarter of the fiscal year covered by this report.

EXECUTIVE OFFICERS OF THE REGISTRANT (DURING 1994).

The names, ages and positions of the executive officers of the Company are as follows:

Name	Age (as of 3/31/95)	Title
Dwight H. Hibbard (a,b)	71	Chairman of the Board
John T. LaMacchia (a,b)	53	President and Chief Executive Officer
Raymond R. Clark (a)	57	Executive Vice President and Chief Executive Officer of Cincinnati Bell Telephone Company
Brian C. Henry	38	Executive Vice President and Chief Financial Officer
David J. Lahey (c)	56	Executive Vice President
William H. Zimmer III	41	Secretary and Treasurer
Donald E. Hoffman (d)	56	Senior Vice President of Cincinnati Bell Telephone Company
Scott Aiken (e)	59	Vice President of Cincinnati Bell Telephone Company
James F. Orr (f)	49	President and Chief Executive Officer of CBIS
William D. Baskett III	55	General Counsel and Chief Legal Officer
Barbara J. Stonebraker	50	Senior Vice President of Cincinnati Bell Telephone Company

(a) Member of the Board of Directors

(b) Member of the Executive Committee

(c) Served as President and Chief Executive Officer of CBIS and Chairman of MATRIXX until December 31, 1994.

(d) Served as an officer until February 28, 1995.

(e) Served as an officer until December 30, 1994.

(f) Effective January 1, 1995, Mr. Orr was elected President and Chief Executive Officer of CBIS.

Officers are elected annually but are removable at the discretion of the Board of Directors.

DWIGHT H. HIBBARD, Chairman of the Board since January 1, 1985; Chief Executive Officer of the Company, 1985-September 30, 1993; Chairman of Cincinnati Bell Telephone Company, 1985-October 31, 1993. Director of Teradyne, Inc.

JOHN T. LAMACCHIA, President and Chief Executive Officer of the Company since October 1, 1993; President of the Company since January 1, 1988; Chief Operating Officer of the Company, 1988-September 30, 1993; Chairman of Cincinnati Bell Information Systems Inc. since October 1988. Director of Multimedia, Inc. and The Kroger Company.

RAYMOND R. CLARK, Executive Vice President of the Company since January 1, 1987; Chief Executive Officer of Cincinnati Bell Telephone Company since January 1, 1988; President since January 1, 1987. Director of Star Banc Corporation, Ohio National Life Insurance Company and Xtek, Inc.

BRIAN C. HENRY, Executive Vice President and Chief Financial Officer of the Company since March 29, 1993; Vice President and Chief Financial Officer of Mentor Graphics, February 1986 to March 28, 1993.

DAVID J. LAHEY, Executive Vice President of the Company since January 1, 1993; President and Chief Executive Officer of CBIS, February 4, 1994-December 31, 1994; Chairman of MATRIXX Marketing Inc., January 1, 1993-December 31, 1994; President and Chief Executive Officer of MATRIXX Marketing Inc., February 2, 1989 December 31, 1992.

WILLIAM H. ZIMMER III, Secretary and Treasurer of the Company since August 1, 1991; Secretary and Assistant Treasurer of the Company, December 1, 1988-July 31, 1991.

DONALD E. HOFFMAN, Senior Vice President of Cincinnati Bell Telephone Company January 1, 1990-February 28, 1995.

SCOTT AIKEN, Vice President of Cincinnati Bell Telephone Company, May 13, 1985-December 30, 1994.

JAMES F. ORR, President and Chief Executive Officer of CBIS since January 1, 1995; Chief Operating Officer of CBIS, February 4, 1994-December 31, 1994; President and Chief Executive Officer of MATRIXX Marketing Inc., January 1, 1993-December 31, 1994; Vice President-Market Development, January 1, 1989-December 31, 1992.

WILLIAM D. BASKETT III, General Counsel and Chief Legal Officer of the Company since July 1993; Partner of Frost & Jacobs since 1970.

BARBARA J. STONEBRAKER, Senior Vice President of Cincinnati Bell Telephone Company since 1990.

PART II

ITEM 5. MARKET FOR THE REGISTRANT'S COMMON EQUITY AND RELATED SECURITY HOLDER MATTERS.

Cincinnati Bell Inc. (symbol: CSN) common shares are listed on the New York Stock Exchange and on the Cincinnati Stock Exchange. As of February 28, 1995 there were approximately 21,553 holders of record of the 66,061,106 outstanding Common Shares of the Company. The high and low sales prices and dividends declared per common share each quarter for the last two fiscal years are listed below:

Quarter		1st	2nd	3rd	4th
1994	High	$18 7/8	$17 1/2	$20 1/8	$19 1/2
	Low	$15 1/2	$15 3/8	$16	$16 3/4
	Dividend Declared	$ .20	$ .20	$ .20	$ .20
1993	High	$23	$24 3/8	$23 1/2	$24
	Low	$16 1/8	$21	$19 1/8	$17 7/8
	Dividend Declared	$ .20	$ .20	$ .20	$ .20

ITEMS 6 THROUGH 8.

The Selected Financial Data, Management's Discussion and Analysis of Financial Condition and Results of Operations, and Financial Statements and Supplementary Data required by these items are included in the registrant's annual report to security holders for the fiscal year ended December 31, 1994 included in Exhibit 13 and are incorporated herein by reference pursuant to General Instruction G(2).

ITEM 9. DISAGREEMENTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

No disagreements with accountants on any accounting or financial disclosure occurred during the period covered by this report.

PART III

ITEMS 10 THROUGH 13.

Information regarding executive officers required by Item 401 of Regulation S-K is furnished in a separate disclosure in Part I of this report under the caption "Executive Officers of the Registrant" since the registrant did not furnish such information in its definitive proxy statement prepared in accordance with Schedule 14A.

The other information required by these items is included in the registrant's definitive proxy statement dated March 13, 1995 in the first paragraph on page 2, the accompanying notes on page 2 and the last paragraph on page 2, the information under "Election of Directors" on pages 6 and 7, the information under "Share Ownership of Directors and Officers" on pages 4 and 5, the information under "Executive Compensation" on pages 12 through 16, and the information under "Compensation Committee Interlocks and Insider Participation" on page 4. The foregoing is incorporated herein by reference pursuant to General Instruction G(3).

PART IV

ITEM 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULE, AND REPORTS ON FORM 8-K.

(a) Documents filed as part of this report:

(1) Consolidated Financial Statements:

(2) Financial Statement Schedule:

Financial statements and financial statement schedules other than that listed above have been omitted because the required information is contained in the financial statements and notes thereto, or because such schedules are not required or applicable.

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* Incorporated herein by reference to the appropriate portions of the registrant's annual report to security holders for the fiscal year ended December 31, 1994. (See Part II)

(3) Exhibits

Exhibits identified in parenthesis below, on file with the Securities and Exchange Commission ("SEC"), are incorporated herein by reference as exhibits hereto.

Exhibit Number	
(3)(a)	Amended Articles of Incorporation effective November 9, 1989. (Exhibit (3)(a) to Form 10-K for 1989, File No. 1-8519).
(3)(b)	Amended Regulations of the Registrant. (Exhibit 3.2 to Registration Statement No. 2-96054).
(4)(a)	Provisions of the Amended Articles of Incorporation and the Amended Regulations of the registrant which define the rights of holders of Common Shares and the Preferred Shares are incorporated by reference to such Amended Articles filed as Exhibit (3)(a) hereto and such Amended Regulations filed as Exhibit (3)(b) hereto.
(4)(b)(i)	Rights Agreement dated as of October 27, 1986 between the Company and Morgan Shareholder Services Trust Company, Rights Agent. (Exhibit (1) to Form 8-A, File No. 1-8519).
(4)(b)(ii)	First Amendment to Rights Agreement, dated as of October 3, 1988, between the Company and Morgan Shareholder Services Trust Company, Rights Agent. (Exhibit (4)(b)(ii) to Form 10-K for 1988, File No. 1-8519).
(4)(c)(i)	Indenture dated June 15, 1990 between Cincinnati Bell Inc. and The Bank of New York, Trustee, in connection with $75,000,000 of Cincinnati Bell Inc. Ten Year 9.10% Notes Due June 15, 2000. (Exhibit (4)(c)(ii) to Form 10-K for 1990, File No. 1-8519).
	Indenture dated December 15, 1992 between Cincinnati Bell Inc., Issuer, and The Bank of New York, Trustee, in connection with $100,000,000 of Cincinnati Bell Inc. 6.70% Notes Due December 15, 1997. A copy of this Indenture is not being filed because it is similar in all material respects to the Indenture filed as Exhibit (4)(c)(i) above.
	Indenture dated July 1, 1993 between Cincinnati Bell

Inc., Issuer, and The Bank of New York, Trustee, in connection with $50,000,000 of Cincinnati Bell, Inc. 7 1\4% Notes Due June 15, 2023. Exhibit 4-A to Form 8-K, date of report July 12, 1993, File No. 1-8519.

(4)(c)(ii)	Indenture dated December 27, 1989 among Cincinnati Bell Telephone Company, Issuer, Cincinnati Bell Inc., Guarantor, and The Bank of New York (Delaware), Trustee, in connection with $40,000,000 of Cincinnati Bell Telephone Company Guaranteed Ten Year 8 5/8% Notes, Due December 15, 1999. (Exhibit 4(c)(ii) to Form 10-K for 1992, File No. 1-8519).

	Indenture dated April 30, 1986 among Cincinnati Bell Telephone Company, Issuer, Cincinnati Bell Inc., Guarantor, and The Bank of New York (Delaware), Trustee, in connection with $40,000,000 of Cincinnati Bell Telephone Company Guaranteed Ten Year 7.30% Notes, Due April 30, 1996. A copy of this Indenture is not being filed because it is similar in all material respects to the Indenture filed as Exhibit (4)(c)(ii) above.
(4)(c)(iii)	Indenture dated August 1, 1962 between Cincinnati Bell Telephone Company and Bank of New York, Trustee (formerly, The Central Trust Company was trustee), in connection with $20,000,000 of Cincinnati Bell Telephone Company Forty Year 4 3/8% Debentures, Due August 1, 2002. (Exhibit 4(c)(iii) to Form 10-K for 1992, File No. 1-8519).
	Indenture dated October 1, 1958 between Cincinnati Bell Telephone Company and Bank of New York, Trustee (formerly, The Central Trust Company was trustee), in connection with $25,000,000 of Cincinnati Bell Telephone Company Thirty-Five Year 4 1/2% Debentures, Due October 1, 1993. A copy of this Indenture is not being filed because it is similar in all material respects to the Indenture filed as Exhibit (4)(c)(iii) above.
	Indenture dated August 1, 1971 between Cincinnati Bell Telephone Company and Bank of New York, Trustee (formerly The Fifth Third Bank was trustee), in connection with $50,000,000 of Cincinnati Bell Telephone Company Forty Year 7 3/8% Debentures, Due August 1, 2011. A copy of this Indenture is not being filed because it is similar in all material respects to the Indenture filed as Exhibit (4)(c)(iii) above.
(4)(c)(iv)	Indenture dated as of October 27, 1993 among Cincinnati Bell Telephone Company, as Issuer, Cincinnati Bell Inc., as Guarantor, and The Bank of New York, as Trustee. (Exhibit 4-A to Form 8-K, date of report October 27, 1993, File No. 1-8519).
(4)(c)(v)	No other instrument which defines the rights of holders of long term debt of the registrant is filed herewith pursuant to Regulation S-K, Item 601(b)(4)(iii)(A). Pursuant to this regulation, the registrant hereby agrees to furnish a copy of any such instrument to the SEC upon request.
(10)(ii)(B)	Agreement Establishing Cincinnati SMSA Limited Partnership between Advanced Mobile Phone Service, Inc. and Cincinnati Bell Inc. executed on December 9, 1982.

(Exhibit (10)(k) to Registration Statement No. 2-82253).

(10)(iii)(A)(1)(i)*	Short Term Incentive Plan of Cincinnati Bell Inc., as amended February 3, 1986. (Exhibit (10)(iii)(A)(1) to Form 10-K for 1986, File No. 1-8519).
(10)(iii)(A)(1)(ii)*	Amendment to Short Term Incentive Plan of Cincinnati Bell Inc. (effective December 5, 1988). (Exhibit (10)(iii)(A)(1)(ii) to Form 10-K for 1988, File No. 1-8519).

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* Management contract or compensatory plan required to be filed as an exhibit pursuant to Item 14(c) of Form 10-K.

(10)(iii)(A)(2)(i)*	Cincinnati Bell Inc. Senior Management Long Term Incentive Plan, as amended January 1, 1984. (Exhibit (10)(iii)(A)(2) to Form 10-K for 1986, File No. 1-8519).
(10)(iii)(A)(2)(ii)*	Amendment to Cincinnati Bell Senior Management Long Term Incentive Plan (effective December 5, 1988). (Exhibit (10)(iii)(A)(2)(ii) to Form 10-K for 1988, File No. 1-8519).
(10)(iii)(A)(3)*	Cincinnati Bell Inc. Deferred Compensation Plan for Non-Employee Directors, as amended July 1, 1983. (Exhibit (10)(iii)(A)(3) to Form 10-K for 1986, File No. 1-8519).
(10)(iii)(A)(4)(i)*	Cincinnati Bell Inc. Pension Program, as amended effective June 5, 1989. (Exhibit (10)(iii)(A)(4) to Form 10-K for 1989, File No. 1-8519).
(10)(iii)(A)(4)(ii)*	Cincinnati Bell Inc. Pension Program, as amended effective November 4, 1991.
(10)(iii)(A)(5)*	Cincinnati Bell Inc. 1988 Incentive Award Deferral Plan, as amended (effective November 11, 1988). (Exhibit (10)(iii)(A)(5) to Form 10-K for 1988, File No. 1-8519).
(10)(iii)(A)(6)(i)*	Cincinnati Bell Inc. Senior Management Incentive Award Deferral Plan, as amended January 1, 1984. (Exhibit (10)(iii)(A)(6) to Form 10-K for 1986, File No. 1-8519).
(10)(iii)(A)(6)(ii)*	Amendment to Cincinnati Bell Senior Management Incentive Award Deferral Plan (effective December 5, 1988). (Exhibit (10)(iii)(A)(6)(ii) to Form 10-K for 1988, File No. 1-8519).
(10)(iii)(A)(7)(i)*	Executive Employment Agreement dated December 1, 1987 between the Company and Dwight H. Hibbard. (Exhibit (10)(iii)(A)(8) to Form 10-K for 1987, File No. 1-8519).
(10)(iii)(A)(7)(ii)*	Amendment to Executive Employment Agreement dated November 4, 1991 between the Company and Dwight H. Hibbard. (Exhibit (10)(iii)(A)(8)(ii) to Form 10-K for 1991, File No. 1-8519).
(10)(iii)(A)(7)(iii)*	Amendment to Executive Employment Agreement Dated April 20, 1992 between the Company and Dwight H. Hibbard.
(10)(iii)(A)(7)(iv)*	Amendment to Executive Employment Agreement dated February 4, 1994 between the Company and Dwight H.

Hibbard. (Exhibit (10)(iii)(A)(8)(iii) to Form 10-K for 1993, File No. 1-8519).

(10)(iii)(A)(8)*	Executive Employment Agreement dated December 1, 1987 between the Company and John T. LaMacchia. (Exhibit (10)(iii)(A)(10) to Form 10-K for 1987, File No. 1-8519).

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* Management contract or compensatory plan required to be filed as an exhibit pursuant to Item 14(c) of Form 10-K.

(10)(iii)(A)(9)*	Executive Employment Agreement dated December 1, 1987 between the Company and Raymond R. Clark. (Exhibit (10)(iii)(A)(11) to Form 10-K for 1987, File No. 1-8519).
(10)(iii)(A)(10)*	Compensation Agreement between the Company and Sheldon Horing, effective January 1, 1991. (Exhibit (10)(iii)(A)(12) to Form 10-K for 1991, File No. 1-8519).
(10)(iii)(A)(11)*	Separation and Consulting Agreement and Waiver and Release between the Company and Sheldon Horing effective March 11, 1994.
(10)(iii)(A)(12)*	Employment Agreement dated as of April 1, 1988 between the Company and David J. Lahey. (Exhibit (10)(iii)(A)(16) to Form 10-K for 1991, as amended, File No. 1-8519).
(10)(iii)(A)(13)*	Employment Agreement dated as of February 7, 1994 between the Company and David J. Lahey. (Exhibit (10)(iii)(A)(13) to Form 10-K for 1993, File No. 1-8519).
(10)(iii)(A)(14)*	Executive Employment Agreement dated as of March 29, 1993 between the Company and Brian C. Henry. (Exhibit (10)(iii)(A)(14) to Form 10-K for 1993, File No. 1-8519).
(10)(iii)(A)(15)(i)*	Employment Agreement dated as of January 1, 1989 between the Company and James F. Orr. (Exhibit (10)(iii)(A)(15)(i) to Form 10-K for 1993, File No. 1-8519).
(10)(iii)(A)(15)(ii)*	Amendment to Employment Agreement dated as of June 30, 1993 between the Company and James F. Orr. (Exhibit (10)(iii)(A)(15)(ii) to Form 10-K for 1993, File No. 1-8519).
(10)(iii)(A)(16)*	Employment Agreement dated as of December 31, 1993 between the Company and James F. Orr. (Exhibit (10)(iii)(A)(16) to Form 10-K for 1993, File No. 1-8519).
(10)(iii)(A)(17)(i)*	Employment Agreement dated as of August 19, 1994 between the Company and James F. Orr.
(10)(iii)(A)(17)(ii)*	Amendment to Employment Agreement dated as of October 31, 1994 between the Company and James F. Orr.
(10)(iii)(A)(18)*	Employment Agreement dated as of December 30, 1994 between the Company and Barbara J. Stonebraker.
(10)(iii)(A)(19)*	Separation Agreement and Waiver and Release between the Company and Donald E. Hoffman dated December 21, 1994.
(10)(iii)(A)(20)(i)*	Cincinnati Bell Inc. Executive Deferred Compensation

Plan. (Exhibit (10)(iii)(A)(17) to Form 10-K for 1993, File No. 1-8519).

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*Management contract or compensatory plan required to be filed as an exhibit pursuant to Item 14(c) of Form 10-K.

(10)(iii)(A)(20)(ii)*	Amendment to Cincinnati Bell Inc. Executive Deferred Compensation Plan effective January 1, 1994.
(10)(iii)(A)(21)(i)*	Cincinnati Bell Inc. 1988 Long Term Incentive Plan. (Exhibit (10)(iii)(A)(12)(i) to Form 10-K for 1988, File No. 1-8519).
(10)(iii)(A)(21)(ii)*	Amendment to Cincinnati Bell Inc. 1988 Long Term Incentive Plan effective December 5, 1988. (Exhibit (10)(iii)(A)(12)(ii) to Form 10-K for 1988, File No. 1-8519).
(10)(iii)(A)(22)*	Cincinnati Bell Inc. 1988 Stock Option Plan for Non-Employee Directors. (Exhibit (10) (iii)(A)(13) to Form 10-K for 1988, File No. 1-8519).
(10)(iii)(A)(23)*	Cincinnati Bell Inc. 1989 Stock Option Plan. (Exhibit (10)(iii)(A)(14) to Form 10-K for 1989, File No. 1-8519).
(10)(iii)(A)(24)*	Cincinnati Bell Inc. Retirement Plan for Outside Directors. (Exhibit (10)(iii)(A)(21) to Form 10-K for 1993, File No. 1-8519).
(11)	Computation of Earnings (Loss) per Common Share.
(12)	Computation of Ratio of Earnings to Combined Fixed Charges and Preferred Dividends.
(13)	Portions of the Cincinnati Bell Inc. annual report to security holders for the fiscal year ended December 31, 1994 as incorporated by reference including the Selected Financial Data, Report of Management, Report of Independent Accountants, Management's Discussion and Analysis and Consolidated Financial Statements.
(21)	Subsidiaries of the Registrant.
(23)	Consent of Independent Accountants.
(24)	Powers of Attorney.
(27)	Financial Data Schedules.
(99)(a)	Annual Report on Form 11-K for the Cincinnati Bell Inc. Retirement Savings Plan (formerly the Cincinnati Bell Inc. Savings Plan for Salaried Employees) for the year 1994 will be filed by amendment on or before June 30, 1995.
(99)(b)	Annual Report on Form 11-K for the Cincinnati Bell Inc. Savings and Security Plan for the year 1994 will be filed by amendment on or before June 30, 1995.
(99)(c)	Annual Report on Form 11-K for the MATRIXX Marketing Inc. Profit Sharing/401(k) Plan for the year 1994 will be filed by amendment on or before June 30, 1995.

(99)(d) Annual Report on Form 11-K for the CBIS Retirement and Savings Plan for the year 1994 will be filed by amendment on or before June 30, 1995.

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*Management contract or compensatory plan required to be filed as an exhibit pursuant to Item 14(c) of Form 10-K.

The Company will furnish, without charge, to a security holder upon request, a copy of the documents, portions of which are incorporated by reference (Annual Report to security holders and proxy statement), and will furnish any other exhibit at cost.

(b) Reports on Form 8-K.

No reports on Form 8-K were filed during the last quarter of the period covered by this report.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

CINCINNATI BELL INC.

March 28, 1995

By /s/ Brian C. Henry

Brian C. Henry,
Executive Vice President and
Chief Financial Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated.

Signature	Title	Date
JOHN T. LAMACCHIA* John T. LaMacchia	Principal Executive Officer; President, Chief Executive Officer and Director	
BRIAN C. HENRY* Brian C. Henry	Principal Accounting and Financial Officer; Executive Vice President and Chief Financial Officer	
JOHN F. BARRETT* John F. Barrett	Director	

PAUL W. CHRISTENSEN, JR.*	Director	
Paul W. Christensen, Jr.		
RAYMOND R. CLARK*	Director	
Raymond R. Clark		
PHILLIP R. COX*	Director	
Phillip R. Cox		
WILLIAM A. FRIEDLANDER*	Director	
William A. Friedlander		
DWIGHT H. HIBBARD*	Chairman of the Board and Director	
Dwight H. Hibbard		
ROBERT P. HUMMEL, M.D.*	Director	
Robert P. Hummel, M.D.		

Signature	Title	Date
JAMES D. KIGGEN*	Director	
James D. Kiggen		
MARY D. NELSON*	Director	
Mary D. Nelson		
DAVID B. SHARROCK*	Director	
David B. Sharrock		

*By /s/ Brian C. Henry   March 28, 1995

Brian C. Henry
as attorney-in-fact and on his behalf
as Executive Vice President and
Chief Financial Officer

REPORT OF INDEPENDENT ACCOUNTANTS

To the Shareowners of
Cincinnati Bell Inc.

Our report on the consolidated financial statements of Cincinnati Bell Inc. has been incorporated by reference in this Form 10-K from page 23 of the 1994 annual report of Cincinnati Bell Inc. In connection with our audits of such consolidated financial statements, we have also audited the related financial statement schedule on page 23 of this Form 10-K.

In our opinion, the financial statement schedule referred to above, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information required to be included therein.

/s/ COOPERS & LYBRAND L.L.P.

COOPERS & LYBRAND L.L.P.

Cincinnati, Ohio
February 13, 1995

Schedule II

CINCINNATI BELL INC.
SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS
(Thousands of Dollars)

COL. A	COL. B	COL. C		COL. D	COL. E
		Additions		Deductions	
		(1)	(2)		
Description	Balance at Beginning of Period	Charged to Expenses	Charged to Other Accounts	Balance	at End of Period
Year 1994					
Allowance for doubtful accounts.	$ 14,031	$ 11,099	$ 2,966 (a)	$ 14,040 (b)	$ 14,056
Accrual for disposal and restructuring	$ 35,385	$ (2,000)	$ 0	$ 22,309	$ 11,076
Deferred tax valuation allowance	$ 3,391	$ (985)	$ 21,015	$ 0	$ 23,421
Year 1993					
Allowance for doubtful accounts.	$ 6,705	$ 14,614	$ 4,121 (a)	$ 11,409 (b)	$ 14,031
Accrual for disposal and restructuring	$ 10,545	$ 35,385	$ 0	$ 10,545	$ 35,385
Deferred tax valuation allowance	$ 6,711	$ (3,881)	$ 561	$ 0	$ 3,391
Year 1992					
Allowance for doubtful accounts.	$ 4,959	$ 8,225	$ 5,140 (a)	$ 11,619 (b)	$ 6,705
Accrual for disposal and restructuring	$ 9,991	$ 10,545	$ 0	$ 9,991	$ 10,545
Deferred tax valuation allowance	$ 5,419	$ 0	$ 1,292	$ 0	$ 6,711

<FN>

(a) Primarily includes amounts previously written off which were credited directly to this account when recovered and an allocation of the purchase price for receivables purchased from Interexchange Carriers.

(b) Primarily includes amounts written off as uncollectible.

Exhibit (10)(iii)(A)(4)(ii)
to Form 10-K 1994

CINCINNATI BELL INC.

PENSION PROGRAM

November 4, 1991

CINCINNATI BELL INC.
PENSION PROGRAM

Table of Contents

CINCINNATI BELL INC.

PENSION PROGRAM

SECTION 1. Statement of Purpose

The purpose of the Cincinnati Bell Inc. Pension Program is to provide supplementary pension benefits and death benefits for Senior Managers of Cincinnati Bell Inc. and such of the subsidiaries of Cincinnati Bell Inc. which have determined, with the concurrence of the Board of Directors of Cincinnati Bell Inc., to participate in this Plan.

SECTION 2. Definitions

1. The term "Board of Directors" shall mean the Board of Directors of Cincinnati Bell Inc.

2. The word "Committee" shall mean the Compensation Committee of the Board of Directors of Cincinnati Bell Inc.

3. The term "designated beneficiary" shall mean the person or entity designated by a Senior Manager on forms furnished and in the manner prescribed by the Committee.

4. The term "Participating Company" shall mean Cincinnati Bell Inc. and such subsidiaries of Cincinnati Bell Inc. as have been designated as participating companies by the Board of Directors or the Committee.

5. The words "Pension Act" shall mean the Employee Retirement Income Security Act of 1974 (ERISA) as it may be amended from time to time.

6. The term "Pension Plan" shall mean the Cincinnati Bell Management Pension Plan.

7. The word "Plan" shall mean this Cincinnati Bell Inc. Pension Program.

8. The term "Senior Manager" shall mean an employee on the active roll of any Participating Company on or after October 1, 1991 (a) whose participation in the Plan has been approved by the Board of Directors or the Committee and (b) whose participation in the Plan has not been terminated by the Board of Directors or the Committee. A Senior Manager's participation in the Plan may be terminated by the Board of Directors or the Committee at any time prior to his retirement or death, in which event neither he nor any person claiming by or through him shall be

entitled to receive any benefit under the Plan, provided that the participation of a Vested Senior Manager may not be terminated.

9. "Vested Senior Manager" shall mean a Senior Manager who has attained aged 60 or who is employed as Chairman, President or Executive Vice President of Cincinnati Bell Inc.

10. The expression "year of service", except as expressly limited or stated elsewhere in the Plan, shall have the same meaning as that expression is used in the Pension Plan.

11. The expression "term of employment", except as expressly limited or stated elsewhere in the Plan, shall have the same meaning as that expression is used in the Pension Plan.

12. The use in this Plan of personal pronouns of the masculine gender is intended to include both the masculine and feminine genders.

SECTION 3. Administration

1. Cincinnati Bell Inc. shall be the Plan Administrator and the Sponsor of the Plan as those terms are defined in the Pension Act. The Committee shall have the administrative responsibilities set forth below.

2. (a) The Committee shall have the specific powers elsewhere herein granted to it and shall have such other powers as may be necessary in order to enable it to administer the Plan, except for powers herein granted or provided to be granted to others.

(b) The Committee may adopt such rules and regulations and may employ such persons as it deems appropriate for the proper administration of the Plan.

(c) The Committee shall grant or deny claims for benefits under the Plan with respect to employees of each Participating Company, and authorize disbursements according to this Plan. Adequate notice, pursuant to applicable law and prescribed Participating Company practices, shall be provided in writing to any participant or beneficiary whose claim has been denied, setting forth the specific reasons for such denial. In the event that a claim for benefits has been denied, the Committee shall afford the claimant a full and fair review of the decision denying the claim.

3. The Committee shall determine conclusively for all parties all questions arising in the administration of the Plan.

4. The expenses of the Committee in administering the Plan shall be borne by the Participating Companies.

5. Cincinnati Bell Inc., the Board of Directors, the Committee, and each Participating Company are each a named fiduciary as that term is used in the Pension Act with respect to the particular duties and responsibilities herein provided to be allocated to each of them.

6. The Board of Directors may allocate responsibilities for the operation and administration of the Plan consistent with the Plan's terms, including allocation of responsibilities to Participating Companies. The Board of Directors and other named fiduciaries may designate in writing other persons to carry out their respective responsibilities under the Plan, and may employ persons to advise them with regard to any such responsibilities.

7. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

SECTION 4. Benefits

1. Participation. All persons who are Senior Managers and who are participants in the Pension Plan are deemed participants in this Plan.

2. Eligibility

(a) Service Benefits. An individual who is a Senior Manager at the time of employment termination and who is eligible for a service pension pursuant to the terms of the Pension Plan is eligible for a service benefit pursuant to this Plan.

(b) Deferred Benefit

(i) Except as otherwise specified in Paragraph 6 of this Section 4, any individual who is a Senior Manager at the time of employment termination and who is eligible for a deferred vested pension pursuant to the terms and conditions of the Pension Plan is eligible for a deferred benefit pursuant to this Plan.

(ii) A Senior Manager who leaves the service of a Participating Company and who has elected to have his deferred vested pension payable early in reduced amounts pursuant to the terms and conditions of the Pension Plan shall be deemed to have elected to have his deferred benefits under this Plan payable early in reduced amounts under the same terms and conditions. In the event of such an election, the amount of deferred benefit otherwise payable under this Plan to such person shall be reduced in accordance with the same formulae as are set forth in the Pension Plan for the discounting of the deferred vested pension, unless the Committee, in its sole discretion, elects to waive such reduction.

(iii) When an eligible individual has filed a written request for a deferred vested pension pursuant to the requirements of the Pension Plan, he shall be deemed to have filed a request for the deferred benefit for which he may be eligible hereunder.

(c) Disability Benefit. An individual who while a Senior Manager has become eligible for a Disability Pension pursuant to the terms of the Pension Plan shall be eligible for a Disability Benefit hereunder. Should the Disability Pension be discontinued pursuant to the terms of the Pension Plan, the Disability Benefit hereunder shall be discontinued as well.

3. Benefit Amounts

(a) Computation of Benefit

(i) Benefit Formula:

The monthly benefit of each Senior Manager who retires on or after January 1, 1987 shall be equal to the result obtained (not less than zero) by subtracting the amount determined under Clause (B) of this Subparagraph (a)(i) from the amount determined under Clause (A) of this Subparagraph (a)(i):

(A) The product obtained by multiplying (1) 68% of the Senior Manager's average monthly compensation times (2) a fraction (not greater than 1) having a numerator equal to the number of years during his term of employment and a denominator of 30; provided, however, that in the case of a Senior Manager whose age at time of retirement is less than 60 years and who is granted a service benefit for reasons other than total disability as a result of sickness or injury, such product shall be reduced by 0.4167% for each calendar month or part thereof by which his age at time of retirement is less than 60 years.

(B) The sum of (1) the amount of the Senior Manager's monthly pension under the Pension Plan plus (2) the amount of his monthly primary Social Security benefit.

(ii) Average Monthly Compensation:

The "average monthly compensation" referred to in Subparagraph (a)(i) shall be the average of his monthly compensation earned for the 12-consecutive month period during the 36-consecutive month period ending on his retirement date which produces the highest dollar result. For purposes of this Subparagraph (a)(ii), "compensation" means the sum of (A) that portion of the Senior Manager's compensation from the Participating Companies which is included in his "compensation" under the Pension Plan plus (B) the Senior Manager's awards under Cincinnati Bell Inc. Short Term Incentive Plan. Compensation other than awards under the Cincinnati Bell Telephone Company Incentive Award Plan for 4th and 5th Level Managers and the Cincinnati Bell Inc. Short Term Incentive Plan shall be deemed to have been earned pro rata over the entire performance period to which such compensation relates. An award under the Cincinnati Bell Telephone Company Incentive Award Plan for 4th and 5th Level Managers or the Cincinnati Bell Inc.

Short Term Incentive Plan shall be deemed to have been earned on the last day of the performance period to which such award relates.

(iii) Primary Social Security Benefit:

The "primary Social Security Benefit" referred to in Subparagraph (a)(i) shall be:

(A) In the case of a Senior Manager who has attained age 65 on the date he retires, the unreduced primary monthly benefit to which the Senior Manager would be entitled, on proper application, at his retirement under the federal Social Security Act as in effect on the date of his retirement.

(B) In the case of a Senior Manager who has not attained age 65 on the date he retires, the unreduced primary monthly benefit to which the Senior Manager would be entitled, on proper application, at his 65th birthday under the federal Social Security Act as in effect on the date of his retirement, assuming that he did not receive any compensation after his retirement.

(C) For purposes of this Subparagraph (a)(iii), the primary Social Security Benefit of a Senior Manager shall not be adjusted to reflect reductions because the Senior Manager disqualifies himself by earnings or otherwise to receive the full amount of such benefit.

(b) Deferred Benefit Amount. The monthly benefit allowance for each Senior Manager eligible for a deferred benefit under the provisions of Paragraph 2(b) of this Section 4 shall be calculated exclusively in accordance with the provisions specified as applicable to those receiving a benefit under Paragraph 2(a) or 2(c) of this Section 4 effective as of the date such Senior Manager leaves the service of a Participating Company and, in any case, as if such Senior Manager had retired

on such date and no recomputation of the benefit shall be made after such date or as a result of amendments made to this Plan subsequent to such date. A Senior Manager who leaves the service of a Participating Company with eligibility for a deferred benefit in accordance with Paragraph 2(b) of this Section 4 but is not entitled to any other class of pension or benefit shall not be considered a retiree pursuant to the Pension Plan or a retired Senior Manager.

(c) Automatic Survivor Annuity. In the event of the death of a Senior Manager who is an active employee, who either has ten or more years of service or is eligible for a service benefit under Paragraph 2(a) of this Section 4 at the time of his death, who has not attained age 60 and who leaves a surviving spouse, such surviving spouse shall receive a survivor annuity in the amount of 45% of the benefit which would have been payable had such Senior Manager retired with a service benefit, regardless of his actual eligibility therefor, on the date of his death. For purposes of the automatic survivor annuity provided in this Paragraph 3(c), the reduction for retirement prior to age 60 in Clause (A) of Subparagraph (a)(i) of this Paragraph 4 shall not apply.

(d) Automatic Installment Distribution. In the event of the death of a Senior Manager who is an active employee, who either has ten or more years of service or is eligible for a service benefit under Paragraph 2(a) of this Section 4 and who has attained age 60, his designated beneficiary or, if none, his estate, shall receive a benefit payable in fifteen annual installments which shall be actuarially equivalent (as determined by the Committee) to the standard form of benefit which would have been payable to the Senior Manager if he had retired on the day preceding the date of his death.

(e) Waiver of Reductions. The Committee, in its sole discretion, may elect to waive in whole or in part any service or age reduction or discount otherwise applicable to the amount of a benefit payable to a Senior Manager under the Plan.

(f) Social Security Supplement. In the case of a Senior Manager who retires prior to attaining age 62, the Committee may, in its sole discretion, elect to provide the Senior Manager with a monthly Social Security supplement from the date of his retirement through the date he attains age 62 (or, if earlier, to the date of his death) in the amount of the Senior Manager's unreduced monthly primary Social Security benefit at age 62. This Social Security supplement shall be in addition to any other benefits provided under the Plan.

4. Standard Form of Benefits. Benefits shall be payable monthly or at such other periods as the Committee may determine in each case. Except for the reasons specified below, or as may be otherwise determined by the Committee, benefits granted under this Plan shall commence on the day following the date of retirement or at such other time as is herein provided for payment of a deferred benefit or disability benefit, and shall continue to the death of the retiree.

5. Optional Forms of Benefit. With the consent of the Committee, and subject to such rules as the Committee may prescribe, a Senior Manager may elect to have his benefit paid in one of the following forms: (a) fifteen equal annual installments; or (b) an annuity payable for the life of the Senior Manager and continuing to the Senior Manager's contingent annuitant for his life at one-half of the rate payable during their joint lives. Any optional form of benefit hereunder shall be actuarially equivalent (as determined by the Committee) to the standard form of benefit otherwise payable to the Senior Manager. If a Senior Manager whose benefit is being paid in fifteen annual installments dies

before receiving all of the installments, the remaining installments shall be paid, when due, to his designated beneficiary or, if none, to his estate.

6. Responsibility for Payment. The last Participating Company to employ a Senior Manager prior to his retirement or termination of employment shall be responsible for the full benefit, if any, payable to the Senior Manager or his beneficiary under the Plan.

SECTION 5. Death Benefits

1. Participation and Administration. All Senior Managers who have attained a level higher than Fifth Level or its equivalent shall be participants in the Death Benefit Plan under this Plan. The Death Benefit Plan herein provides for accident, sickness and pensioner death benefits in addition to, and subject to the same terms and conditions and administered in the same manner as the Death Benefit Plan within the Pension Plan, except as is herein specified.

2. Definition of Wages. For purposes of Death Benefits under this Plan, one year's wages is defined as follows:

(a) For an eligible Senior Manager who dies while an active employee or who retires on or after January 1, 1987, the Senior Manager's Standard Award in effect under the Cincinnati Bell Inc. Short Term Incentive Plan.

(b) For an eligible Senior Manager who died while an active employee or who retired during the period from September 30, 1983 through December 31, 1986, the lesser of the Senior Manager's Standard Award in effect under the Cincinnati Bell Inc. Short Term Incentive Plan as of the earlier of retirement or death, or 60% of his Position Rate as of the earlier of retirement or death.

(c) For an eligible Senior Manager who died while an active employee or who retired during the period from October 31, 1981 through September 29, 1983, inclusive, the lesser of the Senior Manager's Standard Award in effect under the Cincinnati Bell Inc. Short Term Incentive Plan as of the earlier of retirement or death, or 50% of his Position Rate as of the earlier of retirement or death.

SECTION 6. General Provisions

1. Effective Date. This Plan is effective January 1, 1987 for Senior Managers who were actively employed on or after that date.

2. Rights to Benefit. There is no right to any benefit under this Plan except as may be provided by the Board of Directors. Benefits previously awarded may be discontinued at any time at the sole discretion of the Board of Directors. In addition to the prerequisites for a service benefit, a deferred benefit, a disability benefit and/or a death benefit set forth herein, an individual or his annuitants or beneficiaries as applicable, shall only be eligible for a benefit if the individual is a Senior Manager at the time of retirement, termination or death. There shall be no eligibility for benefits in the case of an individual who was a Senior Manager for any period during his term of employment, but who is not a Senior Manager at the time of his retirement, termination or death.

3. Forfeiture of Benefits. All benefits for which a Senior Manager would be otherwise eligible hereunder may be forfeited, in the sole and absolute discretion of the Committee, under the following circumstances:

(a) The Senior Manager is discharged by a Participating Company for cause (as determined by the Board of Directors of the Participating Company in its sole and absolute discretion); or

(b) Determination by the Board of Directors of a Participating Company, in its sole and absolute discretion, that the Senior Manager engaged in misconduct in connection with his employment with such Participating Company; or

(c) The Senior Manager, without the express written consent of his employing Participating Company or the Participating Company paying him a benefit hereunder, at any time is employed by, becomes associated with, renders service to, or owns an interest in any business that, in the sole and absolute discretion of the Board of Directors of such Participating Company, is competitive with such Participating Company or any other Participating Company or with any direct or indirect subsidiary of Cincinnati Bell Inc. or with any business in which a Participating Company or any direct or indirect subsidiary of Cincinnati Bell Inc. has a substantial interest (other than as a shareholder with a nonsubstantial interest in such business).

4. Assignment or Alienation. Assignment or alienation of pensions or other benefits under this Plan will not be permitted or recognized.

5. Determination of Eligibility. In all questions relating to age and service for eligibility for any benefit hereunder, or relating to term of employment and rates of pay for determining benefits, the decision of the Committee, based upon this Plan and upon the records of the Participating Company last employing such individual and insofar as permitted by applicable law shall be final.

6. Option During Disability. If an employee who has left the service of a Participating Company has elected to continue receiving disability benefits

which he had been receiving prior to his termination and to defer receiving pension payments under the Pension Plan to which he is eligible, benefits under this Plan shall be deferred until such time as the employee begins to receive payments under the Pension Plan.

7. Method of Payment. All benefits payable pursuant to the Plan shall be paid from Cincinnati Bell Inc. or Participating Company operating expenses, or through the purchase of insurance from an insurance company, as the Board of Directors may determine. If the Board of Directors elects to purchase insurance to provide benefits under the Plan, no Senior Manager, beneficiary or annuitant shall have any right or interest in such insurance.

8. Payments to Others. Benefits payable to a former employee or retiree unable to execute a proper receipt may be paid to other person(s) in accordance with the standards and procedures set forth in the Pension Plan.

9. Damage Claims or Suits. Should a claim other than under the Plan be presented or suit brought against Cincinnati Bell Inc. or any Participating Company for damages on account of death of a Senior Manager, nothing shall be payable under the Plan on account of such death except as provided in Paragraph 11 of this Section; provided, however, that the Committee may in its discretion and upon such terms as it may prescribe, waive this provision if such claims be withdrawn or if such suit be discontinued, and provided further that this provision shall not preclude the payment of Survivor Annuities or Installment Distributions under Paragraph 2(c) or 2(d) of Section 4.

10. Judgment or Settlement. In case any judgment is recovered against any Participating Company or any settlement is made of any claim or suit on account of the death of a Senior Manager, and the amount paid to the beneficiaries who would have received benefits under the Plan is less than what would otherwise have been payable under the Plan, the difference between the two amounts may, in the discretion of the Committee, be distributed to such beneficiaries.

11. Payment under Law. In case any benefit, which the Committee shall determine to be of the same general character as a payment provided by the Plan, shall be payable under any law now in force or hereafter enacted to any Senior Manager of a Participating Company, to his beneficiaries or his annuitant under such law, the excess only, if any, of the amount prescribed in the Plan above the amount of such payment prescribed by law shall be payable under the Plan; provided, however, that no benefit payable under this Plan shall be reduced by reason of any government benefit or pension payable on account of military service or by reason of any benefit which the recipient would be entitled to receive under the Social Security Act or Railroad Retirement Act. In those cases where, because of differences in the beneficiaries, or differences in the time or methods of payment, or otherwise whether or not there is such excess is not ascertainable by mere comparison but adjustments are necessary, the Committee has discretion to determine whether or not in fact any such excess exists and to make the adjustments necessary to carry out in a fair and equitable manner the spirit of the provision for the payment of such excess.

12. Participants in Prior Plan. A Senior Manager who retired prior to January 1, 1987 shall continue to receive the same benefits and in the same form and amount, which he was entitled to receive under the Plan as of December 31, 1986. In the case of a Senior Manager who was a participant in the Plan on December 31, 1986, in no event shall the value of his benefit under the Plan be less than the value of his accrued benefit under the Plan as of December 31, 1986.

13. Plan Termination. The Board of Directors retains the right to terminate the Plan in whole or in part at any time, for any reason, with or

without notice. Subject to the provisions of Paragraph 14 of this Section 6, said termination may result, at the discretion of the Board of

Directors, in the cancellation of any entitlements or future entitlements to active Senior Managers; provided, however, that the termination or partial termination of the Plan shall not reduce the accrued benefit of any Vested Senior Manager, retired Senior Manager or his beneficiary.

14. Provisions Upon Change in Control

In the event of a Change in Control occurring on or after December 5, 1988, the provisions of this Paragraph 14 will supersede any conflicting provisions of the Plan.

a. In the event of a Change in Control, the full present value of all accrued benefits under the Plan, as determined in accordance with the provisions of the Plan and the Cincinnati Bell Inc. Grantor Trust between Cincinnati Bell Inc. and Central Trust Co., N.A. (the Trust), shall be fully funded to the Trust in cash or other property acceptable to the Trustee, within five (5) business days of such Change in Control.

The determination of the full present value of the accrued benefits under the Plan and the excess portion of the Pension Plan shall be made using the following assumptions: (i) the date of retirement for each Senior Manager shall be considered to be the later of the date on which such Senior Manager shall become eligible for a reduced or unreduced, as applicable, service pension under the Pension Plan or the date of the Change in Control, (ii) each Senior Manager who is married on the date of the Change in Control shall be assumed to select the joint and survivor benefit, and (iii) the interest and mortality assumptions shall be the same as those used for funding the Pension Plan for the plan year in which the Change in Control occurs or if such assumptions are not yet established, the assumptions used in the immediately preceding year. In addition, the following assumptions also apply to the determination of accrued benefits under the Plan: (i) for the purpose of the Benefit

Formula under Section 4, Paragraph 3(a)(i) of this Plan (or any equivalent successor provision of such Plan or any successor Plan) each Pension Eligible Senior Manager will be considered to have a term of employment equal to thirty (30) Years and an age at retirement equal to sixty (60) years, and (ii) no Social Security Supplements shall be granted.

b. In the event that the Plan is terminated or partially terminated on or after a Change in Control and prior to the second anniversary of such Change in Control as defined hereinafter, each Senior Manager affected by such termination or partial determination may elect, within 90 days of the proposed distribution date (as defined below), to receive the full present value of the benefit accrued under this Plan and the benefit, referred to in Paragraph 14(c) of this Section 6, accrued under the Pension Plan to the date of the termination in a single lump sum payment. In the event a Senior Manager is married on the proposed distribution date, such election must be made by the Senior Manager in writing during the election period, be consented to by the Senior Manager's spouse and will be applicable to any benefit that would otherwise have been paid to the Senior Manager's spouse (as well as the full benefit payable to the Senior Manager) in the event of the Senior Manager's death under this Plan and, with respect to the benefit referred to in Paragraph 14(c) of this Section 6, the Pension plan. Such election and spousal consent shall be irrevocable and the spousal consent must be witnessed by a Plan representative or a notary public. If the Senior Manager so elects in accordance with this Paragraph 14(b) to receive a lump sum, such lump sum shall be distributed to the Senior Manager or, in the event of the Senior Manager's death, the Senior Manager's beneficiary in an amount which equals the present value of the benefit or benefits projected to be paid under the Plan to the Senior Manager and/or his surviving spouse, actuarially determined

using the PBGC rate used to value immediate annuities as of January 1 of the year of the proposed distribution date and all other relevant assumptions used by the Plan's actuary for funding the Plan for such year; provided, however, that such amount shall be further reduced by an amount equal to ten percent (10%) prior to distribution of such lump sum. The proposed distribution date of the lump sum distribution shall be no later than one year following the date of the termination or partial termination of the Plan. Once such amount is paid, the obligation of the Plan to such Senior Manager and/or his surviving spouse shall be considered to be fully and irrevocably satisfied. No Senior Manager shall have any right under this Paragraph 14(b) prior to the occurrence of a Change in Control.

c. The amount accrued under the Pension Plan and payable as a part of the actuarially determined lump sum distribution in accordance with Paragraph 14(b) of this Section 6 shall equal the portion of the pension (whether in the form of a joint and survivor or single life annuity) determined as of the proposed distribution date, that is in excess of the permissible amount which may be distributed from the Pension Plan in accordance with Section 415 of the Internal Revenue Code and with respect to which payments are to be made in accordance with Paragraph 9 of Section 4 of the Pension Plan. Notwithstanding any other provision, a management employee of any company participating in the Pension Plan whose pension under the Pension Plan is in excess of the limits of Section 415 of the Internal Revenue Code and for whom such excess is to be paid in accordance with the provisions of Paragraph 9 of Section 4 of the Pension Plan, shall be considered a participant in this Plan for purposes of this Paragraph 14(c).

d. For the purposes of this Paragraph 14, a "Change in Control" means and shall be deemed to occur if, on or after December 5, 1988:

(i) a tender offer shall be made and consummated for the ownership of 30% or more of the outstanding voting securities of Cincinnati Bell Inc.;

(ii) Cincinnati Bell Inc. shall be merged or consolidated with another corporation and as a result of such merger or consolidation less than 75% of the outstanding voting securities of the surviving or resulting corporation shall be owned in the aggregate by the former shareholders of the Cincinnati Bell Inc., other than affiliates (within the meaning of the Securities Exchange Act of 1934) of any party to such merger or consolidation, as the same shall have existed immediately prior to such merger or consolidation;

(iii) Cincinnati Bell Inc. shall sell substantially all of its assets to another corporation which is not a wholly owned subsidiary;

(iv) a person within the meaning of Section 3(a)(9) or of Section 13(d)(3) (as in effect on December 5, 1988) of the Securities Exchange Act of 1934, shall acquire 20% or more of the outstanding voting securities of Cincinnati Bell Inc. (whether directly, indirectly, beneficially or of records), or a person, within the meaning of Section 3(a)(9) or Section 13 (d)(3) (as in effect on December 5, 1988) of the Securities Exchange Act of l934, controls in any manner the election of a majority of the directors of Cincinnati Bell Inc.; or

(v) within any period of two consecutive years commencing on or after December 5, 1988, individuals who at the beginning of such period constitute Cincinnati Bell Inc.'s Board of Directors cease for any reason to constitute at least a majority thereof, unless the election of

each director who was not a director at the beginning of such period has been approved in advance bt directors representing at least two-thirds of the directors then in office who were directors at the beginning of the period. For purposes hereof, ownership of voting securities shall take into account and shall include ownership as determined by applying the provisions of Rule 13d-3(d)(l)(i) (as in effect on December 5, 1988) pursuant to the Securities Exchange Act of 1934.

e. In the event of a Change in Control, the provisions of this Paragraph 14 may not be deleted or amended on or subsequent to the Change in Control in any manner whatsoever which would be adverse to one or more Senior Managers without the consent of each such Senior Manager who would be so affected; provided, however, the Board of Directors may make minor or administrative changes to this Paragraph 14 or changes to conform to applicable legal requirements. This Paragraph 14(e) shall not limit Cincinnati Bell Inc. or the Board of Directors from making any amendment to or deleting all or any portion of this Paragraph 14 prior to a Change in Control.

SECTION 7. Plan Modification

Subject to the provisions of Paragraph 14 of Section 6, the Board of Directors may in its sole discretion from time to time make any changes in the Plan as it deems appropriate, and may terminate the Plan, without notice to participants; provided, however, that no Plan amendment may be adopted which reduces the accrued benefit of any Vested Senior Manager, retired Senior Manager or his beneficiary.

Exhibit (10)(iii)(A)(7)(iii)
to Form 10-K 1994

AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT is made by and between CINCINNATI BELL INC. (the "Company"), an Ohio corporation with its principal place of business in Cincinnati, Ohio and DWIGHT H. HIBBARD (the "Executive"), an individual residing in Cincinnati, Ohio.

W I T N E S S E T H:

WHEREAS, the Executive is presently employed by the Company as Chairman of the Board, Chief Executive Officer and Chairman of Cincinnati Bell Telephone Company under the Executive Employment Agreement made on December 1, 1987 and amended on November 4, 1991 (the "Agreement"); and

WHEREAS, the Board of Directors of the Company desires to insure that the continued employment of the Executive under the Agreement will not cause a reduction in the value of his benefits under the Company's Pension Program; and

WHEREAS, the Board of Directors believes these changes in the Executive's Agreement are in the best interests of the Company and its shareholders;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties agree that Section 6g of the Agreement shall be amended so that, as amended, it reads as follows:

g. PENSION PROGRAM. Notwithstanding any other provision hereof to the contrary, effective January 1, 1992, unless the Executive otherwise consents in writing, (i) the Executive shall continue to be a Participant in the Cincinnati Bell Inc. Pension Program ("Pension Program"); (ii) the Pension Program shall not be amended or terminated with respect to the Executive; (iii) for purposes of computing the Executive's benefits under the Pension Program, any Severance Compensation under Section 6d shall be disregarded; (iv) his benefits under the Pension Program shall not be subject to forfeiture for any reason whatsoever; and (v) in no event shall the value of the Executive's benefits under the Pension Program upon his termination of employment be less than the actuarial equivalent (based upon the interest and mortality assumptions used by the Pension Benefit Guaranty Corporation for single employer pension plans terminating on the first day of the month immediately preceding his termination of employment) of the standard form of benefit which would have been payable to the Executive under the Pension Program if he had retired on December 31, 1991.

In all other respects the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Cincinnati Bell Inc. has caused this Amendment to Executive Employment Agreement to be executed by a duly authorized officer and the Executive has hereunto set his hand effective as of the 20th day of April, 1992.

CINCINNATI BELL INC.

By: /s/ John T. LaMacchia

EXECUTIVE

/s/ Dwight H. Hibbard

Dwight H. Hibbard

Exhibit (10)(iii)(A)(11)
to Form 10-K 1994

SEPARATION AND CONSULTING AGREEMENT
AND WAIVER AND RELEASE*

Cincinnati Bell Inc., an Ohio corporation ("the Company"), and Sheldon Horing ("Horing"), in consideration of the mutual promises made herein, hereby agree as follows:

1. EFFECTIVE DATE.

This Agreement shall commence on March 11, 1994 (the "Effective Date") and shall continue until terminated as provided in Section 9 below. However, it is understood and agreed that the covenants contained in Sections 4, 5 and 6 shall survive the termination of the Agreement.

2. RESIGNATION OF OFFICES.

On the Effective Date Horing shall resign from the offices of Executive Vice President of the Company and President and Chief Executive Officer of Cincinnati Bell Information Systems Inc. ("CBIS") and shall give up all the authority and accoutrements of those offices (except as otherwise provided in this Agreement) including, but not limited to:

(a) the current office space, equipment (except as listed in Exhibit A attached hereto) and clerical support owned or furnished by the Company or CBIS;

(b) all documents or other tangible materials which in any way relate to the business of the Company, or any Related Company, and were furnished to Horing by the Company or any Related Company or prepared, compiled, used or acquired by Horing while employed by the Company or any Related Company; and

*YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT AND RELEASE

(c) all keys, combinations and access codes to the premises, facilities and equipment (including, without limitation, offices, desks, storage cabinets, safes, data processing systems and communications equipment (except as listed in Exhibit A attached hereto)) of the Company and all Related Companies, whether furnished to Horing by the Company or any Related Company or prepared, used or acquired by Horing while employed by the Company or any Related Company. As used in this Agreement, a company will be deemed to be a "Related Company" if it is a direct or indirect subsidiary of the Company or is a joint venture, partnership or similar entity of which the Company or a direct or indirect subsidiary of the Company is the controlling person.

3. CONSULTING.

During the period from the Effective Date through March 10, 1996 (the "Consultant Termination Date"), Horing will serve as a consultant to the Company and CBIS. Horing shall have such specific consulting duties as may be agreed upon by the President of the Company and Horing; provided that such duties shall be limited to those normally performed by and requiring the skills of a senior level manager.

It is understood and agreed that, in performing his duties as a consultant under this Agreement, Horing shall be an employee of CBIS. All reasonable expenses incurred by Horing in the course of the performance of any required consulting services will be reimbursable in accordance with CBIS' then-current travel and expense policies with regard to employees.

As of the close of business on the Consultant Termination Date (or, if earlier, the date on which this Agreement terminates), Horing shall cease to be an employee of the Company and all Related Companies.

Horing may accept employment with another employer prior to the Consultant Termination Date provided that he remains in compliance with the provisions of Sections 4, 5 and 6 and provided that such other employment does not unreasonably interfere with his availability to perform the consulting duties called for under this Section 3.

4. TRADE SECRETS AND NON-COMPETITION.

(a) The Company and the Related Companies are engaged in the information services, telecommunication and marketing support services industries within the U.S. and worldwide. Horing acknowledges that in the course of his employment with the Company he has been entrusted with or obtained access to confidential information proprietary to the Company and Related Companies with respect to the following (all of which information is referred to hereinafter collectively as the "Property"): the organization and management of the Company and its Related Companies'; names, addresses, buying habits or other special information regarding past, present and potential customers, employees and suppliers of the Company and its related companies; customer and supplier contracts and transactions or price lists of the Company, and Related Companies and suppliers; products, services, programs and processes sold, licensed or developed by the Company and Related Companies; technical data, plans and specifications, present and/or future development projects of the Company and Related Companies; financial and/or marketing data respecting the conduct of the present or future phases of business of the Company and Related Companies; computer programs, systems and/or software; ideas, inventions, trademarks, business information, know-how, processes, improvements, designs, redesigns, discoveries and developments of the Company and Related Companies; strategic knowledge of pending acquisitions of land and/or building space; and other information maintained as confidential by the Company or any Related Company; provided, however, that no such information or material shall be deemed included in the definition of "Property" hereunder

if the Company or Related Companies have failed to take and maintain reasonable precautions and measures to protect the confidentiality and security of such information or materials or if, for any reason other than the actions of Horing, such information or materials have become generally available and accessible outside of the Company and Related Companies to competitors or the general public.

Horing agrees that he will continue to retain the Property in absolute confidence and not to disclose to any person or organization any proprietary information without the express written consent of the Company. Horing agrees that this Agreement does not supersede any such preexisting obligations and that they are incorporated herein by reference.

Notwithstanding any other provision contained in this Agreement, including without limitation this Section 4 and Section 6, in the event that Horing shall be required by any Federal, state or local ordinance, any regulation or directive of any governmental agency or any court order or legal process to disclose any information, including without limitation the Property, Horing may, without breach, default or violation of any provision of this Agreement, comply with such requirement, provided that Horing shall give to Company immediate notice upon becoming aware of such requirement and shall cooperate with the Company in any efforts it may determine to undertake to seek a protective order or otherwise to prohibit disclosure of any requested information.

(b) In consideration of the compensation paid Horing and to be paid Horing pursuant to Section 7, Horing agrees that it is reasonable and necessary for the protection of the goodwill and business of the Company that Horing make the covenants contained in Sections 4, 5 and 6 regarding his conduct during and subsequent to his employment and consulting relationship with the Company and that the Company will suffer irreparable injury if he engages in conduct prohibited under those Sections. Horing represents that he has thoroughly reviewed the terms of those covenants, including the time periods stated therein, and that his experience and/or abilities are such that

observance of such covenants will not cause him undue hardship nor will it unreasonably interfere with his ability to earn a livelihood. The covenants contained in Sections 4, 5 and 6 shall each be construed as a separate agreement independent of any other provisions of this Agreement, and the existence of any claim or cause of action of Horing against the Company or any Related Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of any of those covenants.

(c) Horing covenants that, as long as he remains employed under this Agreement and for a period of two years thereafter (or if this period is unenforceable by law, then for such period as shall be enforceable), he will not engage in any business which directly competes with the current business of the Company or any Related Company in any capacity which requires or utilizes the skill, training and knowledge acquired by him while employed by the Company, whether such capacity be as a broker, principal, partner, joint venturer, agent, employee, salesman, consultant, director or officer. This restriction will be limited to the geographical area of the Company or any Related Company currently doing business or to such other geographical area as a court shall find reasonably necessary to protect the goodwill and business of the Company and the Related Companies.

(d) Horing covenants that, as long as he remains employed under this Agreement and for a period of two years thereafter (or if this period is unenforceable by law, then for such period as shall be enforceable), he will not intentionally interfere with either directly or indirectly, the Company's or any Related Company's relationships with any person, firm, association, corporation or other entity which is known by Horing to be, or is included on any listing to which Horing had access during the course of his employment as a customer, client, supplier, consultant or employee of the Company or any Related Company, and that he will not divert or change, or attempt to divert or

change, any such relationship to the detriment of the Company or any Related Company or to the benefit of any other person (including himself), firm, association, corporation or other entity.

(e) All ideas, inventions, discoveries, concepts, trademarks, or other developments or improvements, whether patentable or not, conceived by Horing, alone or with others, at any time during the term of his employment, whether or not during working hours or on the Company's premises, which are within the scope of or related to the business operations of the Company or any Related Company or that relate to any Company or Related Company work or project, present, past or contemplated, shall be and remain the exclusive property of the Company.

(f) Horing covenants that he shall not, during the term of this Agreement or at any time thereafter, disparage or act in any manner, directly or indirectly, which may damage the business of the Company or any Related Company or which would adversely affect the goodwill, reputation, and business relationships of the Company or any Related Company with the public generally, or with any of their customers, suppliers or employees. Horing covenants that he will not directly or indirectly disparage or make any negative or derogatory comments or statements, written or oral, regarding past, present and future personnel and policies of the Company or the Related Companies.

(g) Horing expressly acknowledges that any breach or violation of any of the covenants made by him in this Section 4 will cause immediate and irreparable injury to the Company and that in the event of a breach or threatened or intended breach of this contract by Horing, the Company, in addition to all other legal and equitable remedies available to it, shall be entitled to injunctions, both preliminary and temporary, and restraining orders, enjoining and restraining such breach or threatened or intended breach.

5. WAIVER AND RELEASE OF ALL CLAIMS.

Horing, for himself and for his personal representatives, and in exchange for the consideration offered by the Company in Section 7, hereby fully releases the Company and all Related Companies, and any and all of their stockholders, directors, officers, employees, agents and representatives, from any and all claims, liabilities, promises, contracts, suits, and attorneys' fees, which have been or could have been asserted by him or on his behalf in any forum for circumstances arising prior to the date of this Agreement; provided, however, that this release and waiver shall not affect or be applicable to rights of Horing arising under this Agreement. This release includes without limitation, any and all claims of discrimination on the basis of his race, color, religion, sex, national origin, disability, age, or ancestry, and claims based on wrongful discharge whether based on a theory of contract, promissory estoppel, public policy or tort. This release specifically includes a release of all claims which could be asserted under Section 4101.17 or Chapter 4112 of the Ohio Revised Code, Section 4113.52 of the Ohio Revised Code or any other law of the State of Ohio or any other state, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Americans with Disabilities Act of 1990 ("ADA") and such laws' amendments.

6. CONFIDENTIALITY.

Horing agrees that he will keep the terms, amount and fact of this Agreement confidential and that he will not hereafter disclose any information concerning this Agreement to anyone except his immediate family, attorney, accountant, financial advisor, and prospective or existing creditors or employers (on a need to know basis); provided that he instructs them to keep said information confidential and not disclose it to others.

7. COMPANY'S OBLIGATIONS.

Following the execution of this Agreement and the expiration of the revocation period, and in consideration of Horing's obligations set forth in Sections 4, 5 and 6 above, as long as Horing remains employed under the Agreement, the Company will provide Horing with the following:

(a) Horing shall receive a consulting fee of $22,630.20 per month, payable monthly in arrears on the first business day of the following month, and a bonus consulting fee of $140,000 on the 8th day after this Agreement has been executed by Horing and returned to the Company. If Horing dies while employed hereunder, the monthly consulting fee for the remainder of the period through the Consultant Termination Date shall be paid to Horing's estate. The provisions of the preceding sentence shall survive the termination of this Agreement. The amounts payable to Horing or his estate hereunder shall be subject to applicable withholding and other taxes.

(b) Horing shall continue to participate in the employee benefit plans of CBIS in which he was participating on the day preceding the Effective Date including, but not limited to, Cincinnati Bell Management Pension Plan, CBIS Retirement and Savings Plan and the Cincinnati Bell Inc. Executive Deferred Compensation Plan, but excluding any long or short term disability plan and any life insurance plan. Provided that Horing remains employed hereunder through June 30, 1994, his benefits under Cincinnati Bell Management Savings Plan and the CBIS Retirement and Savings Plan will become fully vested and nonforfeitable. Provided that he remains employed hereunder through January 1, 1995 (or, if earlier, the day preceding the date of his death), the restrictions applicable to the last 4,000 shares of restricted stock awarded to him on February 4, 1991 under the Cincinnati Bell Inc. 1988 Long Term Incentive Plan shall lapse.

(c) Horing shall continue to receive the perquisites which he was receiving on the day preceding the Effective Date including, but not limited to, an automobile allowance and financial planning.

(d) Ownership of the equipment listed in Exhibit A shall be transferred to Horing as of the Effective Date.

Notwithstanding the foregoing, from and after the Effective Date, Horing shall not be entitled to receive any additional awards or grants under Cincinnati Bell Inc. 1988 Long Term Incentive Plan or Cincinnati Bell Inc. Short Term Incentive Plan nor shall Horing be eligible to participate in any other bonus or award program maintained by the Company or CBIS. With respect to any options heretofore granted to Horing under the Company's 1988 Long Term Incentive Plan, (a) any options which are not exercisable by the close of business on the Consultant Termination Date shall thereupon terminate and (b) any options which are exercisable on the Consultant Termination Date but have not been exercised by the close of business on that date shall thereupon terminate.

8. SEVERABILITY.

Each of the terms and covenants of this Agreement shall be independently enforceable and should any term or covenant of this Agreement be ruled invalid in any court, such provision shall be deemed severable so that such ruling shall not invalidate the entire contract and the remaining provisions shall not be affected thereby.

9. TERMINATION.

This Agreement may be terminated:

(a) upon the mutual agreement of both parties;

(b) by the Company, upon two weeks' written notice of such termination, for cause if there occurs a material breach by Horing, which continues for 10 days after written notice thereof to him from the Company, of any of the covenants and agreements made by him under this Agreement or

any acts or omissions by Horing resulting in serious harm or injury to the reputation, assets or business of the Company or its Related Companies.

Regardless of the basis for termination of this Agreement, Horing acknowledges that the covenants contained in Sections 4, 5 and 6 shall survive the termination of this Agreement.

10. ASSIGNMENT.

This Agreement may not be assigned in whole or in part by Horing. In the event the Company merges or consolidates with or sells or transfers substantially all of its assets to any other person, firm or corporation, the Company may, at its option, assign its rights and duties under this Agreement to such party and such party may, at its option, assume the obligations of the Company under this Agreement, and upon such assignment and assumption, the Company's obligations under this Agreement to Horing shall terminate.

11. NOTICE.

Except as otherwise provided herein, all notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given and be effective when delivered by hand or when deposited in the U.S. mail, prepaid, for certified or registered delivery, or prepaid telegram, to the following address (or to such other address as any of the following may from time to time designate by notice given in the manner herein provided):

To the Company:	John T. LaMacchia President and Chief Executive Officer Cincinnati Bell Inc. 201 East Fourth Street Cincinnati, Ohio 45202
To Horing:	Sheldon Horing 65 Cornel Drive Livingston, New Jersey 07039

12. GENERAL.

(a) Horing agrees that in making this Agreement, the Company is not admitting the violation of any law or any of his rights, but does so solely for the purpose of settling all matters between them.

(b) This Agreement contains the entire agreement between the parties and may only be modified by a subsequent written agreement signed by the same parties. This Agreement supersedes all prior agreements and understanding of the parties, written or oral, with respect to Horing's employment.

(c) Horing admits that the terms of this Agreement have been explained to him, that he has had the opportunity and written advice to consult with any attorney or other advisor of his choice and voluntarily has decided to enter into this Agreement. Horing states and admits that in executing this Agreement he does not rely, and has not relied, upon any other representation or statement made by the Company or by any of its agents, representatives or attorneys with regard to this Agreement.

(d) Horing acknowledges that he was afforded a period of at least 21 days within which to consider this Agreement before he signed it, but knowingly and voluntarily and without

coercion, and upon advice of counsel, chose to sign this Agreement before the expiration of the 21-day period. Horing may revoke this Agreement by giving written notice to the Company within 7 days after execution of this Agreement. Unless so revoked, this Agreement shall become effective and enforceable on the 8th day after it is executed by Horing.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

(f) No waiver with respect to any provision of this Agreement shall be effective unless in writing. The waiver by either party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any other or subsequent breach.

(g) This Agreement shall be binding upon and inure to the benefit of the Company, its successors and assigns, and Horing, his heirs and personal representatives.

(h) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. All counterparts shall constitute one and the same instrument, which shall be sufficiently evidenced by any one thereof.

AGREED:

CINCINNATI BELL INC.

By: /s/ John T. LaMacchia

John T. LaMacchia, President and Chief Executive Officer

Date Executed: March 29, 1994

/s/ Sheldon Horing

Sheldon Horing

Date Executed: March 26, 1994

WITNESSES:

As to Cincinnati Bell Inc.	As to Sheldon Horing
/s/ Mary Janet Edwards	/s/ Barbara Parker
March 29, 1994	March 26, 1994

EXHIBIT A

Laptop PC
IBM Thinkpad Model 750C

Fax
NEC Model NEFAX 430

Printer
HP Model LaserJet Series II

Exhibit (10)(iii)(A)(17)(i)
to Form 10-K 1994

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made on the 19th day of August, 1994 between Cincinnati Bell Inc., an Ohio corporation, with its principal place of business in Cincinnati, Ohio ("Employer" or "CBI"), and James F. Orr, an individual residing in Ohio ("Employee"). This Agreement will be effective on the date that CBI appoints Employee to the position of President and Chief Executive Officer of Cincinnati Bell Information Systems Inc. (the "Effective Date"),

WITNESSETH

WHEREAS, Employee is presently employed by Employer;

WHEREAS, Employer wishes to appoint Employee to the position of President and Chief Executive Officer of Cincinnati Bell Information Systems Inc. ("CBIS");

WHEREAS, Employer and Employee wish to modify the terms of Employee's employment to reflect his new responsibilities, and

WHEREAS, Employer intends to retain the right to assign this Agreement to any other entity which is part of the same controlled group of corporations, as defined in Section 1563 of the Internal Revenue Code of 1986, as it may from time to time be amended or restated.

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

1. EMPLOYMENT: Employer employs Employee, and Employee accepts employment upon the terms and conditions hereinafter set forth. For purposes of this Agreement, Employer shall include any entity to which this Agreement is assigned under Section 13.

2. TERMS OF EMPLOYMENT: This Agreement shall continue in full force and effect commencing as of the Effective Date and ending on December 31, 1999 (the "Expiration Date") unless this Agreement is earlier terminated in accordance with the provisions of Section 12 hereof.

3. DUTIES:

(A) Employer agrees to employ Employee, and Employee agrees to serve Employer as President and Chief Executive Officer of Cincinnati Bell Information Systems Inc. or in such other capacity as may be determined from time to time by the President of CBI.

(B) In connection with performing the services required in Section 3(A), Employee will be provided appropriate office space, a secretary and travel expenses as described in Section 5 hereof. The extent of such support resources will be agreed upon from time to time by Employee and the President of CBI.

(C) Employee shall devote his entire time, attention, and energies to the performance of his duties under this Agreement. The words "entire time, attention, and energies" are intended to mean that Employee shall devote his full effort during reasonable working hours to the performance of his duties under this Agreement and shall devote at least forty (40) hours per week to the performance of his duties under this Agreement.

(D) Employee shall not be required to change his current residence; however, Employee shall travel to such areas and places as are reasonably necessary in the performance of his duties.

4. COMPENSATION:

(A) Employee shall receive a base salary (the "Base Salary") of at least Two Hundred and Forty Thousand Dollars ($240,000) for each calendar year, subject to proration for any partial year, during the terms of this Agreement. Such Base Salary, and any other amounts payable hereunder, shall be subject to withholding as required by law.

(B) In addition to the Base Salary, Employee shall be entitled to earn an annual bonus (the "Bonus") for each calendar year after 1994 during which services are performed under this Agreement. Any Bonus for a calendar year shall be payable after the conclusion of such calendar year in accordance with Employer's regular bonus payment policies. Employee shall be given: a Bonus target of not less than Fifty Thousand Dollars ($50,000) per year, the actual Bonus to be based on the results of CBI's earnings as compared to its earnings commitment submitted to and approved by the Board of Directors of CBI; and a Bonus target of not less than One Hundred Twenty Thousand dollars ($120,000) per year, the actual Bonus to be based on the results of CBIS earnings as compared to its earnings commitment submitted to and approved by the President of CBI. Both of these bonuses for 1995 results will be paid in the form of restricted stock subject to the terms and conditions of restricted stock issued by CBI under its 1988 Long Term Incentive Plan with a 12-month restriction. In the event of the Employee's death prior to the lapse of the restriction, CBI will pay Employee's estate cash equal to the value of the restricted stock forfeited on account of his death.

(C) On at least an annual basis, Employee shall receive a formal performance review and be considered for salary and/or bonus target increases.

5. EXPENSES:

All reasonable and necessary expenses incurred by Employee in the course of the performance of his duties to Employer shall be reimbursable in accordance with Employer's current travel and expense policies.

6. BENEFITS:

(A) Subject to approval by the Compensation Committee of the Board of Directors of CBI (the "Compensation Committee") and while Employee remains employed hereunder, employee shall be granted options to purchase a minimum of twenty thousand (20,000) common shares of CBI during each of calendar years 1995 through 1999. Such options for any calendar year shall be granted under CBI's 1988 Long Term Incentive Plan (the "1988 Plan") effective as of the date of the first meeting of the Compensation Committee during the calendar year. Such options shall further be subject to the terms of the 1988 Plan and to the same terms and conditions as are applied to options granted to similarly situated employees of CBI in the calendar year in which the options are granted to Employee. Pursuant to the terms of the 1988 Plan, such options will become immediately exercisable upon a Change in Control, as defined therein.

(B) While the Employee remains in the employ of the Employer, Employee shall be entitled to participate in all of the various employee benefit plans and programs in which similarly situated employees of CBI are participating, including Retirement Savings Plan; deferred Compensation Plan; vacation program; medical and dental plans; life, disability, accidental death, disability and travel insurance; parking; financial consultation and tax preparation up to Five Thousand Dollars ($5,000) per

year; cellular phone; annual physical; luncheon club dues; and Cincinnati Bell Management Pension Plan. In addition, Employer shall provide Employee with the following benefits:

(1) MINIMUM PENSION: If Employee remains employed under this Agreement through December 31, 1998, Employee shall be entitled to receive a monthly pension, commencing at age fifty-five (55) (or, if he retires later, on the day following the date on which Employee retires from active service) and payable for the joint lives of Employee and his spouse, or if Employee is unmarried at the time payments begin, then for his life, in an amount not less than Forty Thousand Dollars ($40,000) per year. To the extent that Employee or Employee's spouse is also entitled to receive any benefit under Cincinnati Bell Management Pension Plan ("CBMPP") or any non-qualified pension plan or program maintained by CBI or CBIS (other than a deferred compensation plan under which Employee's current compensation is reduced in exchange for payments at or after termination of employment), the payments otherwise called for under the first sentence of this Section 6(B)(1) shall be reduced to reflect the value of the benefits payable to Employee and Employee's spouse under CBMPP and each such other non-qualified pension plan or program.

(2) RETIREE MEDICAL BENEFITS: If Employee remains employed under this Agreement through December 31, 1998, upon his subsequent retirement Employee shall be entitled to participate in the retiree medical plans then available to similarly situated employees of CBI who retire after attaining age sixty (60).

(3) LONG TERM DISABILITY PLAN FOR SALARIED EMPLOYEES AND THE SICKNESS AND ACCIDENT DISABILITY BENEFIT PLAN: While Employee remains in the employ of Employer, Employer shall provide Employee with benefits which are at least equivalent to the benefits Employee would have been entitled to receive under the Long Term Disability Plan for Salaried Employees and the Sickness and Accident Disability

Benefit Plan (a) assuming that he became eligible to participate in the plans on January 1, 1989 and (b) assuming that he was credited with twenty-five (25) years of completed service as of January 1, 1989. The benefits payable under this Section 6(B)(3) shall be reduced by any benefits paid under the Long Term Disability Plan for Salaried Employees and the Sickness and Accident Disability Benefit Plan.

(4) AUTOMOBILE: While Employee remains employed hereunder, Employee shall be given the use of a Buick Park Avenue automobile or its equivalent in accordance with current practice for similarly situated employees of CBI.

(C)(1) RESTRICTED STOCK: Employee has previously received a restricted stock award of twenty thousand (20,000) common shares of CBI. The terms of such award are set forth on the Restricted Stock Award Certificate awarded Orr in early 1994.

(2) INCENTIVE AWARD: CBI will award a number of its restricted shares with a value (determined as of the date the restricted shares are awarded and without regard to the restrictions) equal to One Hundred Forty-

Five Thousand Dollars ($145,000) to Employee, in full satisfaction of CBI's obligations to Employee under the Long Term Incentive contained in Employee's prior Employment Agreement dated December 31, 1993. The restricted stock will be subject to the terms and conditions of restricted stock issued by CBI under its 1988 Long Term Incentive Plan with a 12-month restriction. In the event of employee's death prior to the lapse of the restriction, CBI will pay Employee's estate cash equal to the value of the restricted stock forfeited on account of Employee's death. The restricted stock will be delivered in 1995 at the time CBI customarily makes restricted stock awards but not earlier than the Effective Date.

(D) Notwithstanding anything contained herein to the contrary, the Base Salary and bonuses otherwise payable to Employee shall be reduced by any

benefits paid to Employee by Employer under Employer's Sickness and Accident Disability Plan and Long Term Disability Plan for Salaried Employees or under Section 6(B)(3) above.

7. CONFIDENTIAL INFORMATION AND MATERIALS.

(A) As used herein, the term "confidential information and materials" refers to all information belonging to, used by or in the possession of Employer, CBIS and MATRIXX Marketing Inc. ("MATRIXX") now and in the future relating to their present and/or future business strategies, finances, methods of operation, customers, programs, marketing plans, development plans, inventions, developments and trade secrets of every kind and character, provided, however, that Employee shall not be obligated to treat as confidential any of the information described in Section 7(A) which is or becomes publicly available or readily ascertainable from public sources or any information in Employee's possession or knowledge prior to the Effective Date and not provided to him by Employer, CBIS or MATRIXX.

(B) Employees hereby acknowledges that all of the confidential information and materials are and shall continue to be the exclusive proprietary property of Employer, CBIS and MATRIXX, whether or not prepared in whole or in part by Employee and whether or not disclosed to or entrusted to the custody of Employees. Employee further hereby acknowledges that all confidential information and materials (to which Employee has had access or which Employee has learned during his employment or to which Employee shall hereafter have access or which he shall hereafter learn) have been disclosed to Employee solely by virtue of employee's Employment with Employer and solely for the purpose of assisting him in performing his duties for Employer, CBIS and MATRIXX.

(C) Employee hereby agrees that Employee will not, either during the course of Employee's employment with Employer or at any time thereafter, disclose

any confidential information or materials of Employer, CBIS or MATRIXX, in whole or in part, to any person or entity, for any reason or purpose whatsoever, unless Employer, CBIS or MATRIXX shall have given their written consent to such disclosure. Employee further agrees that Employee shall not use in any manner other than for and in the course of Employee's furtherance of Employer's, CBIS, and MATRIXX's business, any confidential information or materials of Employer, CBIS or MATRIXX for Employee's own purpose or for the benefit of any other person or entity except Employer, CBIS or MATRIXX, whether such use consists of the duplication, removal, oral use or disclosure, or the transfer of any confidential information or materials in any manner, or such other unauthorized use in whatever manner, unless Employer, CBIS or MATRIXX shall have given their prior written consent to such use.

8. NEW DEVELOPMENTS: Employee agrees that during the term of this Agreement, Employee will promptly disclose to Employer, CBIS and MATRIXX any and all improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs and other things which may be of assistance to Employer, CBIS or MATRIXX, whether patentable or unpatentable, relating to or arising out of any developments, services or products, or pertaining to in any manner, the business of Employer, CBIS or MATRIXX, and made or conceived by Employee, along or with others, while employed by Employer, whether or not conceived or made during his regular working hours (collectively referred to hereinafter as the "New Developments"). Employee further agrees that all New Developments shall be and shall remain the sole and exclusive property of Employer, CBIS and MATRIXX and that Employee shall, upon the request of Employer, CBIS or MATRIXX, and without further compensation, do all lawful things reasonably necessary to ensure Employer's, CBIS' or MATRIXX's ownership of such New Developments, including without limitation the execution of any necessary documents assigning and transferring to Employer, CBIS or MATRIXX or their assigns all of Employee's right, title and interest in and to such New Developments, and the rendering of assistance in the execution of all necessary documents required to enable Employer, CBIS or

MATRIXX to file and obtain patents, trademarks and copy rights in the United States and foreign countries on any of such New Developments; provided, however, that all expenses relating to the foregoing shall be borne by Employer, CBIS or MATRIXX.

9. SURRENDER OF MATERIAL UPON TERMINATION. Employee hereby agrees that upon cessation of his employment, for whatever reason and whether voluntary or involuntary, he will immediately surrender to Employer, CBIS and MATRIXX all of Employer's, CBIS' and MATRIXX's property and other things of value in his possession or in the possession of any person or entity under his control, that are the property of Employer, CBIS or MATRIXX including without limitation all personal notes, drawings, manuals, documents, photographs, or the like, including copies and derivatives thereof, relating directly or indirectly to any confidential information or materials or New Developments, or relating directly or indirectly to the business of Employer, CBIS or MATRIXX.

10. REMEDIES: Employer and employee hereby acknowledge and agree that the services rendered by Employee to Employer, CBIS and MATRIXX and the information disclosed to Employee during and by virtue of his employment, that Employee's commitments and obligations to Employer, CBIS and MATRIXX herein are of a special, unique and extraordinary character, and that the breach of any provision of this Agreement will cause the non-breaching party irreparable injury and damage, and consequently the non-breaching party shall be entitled to, in addition to all other remedies available to it, injunctive and equitable relief to prevent a breach of this Agreement, or any part of it, and to secure the enforcement of this Agreement.

11. COVENANT NOT TO COMPETE: For the period ending on the second anniversary of (i) the date of cessation of Employee's employment under this Agreement, or (ii) the date of the last payment of compensation to Employee, if Employee's employment ceases as a result of a terminating disability pursuant to Section 12(A), whether during or at the end of the term of this Agreement, or for

whatever time within that period found by a court of competent jurisdiction to be reasonably necessary for the protection of Employer, Employee will not, himself or together with other persons, directly or indirectly, own, manage, operate, join, control or participate in the ownership, management, operation or control of or become an employee or consultant of or to any business that engages in the business of providing telecommunications billing systems or services or any other business of any type in which Employee is involved on behalf of Employer, CBIS or MATRIXX during the term of this Agreement. This restriction will apply through the continental United States and in any foreign jurisdiction in which Employer, CBIS or MATRIXX operates at the time Employee's employment ceases or whatever geographic scope found by a court of competent jurisdiction to be reasonably necessary for the protection of Employer.

Employee hereby agrees (i) that the restrictions set forth in the paragraph immediately above are founded on valuable consideration and are reasonable in duration and geographic extent in view of the circumstances in which this Agreement is executed and are necessary to protect the legitimate interests of Employer, and (ii) that the remedy at law for any breach of the foregoing covenant will be inadequate and that Employer will be entitled to injunctive relief in the event of any such breach. Nothing herein stated shall be construed as prohibiting Employer from pursuing any other remedies available to it for any such breach or threatened breach or for any other breach of this agreement, including the recovery of damages from Employee.

12. TERMINATION:

(A) Employer or Employee may terminate this Agreement upon Employee's failure or inability to perform the services required hereunder because of any physical or mental infirmity for which Employee receives disability benefits under Employer's Sickness and Accident Disability Benefit Plan and/or Employer's Long Term Disability Plan for Salaried Employees or under Section 6(B)(3) hereof, as the

case may be, (the "Plans") over a period of one hundred and twenty (120) consecutive working days during any twelve (12) consecutive month period (a "Terminating Disability"). If Employer or Employee elects to so terminate this Agreement in the event of a Terminating Disability (i) such termination shall be effective immediately upon the giving of written notice by the terminating party to the other, and (ii) Employer shall pay Employee his accrued compensation hereunder, whether Base Salary, Bonus or otherwise (subject to offset for any amounts received pursuant to the Plans), to the date of termination, and (b) for as along as such Terminating disability may exist, Employee shall continue to be an employee of Employer, and Employer shall provide Employee with disability benefits and all other benefits according to the provisions of the Plans and any other Employer plans in which Employee is then participating. If the parties elect not to terminate this Agreement upon an event of a Terminating Disability and Employee returns to active employment with Employer prior to such a termination, or if such disability exists for less than one hundred and twenty (120) consecutive working days, the provisions of this Agreement shall remain in full force and effect. This Agreement terminates immediately and automatically on the death of Employee, provided, however, that the Employee's estate shall be paid Employee's accrued compensation hereunder whether Base Salary, Bonus or otherwise to the date of death. In addition, upon Employee's death or Terminating Disability, Employee or his estate shall be entitled to take whatever actions with respect to employee's stock options as may be permitted by the terms thereof, or by the plan under which such options were granted, upon such death or disability.

(B) Employer may terminate this Agreement immediately in the event that Employee is wilfully negligent in the performance of his duties or in the event of employee's conviction of a criminal act.

(C) Employer may terminate this Agreement upon sixty (60) days' written notice for any reason other than those set forth in Section 12(A) and (B). In the event of termination b Employer for any reason other than as set forth in Section 12(A)

or (B), Employer: 1) shall pay Employee his then current Base Salary and minimum Bonus targets due over the remaining balance of the term of this Agreement but not less than two (2) times the sum of Employee's then current Base Salary and minimum bonus targets; 2) Employee shall be entitled to receive the pension described in Section 6(B)(1), commencing at age fifty-five (55) as though his employment with Employer had continued through December 31, 1998; 3) Employee shall be entitled to receive the retiree medical benefits described in Section 6(B)(2), commencing immediately; and 4) the restrictions on any restricted stock issued to Employee in payment of his 1994 and 1995 bonuses shall lapse. In addition, if the termination occurs at any time after the first anniversary of the award of the restricted stock described in Section 6(C) and prior to December 31, 1996, the restrictions on Twelve Thousand (12000) shares shall lapse. If termination occurs after December 31, 1996, the restrictions on a prorated portion of such restricted stock shall lapse. The proration shall be based on the portion of the period from December 31, 1993 to December 31, 1998 during which Employee was employed by Employer.

(D) If Employee resigns prior to the Expiration Date and within ninety (90) days after a Change in Control of CBI or CBIS, this Agreement shall thereupon terminate. In the case of CBI, "Change in Control" means a change in control as defined in the 1988 Plan. In the case of CBIS, "Change in Control" means a change of ownership in which CBI ceases to own, directly or indirectly, fifty-one percent (51%) of the voting control of CBIS or a change in which substantially all of the assets of CBIS are sold to another company in which CBI does not own, directly or indirectly, fifty-one percent (51%) of the voting control. Employer or any successor of Employer shall pay to Employee (within thirty (30) days after Employee's resignation) an amount equal to the greater of: (i) Seven Hundred and Twenty thousand Dollars ($720,000) or (ii) 2.99 times his annual Base Salary and Bonus target in effect immediately prior to the Change in Control. Employee will also receive the pension described in Section 6(B)(1) of the Employment Agreement, commencing at age fifty-five (55) and the Retiree Medical Benefits described in Section b(B)(2) commencing

immediately as though his employment with CBIS had continued through December 31, 1998. In no event shall the "present value", as that term is presently defined in IRC Section 280G, of the payments under this Section 12(D) equal or exceed three (3) times Employee's "base amount", as that term is presently defined in IRC Section 280G. If it is necessary to reduce the payments hereunder, no payments shall be made to Employee until he advises Employer of the order in which payments are to be reduced.

(E) Upon Employer's payment of the required payments under this Section 12, all further compensation under this Agreement shall terminate; provided, however, that all qualified deferred compensation which Employee may be entitled to receive pursuant to any of Employer's pension or profit sharing plans in which he may participate during his employment with Employer shall be paid pursuant to the provisions of such plans at such times as any such amounts become payable to Employee. It is further understood that for purposes of this Section 12, the term "accrued compensation" shall include all non-qualified deferred compensation, of whatever type or form, either previously granted to Employee by Employer or otherwise earned or received by Employee. The termination of this Agreement shall not amend, alter or modify the rights and obligations of the parties under Sections 7, 8, 9, 10 and 11 hereof, the terms of which shall survive the termination of this Agreement.

13. ASSIGNMENT: As this is an agreement for personal services involving

a relation of confidence and trust between Employer and Employee, all rights and duties of Employee arising under this Agreement, and the Agreement itself, are nonassignable by Employee except for the right of his estate to receive any payments due Employee upon his death. Employer expressly reserves the right to assign this Agreement to any other entity which is part of the same controlled group of corporations, as defined in Section 1563 of the Internal revenue Code of 1986, as it may from time to time be amended or restated.

14. NOTICES: Any notice required or permitted to be given under this Agreement shall be sufficient, if in writing, and if delivered by the sending party personally or by certified mail to Employee at his place of residence as then recorded on the books of Employer or to Employer at its principal office.

15. WAIVER: No waiver or modification of this Agreement or the terms contained herein shall be valid unless in writing and duly executed by the party to be charged therewith. The waiver by any party hereto of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party.

16. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Ohio.

17. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties with respect to Employee's employment by Employer on and after the Effective Date. There are no other contracts, agreements or understandings, whether oral or written, existing between them except as contained or referred to in this Agreement. This Agreement replaces all prior agreements and understandings of the parties with respect to Employee's employment by Employer including the Employment Agreement dated December 31, 1993 and the Memorandum of Understanding of even date.

18. SEVERABILITY: In case any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or other unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

19 SUCCESSORS AND ASSIGNS: Subject to the provisions of Section 13 above, this Agreement shall be binding upon Employee, Employer and their successors and assigns. Employer further expressly agrees that in the event it shall merge or consolidate with, or be acquired by, any other entity, the continuing entity resulting from such merger, consolidation or acquisition shall be obligated to perform the duties and obligations of Employer as set forth in this Agreement. Employer further agrees that in the event it should voluntarily dissolve and liquidate the assets and business of Employer, it will undertake to have the terms and provisions of this Agreement fulfilled prior to the distribution or disposal of Employer's assets.

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

EMPLOYER:
CINCINNATI BELL INC.

By: /s/ John T. LaMacchia

EMPLOYEE:

/s/ James F. Orr

Exhibit 10(iii)(A)(17)(ii)
to Form 10-K 1994

AMENDMENT TO
EMPLOYMENT AGREEMENT

For purposes of clarification, Section 12(D) of the Employment Agreement between Cincinnati Bell Inc. and James F. Orr dated August 19, 1994 (the "Agreement") is amended by the addition of the following sentence:

> In the event of a termination of this agreement under Section 12(c) within 90 days after a Change in Control of CBI or CBIS, Employee shall receive, at Employee's election, either the compensation and benefits provided under Section 12(C) or the compensation and benefits provided under this Section 12(D).

In all other respects, the terms of the Agreement shall remain as originally executed.

IN WITNESS WHEREOF, Cincinnati Bell Inc. and James F. Orr have signed below effective October 31, 1994.

CINCINNATI BELL INC.

By /s/ D. J. Lahey

/s/ James F. Orr

James F. Orr

Exhibit (10)(iii)(A)(18)
to Form 10-K 1994

EMPLOYMENT AGREEMENT

This Agreement is made as of DECEMBER 30, 1994 (the "Effective Date") between Cincinnati Bell Telephone Company, an Ohio corporation ("Employer" or "CBT"), and Barbara J. Stonebraker ("Employee").

Employer and Employee agree as follows:

1. EMPLOYMENT. By this Agreement, Employer and Employee set forth the terms of Employer's employment of Employee on and after the Effective Date. Any prior agreements or understandings with respect to Employee's employment by Employer are cancelled as of the Effective Date.

2. PERIOD OF EMPLOYMENT. This Agreement begins on the Effective Date and, subject to the terms of Section 13, will end on December 31, 1999.

3. DUTIES.

A. Employee will be a Senior Vice President of CBT. Employee will report to the President of CBT.

B. Employee shall furnish such managerial, executive, financial, technical, and other skills, advice and assistance in operating CBT as Employer may request.

C. Employee shall perform such other duties as are assigned to Employee by the President of CBT.

D. Employee shall devote Employee's entire time, attention, and energies to the business of Employer. The words "entire time, attention, and energies" are intended to mean that Employee shall devote Employee's full effort during reasonable working hours to the business of Employer (or other Employer-sanctioned activities) and shall devote at least 40 hours per week to the business of Employer (or other Employer-sanctioned activities). Employee shall travel to such places as are necessary in the performance of Employee's duties.

4. COMPENSATION.

A. Employee shall receive a base salary (the "Base Salary") of at least $192,000 for each calendar year, subject to proration for any partial year, payable in accordance with Employer's standard payroll practices, during the term of this Agreement. Such Base Salary, and any other amounts payable hereunder, shall be subject to withholding as required by law.

B. In addition to the Base Salary, Employee shall be entitled to receive an annual bonus (the "Bonus") under Employer's regular compensation program for each calendar year for which services are performed under this Agreement. Any Bonus for a calendar year shall be payable after the conclusion of the calendar year in accordance with Employer's regular bonus payment policies. Employee shall be given a Bonus target of not less than $76,800 per year.

C. On at least an annual basis, Employee shall receive a formal performance review and be considered for Base Salary and/or bonus target increases.

5. EXPENSES. All reasonable and necessary expenses incurred by Employee in the course of the performance of Employee's duties to Employer shall be

reimbursable in accordance with Employer's then current travel and expense policies.

6. BENEFITS.

A. In each year of this Agreement, Employee will be granted options to purchase 7,500 common shares of Cincinnati Bell Inc. ("CBI") at the time and on the terms approved by the Compensation Committee of CBI. All provisions of this Agreement which relate to the terms under which non-statutory stock options will be granted to Employee are subject to approval by the Compensation Committee. Such options may be granted under CBI's 1988 Long Term Incentive Plan (the "1988 Plan") or similar stock option plan.

B. While Employee remains in the employ of Employer, Employee shall be entitled to participate in all of the various employee benefit plans and programs in which fifth level managers of Employer are participating other than the non-qualified retirement plan known as the Cincinnati Bell Inc. Pension Program.

C. Employee shall receive a restricted stock award of 15,000 common shares of CBI at the first meeting of the CBI Compensation Committee in 1995. All provisions of this Agreement which relate to the terms under which restricted stock will be granted to Employee are subject to approval by the Compensation Committee. Such award shall be made under the 1988 Plan on the terms set forth in Exhibit A. Such award shall be further subject to the terms of the 1988 Plan.

D. Notwithstanding anything contained herein to the contrary, the Base Salary and bonuses otherwise payable to Employee shall be reduced by any benefits paid to Employee by Employer under Employer's Sickness and Accident Disability Plan and Long Term Disability Plan for Salaried Employees.

7. CONFIDENTIALITY. Employer and its Affiliates are engaged in the telecommunications services, information services and telecommunications support services industries within the U.S. and world wide. Employee acknowledges that in the course of employment with the Employer, Employee

will be entrusted with or obtain access to information proprietary to the Employer and its Affiliates with respect to the following (all of which information is referred to hereinafter collectively as the "Information"); the organization and management of Employer and its Affiliates; the names, addresses, buying habits and other special information regarding past, present and potential customers, employees and suppliers of Employer and its Affiliates; customer and supplier contracts and transactions or price lists of Employer, its Affiliates and their suppliers; products, services, programs and processes sold, licensed or developed by Employer and its Affiliates; technical data, plans and specifications, present and/or future development projects of Employer and its Affiliates; financial and/or marketing data respecting the conduct of the present or future phases of business of Employer and its Affiliates; computer programs, systems and/or software; ideas, inventions, trademarks, business information, know-how, processes, improvements, designs, redesigns, discoveries and developments of Employer and its Affiliates; and other information considered confidential by any of the Employer, its Affiliates or customers or suppliers of Employer and its Affiliates. Employee agrees to retain the Information in absolute confidence and not to disclose the Information to any person or organization except as required in the performance of Employee's duties for Employer, without the express written consent of Employer. For purposes of this Agreement, "Affiliate" means CBI and each direct and indirect subsidiary of CBI.

8. NEW DEVELOPMENTS. All ideas, inventions, discoveries, concepts, trademarks, or other developments or improvements, whether patentable or not, conceived by Employee, alone or with others, at any time during the term of employment, whether or not during working hours or on Employer's premises, which

are within the scope of or related to the business operations of Employer or its Affiliates or that relate to Employer or Affiliate work or project, present, past or contemplated ("New Developments"), shall be and remain the exclusive property of Employer. Employee shall, do all things reasonably necessary to ensure ownership of such New Developments by Employer, including the execution of documents assigning and transferring to Employer, all of Employee's right, title and interest in and to such New Developments, and the execution of all documents required to enable Employer to file and obtain patents, trademarks and copyrights in the United States and foreign countries on any of such New Developments.

9. SURRENDER OF MATERIAL UPON TERMINATION. Employee hereby agrees that upon cessation of Employee's employment, for whatever reason and whether voluntary or involuntary, Employee will immediately surrender to Employer all of the property and other things of value in Employee's possession or in the possession of any person or entity under Employee's control that are the property of Employer or any of its Affiliates, including without limitation all personal notes, drawings, manuals, documents, photographs, or the like, including copies and derivatives thereof, relating directly or indirectly to any confidential information or materials or New Developments, or relating directly or indirectly to the business of Employer or any of its Affiliates.

10. REMEDIES. Employer and Employee hereby acknowledge and agree that the services rendered by Employee to Employer, the information disclosed to Employee during and by virtue of Employee's employment, and Employee's commitments and obligations to Employer and its Affiliates

herein are of a special, unique and extraordinary character, and that the breach of any provision of this Agreement will cause the non-breaching party irreparable injury and damage, and consequently the non-breaching party shall be entitled to, in addition to all other remedies available to it, injunctive and equitable relief to prevent a breach of this Agreement, or any part of it, and to secure the enforcement of this Agreement.

11. COVENANT NOT TO COMPETE. During the two-year period following termination of Employee's employment with Employer for any reason (or if this period is unenforceable by law, then for such period as shall be enforceable) Employee will not, without first obtaining written permission from Employer, engage in any business offering services related to the current business of Employer or any of its Affiliates in any capacity which requires or utilizes the skill, training and knowledge acquired by Employee while employed by Employer, whether such capacity be as a principal, partner, joint venturer, agent, employee, salesman, consultant, director or officer, where such position would involve Employee in any business activity in competition with Employer or any of its Affiliates. This restriction will be limited to the geographical area where Employer or any of its Affiliates is then engaged in such competing business activity or to such other geographical area as a court shall find reasonably necessary to protect the goodwill and business of Employer.

During the two-year period following termination of Employee's employment by Employer for any reason (or if this period is unenforceable by law, then for such period as shall be enforceable) Employee will not interfere with or adversely affect, either directly or indirectly, Employer's or Employer's Affiliates' relationships with any person, firm, association, corporation or other entity which is known by Employee to be, or is included on any listing to which Employee had access during the course of employment as a customer, client, supplier, consultant or employee of Employer or any of its Affiliates and that Employee will not divert or change, or attempt to divert or change, any such relationship to the detriment of Employer or any of its Affiliates or to the benefit of any other person, firm, association, corporation or other entity.

Employee will not, during or at any time after the termination of Employee's employment with Employer, induce or seek to induce, any other employee of Employer or any of its Affiliates to terminate such employee's relationship with Employer or the Affiliate which employs such employee.

12. GOODWILL. Employee will not intentionally disparage or act in any manner, directly or indirectly, which may damage the business of Employer or any of its Affiliates or which would adversely affect the goodwill, reputation, and business relationships of Employer or any of its Affiliates with the public generally, or with any of their customers, suppliers or employees.

13. TERMINATION.

A. (i) Employer or Employee may terminate this Agreement upon Employee's failure or inability to perform the services required hereunder because of any physical or

mental infirmity for which Employee receives disability benefits under Employer's Sickness and Accident Disability Benefit Plan and/or Employer's Long Term Disability Plan for Salaried Employees as the case may be (the "Plans"), over a period of one hundred twenty consecutive working days during any twelve consecutive month period (a "Terminating Disability").

(i) If Employer or Employee elects to terminate this Agreement in the event of a Terminating Disability, such termination shall be effective immediately upon the giving of written notice by the terminating party to the other.

(ii) Upon termination of this Agreement on account of Terminating Disability, Employer shall pay Employee Employee's accrued Base Salary and Bonus (subject to offset for any amounts received pursuant to the Plans), to the date of termination. For as long as such Terminating Disability may exist, Employee shall continue to be an employee of Employer for all other purposes and Employer shall provide Employee with disability benefits and all other benefits according to the provisions of the Plans and any other Employer plans in which Employee is then participating.

(iii) If the parties elect not to terminate this Agreement upon an event of a Terminating Disability and Employee returns to active employment with Employer prior to such a termination, or if such disability exists for less than one hundred twenty consecutive working days, the provisions of this Agreement shall remain in full force and effect.

B. This Agreement terminates immediately and automatically on the death of Employee, provided, however, that the Employee's estate shall be paid Employee's accrued compensation hereunder, whether Base Salary and bonus, to the date of death.

C. Employer may terminate this Agreement immediately in the event that Employee is wilfully negligent in the performance of Employee's duties or breaches Section 21 of this Agreement, or in the event of Employee's conviction of a felony.

D. Employer may terminate this Agreement upon 60 days written notice for any reason other than those set forth in Section 13(A), (B) or (C). In the event of a termination under this Section 13(D), Employer shall pay Employee an amount equal to two times the Base Salary as it exists at the time of termination or, if less, such Base Salary for the remaining term of this Agreement and all other accrued compensation. Notwithstanding the terms of the Restricted Stock Award: if the termination occurs before December 31, 1997, the restrictions on a proportionate number of 9,000 of the restricted shares awarded Employee under Section 6(C) shall lapse based on the portion of the period from January 1, 1995 to December 31, 1997 during which Employee was employed by Employer; if the termination occurs in 1998 prior to December 31, 1998, the restrictions on a proportionate number of 3,000 of the restricted shares awarded Employee under Section 6(C) shall lapse based on the portion of the period from

January 1, 1998 to December 31, 1998 during which Employee was employed by Employer; and if the termination occurs in 1999 prior to December 31, 1999, the restrictions on a proportionate number of 3,000 of the restricted shares awarded Employee

under Section 6(C) shall lapse based on the portion of the period from January 1, 1999 to December 31, 1999 during which Employee was employed by Employer.

E. If Employee resigns while employed under this Agreement and within 90 days after a Change in Control of CBI or CBT, this Agreement shall thereupon terminate. Employer or any successor of Employer shall pay Employee an amount equal to 2.99 times the Base Salary as it exists at the time of termination. In the event of a Change in Control of CBI or CBT while Employee is employed under this Agreement, the stock options granted Employee under Section 6(A) shall become immediately exercisable, the restrictions applicable to the restricted stock granted Employee under Section 6(C) shall immediately lapse and Employee shall be entitled to receive the retiree medical benefits then provided to similarly situated employees of CBT who retire after attaining age sixty. During the 90-day period following a Change in Control, Employer shall have no right under Section 13(C) to terminate Employee without cause. In the case of CBI, "Change in Control" means a change in control as defined in the 1988 Plan. In the case of CBT, "Change in Control" means a change of ownership in which CBI ceases to own, directly or indirectly, fifty-one percent (51%) of the voting control of CBT or a change in which substantially all of the assets of CBT are sold to another company in which CBI does not own, directly or indirectly, fifty-one percent (51%) of the voting control.

F. Upon termination of this Agreement as a result of an event of termination described in this Section 13 and except for Employer's payment of the required payments under this Section 13, all further compensation under this Agreement shall terminate; provided, however, that all qualified deferred compensation which Employee may be entitled to receive pursuant to any of Employer's pension or profit sharing plans in which Employee may participate during Employee's employment with Employer shall be paid pursuant to the provisions of such plans at such times as any such amounts become payable to Employee. It is further understood that for purposes of this Section 13, the term "accrued compensation" shall include all non-qualified deferred compensation, of whatever type or form, either previously granted to Employee by Employer or otherwise earned or received by Employee.

G. The termination of this Agreement shall not amend, alter or modify the rights and obligations of the parties under Sections 7, 8, 9, 10, 11, and 12 hereof, the terms of which shall survive the termination of this Agreement.

14. ASSIGNMENT. As this is an agreement for personal services involving a relation of confidence and trust between Employer and Employee, all rights and duties of Employee arising under this Agreement, and the Agreement itself, are nonassignable by Employee.

15. NOTICES. Any notice required or permitted to be given under this Agreement shall be sufficient, if in writing, and if delivered personally or by certified mail to Employee at Employee's place of residence as then recorded on the books of Employer or to Employer at its principal office.

16. WAIVER. No waiver or modification of this Agreement or the terms contained herein shall be valid unless in writing and duly executed by the party to be charged therewith. The waiver by any party hereto of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party.

17. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Ohio.

18. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to Employee's employment by Employer. There are no other contracts, agreements or understandings, whether oral or written, existing between them except as contained or referred to in this Agreement.

19. SEVERABILITY. In case any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or other unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions have never been contained herein.

20. SUCCESSORS AND ASSIGNS. Subject to the requirements of Section 14 above, this Agreement shall be binding upon Employee, Employer and Employer's successors and assigns.

21. CONFIDENTIALITY OF AGREEMENT TERMS. The terms of this Agreement shall be held in strict confidence by Employee and shall not be disclosed by Employee to anyone other than Employee's spouse, Employee's legal counsel and Employee's other advisors. Further, Employee shall not discuss the terms of this Agreement with anyone other than the President of CBT, and any other person to whom the President of CBT has granted access to the terms of this Agreement. Breach of this term of the Agreement shall be grounds for dismissal with cause under Section 13(C) of this Agreement.

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

CINCINNATI BELL TELEPHONE COMPANY

By /s/ Raymond R. Clark

EMPLOYEE

/s/ Barbara J. Stonebraker

Barbara J. Stonebraker

EXHIBIT (10)(III)(A)(19)
TO FORM 10-K 1994

SEPARATION AGREEMENT AND WAIVER AND RELEASE

Cincinnati Bell Telephone Company, an Ohio Corporation (the "Company"), defined to include all currently related corporate entities, and Donald E. Hoffman ("Executive"), in consideration of the mutual promises made herein, hereby agree as follows:

1. SEPARATION.

Executive shall resign from employment with the Company effective at the close of business on May 24, 1995 (the "Employment Separation Date").

2. TRADE SECRETS AND NON COMPETITION.

(a) The Company is engaged directly, and indirectly through its related companies, in the information services, telecommunication and marketing support services industries within the U.S. and worldwide. Executive acknowledges that in the course of Executive's employment with the Company Executive has been entrusted with or obtained access to information proprietary to the Company, and/or any or all related companies with respect to the following (all of which information is referred to hereinafter collectively as the "Property"): the organization and management of the Company and its related companies; names, addresses, buying habits or other special information regarding past, present and potential customers, employees and suppliers of the Company and its related companies; customer and supplier contracts and transactions or price lists of the Company, and related companies and suppliers; products, services, programs and processes sold, licensed or developed by the Company or its related companies; technical data, plans and specifications, present

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and/or future development projects of the Company and related companies; financial and/or marketing data respecting the conduct of the present or future phases of business of the Company and related companies; computer programs, systems and/or software; ideas, inventions, trademarks, business information, know-how, processes, improvements, designs, redesigns, discoveries and developments of the Company or its related companies; strategic knowledge of pending acquisitions of land and/or building space; and other information considered confidential by any of the Company, its related companies or customers or suppliers of the Company or its related companies.

Executive agrees that Executive will continue to retain such proprietary information in absolute confidence and not to disclose to any person or organization any proprietary information without the express written consent of the Company. Executive agrees that this Agreement does not supersede any such preexisting obligations and that they are incorporated herein by reference.

(b) In consideration of the compensation to be paid Executive pursuant to Section 5, Executive agrees that it is reasonable and necessary for the protection of the goodwill and business of the Company that Executive make the covenants contained in Sections 2, 3 and 4 regarding Executive's conduct during and subsequent to Executive's employment relationship with the Company and that the Company will suffer irreparable injury if Executive engages in conduct prohibited under those Sections. Executive represents that Executive has thoroughly reviewed the terms of those covenants, including the time periods stated therein, and that Executive's experience and/or abilities are such that observance of such covenants will not cause Executive undue hardship nor will it unreasonably interfere with Executive's ability to earn a livelihood. The covenants contained in

Sections 2, 3 and 4 shall each be construed as a separate agreement independent of any other provisions of this Agreement, and the existence of any claim or cause of action of Executive against the Company and/or its related companies, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of any of those covenants.

(c) Executive covenants that, for a period of two years after the Employment Separation Date (or if this period is unenforceable by law, then for such period as shall be enforceable), Executive will not, without first obtaining written permission from the Company, engage in any business offering services related to the current business of the Company in any capacity which requires or utilizes the skill, training and knowledge acquired by Executive while employed by the Company, whether such capacity be as a broker, principal, partner, joint venturer, agent, employee, salesman, consultant, director or officer, where such position would involve Executive in any business activity in competition with the Company. This restriction will be limited to the geographical area of Ohio, Kentucky and Indiana or to such other geographical area as a court shall find reasonably necessary to protect the goodwill and business of the Company.

(d) Executive covenants that Executive will not, for a period of two years after the Employment Separation Date (or if this period is unenforceable by law, then for such period as shall be enforceable), interfere with or adversely affect, either directly or indirectly, the Company, its employees, or any of their related companies' relationships with any person, firm, association, corporation or other entity which is known by Executive to be, or is included on any listing to which Executive had access during the course of Executive's employment, a customer, client, supplier, consultant or employee of the Company or its related companies, and that Executive will not divert or

change, or attempt to divert or change, any such relationship to the detriment of the Company or any of the related companies or to the benefit of any other person (including himself), firm, association, corporation or other entity.

(e) All ideas, inventions, discoveries, concepts, trademarks, or other developments or improvements, whether patentable or not, conceived by Executive, alone or with others, at any time during the term of Executive's employment, whether or not during working hours or on the Company's premises, which are within the scope of or related to the Company's business operations or that relate to any Company work or project, present, past or contemplated, shall be and remain the exclusive property of the Company.

(f) Executive covenants that Executive shall not, during the term of this Agreement or at any time thereafter, act in any manner, directly or indirectly, which may damage the business of the Company or any of the related companies or which would adversely affect the goodwill, reputation, and business relationships of the Company or any of the related companies with the public generally, or with any of their customers, suppliers or employees.

(g) Executive expressly acknowledges that any breach or violation of any of the covenants made by Executive in this Section 2 will cause immediate and irreparable injury to the Company and that in the event of a breach or threatened or intended breach of this contract by Executive, the Company, in addition to all other legal and equitable remedies available to it, shall be entitled to injunctions, both preliminary and temporary, and restraining orders, enjoining and restraining such breach or threatened or intended breach.

3. WAIVER AND RELEASE OF ALL CLAIMS.

Executive, for himself and for Executive's personal representatives, and in exchange for the consideration offered by the Company in Section 5, hereby fully releases the Company and its related companies, and any and all of their stockholders, directors, officers, employees, agents and representatives, from any and all claims, liabilities, promises, contracts, suits, and attorneys' fees, which have been or could have been asserted by Executive or on Executive's behalf in any forum for circumstances arising prior to the date of this Agreement. This release includes without limitation, any and all claims of discrimination on the basis of Executive's race, color, religion, sex, national origin, disability, age, or ancestry, and claims based on wrongful discharge whether based on a theory of contract, promissory estoppel, public policy or tort. This release specifically includes a release of all claims which could be asserted under Section 4101.17 or Chapter 4112 of the Ohio Revised Code, Section 4113.52 of the Ohio Revised Code or any other law of the State of Ohio or any other state, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Americans with Disabilities Act of 1990 ("ADA") and such laws' amendments.

4. CONFIDENTIALITY.

Executive agrees that Executive will keep the terms, amount and fact of this Agreement confidential and that Executive will not hereafter disclose any information concerning this Agreement to anyone except Executive's immediate family, attorney or accountant, provided that Executive instructs them to keep said information confidential and not disclose it to others.

5. COMPANY'S OBLIGATIONS.

Following the execution of this Agreement and the expiration of the revocation period, and in consideration of Executive's obligations set forth in Sections 4, 5 and 6 above, the Company will provide Executive with the following severance benefits to which Executive would not be otherwise entitled:

(a) forty months of the age reduction otherwise applicable to Executive under Subparagraph 3(a)(i) of Cincinnati Bell Inc. Pension Program shall be waived and, for purposes of calculating his benefit under the Pension Program, references to the "Pension Plan" in Section 4 of the Pension Program shall mean the Cincinnati Bell Management Pension Plan as in effect prior to December 31, 1993;

(b) outplacement services, including an individual executive program with job-search counseling, clerical and long-distance telephone support, office space, skills evaluations, resume preparation and interviewing skills. Outplacement services must commence within 60 days after the Employment Separation Date and may not exceed a total cost of $25,000;

(c) up to $5,000 for financial counseling and/or tax consultation services, provided Executive provides valid receipts documenting the cost and date of services rendered, date of counseling to occur prior to December 31, 1995;

(d) payment of the 1994 Incentive Award, if any, payable in 1995.

Executive shall not be entitled to receive a 1995 Incentive Award;

(e) this Agreement shall not modify Executive's entitlement to benefits under Cincinnati Bell Management Pension Plan and Cincinnati Bell Inc. Retirement Savings Plan;

(f) with respect to any options heretofore granted to Executive under the Company's 1988 Long Term Incentive Plan, any options which are not exercisable by the close of business on the Employment Separation Date shall thereupon terminate. Executive shall not be granted any additional options;

(g) title of cellular equipment in Executive's personal vehicle will be transferred to Executive and Executive will assume responsibility for any and all charges relating to such equipment after the Employment Separation Date; and

(h) to the extent that the Company is providing indemnification to the Executive on the day preceding the Employment Separation Date (through insurance or otherwise) for the Executive's acts and omissions as an officer of the Company, the Company shall continue to provide such indemnification on and after the Employment Separation Date for any acts or omissions occurring prior to the Employment Separation Date.

* * *

All payments to Executive under this Agreement shall be subject to applicable Federal, state and local tax withholding.

6. SEVERABILITY.

Each of the terms and covenants of this Agreement shall be independently enforceable and should any term or covenant of this Agreement be ruled invalid in any court, such provision shall be deemed severable so that such ruling shall not invalidate the entire contract and the remaining provisions shall not be affected thereby.

7. TERMINATION.

This Agreement may be terminated:

(a) upon the mutual agreement of both parties; or

(b) by the Company, upon two weeks' written notice of such termination, for cause if there occurs a material breach by Executive, which continues for 10 days after written notice thereof to Executive from the Company, of any of the covenants and agreements made by Executive under this Agreement or any acts or omissions by Executive resulting in serious harm or injury to the reputation, assets or business of the Company or its related companies.

Regardless of the basis for termination of this Agreement, Executive acknowledges that the covenants contained in Sections 2, 3 and 4 shall survive the termination of this Agreement.

8. ASSIGNMENT.

This Agreement may not be assigned in whole or in part by Executive. In the event the Company merges or consolidates with or sells or transfers substantially all of its assets to any other person, firm or corporation, the Company may, at its option, assign its rights and duties under this Agreement to such party and such party may, at its option, assume the obligations of the

Company under this Agreement, and upon such assignment and assumption, the Company's obligations under this Agreement to Executive shall terminate.

9. NOTICE.

Except as otherwise provided herein, all notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given and be effective when delivered by hand or when deposited in the U.S. mail, prepaid, for certified or registered delivery, or prepaid telegram, to the following address (or to such other address as any of the following may from time to time designate by notice given in the manner herein provided):

To the Company:

Raymond R. Clark
President
Cincinnati Bell Telephone Company
201 East Fourth Street
Cincinnati, Ohio 45202

To Executive:

Donald E. Hoffman

132 Wyoming Ave

Cincinnati, Oh 45215
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10. GENERAL

(a) Executive agrees that in making this Agreement, the Company is not admitting the violation of any law or any of Executive's rights, but does so solely for the purpose of settling all matters between them.

(b) This Agreement contains the entire agreement between the parties and may only be modified by a subsequent written agreement signed by the same parties.

(c) Executive admits that the terms of this Agreement have been explained to Executive, that Executive has had the opportunity and written advice to consult with any attorney or other advisor of Executive's choice and voluntarily has decided to give up all rights to make any claim against the Company. Executive states and admits that in executing this Agreement Executive does not rely, and has not relied, upon any other representation or statement made by the Company or by any of its agents, representatives or attorneys with regard to this Agreement.

(d) Executive acknowledges that Executive has reviewed the terms of this Agreement, that Executive has had the opportunity to consult with an attorney, and that Executive voluntarily has decided to enter into this Agreement. Executive acknowledges that Executive was afforded a period of at least 45 days within which to consider this Agreement before Executive signed

it, but knowingly and voluntarily and without coercion, and upon advice of counsel, chose to sign this Agreement before the expiration of the 45-day period. Executive may revoke this Agreement by giving written notice to the Company within 7 days after execution of this Agreement. Unless so revoked, this Agreement shall become effective and enforceable on the 8th day after it is executed by Executive.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

(f) No waiver with respect to any provision of this Agreement shall be effective unless in writing. The waiver by either party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any other or subsequent breach.

(g) This Agreement shall be binding upon and inure to the benefit of the Company, its successors and assigns, and Executive, Executive's heirs and personal representatives.

IN WITNESS WHEREOF, the Company has caused its name to be subscribed and Executive has subscribed his name on the 21st day of December, 1994.

Witness:	CINCINNATI BELL TELEPHONE COMPANY
/s/Leslie P. Maloney	By /s/Raymond R. Clark
/s/Sandra J. Cole	/s/Donald E. Hoffman
	Donald E. Hoffman

Exhibit 10(iii)(A)(20)(ii)
to Form 10-K 1994

AMENDMENT TO
CINCINNATI BELL INC.
EXECUTIVE DEFERRED COMPENSATION PLAN

The Cincinnati Bell Inc. Executive Deferred Compensation Plan (the "Plan") is hereby amended effective January 1, 1994 in the following respects:

1. Section 3.4.1 of the Plan is amended in its entirety to read as follows:

> 3.4.1 To the extent that the Key Employee's aggregate non-deferred Basic Salary and Cash Awards for the calendar year through the Deferral Date are not in excess of $150,000, the Company match to be credited to such Key Employee's Company Matching Account on the Deferral Date shall be 4% of the Basic Salary and Cash Awards deferred on the Deferral Date (or such other percentage as may be prescribed by the Committee).

2. Section 3.4.2 of the Plan is amended in its entirety to read as follows:

> 3.4.2 To the extent that the Key Employee's aggregate non-deferred Basic Salary and Cash Awards for the calendar year though the Deferral Date exceed $150,000, the Company match to be credited to such Key Employee's Company Matching Account on the Deferral Date shall be the lesser of (a) 66-2/3% of the Basic Salary and Cash Award deferred on the Deferral Date (or such other percentage as may be prescribed by the Committee) or (b) 4% of that portion of the Key Employee's Basic Salary and Cash Award paid or deferred on the Deferral Date (or such other percentage as may be prescribed by the Committee).

IN WITNESS WHEREOF, Cincinnati Bell Inc. has caused its name to be subscribed on this 12th day of December, 1994.

Cincinnati Bell Inc.

by /s/James D. Kiggen
____

Exhibit 11
to
Form 10-K for 1994

CINCINNATI BELL INC.
COMPUTATION OF EARNINGS (LOSS) PER SHARE
(Dollars in thousands, except per share amounts; shares in thousands)

	1994	1993	1992
Income (loss) before extraordinary charges . .	$75,557	$(56,795)	$38,937
Extraordinary charges, net of income tax benefit	-	-	(3,690)
Cumulative effect of accounting change	(2,925)	-	-
Net income (loss).	$72,632	$(56,795)	$35,247
Preferred dividend requirements.	-	2,248	4,350
Income (loss) applicable to common shares. . .	$72,632	$(59,043)	$30,897
Weighted average number of common shares outstanding.	65,443	63,296	61,914
Common share conversions applicable to common share options.	9	74	41
Total number of shares for computing primary earnings (loss) per share	65,452	63,370	61,955
Average contingent issues of common shares from convertible preferred shares	-	1,531	3,158
Total number of shares for computing fully diluted earnings (loss) per share. . .	65,452	64,901	65,113

Earnings (Loss) per Common Share

	1994	1993	1992
As Reported			
Income (loss) before extraordinary charges	$ 1.15	$ (.93)	$ .56
Extraordinary charges.	-	-	(.06)
Accounting change.	(.04)	-	-
Net income (loss).	$ 1.11	$ (.93)	$ .50
Primary			
Income (loss) before extraordinary charges	$ 1.15	$ (.93)	$ .56
Extraordinary charges.	-	-	(.06)
Accounting change.	(.04)	-	-
Net income (loss).	$ 1.11		

$ (.93) $ .50

Fully Diluted

Income (loss) before extraordinary charges	$ 1.15	$ (.88)	$ .60
Extraordinary charges.	-	-	(.06)
Accounting change.	(.04)	-	-
Net income (loss).	$ 1.11	$ (.88)	$ .54

Earnings (loss) per share amounts for the years ended December 31, 1994, 1993 and 1992 as reported in the Consolidated Statements of Income are based on the weighted average number of common shares outstanding for the respective periods. Primary and fully diluted earnings (loss) per share amounts are not shown in the Consolidated Statements of Income as they differ from the reported earnings (loss) per share amounts by less than three percent or are antidilutive.

Exhibit 12
to
Form 10-K for 1994

CINCINNATI BELL INC.
COMPUTATION OF RATIO OF EARNINGS TO COMBINED FIXED
CHARGES AND PREFERRED DIVIDENDS

	(Thousands of Dollars)				
	1994	1993	1992	1991	1990
1. Earnings					
(a) Income (loss) before Income Taxes, adjusted for undistributed income and losses from partnerships .	$118,910	$(53,789)	$ 55,580	$ 68,734	$137,226
(b) Interest Expense.	49,546	45,760	46,158	52,839	45,254
(c) One-third of Rental Expense	23,892	23,665	22,521	20,820	17,425
. . . .	$192,348	$ 15,636	$124,259	$142,393	$199,905
2. Fixed Charges					
(a) Interest Expense.	$ 49,546	$ 45,760	$ 46,158	$ 52,839	$ 45,254
(b) Preferred Dividends	-	3,458	6,591	6,591	6,591
(c) One-third of Rental Expense	23,892	23,665	22,521	20,820	17,425
	$ 73,438	$ 72,883	$ 75,270	$ 80,250	$ 69,270
3. Ratio of Earnings to Combined Fixed Charges and Preferred Dividends (1 dividend by 2)	2.62	N/M	1.65	1.77	2.89

<FN>

N/M - Not meaningful as earnings are inadequate to cover the fixed charges by $57,247.

Exhibit 13
To Form 10-K for 1994

SELECTED FINANCIAL AND OPERATING DATA — CINCINNATI BELL INC.

Thousands of Dollars Except Per Share Amounts	1994	1993	1992	1991	1990	1989
RESULTS OF OPERATIONS						
Revenues	$1,228,223	$1,089,637	$1,101,448	$1,064,687	$ 996,025	$ 887,081
Costs and expenses excluding special charges	1,057,136	1,006,740	999,713	936,832	822,547	728,451
Operating income excluding special charges	171,087	82,897	101,735	127,855	173,478	158,630
Special charges (a)	5,673	101,630	10,545	9,991	-	-
Operating income (loss)	165,414	(18,733)	91,190	117,864	173,478	158,630
Other income (expense) - net	1,727	9,405	10,947	4,250	8,157	5,168
Interest expense	49,546	45,760	46,158	52,839	45,254	31,394
Income (loss) before income taxes, extraordinary charges and accounting change	117,595	(55,088)	55,979	69,275	136,381	132,404
Income taxes	42,038	1,707	17,042	26,565	45,387	38,045
Income (loss) before extraordinary charges and accounting change	75,557	(56,795)	38,937	42,710	90,994	94,359
Extraordinary charges, net of income tax benefit	-	-	(3,690)	-	-	-
Accounting change-cumulative effect to January 1, 1994	(2,925)	-	-	-	-	-
Net income (loss)	72,632	(56,795)	35,247	42,710	90,994	94,359
Preferred dividend requirements	-	2,248	4,350	4,350	4,350	4,350
Income (loss) applicable to common shares	$ 72,632	$ (59,043)	$ 30,897	$ 38,360	$ 86,644	$90,009
Earnings (loss) per common share	$ 1.11	$ (.93)	$ .50	$ .63	$ 1.44	$ 1.50
Dividends declared per common share	$ .80	$ .80	$ .80	$.80	$ .76	$ .68
Weighted average number of common shares outstanding (000)	65,443	63,296	61,914	61,334	60,282	59,993
Operating margin	13.5%	(1.7)%	8.3%	11.1%	17.4%	17.9%
After-tax profit margin	5.9%	(5.2)%	3.2%	4.0%	9.1%	10.6%
Effective tax rate	35.7%	3.1 %	30.4%	38.3%	33.3%	28.7%
FINANCIAL POSITION						
Total assets	$1,723,448	$1,664,090	$1,632,521	$1,743,134	$1,656,426	$1,393,329
Long-term debt	$ 528,255	$ 522,888	$ 350,069	$ 445,237	$ 437,038	$ 362,182
Total debt	$ 596,944	$ 634,917	$ 543,031	$ 618,077	$ 577,205	$ 435,773
Preferred shares subject to mandatory redemption	$ -	$ -	$ 60,000	$ 60,000	$ 60,000	$ 60,000
Common shareowners' equity	552,402	515,615	568,883	581,594	578,610	516,114
OTHER DATA						
Total capital additions (including acquisitions)	$ 156,174	$ 235,411	$ 140,056	$ 193,348	$ 284,335	$ 202,532
Telephone plant construction	$ 112,755	$ 111,595	$ 94,956	$ 115,931	$ 127,690	$ 142,871
Ratio of earnings to combined fixed charges and preferred dividends (b)	2.62	(c)	1.65	1.77	2.89	3.45
Access minutes of use (000)						

Interstate	2,336,493	2,132,281	1,985,239	1,852,207	1,788,449	1,685,110
Intrastate	931,570	887,769	836,018	793,037	782,679	720,301
Network access lines in service	877,000	848,000	827,000	808,000	800,000	781,000
CBT employees	3,300	3,400	3,700	3,800	4,200	4,300
Network access lines per CBT employee	266	249	224	213	190	182
Market price per share						
High	$ 20.125	$ 24.375	$ 20.875	$ 25.375	$ 27.875	$ 35.000
Low	$ 15.375	$ 16.125	$ 15.375	$ 17.875	$ 18.625	$ 20.000
Close	$ 17.000	$ 18.000	$ 17.125	$ 19.375	$ 23.250	$ 27.250

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(a) For special charges see Notes 2, 6 and 20 of Notes to Financial Statements.

(b) For the purpose of this ratio: (i) Earnings have been calculated by adding to income before income taxes, extraordinary charges and accounting change, adjusted for undistributed income and losses of partnerships, the amount of interest expense and the portion of rentals representative of the interest factor; (ii) Fixed charges comprise total interest expense, such portion of rentals representative of the interest factor and preferred dividend requirements.

(c) Earnings before income taxes were inadequate to cover fixed charges by $57,247 for the year ended December 31, 1993.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Cincinnati Bell Inc. (the Company) is a holding company whose principal subsidiaries are divided into three industry segments. The telephone operations segment, Cincinnati Bell Telephone (CBT), provides telecommunications services and products, mainly local service, network access and toll telephone services. The information systems segment, Cincinnati Bell Information Systems (CBIS), provides data processing services and software development services through long-term contracts for telecommunications and general business needs. The marketing services segment, MATRIXX Marketing (MATRIXX), provides telephone marketing, research, fulfillment and database services. The operations of the Company's long distance re-selling, directory services, and equipment supply businesses are included with corporate operations in the Other category within the following discussion.

The following discussion should be read in conjunction with the consolidated financial statements and the accompanying notes.

RESULTS OF OPERATIONS

OVERVIEW

The Company's consolidated net income was $72.6 million for 1994 compared with a net loss of $56.8 million in 1993 and net income of $35.2 million in 1992. The 1994 earnings per common share were $1.11 compared to a loss per common share of $.93 in 1993 and earnings per common share of $.50 in 1992.

Results in 1994 included an after-tax charge of $6.6 million or $.10 per common share for special charges and a change in accounting for the adoption of Statement of Financial Accounting Standards (SFAS) 112 for postemployment benefits. The 1993 results included $102 million of special charges in the information systems segment for the disposal of CBIS Federal and other non-strategic businesses as well as the restructuring of the remaining CBIS operations. These charges reduced 1993 net income by approximately $88 million or $1.39 per common share (see Note 2 of Notes to Financial Statements). Results

in 1993 also included an after-tax gain of $6.5 million or $.10 per common share from the sale of CBT's residential equipment leasing and PhoneCenter store businesses.

Revenues grew to $1,228.2 million in 1994 from $1,089.6 million in 1993. This represents an increase of 13% compared with a decrease of 1% in 1993. Several factors affected the 1994 revenues. Telephone operations revenues increased primarily as the result of record growth in access lines and a new Ohio rate plan. Information systems revenues increased in data processing and professional and consulting fees from a growing cellular market. Marketing services revenues increased significantly because of the acquisition of WATS Marketing (WATS) in November 1993 combined with strong internal growth. The increases were offset by the absence of revenues in 1994 from businesses that were sold or closed.

The decrease in revenues in 1993 was caused primarily by CBT's sale of its residential equipment leasing and PhoneCenter store businesses to AT&T in February 1993 and CBIS's completion of the Nippon Telegraph and Telephone (NTT) project in 1992.

Costs and expenses were $1,062.8 million in 1994 up nearly 6% from approximately $1,007 million in 1993 after excluding $102 million of special charges. Telephone depreciation expenses increased in 1994 as a result of changes in regulatory prescribed rates. In addition, higher right-to-use fees for advanced intelligent network software upgrades, the effect of a vacation policy change in 1993 and higher postretirement costs contributed to increases in costs in 1994. Information systems costs and expenses increased correspondingly with the growth in its revenues from the cellular market. Marketing services costs and expenses increased principally because of the inclusion of WATS for a full year and increased activity.

The increase in costs and expenses in 1993 was directly attributed to $102 million of special charges in information systems for the disposal of CBIS Federal and other non-strategic businesses and the restructuring of CBIS operations.

Disposal and Restructuring of CBIS Operations

During 1994, the Company substantially completed its disposal and restructuring plan related to CBIS by selling CBIS Federal and other businesses, closing of its foreign data center, eliminating unprofitable domestic and international activities and restructuring the remaining CBIS operations. The 1994 operating results of the businesses to be sold or closed were charged to the disposal and restructuring reserve; therefore, the revenues and costs and expenses of these businesses were not included in the 1994 reported amounts. See Note 2 of Notes to Financial Statements for additional information.

TELEPHONE OPERATIONS

			Change 94 vs 93			Change 93 vs 92	
(In millions)	1994	1993	Amount	%	1992	Amount	%
Revenues							
Local service	$329.3	$304.1	$ 25.2	8	$293.4	$ 10.7	4
Network access	141.0	131.9	9.1	7	138.8	(6.9)	(5)
Long distance	37.2	41.4	(4.2)	(10)	33.2	8.2	25
Other	92.2	98.1	(5.9)	(6)	128.9	(30.8)	(24)
Total	$599.7	$575.5	$ 24.2	4	$594.3	$(18.8)	(3)

Costs and expenses	$500.2	$481.9	$ 18.3	4	$506.2	$(24.3)	(5)
Access lines (000)	877	848	29	3.4	827	21	2.5
Minutes of use (millions)							
Interstate	2,336	2,132	204	10	1,985	147	7
Intrastate	932	888	44	5	836	52	6

Record growth in access lines and a new Ohio rate plan in May 1994 accounted for $14.7 million of the increase in local service revenues in 1994. Revenues were also higher by $9.3 million as a result of sales of enhanced custom calling services and central office features and usage of directory assistance and public telephone services.

Local service revenues increased in 1993 from growth in access lines resulting in higher revenues of $5.2 million. In addition, sales of enhanced custom calling services and

central office features and usage of directory assistance, and public telephone and other services accounted for an increase of $5.5 million.

The increase in interstate network access revenues in 1994 was primarily attributable to the effect of a $6.6 million reduction in 1993 revenues resulting from orders of the Federal Communications Commission (FCC). The FCC orders involved overearnings complaints against CBT for the 1987-1988 monitoring period. The orders have been appealed to the U. S. Court of Appeals and a hearing is expected in 1995. In addition, higher minutes of use and lower support payments to the National Exchange Carrier Association (NECA) accounted for $5.5 million of the increase. Partially offsetting the increases were $2.6 million in lower intrastate access revenues from a reduction in the Ohio carrier common line rate and independent company settlements.

The decrease in network access revenues in 1993 was primarily the result of the $6.6 million reduction recorded from the FCC orders. Reductions in local transport, switching, Ohio carrier common line rates in July 1992 and 1993, and lower independent company settlement revenues resulted in $5.8 million of lower interstate and intrastate access revenues in 1993. Partially offsetting the decreases were $5.5 million in additional interstate access revenues resulting from increased minutes of use, lower support payments to NECA and increases in multi-line rates.

Long distance revenues declined $4.2 million in 1994 because of lower settlement revenues from independent companies, the effect of a favorable retroactive interexchange carrier adjustment in February 1993 and an interstate message toll rate reduction in January 1994. Higher settlements and increased intraLATA message toll revenues were the principal reasons for the increase of $8.2 million in long distance revenues in 1993.

Other revenues were lower in 1994 by $10.3 million because CBT discontinued its business telecommunications equipment leasing business in late 1993 and sold its residential equipment leasing and PhoneCenter store businesses in the first quarter 1993. These actions were the result of decisions by CBT management to pursue opportunities that had the potential to achieve higher returns for its available resources in fields other than equipment leasing and sales. The decrease was partially offset by $2.2 million of higher

sales and marketing commissions and maintenance contract revenues and $1.2 million in lower provisions for uncollectible accounts.

The primary reason for the decrease in other revenues in 1993 was the sale of CBT's residential equipment leasing and PhoneCenter store operations. These businesses were responsible for approximately $24 million of the decrease in revenues. Billing and collection revenues decreased $9 million primarily from a lower volume of business. Revenues also decreased $4.5 million because of CBT discontinuing its business telecommunications leasing business in late 1993 and lower sales and marketing commission revenues. Partially offsetting the decreases were revenue increases of $4.2 million from the offering of new services, maintenance contracts and sales of used equipment.

Costs and expenses increased $18.3 million in 1994. Right-to-use fees for advanced intelligent network software upgrades increased $3.5 million. Postretirement benefit costs increased $4.5 million primarily from expensing 1993 costs which were deferred with regulatory approval (see Note 20 of Notes to Financial Statements). Expenses were $5.2 million higher in 1994 because of a 1993 change in vacation policy which resulted in a one-time expense reduction. Other increases were from upgrading systems and costs associated with re- engineering CBT's processes. Depreciation and amortization expense increased $11.4 million in 1994, with $9.7 million resulting from depreciation rate represcriptions by the Federal and Kentucky authorities effective January 1, 1994, and the Public Utilities Commission of Ohio (PUCO) effective July 1, 1994.

In November 1994, CBT presented a separation offer to 18 of its senior managers, 12 of whom accepted the offer. Costs of $3.6 million related to the offer were recorded in the fourth quarter 1994 and were included in special charges in the income statement.

Partially offsetting the increases in costs and expenses was a $7.4 million reduction because of businesses sold and discontinued and $3.7 million resulting from lower software costs.

Cost and expenses decreased $24.3 million in 1993 from 1992. Employee costs were $14.4 million lower primarily from workforce reductions and a change in vacation policy, which

accounted for $6.2 million of the decrease. The sale of the residential equipment leasing and PhoneCenter store businesses resulted in expenses being $5.8 million lower in 1993. Additionally, there were decreases of $5.4 million in supplies and expensed purchases of equipment from cost containment efforts, lower property taxes and the effect of a 1992 telephone plant depreciation reserve deficiency adjustment. Partially offsetting the decreases was $4.3 million of higher postretirement benefit costs as a result of the adoption in 1993 of SFAS 106, "Employers' Accounting for Postretirement Benefits Other Than Pensions."

INFORMATION SYSTEMS

			Change 94 vs 93			Change 93 vs 92	
(In millions)	1994	1993	Amount	%	1992	Amount	%
Revenues	$343.8	$356.6	$ (12.8)	(4)	$386.6	$(30.0)	(8)
Costs and expenses	$316.7	$481.2	$(164.5)	(34)	$398.4	$ 82.8	21

Revenues increased about 20% in 1994 when compared to 1993 after excluding 1993 amounts related to operations sold or closed. Revenues for these operations in 1993 were $67.4 million. The strong revenue growth was primarily the result of higher data processing and professional services provided to the cellular industry and professional service contracts with international clients for development of telecommunication solutions. CBIS maintained its strong presence in the cellular market when it announced in August 1994 a major contract renewal through 1999 with McCaw Cellular Communications, Inc. With the growing cellular market, the contract is expected to generate revenues in excess of $600 million. In addition, CBIS had several other smaller contracts that were renewed in 1994.

The decrease in revenues in 1993 compared to 1992 was primarily in professional and consulting services as a result of the completion of the NTT project in 1992 causing a reduction of $21 million and a decision in late 1992 by the Internal Revenue Service (IRS) not to renew a data processing support contract which resulted in lower revenues of $28 million. The decreases were partially offset by higher revenues of $19.1 million from international clients and data processing services for cellular clients.

Costs and expenses increased 9% in 1994 compared to 1993 after excluding $88.6 million of 1993 expenses related to operations sold or closed and $102 million in special charges. The special charges included the expected loss on the sale of CBIS Federal operations of $71.2 million of which $63 million was for the write-down of goodwill. Special charges also included lease termination costs of $8.3 million, future operating losses during the disposal period of $13.3 million, write-down of assets of $3 million, and employee termination costs of $6.2 million. Also in 1993, CBIS recorded $17 million of additional amortization of capitalized software costs to reflect net realizable value. These decreases were partially offset by increased production costs of $28 million to support cellular and wireline billing clients. In addition, international contract costs increased $23 million including a provision as a result of CBIS cost estimates exceeding expected revenues on certain long-term contracts.

The increase in costs and expenses in 1993 compared to 1992 was directly attributed to the special charges and additional amortization of capitalized software costs. Other increases were from product development costs of $15.6 million and costs to withdraw from certain unprofitable international contracts and products of $5.1 million. Partially offsetting these increases were $22.1 million in lower expenses due to the completion of the NTT project and $18.6 million in reduced expenses because of the IRS contract.

In 1994 CBIS completed the sale of CBIS Federal and other businesses as well as the closures of certain operations included in the 1993 special charges. The sales and closures were completed within the estimated amounts contained in the special charges and did not result in any additional charges.

MARKETING SERVICES

			Change 94 vs 93			Change 93 vs 92	
(In millions)	1994	1993	Amount	%	1992	Amount	%
Revenues	$226.1	$108.2	$117.9	109	$ 88.2	$ 20.0	23
Costs and expenses	$203.5	$106.2	$ 97.3	92	$ 87.5	$ 18.7	21

The acquisition of WATS in late 1993 by MATRIXX accounted for a significant amount of the 1994 increase in revenues. Revenues in 1994 would have increased about 20% if WATS had been part of MATRIXX throughout 1993. The growth was from broad based business volumes in the outbound, inbound, business and custom service divisions. The contract with

DIRECTV-Registered Trademark- was a significant contributor to MATRIXX's results in the fourth quarter of 1994 and is expected to contribute to MATRIXX's operating results in 1995.

In 1993, $11.9 million of the revenue increase was the result of including the revenues of WATS. In addition, increases of $24.2 million resulted from increased business volume in the outbound, inbound and business divisions. The increases were partially offset by a decrease of $16.1 million principally caused from the completion of a major telephone marketing contract at the end of 1992.

Costs and expenses increased in 1994 from the inclusion of WATS for a full year and from higher costs of providing services associated with increased revenues. Costs and expenses would have increased only 14% if WATS had been a part of MATRIXX throughout 1993. Revenues growing at a higher rate than costs and expenses was a strong indicator of cost management efforts. The increased costs and expenses came primarily from workforce additions and long distance telephone costs. MATRIXX's international division improved results modestly but yet to reach break-even. MATRIXX continues to expect improving results from this division as the European economy improves and outsourcing emerges overseas as it has in the United States. Amortization of goodwill related to WATS increased cost and expenses by $2.3 million.

WATS accounted for $8.2 million of the increase in costs and expenses in 1993 over 1992. Higher costs of providing services associated with increased revenues amounted to $10.5 million.

OTHER

(In millions)	1994	1993	Change 94 vs 93 Amount	%	1992	Change 93 vs 92 Amount	%
Revenues	$129.6	$124.4	$ 5.2	4	$120.6	$ 3.8	3
Costs and expenses	$117.5	$118.3	$ (.8)	(1)	$110.4	$ 7.9	7

Revenues of the Company's long distance re-selling business increased $5 million in 1994 primarily from an increased customer base, higher usage levels, its 800- service and paging and voicemail services. Revenues of the directory and the equipment supply businesses were comparable with 1993 amounts.

Revenues of the long distance reselling business increased $8.8 million in 1993 principally from expansion into new market areas and additional product offerings. Offsetting the increases were decreases of $5 million in the directory and equipment supply businesses as a result of lower revenue from advertising and equipment sales.

The decrease in costs and expenses in 1994 was caused primarily by a decrease in directory expenses and the effect in 1993 of a $3 million provision for inventory loss in the equipment supply business. Partially offsetting the decreases were increases in costs associated with the growth in the long distance re-selling business and a $4.1 million charge for curtailment losses for the Company's non-qualified pension program included in the special charges line of the income statement (see Note 6 of Notes to Financial Statements).

Expenses in 1993 included a $3 million provision for inventory loss on used telecommunications and computer equipment in the equipment supply business. The provision was the result of management's evaluation of the marketability of the inventories in light of market conditions and management plans at the time. The long distance re-selling business had increased costs of providing services from revenue growth.

OTHER INCOME (EXPENSE) - NET

The 1993 results include a $9.8 million gain from the sale of CBT's residential equipment leasing and PhoneCenter stores partially offset by a $4.2 million provision for a loss related to an investment in and loans to an international distributor of CBIS products and

services. The charge was recorded after management reviewed the results and forecasts of the distributor and concluded that recovery was no longer possible. Results for 1992 include a $4.9 million gain recognized for an amendment to CBT's marketing agency relationship with AT&T, $1.2 million of interest income from IRS tax refunds and $1.6 million more of interest charged construction than in 1993.

INTEREST EXPENSE

Refinancing short-term debt in late 1993 with long-term debt at higher interest rates to reduce exposure to increases in short-term rates and an increase in average total debt caused an increase in interest expense in 1994. In 1993 CBT recorded $4.2 million of interest charges related to FCC orders to refund interstate access revenues.

Declining short-term interest rates and the effect of long-term refinancing activities in 1992 to take advantage of lower interest rates caused a decrease of $4.6 million in 1993. Mostly offsetting the decrease was $4.2 million in interest expense which CBT recorded relating to FCC orders.

Interest expense related to the Company's swap agreement was $4.5 million, $4.2 million and $3.8 million in 1994, 1993 and 1992, respectively. Interest expense for the agreement will continue to increase as interest is accrued on the principal as well as on unpaid interest costs. The accrued interest on the French franc loan segment of the swap is 129 million French francs or $23.5 million at December 31, 1994. To date, the Company has decided not to hedge the currency risk associated with the accrued interest because the financial risk is immaterial to the Company's financial position. The swap agreement increased the Company's weighted average interest rate from 7.4% to 8.2% in 1994, from 6.8% to 7.6% in 1993 and from 7.3% to 8.0% in 1992. See Note 13 of Notes to Financial Statements for additional information.

The Company's average total debt outstanding increased $59 million from $542 million in 1993 to $601 million in 1994 principally from the issuance of long- term debt in late 1993. The average total debt outstanding in 1992 was $568 million.

INCOME TAXES

The Company's effective tax rate for 1994 was 35.7% compared to 3.1% for 1993 and 30.4% for 1992.

Higher 1994 income before taxes was the principal reason for the increase in income taxes in 1994. The decrease in 1993 was principally the result of lower income before taxes. The decision to sell CBIS Federal resulted in losses of $63 million which did not create income tax benefits.

ACCOUNTING CHANGE

In 1994 the Company adopted SFAS 112, "Employers' Accounting for Postemployment Benefits." See Note 8 of Notes to Financial Statements for additional information.

FINANCIAL CONDITION

Return to Shareowners

Management's overall objective is to maximize shareowner value. One of the most important measuring tools in evaluating management's success is the utilization of the Company's financial resources.

Capital Investment, Resources And Liquidity

Management believes that the Company has adequate internal and external resources available to finance its ongoing operating requirements, including network expansion and modernization, business development and dividend programs. The Company maintains adequate lines of credit with several institutions to provide support for borrowings and general corporate purposes.

Cash provided by operating activities, which is the Company's primary source of liquidity, was $271.3 million in 1994, an increase of $73.2 million over 1993. Additional cash was provided from the sale of businesses and the issuance of shares to meet the requirements of the Company's dividend reinvestment and benefit plans. The surplus of cash provided over cash used to fund capital expenditures and pay dividends reduced short-term borrowings by $46 million and increased cash and cash equivalents by $70 million.

The Company's most significant investing activity continued to be capital expenditures which were $146.8 million in 1994 compared to $234.3 million for 1993. The 1993 amount includes $67.8 million for the acquisition of WATS in November 1993. Excluding the acquisition of WATS, 1994 capital expenditures were lower by $19.7 million. Requirements for additional updating of facilities will be continuously evaluated based on customer and market demand and engineering economics. CBT invested $66 million in digital equipment and fiber cable as well as $47 million for other telephone plant and equipment. Included in capital expenditures were capitalized software development costs of $5.5 million and $26.4 million for 1994 and 1993, respectively. The decrease in capitalized costs was the result of a decrease in gross software development expenditures as CBIS continues to focus on its core businesses and the result of less costs eligible for capitalization. Capital expenditures for 1995 are expected to be approximately $140 million of which approximately $100 million is for CBT.

CBT could decide that in order to remain competitive in the future, it must aggressively pursue a strategy of expanding its offerings beyond its traditional business. For example, CBT may adopt a strategy of running fiber optic wiring to a majority of residential customers in order to offer a full line of services. This decision would result in a need for capital but the amount is not determinable at this time because of unknown factors such as customer acceptance, period of implementation, and area of coverage. Any capital spending increases would not be entirely incremental or additive as reductions would be achieved in other areas. CBT may wish to enter other businesses through investments and strategic alliances with established companies in such businesses and through the development of such capabilities internally. Such transactions could require substantial capital which could be generated internally and from external sources.

Accounts payable and accrued liabilities increased $47 million from December 31, 1993 levels. Most of the increase consisted of employee costs of $16 million, contingent payments for the WATS acquisition of $10 million, software and hardware upgrades of $8 million, contract costs of $6 million and costs related for increased revenues of $5 million. Accrued taxes increased approximately $23 million from last year primarily from improved earnings and a change in the tax law for timing federal tax payments.

Capitalization

As a result of the improved operating cash flows and reduced capital spending in 1994, the Company's debt to capitalization ratio was reduced to 51.9% at December 31, 1994, from 55.2% at December 31, 1993.

In March 1994 Duff & Phelps lowered the ratings of the notes of the Company from A to A-. The reasons given for the change were an increase in debt, additional risk exposure in the competitive telemarketing business as the result of the acquisition of WATS and the lack of consistent profitability in the information systems segment. Separately, Duff & Phelps established an initial rating of Duff 1- for the Company's commercial paper. In September 1994 Standard & Poor's lowered its ratings on the Company's senior unsecured debt from A to A- and commercial paper from A-1 to A-2. The reasons for the change were increased debt for the acquisition of WATS, a riskier business profile as the Company relies on a greater portion of revenues from its diversified activities, and the performance of CBIS over the last three years. In December 1994, Moody's lowered CBT's senior unsecured debt ratings from Aa2 to Aa3 citing that CBT's level of return and cash flow generation will be pressured as a result of low revenue growth and increasing competition. Also, the Company's senior unsecured debentures and commercial paper ratings were lowered by Moody's from A2 to A3 and P-1 to P-2, respectively. The reason given was that the Company derives the bulk of its credit support from CBT. The Company's and CBT's ratings on its notes and debentures remain investment quality. The changes in ratings by the various rating agencies have not had a significant impact on interest expense but are expected to cause increases in interest costs in future periods.

REGULATORY MATTERS

Alternative Regulation

CBT filed for a threshold increase in rates with an alternative regulation proposal with the PUCO in 1993. In May 1994 the PUCO approved a rate plan which increases revenues $11.9 million annually or 3.75% on Ohio regulated services. The authorized rate of return on capital is 11.18%, but CBT may earn up to 11.93% in a monitoring period. Earnings

higher than 11.93% will trigger a revenue retargeting formula. This alternative regulation plan provides increased pricing flexibility in some areas, designed to allow CBT to be more responsive to customers and the market.

Optional Incentive Regulation

For interstate services, CBT began to operate under an Optional Incentive Regulation plan in January 1994. This is an alternative form of regulation for small and mid-sized companies with more emphasis on price regulation similar to price caps. In addition, CBT has more pricing flexibility. Rate changes and new services can be made on a 14-day notice without cost support if CBT sets rates no higher than a geographically adjacent price cap local exchange carrier. This also allows CBT to be more responsive to customers and the market.

Kentucky Filing

During October 1994 CBT filed a proposal with the Public Service Commission of Kentucky (PSCK) for new regulated rates for telephone services provided to its Kentucky customers. This proposal, if approved in its entirety, would result in uniform rates for basic service in CBT's Kentucky and Ohio metropolitan service areas and increase revenues by $3.4 million annually. An order from the PSCK is expected in 1995.

Depreciation Rate Changes

In January 1994 CBT completed a successful triennial depreciation represcription with regulators from the FCC, the PUCO and the PSCK. The new depreciation rates were effective January 1, 1994, in the interstate and Kentucky jurisdictions, and effective July 1, 1994, in the Ohio jurisdiction.

Effects of Regulatory Accounting

CBT presently gives accounting recognition to the actions of regulators where appropriate, as prescribed by SFAS 71, "Accounting for the Effects of Certain Types of Regulation." Under SFAS 71, CBT records certain assets and liabilities because of the actions of regulators. Amounts charged to operations for depreciation expense reflect estimated useful lives and methods prescribed by regulators rather than those that might otherwise apply to unregulated enterprises. Typically, regulatory recovery periods are longer than

the useful lives that otherwise might be used. Criteria that could give rise to the discontinuance of SFAS 71 include increasing competition, which would restrict CBT's ability to establish prices to recover specific costs, and a significant change in the manner in which rates are set by regulators from cost-based regulation to another form of regulation. CBT periodically reviews these criteria to ensure that continuing application of SFAS 71 is appropriate. If CBT was required to discontinue the accounting prescribed in SFAS 71, there would be a significant non-cash charge to operations. It is expected that the minimum after-tax charge would be at least $60 million. The actual non-cash charge could be much higher depending on many factors including CBT's business strategy as well as judgments of both competitive impact and technology changes at the time.

BUSINESS OUTLOOK

Cincinnati Bell operates businesses in several different markets. Each of the businesses has fluctuations in revenues and operating earnings as the result of the overall level, timing and terms of many contracts. There is also a business risk that a customer will decide to perform services in-house or move its business to a competitor if the services do not meet price and performance standards. These circumstances may increase the variability of financial results on a period to-period basis.

The Company's 1995 revenues are not expected to grow at the same rate as in 1994 because WATS revenues for 1994 and 1995 will be on a comparable basis. CBT's revenues are expected to increase but could be offset by a potential decline in its customer base from increased competition. Approximately $200 million of CBIS's revenues are from clients in the cellular industry which is a rapidly growing industry. CBIS expects to experience revenue growth from clients in this industry but the growth may be reduced by volume discounts. MATRIXX's 1995 revenues, while benefiting from the DIRECTV-Registered Trademark- contract, are not expected to increase at the same rate as in 1994.

CBT conducts its business generally by customer requests which are completed in a very short time period but no longer than a few months. CBIS primarily conducts its business under long-term contracts covering two markets. The first is the international market and the average contract length is two to five years. The contracts are for specific client telecommunications projects. After completion of the initial contract, CBIS expects to generate maintenance revenues related to the project. During a contract period, CBIS has the opportunity to bid on additional business with its client. Due to the nature of the projects, CBIS is always in a competitive situation with respect to new bids. The second market is for data processing and support services for clients in the telecommunications industry. Contracts range in length from three to ten years and constitute the majority of CBIS's revenues. CBIS was successful in renewing all contracts due for renewal during 1994. These contracts range in length from one to five years. MATRIXX customer contracts are usually for a term of less than six months and only a few contracts go beyond six months.

Customer demands, technology, the preferences of policy makers and the convergence of other industries with the telecommunications industry are causes for increasing competition in the telecommunications industry for CBT. The range of communications services, the equipment available to provide and access such services and the number of competitors offering such services continue to increase. Federal and state regulators are encouraging changes that promote competition in the industry and CBT is evaluating these regulatory changes. During the fourth quarter 1994, two companies filed requests with the PUCO to offer basic local exchange telephone service within CBT's Ohio operating territory. CBT has intervened in these requests and is actively participating in resolving the issue of local telecommunications competition.

CBT is redesigning and streamlining its processes and work activities to improve responsiveness to customer needs, permit more rapid introduction of new products and services, improve the quality of product and service offerings and reduce costs. On February 6, 1995, the Company announced the approval of a restructuring plan which will result in a first quarter 1995 pre-tax charge of $70 to $100 million and the reduction in CBT's workforce by approximately 800 employees. CBT recently reorganized its functions into 12 processes designed to streamline work and named a management team responsible for the processes. Other elements will be adopted over the next several years. CBT will develop advanced information systems that will help to respond to changing expectations of its customers. CBT estimates that the restructuring, when fully implemented in 1997, should result in a savings of approximately $50 million from current projections of its annual operating expenses.

Although CBIS has achieved success in retaining clients, the telecommunications industry is becoming highly competitive. CBIS must continue to provide high quality services at competitive prices to retain these clients. CBIS has received indications from a current cellular billing client that the client may not renew its contract when it ends in 1996. The revenues from this contract amounted to approximately five percent of CBIS's revenues in 1994. A contract non-renewal from a significant client could have a material impact on the future earnings of CBIS.

MATRIXX has taken aggressive steps to capture efficiencies by integrating the WATS acquisition. The continued trend in the outsourcing of telemarketing is important for MATRIXX's continued growth. In addition, the MATRIXX French operations must continue to improve to avoid reducing the recorded value of goodwill.

The success of other Company businesses will be determined by how well they meet the changing needs of their customers. The Company continues to review opportunities for acquisitions and divestitures for all its businesses to enhance shareowner value.

Report of Management

The management of Cincinnati Bell Inc. is responsible for the information and representations contained in this Annual Report. Management believes that the financial statements have been prepared in accordance with generally accepted accounting principles and that the other information in the Annual Report is consistent with those statements. In preparing the financial statements, management is required to include amounts based on estimates and judgments which it believes are reasonable under the circumstances.

In meeting its responsibility for the reliability of the financial statements, management maintains a system of internal accounting controls which is continually reviewed and evaluated. Our internal auditors monitor compliance with it in connection with their program of internal audits. However, there are inherent limitations that should be recognized in considering the assurances provided by any system of internal accounting controls. The concept of reasonable assurance recognizes that the costs of a system of internal accounting controls should not exceed, in management's judgment, the benefits to be derived. Management believes that its system provides reasonable assurance that assets are safeguarded and that transactions are properly recorded and executed in accordance with management's authorization, that the recorded accountability for assets is compared with the existing assets at reasonable intervals, and that appropriate action is taken with respect to any differences. Management also seeks to assure the objectivity and integrity of its financial data by the careful selection of its managers, by organizational arrangements that provide an appropriate division of responsibility, and by communications programs aimed at assuring that its policies, standards and managerial authorities are understood throughout the organization.

The financial statements have been audited by Coopers & Lybrand L.L.P., independent accountants. Their audit was conducted in accordance with generally accepted auditing standards.

The Audit Committee of the Board of Directors (see page 60), which is composed of three directors who are not employees, meets periodically with management, the internal auditors and Coopers & Lybrand L.L.P. to review the manner in which they are performing their responsibilities and to discuss auditing, internal accounting controls and financial reporting matters. Both the internal auditors and the independent accountants periodically meet alone with the Audit Committee and have free access to the Audit Committee at any time.

/s/ Brian C. Henry
Executive Vice President and Chief Financial Officer

Report of Independent Accountants
To the Shareowners of Cincinnati Bell Inc.

We have audited the accompanying consolidated balance sheets of Cincinnati Bell Inc. and subsidiaries as of December 31, 1994 and 1993, and the related consolidated statements of income, common shareowners' equity and cash flows for each of the three years in the period ended December 31, 1994. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Cincinnati Bell Inc. and subsidiaries as of December 31, 1994, and 1993, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 1994, in conformity with generally accepted accounting principles.

As discussed in Notes 7 and 8 of Notes to Financial Statements, the Company changed its method of accounting for postemployment benefits in 1994 and postretirement benefits other than pensions in 1993.

/s/ Coopers & Lybrand L.L.P.
Cincinnati, Ohio
February 13, 1995

CONSOLIDATED STATEMENTS OF INCOME   Cincinnati Bell Inc.

Thousands of Dollars Except Per Share Amounts Year Ended December 31	1994	1993	1992
Revenues	$1,228,223	$1,089,637	$1,101,448
Costs and Expenses			
Operating expenses	632,757	603,574	609,433
Plant and building services	177,492	153,614	162,493
Depreciation and amortization	154,062	158,515	137,023
Taxes other than income taxes	92,825	91,037	90,764
Special charges	5,673	101,630	10,545
Total costs and expenses	1,062,809	1,108,370	1,010,258
Operating Income (Loss)	165,414	(18,733)	91,190
Other Income (Expense) - Net	1,727	9,405	10,947
Interest Expense	49,546	45,760	46,158
Income (Loss) Before Income Taxes and Extraordinary Charges and Accounting Change	117,595	(55,088)	55,979
Income Taxes	42,038	1,707	17,042
Income (Loss) Before Extraordinary Charges and Accounting Change	75,557	(56,795)	38,937
Extraordinary Charges, Net of Income Tax Benefit	--	--	(3,690)
Cumulative Effect of Accounting Change	(2,925)	--	--
Net Income (Loss)	72,632	(56,795)	35,247
Preferred Dividend Requirements	--	2,248	4,350
Income (Loss) Applicable to Common Shares	$ 72,632	$ (59,043)	$ 30,897
Weighted Average Number of Common Shares Outstanding (000)	65,443	63,296	61,914
Earnings (Loss) Per Common Share			
Income (Loss) Before Extraordinary Charges and Accounting Change	$ 1.15	$ (.93)	$ .56
Extraordinary Charges	--	--	(.06)
Accounting Change	(.04)	--	--
Net Income (Loss)	$ 1.11	$ (.93)	$ .50

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

CONSOLIDATED BALANCE SHEETS

Thousands of Dollars at December 31	1994	1993
Assets		
Current Assets		
Cash and cash equivalents	$ 78,368	$ 8,668
Receivables, less allowances of $14,056 and $14,031, respectively	246,122	241,669
Material and supplies	15,988	21,627
Prepaid expenses	29,180	30,391
Other current assets	28,984	22,471
	398,642	324,826
Property, Plant and Equipment		
Telephone plant	1,447,411	1,430,822
Accumulated depreciation	(556,004)	(541,690)
	891,407	889,132
Other property	279,355	303,917
Accumulated depreciation	(134,587)	(145,480)
	144,768	158,437
	1,036,175	1,047,569
Other Assets		
Goodwill and other intangibles	197,425	192,161
Investments in unconsolidated entities	48,809	42,405
Deferred charges and other	42,397	57,129
	288,631	291,695
Total Assets	$1,723,448	$1,664,090
Liabilities and Shareowners' Equity		
Current Liabilities		
Debt maturing within one year	$ 68,689	$ 112,029
Accounts payable and accrued liabilities	179,658	132,648
Accrued disposal and restructuring charges	11,076	35,385
Accrued taxes	61,054	38,135
Advance billing and customers' deposits	38,793	31,553
Other current liabilities	24,067	24,587
	383,337	374,337
Long-Term Debt	528,255	522,888
Deferred Credits and Other Long-Term Liabilities		
Deferred income taxes	164,059	158,438
Unamortized investment tax credits	16,191	19,371
Other long-term liabilities	79,204	73,441
	259,454	251,250
Commitments and Contingencies		
Shareowners' Equity		
Common shares - $1 par value; authorized shares: 240,000,000	65,948	64,982
Additional paid-in capital	239,507	223,257
Retained earnings	246,568	227,392
Foreign currency translation adjustment	379	(16)
	552,402	515,615
Total Liabilities and Shareowners' Equity	$1,723,448	$1,664,090

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

CONSOLIDATED STATEMENTS OF CASH FLOWS Cincinnati Bell Inc.

Thousands of Dollars Year Ended December 31	1994	1993	1992
Cash Flows From Operating Activities:			
Net income (loss)	$ 72,632	$ (56,795)	$ 35,247

Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation and amortization	154,062	158,515	137,023
Special charges	5,673	101,630	10,545
Provision for loss on receivables	11,099	14,614	8,225
Extraordinary charges	--	--	5,591
Accounting change	4,500	--	--
Other-net	9,342	(2,122)	6,830
Change in assets and liabilities net of effects from acquisitions and disposals:			
Decrease (increase) in receivables	(33,059)	(11,354)	55,801
Decrease in other current assets	6,330	12,677	26,652
Increase (decrease) in accounts payable and accrued liabilities	38,834	19,628	(5,259)
Decrease in accrued disposal and restructuring costs	(29,961)	(10,545)	--
Increase (decrease) in other current liabilities	31,712	(2,816)	(12,848)
Decrease in deferred income taxes and unamortized investment tax credits	(4,072)	(6,850)	(6,061)
Decrease (increase) in other assets and liabilities-net	4,196	(18,440)	6,941
Net cash provided by operating activities	271,288	198,142	268,687
Cash Flows From Investing Activities:			
Capital expenditures - telephone plant	(110,547)	(109,279)	(103,896)
Capital expenditures - other	(36,212)	(57,206)	(43,318)
Payments made for acquisitions, net of cash acquired	--	(67,795)	--
Proceeds from disposal of businesses	27,012	--	--
Other-net	1,813	9,683	(5,190)
Net cash used in investing activities	(117,934)	(224,597)	(152,404)
Cash Flows From Financing Activities:			
Proceeds from long-term debt	--	169,615	99,956
Redemption of long-term debt	--	--	(169,168)
Principal payments on long-term debt	(1,510)	(28,115)	(3,465)
Net decrease in notes payable	(45,934)	(55,467)	(3,445)
Proceeds from issuance of common shares	15,262	2,582	11,679
Dividends paid	(52,256)	(53,294)	(53,853)
Payments made to acquire common shares	--	(5,480)	(5,593)
Net cash provided by (used in) financing activities	(84,438)	29,841	(123,889)
Effect of exchange rate changes on cash and cash equivalents	784	(22)	(662)
Net increase (decrease) in cash and cash equivalents	69,700	3,364	(8,268)
Cash and cash equivalents at beginning of year	8,668	5,304	13,572
Cash and cash equivalents at end of year	$ 78,368	$ 8,668	$ 5,304

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

CONSOLIDATED STATEMENTS OF COMMON SHAREOWNERS' EQUITY Cincinnati Bell Inc.

	Common Shareowners' Equity					
Thousands of Dollars Except Per Share Amounts	Total	Common Shares	Additional Paid-In Capital	Retained Earnings	Foreign Currency Translation Adjustment	Common Shares Outstanding (000)
Balance at January 1, 1992	$581,594	$ 61,595	$154,076	$365,785	$ 138	61,595
Shares issued under shareowner plans	4,553	256	4,297	--	--	256
Shares issued under employee plans	7,126	426	6,917	(217)	--	426
Acquisition of shares	(5,593)	(322)	(845)	(4,426)	--	(322)
Net income	35,247	--	--	35,247	--	--
Adjustment for foreign currency translation	(138)	--	--	--	(138)	--
Dividends:						
Preferred shares 7.25%	(4,350)	--	--	(4,350)	--	
Common shares $.80 per share	(49,556)	--	--	(49,556)	--	--
Balance at December 31, 1992	568,883	61,955	164,445	342,483	--	61,955
Shares issued under shareowner plans	1,467	64	1,403	--	--	64
Shares issued under employee plans	1,115	86	1,313	(284)	--	86
Acquisition of shares	(5,480)	(281)	(746)	(4,453)	--	(281)
Preferred shares converted to common shares	60,000	3,158	56,842	--	--	3,158
Net loss	(56,795)	--	--	(56,795)	--	--
Adjustment for foreign currency translation	(16)	--	--	--	(16)	--
Dividends:						
Preferred shares 7.25%	(2,248)	--	--	(2,248)	--	--
Common shares $.80 per share	(51,311)	--	--	(51,311)	--	--

Balance at December 31, 1993	$515,615	$ 64,982	$223,257	$227,392	$ (16)	64,982
Shares issued under shareowner plans	6,542	373	6,169	--	--	373
Shares issued under employee plans	10,674	593	10,081	--	--	593
Net income	72,632	--	--	72,632	--	--
Pension liability adjustment	(1,021)	--	--	(1,021)	--	--
Adjustment for foreign currency translation	395	--	--	--	395	--
Dividends on common shares $.80 per share	(52,435)			(52,435)	--	--
Balance at December 31, 1994	$552,402	$ 65,948	$239,507	$246,568	$ 379	65,948

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

NOTES TO FINANCIAL STATEMENTS

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1. Accounting Policies

Consolidation - The consolidated financial statements include the accounts of Cincinnati Bell Inc. and its wholly owned subsidiaries (collectively the Company). The Company operates in three principal segments. The telephone operations segment includes Cincinnati Bell Telephone (CBT) which provides telecommunications services and products. The information systems segment includes Cincinnati Bell Information Systems (CBIS) which provides data processing services and software development services. The marketing services segment includes MATRIXX Marketing (MATRIXX) which provides telephone marketing, research, fulfillment and database services. Investments in partnerships and joint ventures are accounted for using the equity method. All significant intercompany transactions and balances have been eliminated in consolidation. Certain prior year amounts have been reclassified to be consistent with the 1994 presentation.

Basis of Accounting - The Company's consolidated financial statements have been prepared in accordance with generally accepted accounting principles. CBT follows the accounting under the provisions of Statement of Financial Accounting Standards (SFAS) 71, "Accounting for the Effects of Certain Types of Regulation." This accounting reflects the rate actions of regulators in the financial statements. The rate actions can provide reasonable assurance of the existence of an asset, reduce or eliminate the value of an asset, impose a liability, or eliminate a liability previously imposed. The most significant impact from the rate actions is on depreciation because regulatory recovery periods used for telephone plant are longer than the useful lives that might otherwise be used. The Company continually reviews the applicability of SFAS 71 based on the developments in its current regulatory and competitive environment. The accounting under the provisions of SFAS 71 results in regulatory assets of $14.1 million and regulatory liabilities of $29.8 million as described in Note 5.

Foreign Currency Translation - Assets and liabilities of foreign subsidiaries are translated to U.S. dollars at year-end exchange rates and revenue and expense items are translated at average rates of exchange prevailing during the year. The related foreign currency translation adjustments are reflected in shareowners' equity. To the extent that the obligation pursuant to this transaction exceeds such net investment, currency gains and losses are included in income. Gains and losses from foreign currency transactions are based on current exchange rates and are included in income. Gains and losses related to forward contracts that are designated and effective as hedges are deferred and included in the recorded value of the transaction being hedged.

Financial Instruments - The Company maintains an interest rate and currency swap designated as an effective hedge of its net investment in its French telephone marketing business. The related foreign currency translation gains and losses are included in shareowners' equity. The interest rate differential to be paid or received on the interest rate swap agreement and related foreign currency transaction gains and losses are accrued as interest rates change and are recognized as an adjustment of interest expense.

Cash Equivalents - Cash equivalents consist of short-term highly liquid investments with original maturities of three months or less which are readily convertible to cash.

Material and Supplies - New and reusable material, related to the regulated telephone operations, are carried in inventory at average original cost, or specific costs for large items. Nonreusable material is carried at estimated salvage value. All other material and supplies are stated at the lower of cost or market principally on an average cost basis.

Property, Plant and Equipment - Property, plant and equipment are stated at original cost.

The Company's provision for depreciation of telephone plant is determined on a straight-line basis using the whole life and remaining life methods. Depreciation expense also includes amortization of certain classes of telephone plant and identified depreciation reserve

deficiencies over periods allowed by regulatory authorities. Provision for depreciation of other property is based on the straight-line method over the estimated useful life.

Telephone plant is retired at its original cost, net of cost of removal and salvage, and is charged to accumulated depreciation. Gains and losses related to the disposal of all other property, plant and equipment are recorded in income.

Software Development Costs - Research and development expenditures are charged to expense as incurred. The development costs of software to be marketed are charged to expense until technological feasibility is established. After that time, the remaining software production costs are capitalized and recorded in property, plant and equipment. Amortization of the capitalized amounts is computed on a product-by-product basis using the straight-line method over the remaining estimated economic life of the product, generally not exceeding four years. Reductions in the carrying value of capitalized software costs to net realizable value are included in amortization expense.

Goodwill and Other Intangibles - Goodwill resulting from the purchase of businesses and other intangibles are recorded at cost and amortized on a straight-line basis over 5 to 40 years. Goodwill and other intangibles is evaluated periodically as events or circumstances indicate a possible inability to recover their carrying amount. Such evaluation is based on various analyses, including cash flow and profitability projections that incorporate, as applicable, the impact on existing company businesses. The analyses necessarily involve significant management judgment to evaluate the capacity of an acquired business to perform within projections. If future expected undiscounted net pre-tax cash flows are insufficient to recover the carrying amount of the asset, then an impairment loss is recognized.

Revenue Recognition - Local telephone service revenues are generally billed monthly in advance and are recognized when services are provided. Information services revenues primarily consist of data processing revenue recognized as services are performed. On certain long-term telecommunications systems development contracts, the percentage of

completion method is used to recognize the revenues. Revenues from software maintenance agreements are deferred and are recognized over the maintenance period. Software licensing revenues are recognized when delivery of the software occurs if the Company does not have to provide additional significant service under the contract. Billed but unearned revenues are deferred. All other revenues are recognized when the services are performed regardless of the period in which they are billed.

Income Taxes - The provision for income taxes consists of an amount for taxes currently payable and a provision for tax consequences deferred to future periods based on the liability method. For financial statement purposes, deferred investment tax credits are being amortized as a reduction of the provision for income taxes over the estimated useful lives of the related property, plant and equipment.

Earnings Per Common Share - Earnings per common share are calculated by using the weighted average number of common shares outstanding. The dilutive effect of the Company's common shares under option is insignificant.

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2. Disposal and Restructuring of CBIS Operations

In late 1993, the Company commenced a plan to dispose of certain lines of business within CBIS, and to restructure the remainder of the CBIS operations. The disposal plan included the elimination of non-strategic operations, including divesting its holdings in CBIS Federal, closing its foreign data center, and eliminating other unprofitable domestic and international activities. During 1993, $102 million ($88 million after tax, or $1.39 per common share) of special charges, related to the plan, were recorded. Included in this amount were $97.4 million related to the disposition of businesses (including $63 million for the write-off of CBIS Federal goodwill) and $4.6 million related to the restructuring of other CBIS operations including a reduction in workforce.

Details of the charges for expected transactions, in millions of dollars, are as follows:

	Disposition of Businesses	Restructuring
Loss on disposal	$71.2	$ -
Operating losses during disposal period	13.3	-
Lease termination costs	8.3	-
Employee termination costs	2.4	3.8
Write-down of fixed assets	2.2	.8
	$97.4	$4.6

During 1994, the Company substantially completed its disposal and restructuring plan by selling CBIS Federal and other businesses, closing its foreign data center, eliminating other unprofitable domestic and international activities and restructuring the remaining CBIS operations including the termination of employees. The businesses were sold for approximately $16 million. There are no remaining assets of the operations to be sold or disposed included in the financial statements at December 31, 1994.

An analysis of the disposal and restructuring reserve is as follows:

Millions of Dollars Year Ended December 31	1994	1993
Balance - beginning of year	$ 35.4	$ 10.5
Special charges	-	101.6
Adjustment to CBIS Federal carrying value	-	(63.1)
Operating results of businesses to be sold or disposed -		
Revenues	52.3	.4
Operating expenses	(68.9)	(9.7)
Difference in actual and estimated losses on sale	1.7	-
Lease termination costs	-	(.5)
Employee termination costs	(4.3)	(1.8)
Write-down of fixed assets	(3.1)	(2.0)
Reduction in reserves	(2.0)	-
Balance - end of year	$ 11.1	$ 35.4

While operating expenses of businesses sold or disposed in 1994 were higher than originally expected, lease termination arrangements were more favorable than originally anticipated. The net result was a reduction of the disposal and restructuring reserve of approximately $2 million in 1994. This reduction was included as a decrease in the special charges line of the income statement.

Charges to the reserve required cash outlays of approximately $22 million and $9 million for 1994 and 1993, respectively.

The Company believes that the reserve of $11.1 million at December 31, 1994, is adequate to provide for estimated future costs associated with lease termination, employee termination, discontinued products and contingencies related to businesses sold. It is expected that cash expenditures for these activities will be approximately $7 million during 1995 and approximately $2 million each in 1996 and 1997.

In the fourth quarter of 1992, CBIS recorded special charges totaling $10.5 million for the consolidation of its European operations. These charges included write-offs of fixed assets, lease termination payments, employee severance and relocation costs and estimated operating losses. These activities were substantially completed during 1993 and the actual amounts were not significantly different from amounts accrued in 1992.

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3. Subsequent Event

On February 6, 1995, the Company approved a restructuring plan for CBT. The restructuring plan will result in the need for fewer people to operate the business. In all, CBT expects to eliminate approximately 800 management and hourly positions. The majority of the reduction in CBT's workforce is expected to result from an offer of early retirement incentives to eligible employees. Involuntary separations may also be required to achieve CBT's staffing objectives.

The retirement incentive offer increases by five years each eligible employee's age and years of service for purposes of calculating pension benefits. In addition, retiring employees will receive an enhancement to their pensions equal to two weeks pay for every year of service, but not to exceed one year's pay. Other employees who leave will receive severance benefits.

The Company will record a one-time pre-tax charge of $70 to $100 million in the first quarter of 1995 to reflect the anticipated cost of the program.

4. Non-recurring Charges

During the fourth quarter 1993, the Company recorded significant other charges unrelated to the restructuring of CBIS. CBIS accrued in operating expenses $5.1 million of costs to withdraw from certain international contracts and products.

In addition, in 1993 a $4.2 million reserve for losses was established related to an investment in and loans to an international distributor of CBIS products and services. The losses were based on the review of the forecasts of the distributor and the 1993 results, in which it was determined that the recoverability of the investment and loans was no longer probable. These charges are included in other income (expense) - net.

5. Income Taxes

The components of income tax expense are as follows:

Millions of Dollars Year Ended December 31	1994	1993	1992
Current:			
Federal	$47.2	$19.1	$18.5
Foreign	(.2)	1.7	.5
State and Local	3.7	2.3	3.3
Total current	50.7	23.1	22.3
Deferred	(4.5)	(14.6)	(2.0)
Investment tax credits	(3.2)	(2.9)	(3.3)
Adjustment of valuation allowance related to net operating and capital losses	(1.0)	(3.9)	-
Total	$42.0	$ 1.7	$17.0

The components of the Company's deferred tax assets and liabilities are as follows:

Millions of Dollars at December 31	1994	1993
Deferred tax asset:		
Unamortized investment tax credit	$ 8.7	$ 10.4
Loss carryforwards	29.5	9.1
Deferred tax consequences of net regulatory liability	4.1	4.8
Allowance for doubtful accounts	3.4	3.3
Accrued liabilities	12.8	20.8
Other	16.1	9.7
	74.6	58.1

Valuation allowance	(23.4)	(3.4)
Net deferred tax asset	51.2	54.7
Deferred tax liability:		
Depreciation and amortization	159.9	160.9
Basis differences on items previously flowed through to ratepayers	14.1	15.9
Other	6.2	8.1
Total deferred tax liability	180.2	184.9
Net deferred tax liability	$129.0	$130.2

The Company's deferred tax asset valuation allowance increased approximately $20 million in 1994 primarily due to a capital loss on the sale of CBIS Federal. These capital loss carryforwards can be utilized only when future capital gains are recognized for tax purposes. No tax planning strategy currently exists that meets the prudence and feasibility criteria to recognize this deferred tax asset. The Company's deferred tax asset valuation allowance decreased approximately $3.3 million in 1993 principally as a result of certain business strategies involving the Company's wholly owned subsidiaries in France. These strategies will enable the Company to obtain future tax benefits from the utilization of the French subsidiaries operating losses.

The following is a reconciliation of the statutory Federal income tax rate of 35% for 1994 and 1993, and 34% for 1992 with the effective tax rate for each year:

	1994	1993	1992
U.S. Federal statutory rate	35.0 %	(35.0)%	34.0 %
Plant basis differences, net of depreciation	1.1	2.0	2.0
Rate differential on reversing temporary differences	(1.4)	(4.0)	(3.0)
Disposal losses without income tax benefit	-	40.0	-
Amortization of intangible assets	1.6	5.2	4.3
Change in valuation allowance	(.8)	(6.0)	-
State and local income taxes, net of federal income tax benefit	2.9	2.7	3.4
Investment and research tax credits	(4.0)	(9.3)	(8.1)
Taxes related to prior years	.6	5.6	-
Other differences	.7	1.9	(2.2)
Effective rate	35.7 %	3.1 %	30.4 %

At December 31, 1994 and 1993, the liability for income taxes includes approximately $14.1 million and $16 million, respectively, representing the cumulative amount of income taxes on temporary differences which were previously flowed through to ratepayers. CBT also recorded a corresponding regulatory asset for these items, representing amounts which will be recovered through the ratemaking process, which is recorded in other assets. These deferrals have been increased for the tax effect of the future revenue requirement and will be amortized over the lives of the related depreciable assets concurrently with their recovery in rates.

In addition, other long-term liabilities includes a regulatory liability at December 31, 1994 and 1993, of approximately $29.8 million and $34.5 million, respectively, a substantial portion of which represents the excess deferred taxes on depreciable assets, resulting primarily from the reduction in the statutory federal income tax rate from 46% to 35%. This amount will be amortized over the lives of the related depreciable assets in accordance with the average rate assumption method required by the Tax Reform Act of 1986. The regulatory liability also includes an amount associated with unamortized investment tax credits, which will be amortized in the same manner as the underlying investment tax credits. These regulatory liabilities have been increased to reflect future revenue requirement levels.

The Company had net operating loss carryforwards applicable to foreign subsidiaries at December 31, 1994 and 1993, of approximately $18.7 million and $19.4 million, respectively. Utilization of the foreign carryforwards is dependent upon future earnings of each subsidiary with foreign carryforwards expiring 1995 through 2003. The Company had U.S. capital loss carry forwards at December 31, 1994 and 1993, of approximately $66.6 million and $4.8 million, respectively. Utilization of these capital losses is dependent upon the generation of future capital gains with the carryforwards expiring in 1996 through 1999 and, accordingly, a valuation allowance has been established for the related deferred tax asset.

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6. Retirement Plans

PENSIONS

The Company sponsors three noncontributory defined benefit pension plans: one for eligible management employees, one for nonmanagement employees and one supplementary, nonqualified, unfunded plan for certain senior managers. The pension benefit formula for the management plan was based on a stated percentage of adjusted career income for retirees prior to December 31, 1993. Effective December 31, 1993, the management plan was converted to a cash balance plan where the pension benefit is determined by a combination of compensation based service and additional credits and annual guaranteed interest credits. The benefit formula for the nonmanagement plan is based on a flat dollar amount according to job classification times years of service. Benefits for the supplementary plan are based on years of service and eligible pay. Further, the supplementary death benefit payable from the management and nonmanagement pension plans was frozen at the December 31, 1993, compensation level.

Funding of the management and nonmanagement plans is achieved through contributions made to an irrevocable trust fund. The contributions are determined using the Aggregate Cost Method.

The Company uses the Projected Unit Credit Cost Method for determining pension cost for financial reporting purposes and accounts for certain benefits provided under early retirement packages discussed below as a special termination benefit.

Pension cost includes the following components:

Millions of Dollars Year Ended December 31	1994	1993	1992
Service cost (benefits earned during			
the period)	$ 12.4	$ 10.1	$12.6

Interest cost on projected benefit obligation	39.9	40.3	39.9
Actual return on plan assets	10.5	(79.6)	(64.9)
Amortization and deferrals - net	(63.2)	29.4	15.1
Charge to expense for special termination benefits	-	7.6	-
Curtailment loss	4.1	-	-
Settlement gain	-	(7.9)	-
Pension cost (income)	$ 3.7	$ (.1)	$ 2.7

The following table sets forth the plans' funded status:

Millions of Dollars	1994	1993
Actuarial present value of accumulated benefit obligation including vested benefits of $440.2 million and $458.4 million, respectively	$491.3	$515.8
Plan assets at fair value (primarily listed stocks, bonds and real estate, including $58.8 million and $62.2 million, respectively in common shares of Cincinnati Bell Inc.)	$660.5	$706.4
Actuarial present value of projected benefit obligation	(533.6)	(557.2)
Excess of assets over projected benefit obligation	126.9	149.2
Unrecognized prior service cost	13.4	7.8
Unrecognized transition asset	(44.5)	(45.3)
Unrecognized net gain	(79.4)	(93.0)
Recognition of minimum liability	(5.4)	(8.9)
Prepaid pension cost	$ 11.0	$ 9.8

The Company used the following rates in determining the actuarial present value of the projected benefit obligation and pension cost for the management, nonmanagement and senior management plans:

At December 31	1994	1993	1992
Discount rate - projected benefit obligation	8.25%	7.25%	8.00%
Future compensation growth rate	4.00%	4.00%	5.00%
Expected long-term rate of return on plan assets	8.25%	8.25%	8.25%

During December 1994, certain senior managers left CBT through a voluntary separation incentive program. The cost of this offer, including estimated curtailment losses from the Company's non-qualified pension program, was $7.7 million before taxes and is included in the special charges line of the income statement.

In December 1992, the Company offered a voluntary separation incentive package to certain management employees, providing for enhancements to the benefit payments of the management pension plan or allowing for a lump sum payment. The Company recorded an expense for special termination benefits of $7.6 million and a settlement gain of $7.9 million.

SAVINGS PLANS

The Company sponsors several defined contribution plans covering substantially all employees. The Company's contributions to the plans are based on matching a portion of the employee contributions or on a percentage of employee earnings or net income for the year. Total Company contributions to the defined contribution plans were $8.4 million, $7.3 million and $7.9 million for 1994, 1993 and 1992, respectively.

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7. Employee Postretirement Benefits Other Than Pensions

The Company provides health care and group life insurance benefits for its retired employees. Substantially all the Company's employees may become eligible for these benefits if they retire with a service pension. Effective January 1, 1993, the Company adopted SFAS 106, "Employers' Accounting for Postretirement Benefits Other Than Pensions." SFAS 106 requires that the cost of the net periodic postretirement benefit is to be recognized in the period in which employees render services necessary to earn such benefits. Prior to 1993, the Company's accrual method did not consider the health care inflation factor in the calculation of future benefits as required by SFAS 106. The Company used the Projected Unit Credit Cost Method for the determination of postretirement health care and life insurance benefits cost. In adopting SFAS 106, the Company elected to amortize the accumulated postretirement benefit obligation over twenty years.

The Company funds its group life insurance benefits through Retirement Funding Accounts (RFAs) and funds trusts for health care benefits using Voluntary Employee Benefit Associations (VEBAs). Contributions are determined in accordance with the Aggregate Cost Method. The associated plan assets are primarily corporate and municipal securities and bonds and temporary investments.

The components of postretirement benefit cost for the years ended December 31, 1994 and 1993, in millions of dollars, are as follows:

1994	Health	Group Life	Total
Service cost (benefits earned during the period)	$ 1.9	$ .6	$ 2.5
Interest cost on accumulated postretirement benefit obligation	11.3	2.0	13.3
Actual return on plan assets	(3.4)	(2.1)	(5.5)
Amortization and deferrals - net	8.7	-	8.7
Postretirement benefit cost	$18.5	$ .5	$19.0

1993	Health	Group Life	Total
Service cost (benefits earned during the period)	$ 1.8	$ .6	$ 2.4
Interest cost on accumulated postretirement benefit obligation	11.3	2.0	13.3
Actual return on plan assets	(3.0)	(2.4)	(5.4)
Amortization and deferrals - net	9.1	.4	9.5
Postretirement benefit cost	$19.2	$ .6	$19.8

The funded status of the plans, in millions of dollars, at December 31, 1994 and 1993 is:

1994	Health	Group Life	Total

Accumulated Postretirement benefit obligation			
Retirees and dependents	$110.2	$13.6	$123.8
Fully eligible active participants	11.4	-	11.4
Other active participants	26.5	10.2	36.7
	148.1	23.8	171.9
Plan assets at fair value	(31.2)	(28.1)	(59.3)
Accumulated postretirement benefit obligation in excess of plan assets	116.9	(4.3)	112.6
Unrecognized transition obligation	(122.1)	(.2)	(122.3)
Unrecognized net loss	5.6	5.3	10.9
Accrued postretirement benefit obligation	$ .4	$ .8	$ 1.2

1993	Health	Group Life	Total
Accumulated postretirement benefit obligation			
Retirees and dependents	$115.1	$ 15.0	$130.1
Fully eligible active participants	18.3	-	18.3
Other active participants	33.2	14.4	47.6
	166.6	29.4	196.0
Plan assets at fair value	(19.9)	(27.0)	(46.9)
Accumulated postretirement benefit obligation in excess of plan assets	146.7	2.4	149.1
Unrecognized transition obligation	(128.8)	(.3)	(129.1)
Unrecognized net loss	(17.6)	(1.8)	(19.4)

Accrued postretirement benefit obligation	$ .3	$ .3	$ .6

Company used the following rates in determining the actuarial present value of the accumulated postretirement benefit obligation (APBO) and postretirement benefit costs:

At December 31	1994	1993
Discount rate - APBO	8.25%	7.25%
Expected long-term rate of return for VEBA assets	8.25%	8.25%
Expected long-term rate of return for RFA assets	8.00%	8.00%

The assumed health care cost trend rate used to measure the postretirement health benefit obligation at December 31, 1994, was 8.8% and is assumed to decrease gradually to 4.1%. A one percentage point increase in the assumed health care cost trend rate would have increased the aggregate of the service and interest cost components of 1994 postretirement health benefits by approximately $.8 million, and would increase the accumulated postretirement benefit obligation as of December 31, 1994, by approximately $8.2 million.

Prior to the adoption of SFAS 106, the Company had accrued and funded an actuarially determined amount. For the year 1992, postretirement health care and life insurance benefit expenses were approximately $10.2 million. The effect of adoption of SFAS 106 on 1993 results (excluding the amounts deferred by CBT) was to increase postretirement expense by approximately $6 million or $.06 per common share.

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8. Employee Postemployment Benefits

Effective January 1, 1994, the Company adopted SFAS 112, "Employers' Accounting for Postemployment Benefits." SFAS 112 requires the accrual of the obligation for benefits provided to former or inactive employees, their beneficiaries and covered dependents after employment but before retirement. These benefits include workers' compensation, disability benefits and health care coverage for a limited time. SFAS 112 changed the Company's method of accounting for postemployment benefits from recognizing costs as benefits are paid, to accruing the expected costs of benefits. The cumulative effect of this accounting change was recognized in the first quarter 1994 as a change in accounting principle, thereby reducing net income by approximately $2.9 million, or $.04 per common share, which is net of a deferred tax benefit of $1.6 million. The ongoing expense recognized under SFAS 112 is not expected to be significantly different from that recorded under prior methods.

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9. Software Development Costs

Millions of Dollars	1994	1993	1992
Gross product development costs	$22.1	$56.3	$29.3
Product development costs expensed	(16.6)	(29.9)	(14.3)
Additions to capitalized software development costs	$ 5.5	$26.4	$15.0

Capitalized software development costs, net of accumulated amortization, consist of the following:

Millions of Dollars	1994	1993	1992
Balance - beginning of year	$35.1	$34.7	$24.5
Additions	5.5	26.4	15.0
Amortization	(8.1)	(25.8)	(4.8)
Other	(2.4)	(.2)	-
Balance - end of year	$30.1	$35.1	$34.7

Amortization of capitalized software cost is included in depreciation and amortization expense. Included in 1993 amortization expense were charges of approximately $17 million to reduce the carrying value of certain capitalized software costs to net realizable value.

10. Goodwill and Other Intangibles

Goodwill and other intangibles, net of accumulated amortization, consist of the following:

Millions of Dollars	1994	1993

Balance - beginning of year	$192.2	$223.8
WATS acquisition	10.0	45.6
CBIS Federal Goodwill	-	(63.0)
Current year amortization	(8.4)	(9.7)
Other	3.6	(4.5)
Balance - end of year	$197.4	$192.2

The purchase contract for the acquisition of WATS contained provisions for additional payments if certain conditions were met. During 1994, additional costs of $10 million were accrued in accordance with the purchase contract and were included in goodwill. These additional costs will be paid in the first quarter of 1995.

Included in unamortized goodwill costs at December 31, 1994, was approximately $41 million of costs related to MATRIXX's operations in France. The Company continually monitors the results of operations of this business as it relates to impairment of goodwill and believes that it will recover its investment. This will require the French operations to improve from the current operating loss position, which the Company expects to occur as the European economy improves and outsourcing emerges overseas as it has in the United States.

Accumulated amortization of goodwill and other intangibles was $40.7 million and $49 million at December 31, 1994 and 1993, respectively.

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11. Debt Maturing Within One Year and Lines of Credit

Debt maturing within one year consists of the following:

Millions of Dollars at December 31	1994	1993	1992
Notes payable			
Commercial paper	$ 65.8	$ 91.4	$140.1
Bank notes	-	18.2	25.0

Current maturities of long-term debt	2.9	2.4	27.9
Total	$ 68.7	$112.0	$193.0
Weighted average interest rates on notes payable	6.2%	3.3%	3.4%

Average notes payable and the related interest rates for the last three years are as follows:

Millions of Dollars	1994	1993	1992
Average amounts of notes payable outstanding during the year*	$ 69.5	$162.5	$158.3
Weighted average interest rate during the year**	4.2%	3.2%	3.8%
Maximum amounts of notes payable at any month-end during the year	$100.2	$202.5	$209.8

<FN>

* Amounts represent the average daily face amount of notes.

** Weighted average interest rates are computed by dividing the daily average face amount of notes into the aggregate related interest expense.

At December 31, 1994, the Company had approximately $142 million of unused bank lines of credit, which are available to provide support for commercial paper borrowings. These lines of credit are available for general corporate purposes. There are no material compensating balances or commitment fee agreements under these credit arrangements.

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12. Long-Term Debt

Interest rates and maturities of long-term debt outstanding at December 31, in millions of dollars, were as follows:

Description		1994	1993
Debentures/Notes			
Year of Maturity	Interest Rate		
1996	7.300	$ 40.0	$ 40.0
1997	6.700	100.0	100.0
1999	8.625	40.0	40.0
2000	9.100	75.0	75.0
2002	4.375	20.0	20.0
2003	6.240	20.0	20.0
2005	6.330	20.0	20.0
2011	7.375	50.0	50.0
2023	7.250	50.0	50.0
2023	7.18-7.27	80.0	80.0
Capital leases and other		36.8	30.9
Unamortized discount-net		(.6)	(.6)
Current maturities		(2.9)	(2.4)
Total		$528.3	$522.9

During 1992, the Company redeemed $90 million of notes and CBT redeemed $75 million of debentures. As a result of the early extinguishment of these notes and debentures, a loss of $3.7 million ($.06 per common share), was recognized as an extraordinary charge, net of an income tax benefit.

13. Off-Balance-Sheet Risk and Concentration of Credit Risk

In 1990, the Company entered into an interest rate and currency swap agreement to reduce the impact of changes in interest rates and foreign currency exchange rates. Under the agreement, the Company received 225 million French francs in return for $41.7 million. The swap agreement has the effect of converting $41.7 million of the Company's short-term variable interest rate borrowings to long-term at a French franc fixed interest rate. At the end of the agreement in the year 2000, the original amounts will be repaid. This transaction was designated as a hedge of the Company's net investment in a French subsidiary of MATRIXX Marketing and accordingly, the currency gains or losses associated with this transaction were reflected in the currency translation adjustment in shareowners' equity. The Company does not engage in foreign currency speculation.

The Company receives quarterly interest payments calculated using market rates on a notional amount of $41.7 million. These payments approximately offset the cash interest incurred on $41.7 million of commercial paper borrowings. The Company accrues interest on a notional amount of 225 million French francs. The approximate effective rate is such that net interest expense is based on the interest cost implicit in the contract measured in French francs (approximately 11%). Net amounts due to and from the counterparty are reflected in interest expense in the periods in which they accrue. The net effect of the swap for the years ended December 31, 1994 and 1993 was to increase interest expense by $4.5 million and $4.2 million, respectively. The swap also increased the Company's weighted average interest rate from 7.4% to 8.2% in 1994 and from 6.8% to 7.6% in 1993.

Interest due under the contract is payable in five equal annual installments of 66.4 million French francs each beginning in August 1996. Since these payments are to be made in French francs, the Company is subject to the risk of currency exchange fluctuations, and accrues the effect of such fluctuations in interest expense.

The Company would not currently be subject to a loss if the counterparty should fail because of the current position of the swap.

The Company has not hedged other amounts and transactions denominated in foreign currencies. Except for the accrued interest related to the swap agreement, assets are offset by liabilities of approximately the same amount and in the same currency and therefore the Company believes that there is no material risk of currency loss.

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14. Fair Value of Financial Instruments

The following methods and assumptions were used to estimate the fair value of each class of financial instruments for which it is practicable to estimate that value:

Cash and cash equivalents, commercial paper and short-term notes payable - the carrying amount approximates fair value because of the short maturity of those instruments.

Long-term debt - the fair value of long-term debt is estimated based on the quotes for similar liabilities obtained from an underwriter. The carrying amounts at December 31, 1994 and 1993, were approximately $495.7 million and $495.3 million, respectively. The estimated fair values at December 31, 1994 and 1993, were $454.2 million and $513.0 million, respectively.

Interest rate and currency swap agreement - the fair value of foreign currency and interest rate swaps (used for hedging purposes) is the estimated amount that the Company would receive (or pay) to terminate the swap agreements at the reporting date, taking into account current currency translation and interest rates and the current creditworthiness of the swap counterparty. The Company's foreign currency and interest rate swap agreement is described in Note 13. At December 31, 1994 and 1993, if the Company had closed its position on this agreement, additional costs of approximately $8.0 million and $9.9 million, respectively, would have been incurred.

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15. Common and Preferred Shares

COMMON SHARES

The Company had programs to purchase its common shares on the open market as market conditions warranted. All programs expired by December 1993. As part of these programs, the Company repurchased 281,000 common shares for $5.5 million in 1993 and 322,000 common shares in 1992 for $5.6 million.

SHARE PURCHASE RIGHTS PLAN

In 1986, the Company adopted a Share Purchase Rights Plan by granting a dividend of one right for each outstanding common share. After adjustments for share splits there is one quarter right associated with each share. Each right entitles shareholders to purchase, under certain conditions, one one-hundredth of a Series A Preferred Share, without par value, for $125. The rights may be exercised or transferred apart from the common shares only if a person or group acquires 20% or more of the Company's common shares or announces a tender offer that would result in ownership of 30% or more of the Company's common shares. Thereafter, if the Company is the surviving corporation in a merger, or if an acquirer becomes the beneficial owner of more than 40% of the common shares of the Company, or in the event of certain self-dealing transactions between the acquirer and the Company, each holder of a right will be entitled to purchase common shares of the Company having a value equal to two times the exercise price of the right. If the Company is not the surviving corporation in a merger, or if 50% or more of the Company's assets or earning power is sold or transferred, each holder of a right will be entitled to purchase common shares of the surviving company equal to two times the exercise price of the right. Any rights owned by the acquirer would be null and void. The rights, which expire on November 5, 1996, may be redeemed by the Company at a price of $.01 per right after the acquisition of 20% of the Company's common shares.

PREFERRED SHARES

The Company is authorized to issue up to 4,000,000 voting preferred shares and 1,000,000 nonvoting preferred shares. At December 31, 1994 and 1993, there were no preferred shares outstanding.

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16. Stock Option and Other Incentive Plans

The Company has several incentive plans which allow for the granting of options, stock appreciation rights (SARs) and other awards at no less than the fair market value at the grant date.

Stock option activity is summarized as follows:

Options	1994	1993	1992
Outstanding at beginning of year	2,532,828	1,972,135	1,483,354
Granted	844,900	923,050	717,725
Exercised	-	(123,112)	(102,194)
Cancelled	(598,733)	(239,245)	(126,750)
Outstanding at end of year	2,778,995	2,532,828	1,972,135
Exercisable at December 31	1,683,811	1,326,053	926,315
Common shares available for granting of options	4,382,000	4,049,000	4,124,000
Price of options exercised	-	$10.97-$21.13	$10.97-$11.13
Exercise price of options outstanding	$12.00-$26.50	$12.00-$26.50	$10.97-$26.50

During 1994, 1993 and 1992, 72,000 shares, 5,500 shares and 1,000 shares, respectively, were granted as other awards. There were no SARs granted or outstanding during 1994, 1993 and 1992.

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17. Lease Commitments

The Company leases certain facilities and equipment used in its operations. Total rental expenses amounted to approximately $71.7 million, $71 million and $67.6 million in 1994, 1993 and 1992, respectively.

At December 31, 1994, the aggregate minimum rental commitments under noncancelable leases for the periods shown, in millions of dollars, are as follows:

Year	Operating Leases	Capital Leases
1995	$ 55.4	$ 7.2
1996	44.2	6.9
1997	31.3	6.9
1998	21.7	6.6
1999	20.7	4.2
Thereafter	25.0	50.9
Total	$198.3	82.7
Amount representing interest		47.2
Present value of net minimum lease payments		$ 35.5

Capital lease obligations incurred were approximately $7.3 million, $5.8 million and $.9 million in 1994, 1993 and 1992, respectively.

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18. Quarterly Financial Information (Unaudited)

All adjustments necessary for a fair statement of income for each period have been included.

Calendar Quarter	Total Revenues	Operating Income (Loss)	Net Income (Loss)	Earnings (Loss) Per Common Share
	Millions of Dollars			
1994				
1st	$ 292.1	$ 36.7	$ 12.7	$ .20
2nd	299.8	42.5	18.7	.28
3rd	312.9	43.3	20.1	.31
4th	323.4	42.9	21.1	.32
Total	$1,228.2	$ 165.4	$ 72.6	$ 1.11
1993				
1st	$ 262.5	$ 31.2	$ 20.8	$ .32
2nd	262.6	28.2	13.5	.20
3rd	277.3	32.2	15.6	.24
4th	287.2	(110.3)	(106.7)	(1.69)
Total	$1,089.6	$ (18.7)	$ (56.8)	$ (.93)

Net income for the fourth quarter 1994 was reduced by $3.7 million or $.06 per common share from special charges. Special charges consist of the net of costs for CBT's voluntary separation incentive program for certain senior managers, as described in Note 20, estimated curtailment losses from the Company's non-qualified pension plan as described in Note 6 and a reduction in the disposal and restructuring reserve as described in Note 2.

Net income for the first quarter 1994 was reduced by $2.9 million or $.04 per common share from a change in accounting principle as described in Note 8.

Fourth quarter 1993 results were affected by several significant charges as described in Notes 2, 4, 9 and 20. On a combined basis, these charges increased net loss by approximately $108.6 million or $1.72 per common share.

Net income for the third quarter 1993 was reduced by $2.8 million or $.04 per common share because of capitalized software adjustments as described in Note 9.

Net income for the second quarter 1993 was reduced by $2.0 million or $.03 per common share for a provision for inventory losses recorded by Cincinnati Bell Supply.

First quarter 1993 results include the $6.5 million or $.10 per common share gain on the sale of certain CBT businesses as described in Note 20.

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19. Additional Financial Information

Millions of Dollars	Year Ended December 31	1994	1993	1992
Taxes other than income taxes:				
Property		$39.1	$39.1	$39.9
Gross receipts		19.4	18.2	18.0
Payroll-related		33.6	33.1	32.5
Other		.7	.6	.4
Total		$92.8	$91.0	$90.8
Interest expense:				
Long-term debt		46.2	36.0	$39.3
Notes payable and other		3.3	9.8	6.9
Total		$49.5	$45.8	$46.2
Cash paid for:				
Interest (net of amount capitalized)		$42.6	$36.6	$40.2
Income taxes		$30.3	$22.7	$35.2

20. Cincinnati Bell Telephone Company

The following summarized financial information is for the Company's consolidated wholly owned subsidiary, Cincinnati Bell Telephone Company:

Millions of Dollars	Year Ended December 31	1994	1993	1992
Revenues		$ 599.7	$575.5	$594.3
Costs and expenses		$ 500.2	$481.9	$506.2
Net income		$ 54.8	$ 59.2	$ 53.5

Millions of Dollars	At December 31	1994	1993
Current assets		$ 187.9	$ 159.6
Telephone plant-net		901.6	900.1
Other noncurrent assets		21.0	32.2
Total assets		$1,110.5	$1,091.9
Current liabilities		$ 148.3	$ 139.4
Noncurrent liabilities		195.0	196.4
Long-term debt		312.3	310.5
Common shareowner's equity		454.9	445.6
Total liabilities and shareowner's equity		$1,110.5	$1,091.9

Results for 1994 include charges related to a voluntary separation incentive program for certain CBT senior managers. The cost of this offer was $3.6 million pre-tax and is included in the special charges line of the income statement.

CBT results for 1994 include charges of $3.7 million pre-tax for a charge in accounting for employee postemployment benefits as described in Note 8.

In 1993, CBT deferred $3.6 million of postretirement costs with regulatory approval. In 1994, the deferrals were discontinued and previously deferred costs were reduced by $2.5 million to a level expected to be recovered under CBT's new alternative regulation plan. The charge reduced net income by $1.3 million or $.03 per common share.

Results for 1993 reflect decreased expenses as a result of CBT changing the period in which employees earn vacations. The change decreased the net loss for the year by approximately $3.9 million ($.06 per common share).

CBT's results for 1993 include amounts accrued related to orders by the Federal Communications Commission (FCC) to refund to interexchange carriers earnings in excess of the FCC's target range in the 1987-1988 monitoring period. The accruals reduced network access revenues by approximately $6.6 million and increased interest expense by approximately $4.2 million. These charges increased net loss by approximately $7 million ($.11 per common share).

Results for 1993 include a gain of approximately $6.5 million ($.10 per common share) from the sale of CBT's residential equipment leasing and PhoneCenter stores businesses.

Fourth quarter 1992 results include extraordinary charges of approximately $2 million ($.03 per common share) from the early redemption of CBT debentures as described in Note 12.

CBT's results for 1992 also include a $3.1 million ($.05 per common share) non-operating gain from an amendment to the marketing agency relationship with AT&T.

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21. Business Segment Information

The Company operates primarily in three industry segments, Telephone Operations, Information Systems and Marketing Services. Telephone Operations provides telecommunications services and products, mainly local service, network access and toll telephone service. Information Systems provides data processing services and software development services through long-term contracts for telecommunications and general business needs. Marketing Services provides telephone marketing, research, fulfillment and database services. Other includes long-distance re-selling, directory services, the purchase and selling of reconditioned telecommunications and computer equipment, corporate activities, and eliminations.

For the years ended December 31, the Company's segment information is as follows:

Millions of Dollars	1994	1993	1992

Revenues			
Telephone Operations			
Local Service	$ 329.3	$ 304.1	$ 293.4
Network Access	141.0	131.9	138.8
Long Distance	37.2	41.4	33.2
Other	92.2	98.1	128.9
Total Telephone Operations	599.7	575.5	594.3
Information Systems	343.8	356.6	386.6
Marketing Services	226.1	108.2	88.2
Other	129.6	124.4	120.6
Intersegment Revenues	(71.0)	(75.1)	(88.3)
Total	$1,228.2	$1,089.6	$1,101.4
Intersegment Revenues			
Telephone Operations	$ 23.6	$ 23.0	$ 22.8
Information Systems	40.5	46.9	58.7
Marketing Services	2.1	.4	1.7
Other	4.8	4.8	5.1
Total	$ 71.0	$ 75.1	$ 88.3
Operating Income			
Telephone Operations	$ 99.5	$ 93.6	$ 88.1
Information Systems	27.1	(124.6)	(11.8)
Marketing Services	22.6	2.0	.7
Other	16.2	10.3	14.2
Total	$ 165.4	$ (18.7)	$ 91.2
Assets			
Telephone Operations	$1,110.5	$1,091.9	$1,033.7
Information Systems	246.4	293.4	355.6
Marketing Services	262.7	225.3	140.2
Other	103.8	53.5	103.0
Total	$1,723.4	$1,664.1	$1,632.5

Capital Additions			
Telephone Operations	$ 112.8	$ 111.6	$ 94.6
Information Systems	20.2	40.1	32.3
Marketing Services	11.7	73.7	5.3
Other	11.5	10.0	7.9
Total	$ 156.2	$ 235.4	$ 140.1
Depreciation and Amortization			
Telephone Operations	$ 110.6	$ 99.2	$ 100.2
Information Systems	26.4	47.0	26.1
Marketing Services	13.6	8.4	7.6
Other	3.5	3.9	3.1
Total	$ 154.1	$ 158.5	$ 137.0

Certain corporate administrative expenses have been allocated to segments based upon the nature of the expense. Assets are those assets used in the operations of the segment.

During 1994, 1993 and 1992 the Company had special charges as described in Notes 2, 6 and 20.

Revenues and operating income of the information systems and marketing services segment were affected by the following factors. Information systems revenues and expenses for 1993 included approximately $67 million and $89 million, respectively, related to businesses sold or closed during 1994. Accordingly, revenues and operating expenses for these businesses during 1994 were charged to the disposal and restructuring reserve as described in Note 2. Information systems operating income for 1993 was reduced by special charges of $102 million. Marketing services revenues and operating income for 1994 increased from the inclusion of the operations of WATS Marketing for a full year, which was acquired in November 1993.

Revenues from foreign sources and assets denominated in foreign currencies at December 31, 1994 were 8% and less than 5%, respectively, of consolidated totals.

---

22. Major Customer

The Company derives significant revenues from AT&T and its affiliates by providing network services, information management systems and marketing services. With the completion of the merger of AT&T and McCaw Cellular Communications Inc. in 1994, the Company's revenues from AT&T (as combined with McCaw) have increased compared to prior years. During 1994, 1993, and 1992, revenues from AT&T (excluding network access revenues) accounted for 18.6%, 11.7% and 13.7%, respectively, of the Company's consolidated revenues, respectively. For 1994, revenues from AT&T accounted for 45% of the Information Systems segment revenues.

---

23. Contingencies

The Company is seeking to dissolve its 45 percent interest in a cellular partnership with Ameritech Mobile Phone Service of Cincinnati, Inc. because of poor performance. The Company has requested dissolution and distribution in the form of either cash or assets including the cellular license in Cincinnati. The potential impact of a settlement from the lawsuit is an extremely broad range depending upon the form of distribution and the amount of damages awarded. At this time, the Company is unable to narrow the range described above but the Company believes it will recover its $44 million investment in the partnership.

The Company is from time to time subject to routine complaints incidental to the business. The Company believes that the results of any complaints and proceedings will not have a materially adverse effect on the Company's financial condition.

Exhibit 21
to
Form 10-K for 1994

Subsidiaries of the Registrant
(as of March 27, 1995)

Subsidiary	State of Incorporation
Cincinnati Bell Telephone Company	Ohio
Cincinnati Bell Information Systems Inc.	Ohio
Cincinnati Bell Long Distance Inc.	Ohio
Cincinnati Bell Supply Company	Ohio
MATRIXX Marketing Inc.	Ohio
Cincinnati Bell Properties Inc.	Kentucky
Cincinnati Bell Directory Inc.	Ohio
Cincinnati Bell Cellular Systems Company	Ohio

Exhibit 23
to
Form 10-K for 1994

CINCINNATI BELL INC.
CONSENT OF INDEPENDENT ACCOUNTANTS

We consent to the incorporation by reference in the registration statements of Cincinnati Bell Inc. on Form S-3 (File No. 33-39385), Form S-3 (File No. 33-54750), Form S-3 (File No. 33-62044), Form S-8 (File No. 33-29332), Form S-8 (File No. 33-3195), Form S-8 (File No. 33-1462), Form S-8 (File No. 33-1487), Form S-8 (File No. 33-15467), Form S-8 (File No. 33-23159), Form S-8 (File No. 33-29331), Form S-8 (File No. 33-36381), Form S-8 (File No. 33-36380), Form S-8 (File No. 33-39654), Form S-8 (File No. 33-43775), and Form S-14 (File No. 2-82253) of our report dated February 13, 1995 on our audits of the consolidated financial statements and financial statement schedule of Cincinnati Bell Inc. as of December 31, 1994 and 1993, and for each of the three years in the period ended December 31, 1994, which report is included in this Annual Report on Form 10-K.

/s/ COOPERS & LYBRAND L.L.P.

COOPERS & LYBRAND L.L.P.

Cincinnati, Ohio
March 28, 1995

Exhibit 24
to
Form 10K for 1994

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CINCINNATI BELL INC., an Ohio corporation (hereinafter referred to as the "Company"), proposes shortly to file with the Securities and Exchange Commission under the provisions of the Securities Exchange Act of 1934, as amended, and the Rules and Regulations thereunder; an annual report on Form 10-K; and

WHEREAS, the undersigned is a director of the Company;

NOW, THEREFORE, the undersigned hereby constitutes and appoints John T. LaMacchia, Brian C. Henry, William H. Zimmer III and William D. Baskett III, and each of them singly, his attorneys for him and in his name, place and stead, and in his office and capacity in the Company, to execute and file such annual report on Form 10-K, and thereafter to execute and file any amendments or supplements thereto, hereby giving and granting to said attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as he might or could do if personally present at the doing thereof, hereby ratifying and confirming all that said attorneys may or shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 6th day of March, 1995.

/S/ PAUL W. CHRISTENSEN, JR.

Paul W. Christensen, Jr.
Director

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On the 6th day of March, 1995, personally appeared before me Paul W. Christensen, Jr., to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed and delivered the same for the purposes therein expressed.

Witness my hand and official seal this 6th day of March, 1995.

/S/ ROBERT D. LEMMINK

Notary Public
Robert Dale Lemmink, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CINCINNATI BELL INC., an Ohio corporation (hereinafter referred to as the "Company"), proposes shortly to file with the Securities and Exchange Commission under the provisions of the Securities Exchange Act of 1934, as amended, and the Rules and Regulations thereunder; an annual report on Form 10-K; and

WHEREAS, the undersigned is a director of the Company;

NOW, THEREFORE, the undersigned hereby constitutes and appoints John T. LaMacchia, Brian C. Henry, William H. Zimmer III and William D. Baskett III, and each of them singly, his attorneys for him and in his name, place and stead, and in his office and capacity in the Company, to execute and file such annual report on Form 10-K, and thereafter to execute and file any amendments or supplements thereto, hereby giving and granting to said attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as he might or could do if personally present at the doing thereof, hereby ratifying and confirming all that said attorneys may or shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 6th day of March, 1995.

/S/ JOHN F. BARRETT

John F. Barrett
Director

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On the 6th day of March, 1995, personally appeared before me John F. Barrett, to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed and delivered the same for the purposes therein expressed.

Witness my hand and official seal this 6th day of March, 1995.

/S/ ROBERT D. LEMMINK

Notary Public
Robert Dale Lemmink, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CINCINNATI BELL INC., an Ohio corporation (hereinafter referred to as the "Company"), proposes shortly to file with the Securities and Exchange Commission under the provisions of the Securities Exchange Act of 1934, as amended, and the Rules and Regulations thereunder; an annual report on Form 10-K; and

WHEREAS, the undersigned is a director of the Company;

NOW, THEREFORE, the undersigned hereby constitutes and appoints John T. LaMacchia, Brian C. Henry, William H. Zimmer III and William D. Baskett III, and each of them singly, his attorneys for him and in his name, place and stead, and in his office and capacity in the Company, to execute and file such annual report on Form 10-K, and thereafter to execute and file any amendments or supplements thereto, hereby giving and granting to said attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as he might or could do if personally present at the doing thereof, hereby ratifying and confirming all that said attorneys may or shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 6th day of March, 1995.

/S/ WILLIAM A. FRIEDLANDER

William A. Friedlander
Director

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On the 6th day of March, 1995, personally appeared before me William A. Friedlander, to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed and delivered the same for the purposes therein expressed.

Witness my hand and official seal this 6th day of March, 1995.

/S/ ROBERT D. LEMMINK

Notary Public
Robert Dale Lemmink, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CINCINNATI BELL INC., an Ohio corporation (hereinafter referred to as the "Company"), proposes shortly to file with the Securities and Exchange Commission under the provisions of the Securities Exchange Act of 1934, as amended, and the Rules and Regulations thereunder; an annual report on Form 10-K; and

WHEREAS, the undersigned is a director of the Company;

NOW, THEREFORE, the undersigned hereby constitutes and appoints John T. LaMacchia, Brian C. Henry, William H. Zimmer III and William D. Baskett III, and each of them singly, his attorneys for him and in his name, place and stead, and in his office and capacity in the Company, to execute and file such annual report on Form 10-K, and thereafter to execute and file any amendments or supplements thereto, hereby giving and granting to said attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as he might or could do if personally present at the doing thereof, hereby ratifying and confirming all that said attorneys may or shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 6th day of March, 1995.

/S/ RAYMOND R. CLARK

Raymond R. Clark
Director

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On the 6th day of March, 1995, personally appeared before me Raymond R. Clark, to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed and delivered the same for the purposes therein expressed.

Witness my hand and official seal this 6th day of March, 1995.

/S/ ROBERT D. LEMMINK

Notary Public
Robert Dale Lemmink, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CINCINNATI BELL INC., an Ohio corporation (hereinafter referred to as the "Company"), proposes shortly to file with the Securities and Exchange Commission under the provisions of the Securities Exchange Act of 1934, as amended, and the Rules and Regulations thereunder; an annual report on Form 10-K; and

WHEREAS, the undersigned is a director of the Company;

NOW, THEREFORE, the undersigned hereby constitutes and appoints John T. LaMacchia, Brian C. Henry, William H. Zimmer III and William D. Baskett III, and each of them singly, his attorneys for him and in his name, place and stead, and in his office and capacity in the Company, to execute and file such annual report on Form 10-K, and thereafter to execute and file any amendments or supplements thereto, hereby giving and granting to said attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as he might or could do if personally present at the doing thereof, hereby ratifying and confirming all that said attorneys may or shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 6th day of March, 1995.

/S/ PHILLIP R. COX

Phillip R. Cox
Director

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On the 6th day of March, 1995, personally appeared before me , to me Phillip R. Cox, known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed and delivered the same for the purposes therein expressed.

Witness my hand and official seal this 6th day of March, 1995.

/S/ ROBERT D. LEMMINK

Notary Public
Robert Dale Lemmink, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CINCINNATI BELL INC., an Ohio corporation (hereinafter referred to as the "Company"), proposes shortly to file with the Securities and Exchange Commission under the provisions of the Securities Exchange Act of 1934, as amended, and the Rules and Regulations thereunder; an annual report on Form 10-K; and

WHEREAS, the undersigned is a director of the Company;

NOW, THEREFORE, the undersigned hereby constitutes and appoints John T. LaMacchia, Brian C. Henry, William H. Zimmer III and William D. Baskett III, and each of them singly, his attorneys for him and in his name, place and stead, and in his office and capacity in the Company, to execute and file such annual report on Form 10-K, and thereafter to execute and file any amendments or supplements thereto, hereby giving and granting to said attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as he might or could do if personally present at the doing thereof, hereby ratifying and confirming all that said attorneys may or shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 6th day of March, 1995.

/S/ ROBERT P. HUMMEL

Robert P. Hummel
Director

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On the 6th day of March, 1995, personally appeared before me Robert P. Hummel, to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed and delivered the same for the purposes therein expressed.

Witness my hand and official seal this 6th day of March, 1995.

/S/ ROBERT D. LEMMINK

Notary Public
Robert Dale Lemmink, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CINCINNATI BELL INC., an Ohio corporation (hereinafter referred to as the "Company"), proposes shortly to file with the Securities and Exchange Commission under the provisions of the Securities Exchange Act of 1934, as amended, and the Rules and Regulations thereunder; an annual report on Form 10-K; and

WHEREAS, the undersigned is a director of the Company;

NOW, THEREFORE, the undersigned hereby constitutes and appoints John T. LaMacchia, Brian C. Henry, William H. Zimmer III and William D. Baskett III, and each of them singly, his attorneys for him and in his name, place and stead, and in his office and capacity in the Company, to execute and file such annual report on Form 10-K, and thereafter to execute and file any amendments or supplements thereto, hereby giving and granting to said attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as he might or could do if personally present at the doing thereof, hereby ratifying and confirming all that said attorneys may or shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 6th day of March, 1995.

/S/ JAMES D. KIGGEN

James D. Kiggen
Director

STATE OF OHIO   )
) SS:
COUNTY OF HAMILTON)

On the 6th day of March, 1995, personally appeared before me James D. Kiggen, to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed and delivered the same for the purposes therein expressed.

Witness my hand and official seal this 6th day of March, 1995.

/S/ ROBERT D. LEMMINK

Notary Public
Robert Dale Lemmink, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CINCINNATI BELL INC., an Ohio corporation (hereinafter referred to as the "Company"), proposes shortly to file with the Securities and Exchange Commission under the provisions of the Securities Exchange Act of 1934, as amended, and the Rules and Regulations thereunder; an annual report on Form 10-K; and

WHEREAS, the undersigned is a director of the Company;

NOW, THEREFORE, the undersigned hereby constitutes and appoints John T. LaMacchia, Brian C. Henry, William H. Zimmer III and William D. Baskett III, and each of them singly, his attorneys for him and in his name, place and stead, and in his office and capacity in the Company, to execute and file such annual report on Form 10-K, and thereafter to execute and file any amendments or supplements thereto, hereby giving and granting to said attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as he might or could do if personally present at the doing thereof, hereby ratifying and confirming all that said attorneys may or shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 6th day of March, 1995.

/S/ DAVID B. SHARROCK

David B. Sharrock
Director

STATE OF OHIO   )
) SS:
COUNTY OF HAMILTON)

On the 6th day of March, 1995, personally appeared before me David B. Sharrock, to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed and delivered the same for the purposes therein expressed.

Witness my hand and official seal this 6th day of March, 1995.

/S/ ROBERT D. LEMMINK

Notary Public
Robert Dale Lemmink, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CINCINNATI BELL INC., an Ohio corporation (hereinafter referred to as the "Company"), proposes shortly to file with the Securities and Exchange Commission under the provisions of the Securities Exchange Act of 1934, as amended, and the Rules and Regulations thereunder; an annual report on Form 10-K; and

WHEREAS, the undersigned is a director of the Company;

NOW, THEREFORE, the undersigned hereby constitutes and appoints John T. LaMacchia, Brian C. Henry, William H. Zimmer III and William D. Baskett III, and each of them singly, his attorneys for him and in his name, place and stead, and in his office and capacity in the Company, to execute and file such annual report on Form 10-K, and thereafter to execute and file any amendments or supplements thereto, hereby giving and granting to said attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as he might or could do if personally present at the doing thereof, hereby ratifying and confirming all that said attorneys may or shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 6th day of March, 1995.

/S/ JOHN T. LAMACCHIA

John T. LaMacchia
Director

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On the 6th day of March, 1995, personally appeared before me John T. LaMacchia, to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed and delivered the same for the purposes therein expressed.

Witness my hand and official seal this 6th day of March, 1995.

/S/ ROBERT D. LEMMINK

Notary Public
Robert Dale Lemmink, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CINCINNATI BELL INC., an Ohio corporation (hereinafter referred to as the "Company"), proposes shortly to file with the Securities and Exchange Commission under the provisions of the Securities Exchange Act of 1934, as amended, and the Rules and Regulations thereunder; an annual report on Form 10-K; and

WHEREAS, the undersigned is a director of the Company;

NOW, THEREFORE, the undersigned hereby constitutes and appoints John T. LaMacchia, Brian C. Henry, William H. Zimmer III and William D. Baskett III, and each of them singly, his attorneys for him and in his name, place and stead, and in his office and capacity in the Company, to execute and file such annual report on Form 10-K, and thereafter to execute and file any amendments or supplements thereto, hereby giving and granting to said attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as he might or could do if personally present at the doing thereof, hereby ratifying and confirming all that said attorneys may or shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 6th day of March, 1995.

/S/ DWIGHT H. HIBBARD

Dwight H. Hibbard
Director

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On the 6th day of March, 1995, personally appeared before me Dwight H. Hibbard, to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed and delivered the same for the purposes therein expressed.

Witness my hand and official seal this 6th day of March, 1995.

/S/ ROBERT D. LEMMINK

Notary Public
Robert Dale Lemmink, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CINCINNATI BELL INC., an Ohio corporation (hereinafter referred to as the "Company"), proposes shortly to file with the Securities and Exchange Commission under the provisions of the Securities Exchange Act of 1934, as amended, and the Rules and Regulations thereunder; an annual report on Form 10-K; and

WHEREAS, the undersigned is a director of the Company;

NOW, THEREFORE, the undersigned hereby constitutes and appoints John T. LaMacchia, Brian C. Henry, William H. Zimmer III and William D. Baskett III, and each of them singly, her attorneys for her and in her name, place and stead, and in her office and capacity in the Company, to execute and file such annual report on Form 10-K, and thereafter to execute and file any amendments or supplements thereto, hereby giving and granting to said attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as she might or could do if personally present at the doing thereof, hereby ratifying and confirming all that said attorneys may or shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 6th day of March, 1995.

/S/ MARY D. NELSON

Mary D. Nelson
Director

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On the 6th day of March, 1995, personally appeared before me Mary D. Nelson, to me known and known to me to be the person described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed and delivered the same for the purposes therein expressed.

Witness my hand and official seal this 6th day of March, 1995.

/S/ ROBERT D. LEMMINK

Notary Public
Robert Dale Lemmink, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03

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