

As filed with the Securities and Exchange Commission on June 3, 1997
Registration No. 33-_____

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

CINCINNATI BELL INC.
(Exact name of registrant as specified in its charter)

Ohio 31-1056105
(State or other jurisdiction of (I.R.S. Employer Identification No.)
incorporation or organization)

201 East Fourth Street
Cincinnati, Ohio 45202
(513) 397-9900
(Address, including zip code, of registrant's principal executive office)

CINCINNATI BELL INC.
1997 LONG TERM INCENTIVE PLAN
(Full title of the plan)

William H. Zimmer III
Secretary and Treasurer
201 East Fourth Street
Cincinnati, Ohio 45202
(513) 397-9900
(Name, address including zip code, and telephone number including
area code, of agent for service)

Please send copies of all communications to:

Neil Ganulin, Esq.
Frost & Jacobs
2500 PNC Center
201 East Fifth Street
Cincinnati, Ohio 45202
(513) 651-6800

CALCULATION OF REGISTRATION FEE

Title of Securities To be Registered	Amount To be Registered	Proposed Maximum Offering Price Per Share(1)	Proposed Maximum Offering Price	Amount of Registration Fee
Common Shares, Par value \$1.00 Per share	15,000,000	\$58.313	\$874,695,000	\$265,059.09

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1. Estimated in accordance with Rule 457(c) pursuant to Rule 457(h)(i), based upon the average of the high and low prices per share on the New York Stock Exchange on May 27, 1997, solely for the purpose of calculation of the registration fee.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents have been filed by Cincinnati Bell Inc. (the "Company") with the Commission (File No. 1-8519) and are incorporated herein by reference:

1. The Company's Annual Report on Form 10-K for the year ended December 31, 1996.
2. The Company's Quarterly Report on Form 10-Q for the period ended March 31, 1997.
3. The Company's Current Report on Form 8-K filed April 29, 1997.

All documents subsequently filed by the Company pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 (the "Subsequently Filed Documents"), prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part of this Registration Statement from the date of filing such documents.

Any statement contained in this Registration Statement or in a document incorporated by reference in this Registration Statement shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any Subsequently Filed Document modifies or supersedes such statement. Any such modified or superseded statement shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

The Company will provide without charge, upon written or oral request, to each person to whom a copy of this Registration Statement is delivered, a copy of any or all of the documents incorporated by reference herein, not including exhibits to such documents. Requests for such copies should be directed to the Secretary, Cincinnati Bell Inc., 201 East Fourth Street, Cincinnati, Ohio 45202, telephone number (513) 397-7700.

ITEM 4. DESCRIPTION OF CAPITAL STOCK

The following is a summary description of the capital stock of the Company and is qualified by reference to the Company's Amended Articles of Incorporation (the "Articles") as filed with the Securities and Exchange Commission (see Exhibit 3.1 to this Registration Statement).

The authorized capital stock of the Company consists of 480,000,000 common shares, par value \$1.00 per share (the "Common Shares"), and 5,000,000 preferred shares, without par value (the "Preferred Shares"), of which 4,000,000 are voting preferred shares (the

"Voting Preferred Shares"). At April 30, 1997, 67,840,709 Common Shares were outstanding. There are currently no Preferred Shares outstanding.

The Board of Directors approved a two-for-one share split that was effected by issuing one additional Common Share for each Common Share outstanding at May 2, 1997.

All Common Shares of the Company are entitled to participate equally in such dividends as may be declared by the Board of Directors of the Company and upon liquidation of the Company, subject to the prior rights of any Preferred Shares. All Common Shares are fully paid and nonassessable.

Each shareholder has one vote for each Common Share registered in the shareholder's name. The Board of Directors is divided into three classes as nearly equal in size as the total number of directors constituting the Board permits. The number of directors may be fixed or changed from time to time by the shareholders or the directors.

The Board of Directors is authorized to issue the Preferred Shares from time to time in series and to fix the dividend rate and dividend dates, liquidation price, redemption rights and redemption prices, sinking fund requirements, conversion rights, restrictions, if any, on the creation of indebtedness and on the issuance of such Preferred Shares, and certain other rights, preferences and limitations. Each series of Preferred Shares would rank, with respect to dividends and redemption and liquidation rights, senior to the Common Shares. It is not possible to state the actual effect of the authorization of any series of Preferred Shares upon the rights of holders of the Common Shares until the Board of Directors determines the rights of the holders of one or more series of Preferred Shares. However, such effects could include (a) restrictions on dividends on the Common Shares, (b) dilution of the voting power of the Common Shares to the extent that the Voting Preferred Shares have voting rights or (c) inability of the Common Shares to share in the Company's assets upon liquidation until satisfaction of any liquidation preference granted to the Preferred Shares.

No holders of shares of any class of the Company's capital stock have preemptive rights nor the right to exercise cumulative voting in the election of directors.

The transfer agent and registrar of the Common Shares is The Fifth Third Bank, Corporate Trust Services, 38 Fountain Square Plaza, Cincinnati, Ohio 45236.

CHANGE IN CONTROL

The following provisions of the Company's Articles and Ohio law might have the effect of delaying, deferring or preventing a change in control of the Company and would operate only with respect to an extraordinary corporate transaction, such as a merger, reorganization, tender offer, sale or transfer of assets or liquidation involving the Company and certain persons described below.

Ohio law provides that the approval of two-thirds of the voting power of a corporation is required to effect mergers and similar transactions, to adopt amendments to the articles of incorporation of a corporation and to take certain other significant actions. Although under Ohio law the articles of incorporation of a corporation may permit such actions to be taken by a vote that is less than two-thirds (but not less than a majority), the Company's Articles do not

contain such a provision. The two-thirds voting requirement tends to make approval of such matters, including further amendments to the Articles, relatively difficult and a vote of the holders of in excess of one-third of the outstanding Common Shares of the Company would be sufficient to prevent implementation of any of the corporate actions mentioned above. In addition, Article Fifth classifies the Board of Directors into three classes of

directors with staggered terms of office and the Company's Amended Regulations provide certain limitations on the removal from and filling of vacancies in the office of director.

Article Sixth of the Articles requires that certain minimum price requirements and procedural safeguards be observed by a person or entity after he or it becomes the holder of 10% or more of the voting shares of the Company if such person or entity seeks to effect mergers or certain other business combinations ("Business Combinations") that could fundamentally change or eliminate the interests of the remaining shareholders. If such requirements and procedures are not complied with, or if the proposed Business Combination is not approved by at least a majority of the members of the Board of Directors who are unaffiliated with the new controlling person or entity (taking into account certain special quorum requirements), the proposed Business Combination must be approved by the holders of 80% of the outstanding Common Shares and outstanding Voting Preferred Shares of the Company (collectively, "Voting Shares"), voting together as a class, notwithstanding any other class vote required by law or by the Articles. In the event the price criteria and procedural requirements are met or the requisite approval by such unaffiliated directors (taking into account certain special quorum requirements) is given with respect to a particular Business Combination, the normal voting requirements of Ohio law would apply.

In addition, Article Sixth of the Articles provides that the affirmative vote of the holders of 80% of the Voting Shares, voting as a single class, shall be required to amend or repeal, or adopt any provisions inconsistent with, Article Sixth. An 80% vote is not required to amend or repeal, or adopt a provision inconsistent with, Article Sixth if the Board of Directors has recommended such amendment or other change and if, as of the record date for the determination of shareholders entitled to vote thereon, no person is known by the Board of Directors to be the beneficial owner of 10% or more of the Voting Shares, in which event the affirmative vote of the holders of two-thirds of the Voting Shares, voting as a single class, shall be required to amend or repeal, or adopt a provision inconsistent with, Article Sixth.

Ohio, the state of the Company's incorporation, has enacted Ohio Revised Code Section 1701.831, a "control share acquisition" statute, and Chapter 1704, a "merger moratorium" statute. The control share acquisition statute basically provides that any person acquiring shares of an "issuing public corporation" (which definition the Company meets) in any of the following three ownership ranges must seek and obtain shareholder approval of the acquisition transaction that first puts such ownership within each such range: (i) more than 20% but less than 33 1/3%; (ii) 33 1/3% but not more than 50%; and (iii) more than 50%.

The merger moratorium statute provides that, unless a corporation's articles of incorporation or regulations otherwise provide, an "issuing public corporation" (which definition the Company meets) may not engage in a "Chapter 1704 transaction" for three years following the date on which a person acquires more than 10% of the voting power in the

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election of directors of the issuing corporation, unless the "Chapter 1704 transaction" is approved by the corporation's board of directors prior to such voting power acquisition. A person who acquires such voting power is an "interested shareholder", and "Chapter 1704 transactions" involve a broad range of transactions, including mergers, consolidations, combinations, liquidations, recapitalizations and other transactions between an "issuing public corporation" and an "interested shareholder" if such transactions involve 5% of the assets or shares of the "issuing public corporation" or 10% of its earning power. After the initial three year moratorium, Chapter 1704 prohibits such transactions absent approval by disinterested shareholders or the transaction meeting certain statutorily defined fair price provisions.

Ohio has also enacted a "greenmailer disgorgement" statute which provides that a person who announces a control bid must disgorge profits realized by that

person upon the sale of any equity securities within 18 months of the announcement.

In addition, Ohio has a "control bid" statute that provides for the dissemination of certain information and the possibility of a hearing concerning compliance with law in connection with a proposed acquisition of more than 10% of any class of equity securities of a corporation, such as the Company, that has significant contacts with Ohio.

On March 3, 1997, the Board of Directors of the Company declared a dividend distribution of one right ("Right") on each of the Company's outstanding Common Shares to holders of record of the Common Shares at the close of business on May 2, 1997 (the "Record Date"). One Right also will be distributed for each Common Share issued after May 2, 1997, until the Distribution Date (which is described in the next paragraph). Each Right entitles the registered holder to purchase from the Company a unit ("Unit") consisting of one two-hundredth of a Series A Preferred Share of the Company (the "Preferred Shares") at a purchase price of \$62.50 per Unit, subject to adjustment (the "Purchase Price"). The terms of the Rights are more fully described in a Form 8-A for Registration of Certain Classes of Securities Pursuant to Section 12(b) or (g) of the Securities Exchange Act of 1934, which has previously been filed with the Securities and Exchange Commission and is incorporated by reference herein. See Exhibit 4.1 to this Registration Statement.

Initially, the Rights will be attached to all Common Share certificates representing shares then outstanding, and no separate Rights Certificates will be distributed. The Rights will separate from the Common Shares and the "Distribution Date" will occur upon the earlier of (a) 10 business days following a public announcement that a person or group of affiliated or associated persons (an "Acquiring Person") has acquired, or obtained the right to acquire, beneficial ownership of 15% or more of the outstanding Common Shares or (b) 10 business days following the commencement of a tender offer or exchange offer that would if consummated result in a person or group beneficially owning 15% or more of the outstanding Common Shares.

The Rights are not exercisable until the Distribution Date and will expire at the close of business on May 2, 2007, unless earlier redeemed by the Company as described below.

After the Distribution Date, the separate Rights Certificates alone will represent the Rights. Except for certain issuances in connection with outstanding options and convertible

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securities and as otherwise determined by the Board of Directors, only Common Shares issued prior to the Distribution Date will be issued with Rights.

If a person becomes the beneficial owner of 15% or more of the Common Shares ("Flip-In Event"), each holder of a Right will have the right to receive, upon exercise, Common Shares having a value equal to two times the Purchase Price of the Right. Moreover, the Rights will not be exercisable until the Rights are no longer redeemable as described below. The Acquiring Person would not be permitted to exercise any Rights and any Rights held by such person (or certain transferees of such person) will be null and void and non-transferable.

If, following the Distribution Date, the Company is acquired in certain specified mergers or other business combinations (i.e., the Company does not survive or its Common Shares are changed or exchanged), or 50% or more of its assets or earning power (on a consolidated basis) is sold or transferred in one transaction or a series of related transactions ("Flip-Over Events"), each Right becomes a Right to acquire common stock of the other party to the transaction (or its ultimate parent in certain circumstances) having a value equal to two times the Purchase Price. As an enforcement mechanism, the Rights Agreement prohibits the Company from entering into any such transaction unless the other

party agrees to comply with the provisions of the Rights.

In general, the Company may redeem the Rights in whole, but not in part, at a price of \$0.005 per Right, at any time prior to a Flip-In Event. Immediately upon the action of the Board of Directors ordering redemption of the Rights, the Rights will terminate and the only right of the holders of Rights will be to receive the \$0.005 redemption price.

Until a Right is exercised, the holder thereof, as such, will have no rights as a shareholder of the Company, including, without limitation, the right to vote or to receive dividends.

The issuance of the Rights may have certain anti-takeover effects and possible disadvantages. The Rights will cause substantial dilution to a person or group who attempts to acquire the Company or a significant Common Share ownership interest without conditioning the offer on the Rights being redeemed or a substantial number of Rights being acquired. Accordingly, an Acquiring Person might decide not to acquire the Company or such an interest, although individual shareholders may view such an acquisition favorably. In addition, to the extent that issuance of the Rights discourages takeovers that would result in a change in the Company's management or Board of Directors, such a change will be less likely to occur. The Board of Directors believes, however, that the advantages of discouraging potentially discriminatory and abusive takeover practices outweigh any potential disadvantages of the Rights. The Rights should not interfere with any merger or other Business Combination approved by the Board of Directors. The Rights are designed to protect shareholders against unsolicited attempts to acquire control of the Company, whether through accumulation of Common Shares in the open market or partial or two-tier tender offers, that do not offer a fair price to all shareholders.

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ITEM 5. INTERESTS OF NAMES EXPERTS AND COUNSEL.

Not applicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

There are no provisions in the Company's Amended Articles of Incorporation by which an officer or director may be indemnified against any liability which he or she may incur in his or her capacity as such. However, the Company has indemnification provisions in its Amended Regulations which provide the Company will, to the full extent permitted by Ohio law, indemnify all persons whom it may indemnify thereto.

Reference is made to Section 1701.13(E) of the Ohio Revised Code which provides for indemnification of directors and officers in certain circumstances.

The foregoing references are necessarily subject to the complete text of the Amended Regulations and the statute referred to above and are qualified in their entirety by reference thereto.

The Company provides liability insurance for its directors and officers for certain losses arising from certain claims and charges, including claims and charges under the Securities Act of 1933, which may be made against such persons while acting in their capacities as directors and officers of the Company.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

ITEM 8. EXHIBITS.

The Exhibits filed as part of this Registration Statement are described in the Exhibit Index included in this filing.

ITEM 9. UNDERTAKINGS.

(1) The undersigned registrant hereby undertakes:

- (a) To file, during any period in which offers or sales of the securities registered hereunder are being made, a post-effective amendment to this registration statement:

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- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
- (ii) To reflect in the prospectus any facts or events arising after the effective date of this registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement;
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in the registration statement;

provided; however, that this undertaking will only apply to the extent that the information in clauses (i) - (ii) hereof is not contained in periodic reports filed by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this registration statement.

- (b) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (c) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(2) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses

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incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issues.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Company certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cincinnati and State of Ohio, on the 30th day of May, 1997.

CINCINNATI BELL INC.

By /s/ Brian C. Henry

Brian C. Henry
Executive Vice President and
Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Principal Executive Officer:

/s/ John T. LaMacchia

John T. LaMacchia
President and Chief Executive Officer

Principal Accounting and Financial Officer

/s/ Brian C. Henry

Brian C. Henry
Executive Vice President and
Chief Financial Officer

Directors:

John F. Barrett
Phillip R. Cox
William A. Friedlander
Roger L. Howe
Robert P. Hummel, M.D.
James D. Kiggen
John T. LaMacchia
Charles S. Mechem, Jr.
Mary D. Nelson

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James F. Orr
Brian H. Rowe
David B. Sharrock

By: /s/ Brian C. Henry

Brian C. Henry as attorney in fact
for each Director and on his own
behalf as Principal Accounting and
Financial Officer

May 30, 1997

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EXHIBIT INDEX

Exhibit	Description	Page
3.1	The Company's Amended Articles of Incorporation	
3.2	The Company's Amended Regulations	
4.1	The Company's Rights Agreement is hereby incorporated by reference to Exhibit 4.1 to the Registration Statement on Form 8A filed on May 1, 1997	
5	Opinion of Frost & Jacobs LLP	
23.1	Consent of Frost & Jacobs LLP (contained in Exhibit 5)	
23.2	Consent of Coopers & Lybrand L.L.P.	
24	Powers of Attorney	
24.1	Cincinnati Bell Inc. 1997 Long Term Incentive Plan	

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AMENDED ARTICLES OF INCORPORATION

OF

CINCINNATI BELL INC

April 28, 1997

FIRST: The name of the corporation is CINCINNATI BELL INC.

SECOND: The place in Ohio where its principal office is located is Cincinnati, Hamilton County.

THIRD: The purpose for which the corporation is formed is to engage in any lawful act or activity for which corporations may be formed under Sections 1701.01 to 1701.98, inclusive, of the Ohio Revised Code.

FOURTH: The number of shares that the corporation is authorized to have outstanding is 480,000,000 common shares, \$1.00 par value (classified as "Common Shares"), 4,000,000 voting preferred shares without par value (classified as "Voting Preferred Shares") and 1,000,000 non-voting preferred shares without par value (classified as "Non-Voting Preferred Shares"). The preferred shares of both classes are collectively referred to herein as "Preferred Shares". The express terms of the shares of each of such classes are as follows:

1. Preferred Shares may be issued from time to time in one or more series. All Preferred Shares of all series shall rank equally and be identical in all respects except that only Voting Preferred Shares shall be voting shares and except that the board of directors is authorized to adopt amendments to the Amended Articles in respect of any unissued or treasury Preferred Shares and thereby to fix or change, to the full extent now or hereafter permitted by the laws of Ohio, the division of such shares into series and the designation and authorized number of shares of each series and, subject to the provisions of this Article Fourth, the relative rights, preferences and limitations of each series and the variations in such rights, preferences and limitations as between series and specifically is authorized to fix or change with respect to each series:

(a) the dividend rate on the shares of such series, the dates of payment of such

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dividends, and the date or dates from which such dividends shall be cumulative;

(b) the times when, the prices at which, and all other terms and conditions upon which, shares of such series shall be redeemable;

(c) the amounts which the holders of shares of such series shall be entitled to receive upon the liquidation, dissolution or winding up of the corporation, which amounts may vary depending on whether such liquidation, dissolution or winding up is voluntary or involuntary and, if voluntary, may vary at different dates;

(d) whether or not the shares of such series shall be subject to the operation of a purchase, retirement or sinking fund and, if so, the extent to and manner in which

such purchase, retirement or sinking fund shall be applied to the purchase or redemption of the shares of such series for retirement or for other corporate purposes and the terms and provisions relative to the operation of such fund or funds;

(e) whether or not the shares of such series shall be convertible into or exchangeable for shares of any other class or series and, if so, the price or prices or the rate or rates of conversion or exchange and the method, if any, of adjusting the same;

(f) the restrictions, if any, upon the payment of dividends or making of other distributions on, and upon the purchase or other acquisition of, Common Shares;

(g) the restrictions, if any, upon the creation of indebtedness, and the restrictions, if any, upon the issue of shares of such series or of any additional shares ranking on a parity with or prior to the shares of such series in addition to the restrictions provided for in this Article Fourth; and

(h) such other rights, preferences and limitations as shall not be inconsistent with this Article Fourth.

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All shares of any particular series shall rank equally and be identical in all respects except that shares of any one series issued at different times may differ as to the date from which dividends shall be cumulative.

2. Dividends on Preferred Shares of each series shall be cumulative from the date or dates fixed with respect to such series and shall be paid or declared or set apart for payment for all past dividend periods and for the current dividend period before any dividends (other than dividends payable in Common Shares) shall be declared or paid or set apart for payment on Common Shares. Whenever, at any time, full cumulative dividends for all past dividend periods and for the current dividend period shall have been paid or declared and set apart for payment on all then outstanding Preferred Shares and all requirements with respect to any purchase, retirement or sinking fund or funds for all series of Preferred Shares shall have been complied with, the board of directors may declare dividends on Common Shares, and Preferred Shares shall not be entitled to share therein.

3. Upon any liquidation, dissolution or winding up of the corporation, the holders of Preferred Shares of each series shall be entitled to receive the amounts to which such holders are entitled as fixed with respect to such series, including all dividends accumulated to the date of final distribution, before any payment or distribution of assets of the corporation shall be made to or set apart for the holders of Common Shares, and after such payments shall have been made in full to the holders of Preferred Shares, the holders of Common Shares shall be entitled to receive any and all assets remaining to be paid or distributed to shareholders, and the holders of Preferred Shares shall not be entitled to share therein. For the purposes of this paragraph, the voluntary sale, conveyance, lease, exchange or transfer of all or substantially all the property or assets of the corporation or a consolidation or merger of the corporation with one or more other corporations (whether or not the corporation is the corporation surviving such consolidation or merger) shall not be deemed to be a liquidation, dissolution or winding up, voluntary or involuntary.

4. Each outstanding Common Share and each outstanding Voting Preferred Share shall entitle the holder thereof to one vote on each matter properly

submitted to the shareholders for their vote, consent, waiver, release or other action, subject to the provisions of law from time to time in effect with respect to cumulative voting. Except as otherwise required by law or by this Article Fourth, Non-Voting Preferred Shares

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shall not entitle the holders thereof to vote, consent, waive, release or otherwise act on any question or in any proceeding or to be represented at or receive notice of any meeting of shareholders.

5. So long as any Preferred Shares are outstanding, the corporation will not (a) without the affirmative vote or consent of the holders of at least two-thirds of all Preferred Shares at the time outstanding, (1) authorize shares ranking prior to Preferred Shares or (2) change any provision of this Article Fourth so as to affect adversely Preferred Shares; (b) without the affirmative vote or consent of the holders of at least two-thirds of any series of Preferred Shares at the time outstanding, change any of the provisions of such series so as to affect adversely the shares of such series; or (c) without the affirmative vote or consent of the holders of at least a majority of all Preferred Shares at the time outstanding, (1) increase the authorized number of Preferred Shares or (2) authorize shares of any other class ranking on a parity with Preferred Shares.

6. Whenever, at any time or times, dividends payable on Preferred Shares shall be in default in an aggregate amount equivalent to six full quarterly dividends on any series of Preferred Shares at the time outstanding, the number of directors then constituting the board of directors of the corporation shall ipso facto be increased by two, and the outstanding Preferred Shares shall, in addition to any other voting rights, have the exclusive right, voting separately as a class and without regard to series, to elect two directors of the corporation to fill such newly created directorships, and such right shall continue until such time as all dividends accumulated on all Preferred Shares to the latest dividend payment date shall have been paid or declared and set apart for payment.

7. If the amounts payable with respect to any requirement to retire Preferred Shares are not paid in full with respect to all series as to which such requirement exists, the number of shares to be retired in each series shall be in proportion to the amounts which would be payable on account of such requirement if all amounts payable were paid in full.

8. No holder of shares of any class shall have any preemptive rights.

9. Of the 4,000,000 Voting Preferred Shares of the corporation, 2,000,000 shall constitute a series of Voting Preferred Shares designated as Series A Preferred Shares (the "Series A Preferred Shares") and have, subject and in

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addition to the other provisions of this Article Fourth, the following relative rights, preferences and limitations:

(1) DIVIDENDS AND DISTRIBUTIONS

(A) Subject to the provisions of this Article Fourth, the holders of the Series A Preferred Shares shall be entitled to receive, when and as declared by the Board of Directors, out of funds legally available for that purpose, cumulative dividends in cash on the 1st day of January, April, July and October in each year (each such date being referred to herein as a "Quarterly Dividend Payment Date"), commencing on the first Quarterly Dividend Payment Date after the first issuance of a Series A Preferred Share or fraction thereof, in an amount per share per

quarter (rounded to the nearest cent) equal to the greater of (i) \$20.00 or (ii) subject to the provision for adjustment hereinafter set forth, 100 times the aggregate per share amount of all cash dividends, and 100 times the aggregate per share amount (payable in kind) of all non-cash dividends or other distributions (other than a dividend payable in Common Shares or a subdivision of the outstanding Common Shares, by reclassification or otherwise), declared on the Common Shares, since the immediately preceding Quarterly Dividend Payment Date or, with respect to the first Quarterly Dividend Payment Date, since the first issuance of a Series A Preferred Share or fraction thereof; PROVIDED THAT, in the event no dividend or distribution shall have been declared on the Common Shares during the period between any Quarterly Dividend Payment Date and the next subsequent Quarterly Dividend Payment Date, a dividend on the Series A Preferred Shares of \$20.00 per share shall nevertheless be payable on such subsequent Quarterly Dividend Payment Date. In the event the corporation shall at any time declare or pay any dividend on the Common Shares payable in Common Shares, or effect a subdivision or combination of the outstanding Common Shares (by reclassification or otherwise) into a greater or lesser number of Common Shares, then in each such case the amount to which holders of the Series A Preferred Shares were entitled immediately prior to such event under clause (ii) of the next preceding sentence shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of Common Shares

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outstanding immediately after such event and the denominator of which is the number of Common Shares that were outstanding immediately prior to such event.

(B) The Board of Directors may fix a record date for the determination of holders of the Series A Preferred Shares entitled to receive payment of a dividend or distribution declared thereon, which record date shall be no more than 60 days prior to the date fixed for the payment thereof. Dividends shall begin to accrue and be cumulative on outstanding Series A Preferred Shares from the Quarterly Dividend Payment Date next preceding the date of issue of such Series A Preferred Shares, unless the date of issue of such shares is prior to the record date for the first Quarterly Dividend Payment Date, in which case dividends on such shares shall begin to accrue from the date of issue of such shares, or unless the date of issue is a Quarterly Dividend Payment Date or is a date after the record date for the determination of holders of the Series A Preferred Shares entitled to receive a quarterly dividend and before such Quarterly Dividend Payment Date, in either of which events such dividends shall begin to accrue and be cumulative from such Quarterly Dividend Payment Date. Accrued but unpaid dividends shall not bear interest. Dividends paid on the Series A Preferred Shares in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding.

- (2) LIQUIDATION RIGHTS. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the corporation, then, subject to the provisions of this Article Fourth, the holders of the Series A Preferred Shares shall be entitled to receive, from the assets of the corporation available for distribution to shareholders, an amount equal to all dividends accumulated to the date of final distribution plus an amount equal to the greater of (A) \$125.00 per share or (B) an aggregate amount per share,

subject to the provision for adjustment hereinafter set forth, of 100 times the aggregate amount to be distributed per share to holders of Common Shares. All such preferential amounts shall be paid or set apart for payment before the payment or setting

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apart for payment of any amount for, or the distribution of any assets of the corporation to, the holders of any class of shares ranking junior as to assets to the Series A Preferred Shares, or the holders of any series of Preferred Shares ranking junior as to assets to the Series A Preferred Shares. In the event the corporation shall at any time declare or pay any dividend on Common Shares payable in Common Shares, or effect a subdivision or combination of the outstanding Common Shares (by reclassification or otherwise) into a greater or lesser number of Common Shares, then in each such case the aggregate amount to which holders of the Series A Preferred Shares were entitled immediately prior to such event under clause (B) of the next preceding sentence shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of Common Shares outstanding immediately after such event and the denominator of which is the number of Common Shares that were outstanding immediately prior to such event.

- (3) REDEMPTION. The Series A Preferred Shares shall not be redeemable.
- (4) VOTING RIGHTS. Subject to the provisions of this Article Fourth, each Series A Preferred Share shall entitle the holder thereof to one vote on all matters submitted to a vote of the shareholders of the corporation. The holders of fractional Series A Preferred Shares shall not be entitled to any vote on any matter submitted to a vote of the shareholders of the corporation.
- (5) CERTAIN RESTRICTIONS.

(A) Subject to the provisions of this Article Fourth, whenever quarterly dividends or other dividends or distributions payable on the Series A Preferred Shares are in arrears, thereafter and until all accrued and unpaid dividends and distributions, whether or not declared, on outstanding Series A Preferred Shares shall have been paid in full, the corporation shall not:

(i) declare or pay dividends on, or make any other distributions on, any shares ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Shares;

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(ii) redeem, purchase or otherwise acquire for consideration shares ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Shares; PROVIDED THAT the corporation may at any time redeem, purchase or otherwise acquire any such junior shares in exchange for any shares of the corporation ranking junior (either as to dividends or upon dissolution, liquidation or winding up) to the Series A Preferred Shares;

(iii) declare or pay dividends on or make any other distributions on any shares ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up)

with the Series A Preferred Shares, except dividends paid ratably on the Series A Preferred Shares and all such parity shares on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled;

(iv) purchase or otherwise acquire for consideration any Series A Preferred Shares, or any shares ranking on a parity with the Series A Preferred Shares, except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes.

(B) The corporation shall not permit any subsidiary of the corporation to purchase or otherwise acquire for consideration any shares of the corporation unless the corporation could, pursuant to paragraph (A) of this subparagraph 5, purchase or otherwise acquire such shares at such time and in such manner.

(6) REACQUIRED SHARES. Any Series A Preferred Shares purchased or otherwise acquired by the corporation in

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any manner whatsoever shall be retired promptly after the acquisition thereof. All such shares shall upon their retirement become authorized but unissued Voting Preferred Shares and may be reissued as part of a new series of Voting Preferred Shares to be created by resolution or resolutions of the Board of Directors, subject to the conditions and restrictions on issuance set forth herein.

(7) CONSOLIDATION, MERGER, ETC. In case the corporation shall enter into any consolidation, merger, combination or other transaction in which the Common Shares are exchanged for or changed into other shares or securities, cash and/or any other property, then in any such case the Series A Preferred Shares shall at the same time be similarly exchanged or changed in an amount per share, subject to the provision for adjustment hereinafter set forth, equal to 100 times the aggregate amount of shares, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each Common Share is changed or exchanged. In the event the corporation shall at any time declare or pay any dividend on Common Shares payable in Common Shares, or effect a subdivision or combination of the outstanding Common Shares (by reclassification or otherwise) into a greater or lesser number of Common Shares, then in each such case the amount set forth in the next preceding sentence with respect to the exchange or change of Series A Preferred Shares shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of Common Shares outstanding immediately after such event and the denominator of which is the number of Common Shares that were outstanding immediately prior to such event.

10. Of the 4,000,000 Voting Preferred Shares of the corporation, 1,578,948 shall constitute a series of Voting Preferred Shares designated as 7.25% Cumulative Convertible Voting Preferred Shares (for the purposes of this paragraph 10, the "Preferred Shares") and have, subject and in addition to the other provisions of this Article Fourth, the following relative rights, preferences and limitations:

1. DIVIDENDS.

(a) The holders of record of Preferred Shares shall be entitled to receive cash dividends, when, as and if declared by the Board of Directors out

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of assets of the corporation which are legally available for the payment of such dividends, at the annual rate of 7.25% per Preferred Share, and no more, payable quarterly on the first day of March, June, September and December in each year commencing on September 1, 1988. Dividends shall be cumulative and will accrue on each Preferred Share from the date of issue thereof. Dividends payable on Preferred Shares for any period less than a full quarter shall be computed on the basis of a 360-day year. Accrued but unpaid dividends shall not bear interest. So long as any Preferred Shares are outstanding, the corporation shall not declare, pay or set apart any dividend on the Common Shares or declare, make or set apart any distribution on the Common Shares unless concurrently therewith all dividends or distributions on Preferred Shares, through the date of such declaration, payment, making or setting apart of any dividend or distribution on the Common Shares, are declared, paid, made or set apart, as the case may be.

(b) Subject to the limitations set forth in this subsection 1(b), if because of Tax Law Changes (as defined below) holders of Preferred Shares would realize less or more after-tax yield from dividend payments on the Preferred Shares than would have been the case had such Tax Law Changes not occurred, then the rate of dividends will increase or decrease, as appropriate, so that the net after-tax yield to a holder of Preferred Shares would be the same as if there had been no Tax Law Changes. "Tax Law Changes" means any change, effective on or after July 22, 1988, in the Internal Revenue Code of 1986, as amended (the "Code"), or any other revenue statute of the United States, or the issuance of any regulation, ruling, administrative interpretation or judicial or other official interpretation, the effect of which is to reduce, eliminate or increase the dividends received deductions with respect to dividend payments on the Preferred Shares presently permitted by Section 243 of the Code; PROVIDED, HOWEVER, that any ruling, administrative, judicial or other interpretation which is based on the action or failure to act of a holder of the Preferred Shares (other than acquisition of the Preferred Shares) shall not be deemed to be a Tax Law Change. No adjustment is

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to be made under this subsection 1(b) for changes in the laws of any state or municipality.

(c) If, as a result of the Preferred Shares being deemed to be debt, rather than equity for tax purposes (a "Debt/Equity Recharacterization"), a holder of record of Preferred Shares suffers an adverse tax effect as a result thereof, including the loss of the right to claim, being delayed in claiming, or suffering a disallowance of the dividend exclusion or other tax attribute that otherwise would be available to such holder if the Preferred Shares were treated as equity for tax purposes (any such event being referred to as a "Tax Loss"), then (i) the rate of dividends on the Preferred Shares paid by the corporation after an event of a Debt/Equity Recharacterization will increase so that the net after-tax yield from all Preferred Share dividend payments to such holder of Preferred Shares will be the same as if no Debt/Equity Recharacterization had occurred, and (ii) within 30 days after the mailing date of notice of a Tax Loss by a holder to

the corporation, the corporation shall pay to a holder of Preferred Shares an amount equal to any additional tax liability owed by any such holder with respect to any dividend payments theretofore made by the corporation as to which a Tax Loss arose.

(d) The corporation covenants that neither it nor any of its affiliates (within the meaning of Section 1504(a) of the Code) will at any time take any action, omit to take any action or file any return or document inconsistent with the treatment of the Preferred Shares as the equity for tax and accounting purposes, unless otherwise agreed to by a majority of the holders of record of Preferred Shares.

2. LIQUIDATION.

Upon any liquidation, dissolution or winding up of the corporation, after payment or provision for payment of the debts and other liabilities of the corporation, the holders of the Preferred Shares shall be entitled, before any distribution or payment is made upon any Common Shares, to be paid an amount equal to \$38.00 per share, plus an amount equal to dividends accrued and unpaid to the date of such payment (unless such liquidation,

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dissolution or winding up is the result of a transaction giving rise to rights under Section 9 of the Preferred Shares Purchase Agreement dated July 22, 1988 (the "Purchase Agreement") between the corporation and The Western and Southern Life Insurance Company, in which case holders of Preferred Shares may elect to enforce any rights thereunder), or, in the event that the assets of the corporation remaining after such payment or provision for payment of the debts and other liabilities of the corporation are insufficient to permit such payment in full to the holders of the Preferred Shares, such holders shall be entitled to share pro rata in the distribution of such remaining assets of the corporation; and the holders of Preferred Shares shall not be entitled to any further payment, such amounts being herein sometimes referred to as the "Liquidation Payments". Written notice of such liquidation, dissolution or winding up, stating a payment date, the amount of the Liquidation Payment and the place where said sums shall be payable and containing a statement of or reference to the conversion right set forth in Section 3, shall be given by mail, postage prepaid, not less than 30 days prior to the payment date stated therein, to the holders of record of Preferred Shares, such notice to be addressed to each stockholder at his post office address as shown by the records of the corporation.

3. CONVERSION.

(a) CONVERSION. The holder of any Preferred Shares shall have the right, at any time and from time to time, to convert all or any of such shares into fully-paid and nonassessable Common Shares of the corporation at the Conversion Rate of one of Common Share per Preferred Share or at the Conversion Rate that results from making the adjustments specified in subsection 3(b) below. To the extent permitted by law, when Preferred Shares are converted, all dividends accrued and unpaid on the Preferred Shares so converted to the date of conversion (whether or not currently payable) shall be immediately due and payable and must accompany the Common Shares issued upon such conversion.

In order to exercise the conversion right, the holder of Preferred Shares shall surrender the

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certificate representing such shares at the principal office of the corporation or at such other office of the corporation specified for such purpose together with written notice to the corporation of the number of Preferred Shares which the holder elects to convert, and written instructions regarding the registration and delivery of certificates for Common Shares acquired thereby. The person entitled to receive Common Shares issuable upon conversion shall be deemed to have become the holder of record of such shares at the close of business on the date upon which the conversion right is so exercised. If any certificate representing Preferred Shares shall have been converted in part, the holder shall be entitled to a new certificate representing the Preferred Shares not converted.

(b) ADJUSTMENT OF CONVERSION RATE. The Conversion Rate shall be subject to adjustment as follows:

(i) If the corporation shall declare and pay to the holders of Common Shares a dividend or other distribution payable in Common Shares, the holders of Preferred Shares thereafter surrendered for conversion shall be entitled to receive the number of Common Shares which such holder would have owned or been entitled to receive after the declaration and payment of such dividend or other distribution if such Preferred Shares had been converted immediately prior to the record date for the determination of stockholders entitled to receive such dividend or other distribution.

(ii) If the corporation shall subdivide the outstanding Common Shares into a greater number of Common Shares, or combine the outstanding Common Shares into a lesser number of shares, or issue by reclassification of its Common Shares any shares of the corporation, the Conversion Rate in effect immediately prior thereto shall be adjusted so that each holder of Preferred Shares thereafter surrendered for conversion shall be entitled to receive the number of Common Shares or other shares which such holder would have owned or been entitled to receive after the happening of any of the events described above if such Preferred

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Shares had been converted immediately prior to the happening of such event on the day upon which such subdivision, combination or reclassification, as the case may be, becomes effective.

(iii) If the corporation shall issue or sell any Common Shares for a consideration per share less than the Current Market Price of the Common Shares, then the Conversion Rate shall be adjusted to the number determined by multiplying the Conversion Rate in effect immediately prior to such issuance or sale by a fraction, the numerator of which shall be the number of Common Shares outstanding immediately prior to the issuance or sale of such Common Shares plus the number of such Common Shares so issued or sold, and the denominator of which shall be the number of Common Shares outstanding immediately prior to the issuance or sale of such Common Shares plus the number of Common Shares which the aggregate consideration for such Common Shares so issued or sold would purchase at a consideration per share equal to Current Market Price. For the purpose of this subsection 3(b)(iii), the date as of which such Current Market Price shall be computed shall be the earlier of (x) the date on which the corporation shall enter into a firm contract for the issuance or sale of such Common Shares or (v) the date of the actual issuance or sales of such shares.

(iv) If the corporation shall issue or sell any warrants or

options or other rights entitling the holders thereof to subscribe for or purchase either any Common Shares or evidences of indebtedness, shares of stock or other securities which are convertible into or exchangeable, with or without payment of additional consideration in cash or property, for Common Shares (such convertible or exchangeable evidences of indebtedness, shares of stock or other securities hereinafter being called "Convertible Securities"), and the consideration per share for which Common Shares may at any time thereafter be issuable pursuant to such warrants or other rights or pursuant to the terms of such Convertible Securities (when

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added to the consideration per Common Share, if any, received for such warrants or other rights), shall be less than the Current Market Price of the Common Shares at the date of such issue or sale, then the Conversion Rate applicable to such series shall be adjusted as provided in subsection 3(b)(iii) on the basis that (x) the maximum number of Common Shares issuable pursuant to all such warrants or other rights or necessary to affect the conversion or exchange of all such Convertible Securities shall be deemed to have been issued and (y) the aggregate consideration for such maximum number of Common Shares shall be deemed to be the minimum consideration received and receivable by the corporation for the issuance of such Common Shares (plus the consideration, if any, received for such warrants or other rights) pursuant to such warrants or other rights or pursuant to the terms of such Convertible Securities.

(v) If the corporation shall issue or sell Convertible Securities and the consideration per share for which Common Shares may at any time thereafter be issuable pursuant to the terms of such Convertible Securities shall be less than the Current Market Price of the Common Shares at the date of such issue or sale, then the Conversion Rate applicable to such series shall be adjusted as provided in subsection 3(b)(iii) on the basis that (x) the maximum number of Common Shares necessary to effect the conversion or exchange of all such Convertible Securities shall be deemed to have been issued and (y) the aggregate consideration for such maximum number of Common Shares shall be deemed to be the minimum consideration received and receivable by the corporation for the issuance of such Common Shares pursuant to the terms of such Convertible Securities. No adjustment of such Conversion Rate shall be made under this subsection 3(b)(v) upon the issuance of any Convertible Securities which are issued pursuant to the exercise of any warrants or other subscription or purchase rights therefor, if such adjustment shall previously have been made upon the issuance of such

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warrants or other rights pursuant to subsection 3(b)(iv).

(vi) For the purposes of subsections 3(b)(iv) and 3(b)(v), the date as of which such Conversion Rate shall be computed shall be the earliest of (x) the date on which the corporation shall take a record of the holders of its Common Shares for the purpose of entitling them to receive any warrants or other rights referred to in subsection 3(b)(iv) or to receive any Convertible Securities, (y) the date on which the corporation shall enter into a firm contract for the issuance of such warrants or other rights or Convertible Securities or (z) the date of the actual

issuance of such warrants or other rights or Convertible Securities.

(vii) No adjustment of a Conversion Rate shall be made under subsection 3(b)(iii) upon the issuance of any Common Shares which are issued pursuant to the exercise of any warrants or other subscription or purchase rights or pursuant to the exercise of any conversion or exchange rights in any Convertible Securities, if such adjustment shall previously have been made upon the issuance of such warrants or other rights or upon the issuance of such Convertible Securities (or upon the issuance of any warrants or other rights therefor), pursuant to subsections 3(b)(iv) or 3(b)(v).

(viii) If any warrants or other rights (or any portions thereof) which shall have given rise to an adjustment pursuant to subsection 3(b)(iv) or conversion rights pursuant to Convertible Securities which shall have given rise to an adjustment pursuant to subsection 3(b)(v) shall have expired or terminated without the exercise thereof and/or if by reason of the terms of such warrants or other rights or Convertible Securities there shall have been an increase or increases, with the passage of time or otherwise, in the price payable upon the exercise or conversion thereof, then the affected Conversion Rate hereunder shall be readjusted (but to no greater extent than originally adjusted) on the basis of (x) eliminating from the

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computation any Common Shares corresponding to such warrants or other rights or conversion rights as shall have expired or terminated, (y) treating the Common Shares, if any, actually issued or issuable pursuant to the previous exercise of such warrants or other rights or of conversion rights pursuant to any Convertible Securities as having been issued for the consideration actually received and receivable therefor, and (z) treating any of such warrants or other rights or of conversion rights pursuant to any Convertible Securities which remain outstanding as being subject to exercise or conversion on the basis of such exercise conversion price as shall be in effect at the time; provided, however, that any consideration which was actually received by the corporation in connection with the issuance or sale of such warrants or other rights shall form part of the readjustment computation even though such warrants or other rights shall have expired without the exercise thereof. The Conversion Rate shall be adjusted as provided in subsection 3(b)(iii) as a result of any increase in the number of Common Shares issuable, or any decrease in the consideration payable upon any issuance of Common Shares, pursuant to any antidilution provisions contained in any warrants or other rights or in any Convertible Securities.

(ix) To the extent that any Common Shares, any warrants or other rights to subscribe for or purchase any Common Shares, or any Convertible Securities shall be issued for a cash consideration, the consideration received by the corporation therefor shall be deemed to be the amount of the cash received by the corporation therefor, or, if such Common Shares, warrants or other rights or Convertible Securities are offered by the corporation for subscription, the subscription price, or, if such Common Shares, warrants or other rights or Convertible Securities are sold to underwriters or dealers for public offering without a subscription offering, the initial public offering price, in any such case excluding any amounts paid or receivable for

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accrued interest or accrued dividends and without deduction of any compensation, discounts or expenses paid or incurred by the corporation for and in the underwriting of, or otherwise in connection with, the issuance thereof. If and to the extent that such issuance shall be for a consideration other than cash, then, except as herein otherwise expressly provided, the amount of such consideration shall be deemed to be the fair value of such consideration at the time of such issuance as determined in good faith by the Board of Directors of the corporation. If Common Shares shall be issued as part of a unit with warrants or other rights, then the amount of consideration for the warrant or other right shall be deemed to be the amount determined in good faith at the time of issuance by the Board of Directors of the corporation. If the Board of Directors of the corporation shall not make any such determination, the consideration for the warrant or other right shall be deemed to be zero.

(x) In case the corporation shall effect a reorganization, shall merge with or consolidate into another corporation, shall sell, transfer or otherwise dispose of all or substantially all of its property, assets or business or shall otherwise engage in any transaction whereby a "Change of Control", as defined in the Purchase Agreement, shall occur and, pursuant to the terms of such reorganization, merger, consolidation, disposition of assets or other transaction effecting a Change of Control, shares of stock or other securities, property or assets of the corporation, successor or transferee or an affiliate thereof or cash are to be received by or distributed to the holders of Common Shares, then each holder of Preferred Shares shall be given written notice from the corporation informing each holder of the terms of such reorganization, merger, consolidation, disposition of assets or other transaction effecting a Change of Control and of the record date thereof for any distribution pursuant thereto, at least ten days in advance of such record date, and each holder of Preferred Shares, in addition

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to any other rights pursuant to the Purchase Agreement or the terms hereof, shall have the right thereafter to receive, upon conversion of such Preferred Shares, the number of shares or other securities, property or assets of the corporation, successor or transferee or affiliate thereof or cash receivable upon or as a result of such reorganization, merger, consolidation, disposition of assets or other transaction effecting a Change of Control the number of Common Shares equal to the Conversion Rate applicable to such shares immediately prior to such event, multiplied by such number of shares as may be converted. The provisions of this subsection 3(b)(x) shall similarly apply to successive reorganizations, mergers, consolidations or dispositions of assets or other transactions effecting a Change of Control.

(xi) If a purchase, tender or exchange offer is made to and accepted by the holders of more than 20% of the outstanding Common Shares, the corporation shall not effect any consolidation, merger or sale with the person having made such offer or with any affiliate of such person or engage in any transaction which will have the effect of increasing the equity ownership of such person in the corporation by more than one percent (1%), unless prior to the consummation thereof each holder of Preferred Shares shall have been given a reasonable opportunity then to elect to receive, upon conversion of the

Preferred Shares then held by such holder, either the stock, securities, cash or assets then issuable with respect to the Common Shares or the stock, securities, cash or assets issued to previous holders of the Common Shares in accordance with such offer, or the equivalent thereof.

(xii) The number of Common Shares outstanding at any given time shall not include shares owned or held by or for the account of the corporation, for the purposes of this subsection 3(b).

(xiii) If a state of facts shall occur which, without being specifically controlled

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by the provisions of this subsection 3(b), would not fairly protect the conversion rights of the Preferred Shares in accordance with the essential intent and principles of such provisions, then the Board of Directors of the corporation shall make an adjustment in the application of such provisions, in accordance with such essential intent and principles, so as to protect such conversion rights.

(xiv) Anything herein to the contrary notwithstanding, no adjustment in a Conversion Rate shall be required unless such adjustment, either by itself or with other adjustments not previously made, would require a change of at least one percent (1%) in such rate; and further provided that no adjustment in the Conversion Rate shall be made with respect to (i) any option issued to any employee or director of the corporation or any options or shares issued pursuant to a dividend reinvestment plan or employee stock ownership or savings plans, (ii) any transaction pursuant to which Common Shares are issued and sold or issuable pursuant to any warrants, options, other rights or Convertible Securities and the difference between the Consideration received or to be received for such Common Shares (including any consideration paid or given to purchase any warrant, option, other right or Convertible Security) and the fair market value of such Common Shares on the date of such sale or issuance is less than \$10,000,000, or (iii) any transaction pursuant to which Common Shares are issuable for other than cash and the Board of Directors has made a good faith determination that the consideration received for such Common Shares is equal to the fair market value of such Common Shares; provided, however, that any adjustment which by reason of this subsection 3(b)(xiv) is not required to be made shall be carried forward and taken into account in any subsequent adjustment.

(xv) All calculations under this subsection 3(b) shall be made to the nearest one-thousandth of a share.

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(xvi) Whenever a Conversion Rate shall be adjusted pursuant to this subsection 3(b), the corporation shall forthwith obtain, and cause to be delivered to each holder of Preferred Shares, a certificate signed by the principal financial or accounting officer of the corporation, setting forth in reasonable detail the event requiring the adjustment and the method by which such adjustment was calculated (including a description of the basis on which the Board of Directors of the corporation determined the fair value of any consideration other than cash pursuant to subsection 3(b)(ix)) and specifying the new Conversion Rate. In

the case referred to in subsection 3(b)(x), such a certificate shall be issued describing the amount and kind of stock, securities, property or assets or cash which shall be receivable upon conversion of the Preferred Shares after giving effect to the provisions of such subsection (b)(x).

(c) RESERVATION AND VALIDITY OF COMMON SHARES. The corporation covenants and agrees that all Common Shares which may be issued upon the exercise of the rights represented by each Preferred Share will, upon issuance, be legally and validly issued, fully paid, and nonassessable and free from all taxes, liens, and charges with respect to the issue thereof except to the extent created by a holder thereof and without limiting the generality of the foregoing, the corporation agrees that it will from time to time take all such action as may be required to assure that the par value per share of the Common Shares is at all times equal to or less than the consideration which would then be deemed to be received by the corporation for the issuance of such Common Shares pursuant to the exercise of any conversion rights relating to the Preferred Shares. The corporation further covenants and agrees that during the period within which the rights represented by the Preferred Shares may be exercised, the corporation will at all times have authorized and reserved a sufficient number of its Common Shares to provide for the exercise of the rights represented by the Preferred Shares and will at its expense expeditiously upon each registration of shares use its best efforts to procure the listing thereof (subject to issuance

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or notice of issuance) on all stock exchanges on which the Common Shares are then listed.

(d) FRACTIONAL SHARES. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of any Preferred Shares. If, upon the conversion of any Preferred Shares as an entirety, the holder would, except for the provisions of this subparagraph, be entitled to receive a fractional Common Share, then an amount equal to such fractional share multiplied by the "fair market value" of a Common Share shall be paid by the corporation in cash to such holder.

(e) "FAIR MARKET VALUE"; "CURRENT MARKET PRICE". Whenever Common Shares of the corporation shall be regularly traded in any market, the "fair market value" of the Common Shares shall be deemed to mean the closing sales price of Common Shares on the principal national securities exchange on which the Common Shares may at any time be listed, or, if there shall have been no sales on any such exchange on such day, the average of the bid and asked prices at the end of such day, or, if the Common Shares shall not be so listed, the average of the high bid and low asked prices in the over-the-counter market on such day as reported on NASDAQ (if so quoted) or by the National Quotation Bureau, Inc., or, if not so traded, as determined in good faith by or pursuant to the directions and authorization of the Board of Directors of the corporation, in each such case as of the business day prior to the day as of which "fair market value" is being determined. The term "Current Market Price" per share of Common Shares at any date shall for purposes of this Section 3 be deemed to be the average of the "fair market value" of the Common Shares for the 10 consecutive business days immediately preceding the day in question.

(f) NOTICE OF CAPITAL CHANGES. In case:

(i) the corporation shall declare a dividend on its Common

Shares payable in shares of its capital stock or Convertible Securities or payable otherwise than out of earnings or surplus (other than capital surplus); or

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(ii) the corporation shall authorize the issuance to all holders of its Common Shares of options or warrants or other rights to subscribe for or purchase its Common Shares, Convertible Securities, or any subscription rights or warrants; or

(iii) the corporation shall authorize the distribution to all holders of its Common Shares of evidences of its indebtedness or other property (other than cash dividends paid out of earnings or surplus (other than capital surplus)), all determined in accordance with generally accepted accounting principles; or

(iv) the corporation shall fix a record date for approval of any subdivision, combination, recapitalization or reclassification of its Common Shares, or of any consolidation or merger to which the corporation is a party and for which approval of any shareholders of the corporation is required, or of the sale, transfer or other disposition of all or substantially all of the assets of the corporation, or any other transaction whereby a Change of Control may be effected; or

(v) the corporation shall fix a record date for approval of the voluntary or involuntary dissolution, liquidation or winding up of the corporation; then, in each of said cases, the corporation shall give the holders of Preferred Shares written notice, by registered mail, postage prepaid, of the date of which (A) a record shall be taken for such dividend, distribution or subscription rights or (B) such subdivision, combination, recapitalization, reclassification, consolidation, merger, sale, transfer, disposition, dissolution, liquidation, winding up or other transaction effecting a Change of Control shall take place, as the case may be. Such notice shall also specify the date as of which the holders of Common Shares of record shall participate in such dividend, distribution or subscription rights, or shall be entitled to exchange their Common Shares for securities or other property deliverable upon such subdivision,

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combination, recapitalization, reclassification, consolidation, merger, sale, transfer, disposition, dissolution, liquidation or winding up, as the case may be. Such written notice shall be given at least ten days prior to the action in question and not less than ten days prior to the record date in respect thereof.

(g) TRANSFER TAXES. The issuance of shares or certificates for Common Shares upon the conversion of Preferred Shares shall be made without charge to the converting holder of record of such Preferred Shares for any tax in respect of the issuance of such shares or certificates, and such certificates shall be issued in the respective names of, or in such names as may be directed by the holder of record of such Preferred Shares; provided, however, that the corporation shall not be required to pay any tax which may be payable in respect of any transfer involving the issue and delivery of any such shares

or certificate in a name other than that of the holder of record of the Preferred Shares converted, and the corporation shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the corporation the amount of such tax or shall have established to the satisfaction of the corporation that such tax has been paid.

4. REDEMPTIONS.

(a) The corporation shall redeem, to the extent permitted by law, on July 22, 1998 (the "Maturity Date") all of the Preferred Shares then outstanding on the close of business on such date. Such redemption shall be at a redemption price equal to the sum of \$38.00 per share, plus accrued and unpaid dividends thereon.

(b) On or after July 22, 1993, the Preferred Shares at the time outstanding may be redeemed by the corporation, in whole or in part, at the option of the corporation expressed by a resolution of its Board of Directors, at any time and from time to time at a redemption price per share equal to the percentage set forth below

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opposite the period in which such redemption occurs multiplied by \$38.00, plus accrued and unpaid dividends thereon to the date fixed for redemption:

Period	Redemption Premium
July 22, 1993 through July 21, 1994	103.625%
July 22, 1994 through July 21, 1995	102.900
July 22, 1995 and thereafter	100.000

(c) In addition to the rights of the corporation to redeem Preferred Shares pursuant to subsections 4(a) or (b), the holders of Preferred Shares shall have the right to require the corporation to redeem Preferred Shares in the manner and for the redemption price specified in Section 9 of the Purchase Agreement.

(d) If pursuant to subsections 4(a) or (b), the corporation shall redeem any Preferred Shares, the corporation shall give written notice of such redemption to each holder of record of Preferred Shares to be redeemed not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption, by certified mail enclosed in a postage paid envelope addressed to such holder at such holder's address as the same shall appear on the books of the corporation. Such notice shall (i) state that the corporation has elected or is required to redeem such shares, (ii) state the date fixed for redemption, (iii) state the amount payable on redemption, (iv) state that the shares called for redemption are convertible until the close of business on the day preceding the date fixed for redemption and (v) call upon such holder to surrender to the corporation on or after said date at its principal place of business designated in such notice, a certificate or certificates representing the number of Preferred Shares to be redeemed in accordance with such notice. On or after the date fixed in such notice for redemption or on or after the date on which the corporation shall be required to redeem Preferred Shares in accordance with the provisions of the Purchase Agreement, each holder of Preferred Shares to be so redeemed shall present and surrender the certificate or certificates for such shares to the corporation at the place designated by the corporation and thereupon the redemption price of such shares shall be paid to,

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or to the order of, in immediately available funds, the person whose name appears on such certificate or certificates as the owner thereof. From and after the date fixed as the date for redemption, unless default shall be made by the corporation in providing for the payment of the redemption price pursuant to such notice, all rights of the holders of the Preferred Shares so redeemed, except the right to receive the redemption price (but without interest thereon) shall cease and terminate; provided, however, that on or before the date fixed for redemption, the corporation shall deposit with a bank or trust company having a capital stock and surplus of at least \$50,000,000 to be applied to the redemption of the Preferred Shares so called for redemption, an amount sufficient to redeem all such shares upon the date specified in the notice for redemption. Any moneys so deposited which remain unclaimed at the end of three years from the date of such deposit shall be repaid to the corporation, but the corporation shall remain obligated to make payment thereof to the holders of such shares entitled thereto (subject to any applicable escheat or similar laws). If less than all of the outstanding shares of a series of Preferred Shares are to be redeemed, such shares of such series as are to be redeemed shall be allocated among the holders thereof in proportion to the respective numbers of shares of such series held by them.

(e) Any Preferred Shares redeemed by the corporation shall be retired and shall not be reissued and the corporation may from time to time take such appropriate corporate action as may be necessary to reduce the authorized Preferred Shares.

FIFTH: The number of directors of the corporation shall be fixed from time to time by its Regulations and may be increased or decreased as therein provided, but the number of directors shall in no event be fixed at less than nine. The board of directors shall be divided into three classes, as nearly equal in number as the then fixed number of directors permits, with the term of office of one class expiring each year. At the annual meeting of shareholders in 1984, directors of the first class shall be elected to hold office for a term expiring at the next succeeding annual meeting, directors of the second class shall be elected to hold office for a term expiring at the second succeeding annual

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meeting and directors of the third class shall be elected to hold office for a term expiring at the third succeeding annual meeting. At the annual meeting of shareholders in 1985 and at each annual meeting of shareholders thereafter, the successors to that class of directors whose term then expires shall be elected to hold office for a term expiring at the third succeeding annual meeting. In the event of any increase in the number of directors of the corporation, the additional directors shall be similarly classified in such a manner that each class of directors shall be as equal in number as possible. In the event of any decrease in the number of directors of the corporation, such decrease shall be effected in such a manner that each class of directors shall be as equal in number as possible.

SIXTH: 1. (a) In addition to any affirmative vote required by law or by these Amended Articles, and except as otherwise expressly provided in paragraph 2 of this Article Sixth:

(1) any merger or consolidation of the corporation or of any Subsidiary (as hereinafter defined) with (A) any Interested Shareholder (as hereinafter defined) or (B) any other corporation (whether or not itself an Interested Shareholder) which is, or after such merger or consolidation would be, an Affiliate (as hereinafter defined) of an Interested Shareholder; or

(2) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions) to or with any Interested Shareholder or any

Affiliate of any Interested Shareholder of any assets of the corporation or of any Subsidiary having an aggregate Fair Market Value (as hereinafter defined) of \$5,000,000 or more; or

(3) the issuance or transfer by the corporation or by any Subsidiary (in one transaction or a series of transactions) of any securities of the corporation or of any Subsidiary to any Interested Shareholder or to any Affiliate of any Interested Shareholder in exchange for cash, securities or other property (or combination thereof) having an aggregate Fair Market Value of \$5,000,000 or more; or

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(4) the adoption of any plan or proposal for the liquidation or dissolution of the corporation proposed by or on behalf of an Interested Shareholder or any Affiliate of any Interested Shareholder; or

(5) any reclassification of securities (including any reverse stock split), or recapitalization of the corporation, or any merger or consolidation of the corporation with any Subsidiary or any other transaction (whether or not with or into or otherwise involving an Interested Shareholder) which has the effect, directly or indirectly, of increasing the proportionate share of the outstanding shares of any class of equity or convertible securities of the corporation or of any Subsidiary which is directly or indirectly owned by any Interested Shareholder or any Affiliate of any Interested Shareholder;

shall require the affirmative vote of the holders of at least 80% of the then outstanding Common Shares and Voting Preferred Shares of the corporation entitled to a vote (the "Voting Shares"), voting as a single class at a meeting of shareholders called for such purpose. Such affirmative vote shall be required notwithstanding that no vote may be required, or that a lesser percentage may be specified, by law or in any agreement with any national securities exchange or otherwise.

(b) The term "Business Combination" as used in this Article Sixth shall mean any transaction referred to in any one or more of clauses (1) through (5) of subparagraph (a) of this paragraph 1.

2. The provisions of paragraph 1 of this Article Sixth shall not be applicable to any particular Business Combination, and such Business Combination shall require only such affirmative vote as is required by law and by any other provision of these Amended Articles, if all of the conditions specified in either of the following subparagraphs (a) or (b) are met:

(a) The Business Combination shall have been approved by a majority of the Continuing Directors (as hereinafter defined) of the corporation; provided, however, that such approval shall be effective only if obtained at a meeting at which a Continuing Director Quorum (as hereinafter defined) is present.

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(b) All of the following conditions shall have been met:

(1) The aggregate amount of (x) cash and (y) Fair Market Value (determined as of the date of the consummation of the Business Combination) of consideration other than cash, to be received per

share by holders of Common Shares in such Business Combination shall be at least equal to the highest amount determined under subclauses (A), (B) and (C) below:

(A) the highest per share price (including any brokerage commissions, transfer taxes and soliciting dealers' fees, if any) paid by the Interested Shareholder for any Common Share acquired by it (i) within the two-year period immediately prior to the first public announcement of the proposal of the Business Combination (the "Announcement Date") or (ii) in the transaction in which it became an Interested Shareholder, whichever is higher;

(B) the Fair Market Value per Common Share on the Announcement Date or on the date on which the Interested Shareholder became an Interested Shareholder (the "Determination Date"), whichever is higher; and

(C) the price per Common Share equal to the Fair Market Value per Common Share determined pursuant to subparagraph (b)(1)(B) above, multiplied by the ratio of (i) the highest per share price (including brokerage commissions, transfer taxes and soliciting dealers' fees, if any) paid by the Interested Shareholder for any Common Share acquired by it within the two-year period immediately prior to the Announcement Date to (ii) the Fair Market Value per Common Share on the first day in such two-year period on which the Interested Shareholder acquired any Common Share.

(2) The aggregate amount of (x) cash and (y) Fair Market Value (determined as of the date of the consummation of the Business Combination) of consideration other than cash, to be received per share by holders of any class of Preferred Shares shall be at least equal to the highest amount

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determined under subclauses (A), (B), (C) and (D) below:

(A) the highest per share price (including brokerage commissions, transfer taxes and soliciting dealers' fee, if any) paid by the Interested Shareholder for any shares of such class of Preferred Shares acquired by it (i) within the two-year period immediately prior to the Announcement Date or (ii) in the transaction in which it became an Interested Shareholder, whichever is higher;

(B) the highest preferential amount per share to which the holders of such class of Preferred Shares would be entitled in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the corporation regardless of whether the Business Combination to be consummated constitutes such an event;

(C) the Fair Market Value per share of such class of Preferred Shares on the Announcement Date or on the Determination Date, whichever is higher; and

(D) the price per Preferred Share equal to the Fair Market Value per share of such class of Preferred Shares determined pursuant to subparagraph (b)(2)(C) above, multiplied by the ratio of (i) the highest per share price (including brokerage commissions, transfer taxes and soliciting dealers' fees, if any) paid by the Interested Shareholder for any shares of such class of Preferred Shares acquired by it within the two-year period immediately prior to the

Announcement Date to (ii) the Fair Market Value per share of such class of Preferred Shares on the first day in such two-year period on which the Interested Shareholder acquired any share of such class of Preferred Shares.

The provisions of this subparagraph (b)(2) shall be required to be met with respect to every class of outstanding Preferred Shares, whether or not the Interested Shareholder has previously acquired any shares of a particular class of Preferred Shares.

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(3) The consideration to be received by holders of Common Shares or of a particular class of Preferred Shares shall be in cash or in the same form as the Interested Shareholder has previously paid for shares of each such class of Common Shares or Preferred Shares, respectively. If the Interested Shareholder has paid for shares of any class of Common Shares or Preferred Shares, respectively, with varying forms of consideration, the form of consideration for such class shall be either cash or that form used to acquire the largest number of shares of such class previously acquired by the Interested Shareholder.

(4) After such Interested Shareholder has become an Interested Shareholder and prior to the consummation of such Business Combination: (A) except as approved by a majority of the Continuing Directors, there shall have been no failure to declare and pay at the regular date therefor any full quarterly dividends (whether or not cumulative) on outstanding Preferred Shares; (B) except as approved by a majority of the Continuing Directors, there shall have been (i) no reduction in the annual rate of dividends paid on Common Shares (except as necessary to reflect any subdivision of the Common Shares); and (ii) an increase in such annual rate of dividends as necessary to reflect any reclassification (including any reverse stock split), recapitalization, reorganization or any similar transaction which has the effect of reducing the number of outstanding Common Shares; and (C) such Interested Shareholder shall not have become the beneficial owner of any additional Common or Preferred Shares of the corporation except as part of the transaction which results in such Interested Shareholder becoming an Interested Shareholder. The approval by a majority of the Continuing Directors of any exception to the requirements set forth in clauses (A) and (B) above shall be effective only if obtained at a meeting at which a Continuing Director Quorum is present.

(5) After such Interested Shareholder has become an Interested Shareholder, such Interested Shareholder shall not have received the benefit, directly or indirectly (except proportionately as a shareholder), of any loans, advances, guarantees, pledges or other financial assistance

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or any tax credits or other tax advantages provided by the corporation, whether in anticipation of or in connection with such Business Combination or otherwise.

(6) A proxy or information statement describing the proposed Business Combination and complying with the requirements of the Securities Exchange Act of 1934 and the rules and regulations thereunder (or any subsequent provisions amending or replacing such Act, rules or regulations) shall be mailed to all shareholders of the corporation at least 30 days prior to the

consummation of such Business Combination (whether or not such proxy or information statement is required to be mailed pursuant to such Act, rules, regulations or subsequent provisions).

3. For the purposes of this Article Sixth:

(a) The term "person" shall mean any individual, firm, partnership, corporation or other entity.

(b) The term "Interested Shareholder" shall mean any person (other than the corporation or any Subsidiary and other than any profit-sharing, employee stock ownership or other employee benefit plan of the corporation or of any Subsidiary or any trustee of or fiduciary with respect to any such plan when acting in such capacity) who or which:

(1) is the beneficial owner (as hereinafter defined) of 10% or more of the outstanding Voting Shares; or

(2) is an Affiliate (as hereinafter defined) of the corporation and at any time within the two-year period immediately prior to the date in question was the beneficial owner of 10% or more of the outstanding Voting Shares; or

(3) is an assignee of or has otherwise succeeded to any outstanding Voting Shares which were at any time within the two-year period immediately prior to the date in question beneficially owned by any Interested Shareholder, if such assignment or succession shall have occurred in the course of a transaction or series of transactions not

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involving a public offering within the meaning of the Securities Act of 1933.

(c) A person shall be deemed the "beneficial owner" of any Voting Shares:

(1) which such person or any of its Affiliates or Associates (as hereinafter defined) beneficially owns, directly or indirectly; or

(2) which such person or any of its Affiliates or Associates has, directly or indirectly, (A) the right to acquire (whether such right is exercisable immediately or only after the passage of time), pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise, or (B) the right to vote pursuant to any agreement, arrangement or understanding; or

(3) which are beneficially owned, directly or indirectly, by any other person with which such person or any of its Affiliates or Associates has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of any Voting Shares.

(d) For the purposes of determining whether a person is an Interested Shareholder pursuant to subparagraph (b) of this paragraph 3, the number of Voting Shares deemed to be outstanding shall include shares deemed owned through application of subparagraph (c) of this paragraph 3 but shall not include any other Voting Shares which may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise.

(e) The terms "Affiliate" and "Associate" shall have the respective

meanings ascribed to such terms in Rule 12b-2 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as in effect on March 1, 1984.

(f) The term "Subsidiary" means any corporation of which a majority of any class of equity

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security is owned, directly, or indirectly, by the corporation; provided, however, that for the purposes of the definition of Interested Shareholder set forth in subparagraph (b) of this paragraph 3, the term "Subsidiary" shall mean only a corporation of which a majority of each class of equity security is owned, directly or indirectly, by the corporation.

(g) The term "Continuing Director" means any member of the board of directors of the corporation who is unaffiliated with the Interested Shareholder and was a member of the board of directors prior to the time that the Interested Shareholder became an Interested Shareholder, and any successor of a Continuing Director who is unaffiliated with the Interested Shareholder and is either recommended or elected to succeed a Continuing Director by a majority of Continuing Directors, provided that such recommendation or election shall be effective only if made at a meeting at which a Continuing Director Quorum is present.

(h) The term "Continuing Director Quorum" means that number of Continuing Directors constituting at least two-thirds of the whole authorized number of directors of the corporation, but in any event not fewer than six Continuing Directors, capable of exercising the powers conferred upon them under the provisions of these Amended Articles or the Amended Regulations of the corporation or by law.

(i) The term "Fair Market Value" means: (1) in the case of shares, the highest closing sale price of a share during the 30-day period immediately preceding the date in question on the Composite Tape for New York Stock Exchange-Listed Stocks, or, if the sale price of such share is not quoted on the Composite Tape, on the New York Stock Exchange, or, if such shares are not listed on such Exchange, on the principal United States securities exchange registered under the Securities Exchange Act of 1934 on which such shares are listed, or, if such shares are not listed on any such exchange, the highest closing bid quotation with respect to a share during the 30-day period preceding the date in question on the National Association of Securities Dealers, Inc. Automated Quotations System or any system then in use, or, if no such quotations are

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available, the fair market value on the date in question of such share as determined by the board of directors of the corporation in good faith; and (2) in the case of property other than cash or shares, the fair market value of such property on the date in question as determined in good faith by a majority of Continuing Directors, provided that such determination shall be effective only if made at a meeting at which a Continuing Director Quorum is present.

(j) The term "Common Shares" shall mean Common Shares of the corporation or, where appropriate for purposes of subparagraph (b) of paragraph 2 of this Article Sixth, of Cincinnati Bell Inc. prior to July 1, 1983.

(k) The term "Preferred Shares" shall mean Voting Preferred Shares,

Non-Voting Preferred Shares and any other class of Preferred Shares which may from time to time be authorized in or by these Amended Articles and which by the terms of its issuance is specifically designated "Preferred Shares" for purposes of this Article Sixth.

(1) In the event of any Business Combination in which the corporation survives, the phrase "consideration, other than cash, to be received" as used in subparagraphs (b)(1) and (2) of paragraph 2 of this Article Sixth shall include Common Shares and/or any other Voting Shares retained by the holders of such shares.

4. Nothing contained in this Article Sixth shall be construed to relieve any Interested Shareholder from any fiduciary obligation imposed by law.

5. Notwithstanding any other provisions of these Amended Articles or the Amended Regulations of the corporation (and notwithstanding that a lesser percentage may be specified by law, these Amended Articles or the Amended Regulations of the corporation), the affirmative vote of the holders of at least 80% of the then outstanding Voting Shares, voting as a single class at a meeting of shareholders called for such purpose, shall be required to amend or repeal, or adopt any provisions of these Amended Articles inconsistent with, this Article Sixth; provided, however, that if the board of directors of the corporation has recommended such amendment, repeal or adoption, and if, as of the record date for the

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determination of shareholders entitled to vote thereon, no person is known by the board of directors to be an Interested Shareholder, then the affirmative vote of the holders of only two-thirds of the then outstanding Voting Shares, voting as a single class at a meeting of shareholders called for such purpose, shall be required to amend or repeal, or adopt any provisions inconsistent with, this Article Sixth.

SEVENTH: The corporation, by action of the board of directors and without action by the shareholders, may purchase its shares of any class for the purposes and to the extent permitted by law.

EIGHTH: Notwithstanding any provision of the General Corporation Law of Ohio now or hereafter in effect, no shareholder shall have the right to vote cumulatively in the election of directors. Without limiting the generality of the preceding sentence, no shareholder shall have the right at any time in the election of directors either to give one candidate as many votes as the number of directors to be elected multiplied by the number of his votes equals or to distribute his votes on the same principle among two or more candidates.

NINTH: These Amended Articles of Incorporation supersede and take the place of the existing Amended Articles of Incorporation.

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AMENDED REGULATIONS

CINCINNATI BELL INC.

ARTICLE I - MEETINGS

SECTION 1. ANNUAL MEETING. The annual meeting of shareholders of the corporation shall be held in the fourth month following the close of the corporation's fiscal year on such date as the board of directors may from time to time determine.

SECTION 2. PLACE OF MEETINGS. All meetings of shareholders shall be held at such place within or without the State of Ohio as may be designated in the notice of the meeting.

SECTION 3. QUORUM. At all meetings of shareholders the holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or by proxy, shall constitute a quorum, but no action required by law, the Amended Articles or the Amended Regulations to be authorized or taken by the holders of a designated proportion of the shares of any particular class or of each class, may be authorized or taken by a lesser proportion.

SECTION 4. SPECIAL MEETINGS. Special Meetings of shareholders for any purpose or purposes may be called by the chairman of the board, by the president, by the vice president authorized to exercise the authority of the president in case of the president's absence, death or disability, by resolution of the directors or by resolution of the holders of not less than one-half of the outstanding voting power of the corporation.

ARTICLE II - BOARD OF DIRECTORS

SECTION 1. NUMBER. The number of directors of the corporation, which shall be not less than nine nor more than seventeen, shall be eleven until increased or decreased by the affirmative vote of two-thirds of the whole authorized number of directors or by the affirmative vote of the holders of at least two-thirds of the outstanding voting power of the corporation voting as a single class at a meeting of shareholders called for the purpose of electing directors. No reduction in the number of directors shall have the effect of shortening the term of any incumbent director.

SECTION 2. MEETINGS. An organization meeting of the board of directors may be held, without notice, immediately after the annual meeting of shareholders for the purpose of electing officers, creating an executive committee and attending to such other business as may properly come before the meeting. Additional regular meetings shall be held at such times as the board of directors may from time to time determine.

SECTION 3. PLACE OF MEETINGS. All meetings of the board of directors shall be held at such place within or without the State of Ohio as may be designated in the notice of the meeting.

SECTION 4. REMOVAL. Any director may be removed from office, without assigning cause, by the affirmative vote of the holders of at least two-thirds of the outstanding voting power of the corporation voting as a

single class at a meeting of shareholders called for such purpose.

SECTION 5. VACANCIES. Any vacancy on the board of directors, whether created by an increase in the number of directors, removal of a director, death or resignation of a director or otherwise, may be filled by the remaining directors, though less than a majority of the whole authorized number of directors, by a majority vote, or by the affirmative vote of the holders of at least two-thirds of the outstanding voting power of the corporation voting as a single class at a meeting of shareholders called for such purpose.

ARTICLE III - EXECUTIVE AND OTHER COMMITTEES

SECTION 1. ELECTION AND POWERS. The board of directors shall create an executive committee of not less than three directors, including the chairman of the board, if one has been elected, and the president. The board of directors may appoint one or more directors as alternate members of the executive committee, who may take the place of any absent member or members at any meeting of the executive committee. Subject to such limitations as the board of directors may from time to time prescribe, the executive committee shall have all the powers of the board of directors in the intervals between meetings of the board, other than that of filling vacancies among the directors or in any committee of the directors.

SECTION 2. MEETINGS AND QUORUM. Regular meetings of the executive committee shall be held at such times as the executive committee may from time to time determine, and special meetings of the executive committee may be called by the chairman of the board, if one has been elected, or the president to be held at any time and place and shall be called when any two members of the executive committee so request in writing specifying the purpose of the meeting. A majority of the executive committee shall constitute a quorum for a meeting, and the act of a majority of the members of the executive committee present at a meeting at which a quorum is present shall be the act of the executive committee.

SECTION 3. RECORDS. The executive committee shall keep a full record of its proceedings, and all action by the executive committee shall be reported to the board of directors at its next meeting.

SECTION 4. OTHER COMMITTEES. The board of directors may create such other standing or special committees, to consist of not less than three directors, as it deems desirable. Each such committee shall have such powers and perform such duties as may be delegated to it by the board of directors. A majority of any such committee shall constitute a quorum for a meeting, and the act of a majority of the members of the committee present at a meeting at which a quorum is present shall be the act of the committee.

ARTICLE IV - OFFICERS

SECTION 1. POWERS AND DUTIES. Subject to such limitations as the board of directors may from time to time prescribe, the officers shall each have such powers and perform such duties as generally pertain to their respective offices and such further powers and duties as may be conferred from time to time by the board of directors or, in the case of all officers other than the chief executive officer, by the chief executive officer. The president shall be the chief executive officer except that whenever a chairman of the board

is elected, the board of directors shall designate either the chairman or the president as the chief executive officer.

SECTION 2. BONDS. Any officer or employee may be required to give bond for the faithful discharge of his duties in such sum and with such surety or sureties as the board of directors may from time to time determine. The premium on any such bond or bonds shall be paid by the corporation.

ARTICLE V - INDEMNIFICATION
OF DIRECTORS AND OFFICERS

The corporation shall, to the full extent permitted by the General Corporation Law of Ohio, indemnify all persons whom it may indemnify pursuant thereto.

ARTICLE VI - CERTIFICATES FOR SHARES

If any certificate for shares of the corporation is lost, stolen or destroyed, a new certificate may be issued upon such terms or under such rules as the board of directors may from time to time determine or adopt.

ARTICLE VII - SEAL

The seal of the corporation shall be in such form as the board of directors may from time to time determine.

ARTICLE VIII - ALTERATION,
AMENDMENT OR REPEAL

These Amended Regulations may be altered, amended or repealed only by the affirmative vote of the holders of at least two-thirds of the outstanding voting power of the corporation voting as a single class at a meeting of shareholders called for such purpose, unless such alteration, amendment or repeal is recommended by the affirmative vote of two-thirds of the whole authorized number of directors, in which case these Amended Regulations may be altered, amended or repealed by the affirmative vote of the holders of a majority of the outstanding voting power of the corporation voting as a single class at a meeting of shareholders called for such purpose.

Frost & Jacobs
2500 PNC Center
201 East Fourth Street
Cincinnati OH 45201-5715
513-651-6800

June 3, 1997

Cincinnati Bell Inc.
201 East Fourth Street
Cincinnati, Ohio 45202

Re: Cincinnati Bell Inc. Form S-8 Registration Statement
1997 Long Term Incentive Plan

Gentlemen:

We are counsel for Cincinnati Bell Inc., an Ohio corporation (the "Company"), which is named as the registrant in the Registration Statement on Form S-8 which is being filed on or about June 3, 1997 with the Securities and Exchange Commission (the "Commission") for the purpose of registering under the Securities Act of 1933, as amended (the "Act"), 15,000,000 common shares, par value \$1.00 per share (the "Common Shares"), of the Company offered pursuant to the 1997 Cincinnati Bell Inc. Long Term Incentive Plan (the "Plan").

As counsel for the Company, we have participated in the preparation of the Registration Statement. In addition, we are generally familiar with the records and proceedings of the Company. Furthermore, we have examined and relied on the originals or copies, certified or otherwise identified to our satisfaction, of corporate records or documents of the Company and such representations of officers of the Company as we have deemed appropriate.

With respect to the Common Shares registered pursuant to such Registration Statement as filed and as it may be amended, it is our opinion the Common Shares when issued pursuant to the Plan (or when issued and paid for pursuant to the options to be granted pursuant to the Plan) will be validly issued, fully paid and non-assessable.

We hereby consent to the filing of this opinion with the Commission.

Very truly yours,

/s/ Frost & Jacobs

CONSENT OF INDEPENDENT ACCOUNTANTS

We consent to the incorporation by reference in this registration statement on Form S-8 of our report dated February 14, 1997, on our audits of the consolidated financial statements and financial statement schedules of Cincinnati Bell Inc. and subsidiaries as of December 31, 1996 and 1995, and for each of the three years in the period ended December 31, 1996.

/s/ Coopers & Lybrand L.L.P.

Coopers & Lybrand, L.L.P.
Cincinnati, Ohio
May 30, 1997

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 ACT OF 1933, AS AMENDED, AND THE RULES AND REGULATIONS THEREUNDER, A REGISTRATION STATEMENT FOR THE CINCINNATI BELL INC. 1997 LONG TERM INCENTIVE PLAN ON FORM S-8; 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 REGISTRATION STATEMENT ON FORM S-8, 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 30TH DAY OF MAY, 1997.

/s/ John F. Barrett

JOHN F. BARRETT
DIRECTOR

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

ON THE 30TH DAY OF MAY, 1997, 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 30TH DAY OF MAY, 1997.

/s/ Mary Janet Edwards

NOTARY PUBLIC

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 ACT OF 1933, AS AMENDED, AND THE RULES AND REGULATIONS THEREUNDER, A REGISTRATION STATEMENT FOR THE CINCINNATI BELL INC. 1997 LONG TERM INCENTIVE PLAN ON FORM S-8; 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 REGISTRATION STATEMENT ON FORM S-8, 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 30TH DAY OF MAY, 1997.

/s/ Phillip R. Cox

PHILLIP R. COX
DIRECTOR

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

ON THE 30TH DAY OF MAY, 1997, PERSONALLY APPEARED BEFORE ME PHILLIP R. COX, 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 30TH DAY OF MAY, 1997.

/s/ Mary Janet Edwards

NOTARY PUBLIC

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 ACT OF 1933, AS AMENDED, AND THE RULES AND REGULATIONS THEREUNDER, A REGISTRATION STATEMENT FOR THE CINCINNATI BELL INC. 1997 LONG TERM INCENTIVE PLAN ON FORM S-8; 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 REGISTRATION STATEMENT ON FORM S-8, 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 30TH DAY OF MAY, 1997.

/s/ William A. Friedlander

WILLIAM A. FRIEDLANDER
DIRECTOR

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

ON THE 30TH DAY OF MAY, 1997, 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 30TH DAY OF MAY, 1997.

/s/ Mary Janet Edwards

NOTARY PUBLIC

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 ACT OF 1933, AS AMENDED, AND THE RULES AND REGULATIONS THEREUNDER, A REGISTRATION STATEMENT FOR THE CINCINNATI BELL INC. 1997 LONG TERM INCENTIVE PLAN ON FORM S-8; AND

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IN WITNESS WHEREOF, THE UNDERSIGNED HAS HEREUNTO SET HIS HAND THIS 30TH DAY OF MAY, 1997.

/s/ Brian H. Rowe

BRIAN H. ROWE
DIRECTOR

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

ON THE 30TH DAY OF MAY, 1997, PERSONALLY APPEARED BEFORE ME BRIAN H. ROWE, 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 30TH DAY OF MAY, 1997.

/s/ Mary Janet Edwards

NOTARY PUBLIC

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 ACT OF 1933, AS AMENDED, AND THE RULES AND REGULATIONS THEREUNDER, A REGISTRATION STATEMENT FOR THE CINCINNATI BELL INC. 1997 LONG TERM INCENTIVE PLAN ON FORM S-8; AND

WHEREAS, THE UNDERSIGNED IS A DIRECTOR OF THE COMPANY;

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IN WITNESS WHEREOF, THE UNDERSIGNED HAS HEREUNTO SET HIS HAND THIS 30TH DAY OF MAY, 1997.

/s/ David B. Sharrock

DAVID B. SHARROCK
DIRECTOR

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

ON THE 30TH DAY OF MAY, 1997, 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 30TH DAY OF MAY, 1997.

/s/ Mary Janet Edwards

NOTARY PUBLIC

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 ACT OF 1933, AS AMENDED, AND THE RULES AND REGULATIONS THEREUNDER, A REGISTRATION STATEMENT FOR THE CINCINNATI BELL INC. 1997 LONG TERM INCENTIVE PLAN ON FORM S-8; 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 REGISTRATION STATEMENT ON FORM S-8, 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 30TH DAY OF MAY, 1997.

/s/ Roger L. Howe

ROGER L. HOWE
DIRECTOR

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

ON THE 30TH DAY OF MAY, 1997, PERSONALLY APPEARED BEFORE ME ROGER L. HOWE, 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 30TH DAY OF MAY, 1997.

/s/ Mary Janet Edwards

NOTARY PUBLIC

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 ACT OF 1933, AS AMENDED, AND THE RULES AND REGULATIONS THEREUNDER, A REGISTRATION STATEMENT FOR THE CINCINNATI BELL INC. 1997 LONG TERM INCENTIVE PLAN ON FORM S-8; AND

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IN WITNESS WHEREOF, THE UNDERSIGNED HAS HEREUNTO SET HIS HAND THIS 30TH DAY OF MAY, 1997.

/s/ Robert P. Hummel

ROBERT P. HUMMEL
DIRECTOR

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

ON THE 30TH DAY OF MAY, 1997, 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 30TH DAY OF MAY, 1997.

/s/ Mary Janet Edwards

NOTARY PUBLIC

POWER OF ATTORNEY

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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 ACT OF 1933, AS AMENDED, AND THE RULES AND REGULATIONS THEREUNDER, A REGISTRATION STATEMENT FOR THE CINCINNATI BELL INC. 1997 LONG TERM INCENTIVE PLAN ON FORM S-8; AND

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IN WITNESS WHEREOF, THE UNDERSIGNED HAS HEREUNTO SET HIS HAND THIS 30TH DAY OF MAY, 1997.

/s/ James D. Kiggen

JAMES D. KIGGEN
DIRECTOR

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

ON THE 30TH DAY OF MAY, 1997, 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 30TH DAY OF MAY, 1997.

/s/ Mary Janet Edwards

NOTARY PUBLIC

POWER OF ATTORNEY

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IN WITNESS WHEREOF, THE UNDERSIGNED HAS HEREUNTO SET HIS HAND THIS 30TH DAY OF MAY, 1997.

/s/ John T. LaMacchia

JOHN T. LAMACCHIA
DIRECTOR

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

ON THE 30TH DAY OF MAY, 1997, 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 30TH DAY OF MAY, 1997.

/s/ Mary Janet Edwards

NOTARY PUBLIC

POWER OF ATTORNEY

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IN WITNESS WHEREOF, THE UNDERSIGNED HAS HEREUNTO SET HIS HAND THIS 30TH DAY OF MAY, 1997.

/s/ Charles S. Mechem, Jr.

CHARLES S. MECHEM, JR.
DIRECTOR

STATE OF OHIO)
) SS:

COUNTY OF HAMILTON)

ON THE 30TH DAY OF MAY, 1997, PERSONALLY APPEARED BEFORE ME CHARLES S. MECHEM, 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 30TH DAY OF MAY, 1997.

/s/ Mary Janet Edwards

NOTARY PUBLIC

POWER OF ATTORNEY

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WHEREAS, THE UNDERSIGNED IS A DIRECTOR OF THE COMPANY;

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IN WITNESS WHEREOF, THE UNDERSIGNED HAS HEREUNTO SET HER HAND THIS 30TH DAY OF MAY, 1997.

/s/ Mary D. Nelson

MARY D. NELSON
DIRECTOR

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

ON THE 30TH DAY OF MAY, 1997, 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 30TH DAY OF MAY, 1997.

/s/ Mary Janet Edwards

NOTARY PUBLIC

POWER OF ATTORNEY

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WHEREAS, THE UNDERSIGNED IS A DIRECTOR OF THE COMPANY;

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IN WITNESS WHEREOF, THE UNDERSIGNED HAS HEREUNTO SET HIS HAND THIS 30TH DAY OF MAY, 1997.

/s/ James F. Orr

JAMES F. ORR
DIRECTOR

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

ON THE 30TH DAY OF MAY, 1997, PERSONALLY APPEARED BEFORE ME JAMES F. ORR, 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 30TH DAY OF MAY, 1997.

/s/ Mary Janet Edwards

NOTARY PUBLIC

CINCINNATI BELL INC.
1997 LONG TERM INCENTIVE PLAN

1. PURPOSE.

The purpose of the Cincinnati Bell Inc. 1997 Long Term Incentive Plan (the "Plan") is to further the long term growth of Cincinnati Bell Inc. (the "Company") by offering competitive incentive compensation related to long term performance goals to those employees of the Company and its subsidiaries who will be largely responsible for planning and directing such growth. The Plan is also intended as a means of reinforcing the commonality of interest between the Company's shareholders and the employees who are participating in the Plan and as an aid in attracting and retaining employees of outstanding abilities and specialized skills. The Plan shall become effective on the date on which it is approved by the shareholders of the Company (the "Effective Date").

2. ADMINISTRATION.

2.1 The Plan shall be administered by the Compensation Committee (the "Committee") of the Company's Board of Directors (the "Board"). The Committee shall consist of at least three members of the Board (a) who are neither officers nor employees of the Company, (b) who are "disinterested persons" within the meaning of Rule 16b-3 under the Securities Exchange Act of 1934, as amended (the "1934 Act"), and who are "outside directors" within the meaning of section 162(m)(4)(C) of the Internal Revenue Code of 1986, as amended (the "Code").

2.2 Subject to the limitations of the Plan, the Committee shall have the sole and complete authority (a) to select from the salaried employees of the Company and its subsidiaries those employees who shall participate in the Plan ("Participants"), (b) to make awards in such forms and amounts as it shall determine and to cancel or suspend awards, (c) to impose such limitations, restrictions and conditions upon awards as it shall deem appropriate, (d) to interpret the Plan and to adopt, amend and rescind administrative guidelines and other rules and regulations relating to the Plan and (e) to make all other determinations and to take all other actions necessary or advisable for the proper administration of the Plan. Determinations of fair market value under the Plan shall be made in accordance with the methods and procedures established by the Committee. The Committee's determinations on matters within its authority shall be conclusive and binding on the Company and all other parties.

2.3 The Committee may delegate to one or more Senior Managers or to one or more committees of Senior Managers the right to make awards to employees who are not officers or directors of the Company.

3. TYPES OF AWARDS.

Awards under the Plan may be in any one or more of the following: (a) stock options, including incentive stock options ("ISOs"), (b) stock appreciation rights ("SARs"), in tandem with stock options or free-standing, (c) restricted stock, (d) performance shares and performance units conditioned upon meeting performance criteria and (e) other awards based in whole or in part by reference to or otherwise based on Company Common Shares, \$1.00 par value ("Common Shares"), or other securities of the Company or any of its subsidiaries ("other stock unit awards"). In connection with any award or any deferred award, payments may also be made representing dividends or interest or other equivalent. No awards shall be made under the Plan after ten years from the Effective Date.

4. SHARES SUBJECT TO PLAN.

Subject to adjustment as provided in Section 13 below, two percent (2%) of the Company's outstanding Common Shares as of the first day of each calendar year during which the Plan is in effect shall be available for award under the Plan in such year; provided, however, that for calendar year 1997, the number of Common Shares available for award under the Plan shall be the sum of (a) one percent (1%) of the Company's outstanding Common Shares as of

January 1, 1997 plus (b) the number of Common Shares available for award under the Cincinnati Bell Inc. 1988 Long Term Incentive Plan and the Cincinnati Bell Inc. 1989 Stock Option Plan (the "Predecessor Plans") immediately prior to the Effective Date. Common

4. SHARES SUBJECT TO PLAN. (CONTINUED)

Shares available in any year which are not used for awards under the Plan shall be available for award in subsequent years. Notwithstanding the foregoing, subject to adjustment as provided in Section 13 below, the total number of Common Shares available under the Plan for awards of ISOs shall not exceed twenty-five percent (25%) of the total number of Common Shares available for all awards over the ten year life of the Plan and the total number of Common Shares available for awards under the Plan to any one Participant shall not exceed ten percent (10%) of the total number of Common Shares available for all awards over the ten year life of the Plan. In the future, if another company is acquired, any Common Shares covered by or issued as result of the assumption or substitution of outstanding grants of the acquired company shall not be deemed issued under the Plan and shall not be subtracted from the Common Shares available for grant under the Plan. The Common Shares deliverable under the Plan may consist in whole or in part of authorized and unissued shares or treasury shares. If any Common Shares subject to any award are forfeited, or the award is terminated without issuance of Common Shares or other consideration, the Common Shares subject to such awards shall again be available for grant pursuant to the Plan.

5. STOCK OPTIONS.

All stock options granted under the Plan shall be subject to the following terms and conditions:

5.1 The Committee may, from time to time, subject to the provisions of the Plan and such other terms and conditions as the Committee may prescribe, grant to any Participant options to purchase Common Shares, which options may be options that comply with the requirements for incentive stock options set forth in section 422 of the Code ("ISOs") or options which do not comply with such requirements ("NSOs") or both. The grant of an option shall be evidenced by a signed written agreement ("Stock Option Agreement") containing such terms and conditions as the Committee may from time to time prescribe.

5.2 The purchase price per Common Share of options granted under the Plan shall be determined by the Committee but shall not be less than 100% of the fair market value of the Common Shares on the date the option is granted.

5.3 Unless otherwise prescribed by the Committee in the Stock Option Agreement, each option granted under the Plan shall be for a period of ten years, shall be exercisable in whole or in part after the commencement of the second year of its specified term and may therefore be exercised in whole or in part before it terminates under the provisions of the Stock Option Agreement. The Committee shall establish procedures governing the exercise of options and shall require that written notice of exercise be given and that the option price be paid in full in cash at the time of exercise. The Committee may permit a Participant, in lieu of part or all of the cash payment, to make payment in Common Shares or other property valued at fair market value on the date of exercise, as partial or full payment of the option price. As soon as practicable after receipt of each notice and full payment, the Company shall deliver to the Participant a certificate or certificates representing the acquired Common Shares.

5.4 Any ISO granted under the Plan shall be exercisable upon the date or dates specified in the Stock Option Agreement, but not earlier than one year after the date of grant of the ISO and not later than 10 years after the date of grant of the ISO, provided that the aggregate fair market value, determined as of the date of grant, of Common Shares for which ISOs are exercisable for the first time during any calendar year as to any Participant shall not exceed the maximum limitations in section 422A of the Code. Notwithstanding any other provisions of the Plan to the contrary, no individual will be eligible for or granted an ISO if, at the time the option

is granted, that individual owns (directly or indirectly, within the meaning of section 424(d) of the Code) stock of the Company possessing more than 10% of the total combined voting power of all classes of stock of the Company or of any of its subsidiaries.

6. STOCK APPRECIATION RIGHTS.

6.1 A SAR may be granted free-standing or in tandem with new options or after the grant of a related option which is not an ISO. The SAR shall represent the right to receive payment of a sum not to exceed the

6. STOCK APPRECIATION RIGHTS. (CONTINUED)

amount, if any, by which the fair market value of the Common Shares on the date of exercise of the SAR (or, if the Committee shall so determine in the case of any SAR not related to an ISO, any time during a specified period before the exercise date) exceeds the grant price of the SAR.

6.2 The grant price (which shall not be less than the fair market value of the Common Shares on the date of the grant) and other terms of the SAR shall be determined by the Committee.

6.3 Payment of the amount to which a Participant is entitled upon the exercise of a SAR shall be made in cash, Common Shares or other property or in a combination thereof, as the Committee shall determine. To the extent that payment is made in Common Shares or other property, the Common Shares or other property shall be valued at fair market value on the date of exercise of the SAR.

6.4 Unless otherwise determined by the Committee, any related option shall no longer be exercisable to the extent the SAR has been exercised and the exercise of an option shall cancel the related SAR to the extent of such exercise.

7. RESTRICTED STOCK.

Common Shares awarded as restricted stock may not be disposed of by the recipient until certain restrictions established by the Committee lapse. Recipients of restricted stock are not required to provide consideration other than the rendering of services or the payment of any minimum amount required by law, unless the Committee otherwise elects. The Participant shall have, with respect to Common Shares awarded as restricted stock, all of the rights of a shareholder of the Company, including the right to vote the Common Shares, and the right to receive any cash dividends, unless the Committee shall otherwise determine. Upon termination of employment during the restricted period, all restricted stock shall be forfeited, subject to such exceptions, if any, as are authorized by the Committee, as to termination of employment, retirement, disability, death or special circumstances.

8. PERFORMANCE SHARES AND UNITS.

8.1 The Committee may award to any Participant Performance Shares and Performance Units ("Performance Award"). Each Performance Share shall represent, as the Committee shall determine, one Common Share or other security. Each Performance Unit shall represent the right of a Participant to receive an amount equal to the value determined in the manner established by the Committee at time of award. Recipients of Performance Awards are not required to provide consideration other than the rendering of service, unless the Committee otherwise elects.

8.2 Each Performance Award under the Plan shall be evidenced by a signed written agreement containing such terms and conditions as the Committee may determine.

8.3 The performance period for each award of Performance Shares and Performance Units shall be of such duration as the Committee shall establish at the time of award ("Performance Period"). There may be more than one award in existence at any one time, and Performance Periods may differ. The performance criteria for each Performance Period shall be determined by the

Committee.

8.4 The Committee may provide that amounts equivalent to dividends paid shall be payable with respect to each Performance Share awarded, and that amounts equivalent to interest at such rates as the Committee may determine shall be payable with respect to amounts equivalent to dividends previously credited to the Participant. The Committee may provide that amounts equivalent to interest at such rates as the Committee may determine shall be payable with respect to Performance Units.

8.5 Payments of Performance Shares and any related dividends, amounts equivalent to dividends and amounts equivalent to interest may be made in a lump sum or in installments, in cash, property or in a combination thereof, as the Committee may determine. Payment of Performance Units and any related amounts equivalent to interest may be made in a lump sum or in installments, in cash, property or in a combination thereof, as the Committee may determine.

9. OTHER STOCK UNIT AWARDS.

9.1 The Committee is authorized to grant to Participants, either alone or in addition to other awards granted under the Plan, awards of Common Shares or other securities of the Company or any subsidiary of the Company and other awards that are valued in whole or in part by reference to, or are otherwise based on, Common Shares or other securities of the Company or any subsidiary of the Company ("other stock unit awards"). Other stock unit awards may be paid in cash, Common Shares, other property or in a combination thereof, as the Committee shall determine.

9.2 The Committee shall determine the Participants to whom other stock unit awards are to be made, the times at which such awards are to be made, the number of shares to be granted pursuant to such awards and all other conditions of such awards. The provisions of other stock unit awards need not be the same with respect to each recipient. The Participant shall not be permitted to sell, assign, transfer, pledge, or otherwise encumber the Common Shares or other securities prior to the later of the date on which the Common Shares or other securities are issued, or the date on which any applicable restrictions, performance or deferral period lapses. Common Shares (including securities convertible into Common Shares) and other securities granted pursuant to other stock unit awards may be issued for no cash consideration or for such minimum consideration as may be required by applicable law. Common Shares (including securities convertible into Common Shares) and other securities purchased pursuant to purchase rights granted pursuant to other stock unit awards may be purchased for such consideration as the Committee shall determine, which price shall not be less than the fair market value of such Common Shares or other securities on the date of grant, unless the Committee otherwise elects.

10. NONASSIGNABILITY OF AWARDS.

No award granted under the Plan shall be assigned, transferred, pledged or otherwise encumbered by a Participant, otherwise than (a) by will, (b) by designation of a beneficiary after death, (c) by the laws of descent and distribution or (d) to the extent permitted by the Committee, by gift. Each award shall be exercisable during the Participant's lifetime only by the Participant or, if permissible under applicable law, by the Participant's guardian or legal representative or, in the case of a gift permitted by the Committee, by the recipient of the gift.

11. DEFERRALS OF AWARDS.

The Committee may permit Participants to defer the distribution of all or part of any award in accordance with such terms and conditions as the Committee shall establish.

12. PROVISIONS UPON CHANGE OF CONTROL.

In the event of a Change in Control occurring on or after the Effective Date, the provisions of this Section 12 will supersede any conflicting provisions of the Plan.

12.1 In the event of a Change in Control, all outstanding stock options and SARs under Sections 5 and 6 of the Plan shall become exercisable in full and the restrictions otherwise applicable to any common shares awarded as restricted stock under Section 7 of the Plan shall lapse; further, unless the Committee shall revoke such an entitlement prior to a Change in Control, any optionee who is deemed by the Committee to be a statutory officer ("insider") for purposes of Section 16 of the 1934 Act shall be entitled to receive in lieu of exercise of any stock option, to the extent that it is then exercisable, a cash payment in an amount equal to the difference between the aggregate price of such option, or portion thereof, and (a) in the event of a tender offer or similar event, the final offer price per share paid for Common Shares times the number of Common Shares covered by the option or portion thereof, or (b) the aggregate value of the Common Shares covered by the stock option.

In the event of a tender offer in which fewer than all Common Shares which are validly tendered in compliance with such offer are purchased or exchanged, then only that portion of the Common Shares covered by a stock option as results from multiplying such Common Shares by a fraction, the numerator of which is the number of Common Shares acquired pursuant to the offer and the denominator of which is the

12. PROVISIONS UPON CHANGE OF CONTROL. (CONTINUED)

number of Common Shares tendered in compliance with such offer, shall be used to determine the payment thereupon. To the extent that all or any portion of a stock option shall be affected by this provision, all or such portion of the stock option shall be terminated.

12.2 In the event of a Change in Control, a pro rata portion of all outstanding awards under Sections 8 and 9 of the Plan, whether in the form of Performance Shares or Units, shall be paid to each Participant within five business days of such Change in Control. The pro rata portion of such awards to be paid shall equal the full present value of each such award as of the first day of the month in which such Change in Control occurs multiplied by a ratio, the numerator of which shall equal the number of full and partial months (including the month in which any Change in Control occurs) since the date of the award and the denominator of which shall equal the number of months in the applicable performance period.

12.3 For purposes of this Section 12, a "Change in Control" of the Company means and shall be deemed to occur if:

- (a) a tender shall be made and consummated for the ownership of 30% or more of the outstanding voting securities of the Company;
- (b) the Company 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 Company, other than affiliates (within the meaning of the 1934 Act) of any party to such merger or consolidation, as the same shall have existed immediately prior to such merger or consolidation;
- (c) the Company shall sell substantially all of its assets to another corporation which is not a wholly owned subsidiary;
- (d) a person, within the meaning of Section 3(a)(9) or of Section 13(d)(3) of the 1934 Act, shall acquire 20% or more of the outstanding voting securities of the Company (whether directly, indirectly, beneficially or of record), or a person, within the meaning of Section 3(a)(9) or Section 13(d)(3) of the 1934 Act, controls in any manner the election of a majority of the directors of the Company; or
- (e) within any period of two consecutive years commencing on or after the

effective date of the Plan, individuals who at the beginning of such period constitute the Board 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 by 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)(1)(i) pursuant to the 1934 Act.

12.4 In the event of a Change in Control, the provisions of this Section 12 may not be amended on or subsequent to the Change in Control in any manner whatsoever which would be adverse to one or more Participants without the consent of each Participant who would be so affected; provided, however, the Board may make minor or administrative changes to this Section 12 or changes to conform to applicable legal requirements.

13. ADJUSTMENTS.

13.1 In the event of any change affecting the Common Shares by reason of any stock dividend or split, recapitalization, merger, consolidation, spin-off, combination or exchange of shares or other corporate change, or any distributions to common shareholders other than cash dividends, the Committee shall make such substitution or adjustment in the aggregate number or class of shares which may be distributed

13. ADJUSTMENTS. (CONTINUED)

under the Plan and in the number, class and option price or other price of shares subject to the outstanding awards granted under the Plan as it deems to be appropriate in order to maintain the purpose of the original grant.

13.2 The Committee shall be authorized to make adjustments in performance award criteria or in the terms and conditions of other awards in recognition of unusual or non-recurring events affecting the Company or its financial statements or changes in applicable laws, regulations or accounting principles. The Committee may correct any defect, supply any omission or reconcile any inconsistency in the Plan or any award in the manner and to the extent it shall deem desirable to carry it into effect.

14. BOARD OF DIRECTORS.

Notwithstanding any other provisions hereof to the contrary, the Board may assume responsibilities otherwise assigned to the Committee and may amend, alter or discontinue the Plan or any portion thereof at any time, provided that no such action shall impair the rights of a Participant without the Participant's consent and provided that no amendment shall be made without shareholder approval which shall (a) increase the total number of shares reserved for issuance pursuant to the Plan; (b) change the class of eligible Participants; or (c) materially increase the benefits under the Plan.

15. WITHHOLDING.

To the extent required by applicable federal, state, local or foreign law, the recipient of an award under the Plan shall make arrangements satisfactory to the Company for the satisfaction of any withholding obligations that arise in connection with the award and the Company shall have the right to withhold from any cash award the amount necessary, or retain from any award in the form of Common Shares a sufficient number of Common Shares, to satisfy the applicable withholding tax obligation. Unless otherwise provided in the applicable award agreement, a Participant may satisfy any tax withholding obligation by any of the following means or any combination thereof: (a) by a cash payment to the Company, (b) by delivering to the Company Common Shares owned by the Participant or (c) with the consent of the Committee, by authorizing the Company to retain a portion of the Common Shares otherwise issuable to the Participant pursuant to the exercise or vesting of the award.

16. PREDECESSOR PLANS.

The Plan is intended to supersede the Predecessor Plans for all awards made after the Effective Date. Awards under the Predecessor Plans which are outstanding on the Effective Date will not be affected by the Plan, provided that the Committee, in its discretion, may permit transfers by gift of options granted under the Predecessor Plans, subject to such terms and conditions as the Committee may prescribe.