

SECURITIES AND EXCHANGE COMMISSION
 Washington, D.C. 20549

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

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

Delaware
 (State or other jurisdiction of
 incorporation or organization)

04-2949533
 (I.R.S. Employer
 Identification No.)

1515 Broadway
 New York, New York 10036
 (212) 258-6000
 (Address and phone number of principal executive offices, including zip code)

Viacom Inc. 2000 Long-Term Management Incentive Plan
 Viacom Inc. 1997 Long-Term Management Incentive Plan
 Viacom Inc. 2000 Stock Option Plan for Outside Directors
 BET Holdings II Inc. Restated Stock Option Agreement with Robert L. Johnson
 BET Holdings II Inc. Restated Stock Option Agreement with Debra L. Lee

(Full titles of the plans)

Michael D. Fricklas, Esq.
 Executive Vice President,
 General Counsel and Secretary
 Viacom Inc.
 1515 Broadway
 New York, New York 10036
 (212) 258-6000
 (Name, address and telephone number of agent for service)

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
Class B Common Stock, par value \$.01 per share	85,609,892	\$52.80(2)	\$4,520,202,297.60	\$1,130,050.57
	46,000	\$66.58(3)	\$ 3,062,680.00	\$ 765.67
	2,766,750	\$59.01(3)	\$ 163,265,917.50	\$ 40,816.48
	11,133,905	\$52.92(3)	\$ 589,206,252.60	\$ 147,301.56
	14,739,000	\$55.20(3)	\$ 813,592,800.00	\$ 203,398.20
	842,377	\$34.50(3)	\$ 29,062,006.50	\$ 7,265.50
	862,077	\$15.20(3)	\$ 13,103,570.40	\$ 3,275.89
	121,105	\$ 3.17(3)	\$ 383,902.85	\$ 95.98
	22,107	\$ 3.09(3)	\$ 68,310.63	\$ 17.08
	49,735	\$ 4.10(3)	\$ 203,913.50	\$ 50.98
	1,065,162	\$ 4.28(3)	\$ 4,558,893.36	\$ 1,139.72
	323,279	\$ 5.48(3)	\$ 1,771,568.92	\$ 442.89
	117,581,389		\$6,138,482,113.86	\$1,534,620.52

(1) Represents an aggregate of 100,000,000 shares of Class B Common Stock, par value \$.01 per share (the "Class B Common Stock") of Viacom Inc. (the "Registrant") available for issuance under the Viacom Inc. 2000 Long-Term Management Incentive Plan, 15,000,000 shares of Class B Common Stock available for issuance under the Viacom Inc. 1997 Long-Term Management Incentive Plan, 1,000,000 shares of Class B Common Stock available for issuance under the Viacom Inc. 2000 Stock Option Plan for Outside Directors, 1,085,885 shares of Class B Common Stock available for issuance under the BET Holdings II Inc. Restated Stock Option Agreement with Robert L. Johnson, and 495,503 shares of Class B Common Stock available for issuance under the BET Holdings II Inc. Restated Stock Option Agreement with Debra L. Lee. In addition, this Registration Statement shall also cover any additional shares of Class B Common Stock which become issuable under the plans being registered pursuant to this Registration Statement by reason of any stock dividend, stock split, recapitalization or any other similar transaction effected without the receipt of consideration which results in an increase in the number of

the Registrant's outstanding shares of Class B Common Stock.

- (2) Pursuant to Rule 457(h) of the Securities Act, the Proposed Maximum Offering Price Per Share and the Proposed Maximum Aggregate Offering Price for a total of 85,609,892 shares of Class B Common Stock are estimated solely for the purpose of calculating the registration fee and are based on the average of the high and low prices of the of the Class B Common Stock on the New York Stock Exchange consolidated reporting system on February 6, 2001.
- (3) Pursuant to Rules 457(c) and 457(h) of the Securities Act, the Proposed Maximum Offering Price Per Share and the Proposed Maximum Aggregate Offering Price for a total of 31,971,497 shares of Class B Common Stock subject to currently outstanding options are based on the per share weighted average exercise price of the stock options.

Page 1 of 9

Exhibit Index Appears on Page 9

Part I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.*

Item 2. Registrant Information and Employee Plan Annual Information.*

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* Information required by Part I to be contained in the Section 10(a) prospectus is omitted from this Registration Statement in accordance with Rule 428 under the Securities Act and the "Note" to Part I of Form S-8.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents, which have been filed with or furnished to the Securities and Exchange Commission (the "Commission") by the Registrant and CBS Corporation are incorporated herein by reference and made part of this Registration Statement:

(a) The Registrant's Annual Report on Form 10-K for the year ended December 31, 1999, as amended by Amendment No. 1 to the Annual Report on Form 10-K/A dated April 28, 2000;

(b) The Registrant's Quarterly Reports on Form 10-Q for the periods ending March 31, 2000, June 30, 2000 and September 30, 2000;

(c) The Registrant's Current Reports on Form 8-K or Form 8-K/A filed May 4, 2000, July 17, 2000, August 3, 2000, August 15, 2000, October 31, 2000, November 3, 2000, December 4, 2000, January 5, 2001 and January 8, 2001;

(d) The description of the Registrant's Class B Common Stock contained in the Registrant's Proxy Statement filed on November 24, 1999; and

(e) The CBS Corporation Annual Report on Form 10-K for the fiscal year ended December 31, 1999, as amended by Form 10-K/A filed April 28, 2000.

In addition, all documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities and Exchange Act of 1934 (the "Exchange Act") subsequent to the effective date of this Registration Statement, prior to the filing of a post-effective amendment to this Registration Statement indicating that all securities offered hereby have been sold or deregistering all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents. Any statement contained herein or in any document incorporated or deemed to be incorporated by reference herein 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 other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed to constitute a part of this Registration Statement, except as so modified or superseded.

Item 4. Description of Securities.

Not Applicable.

Item 5. Interests of Named Experts and Counsel.

None.

Item 6. Indemnification of Directors and Officers.

Section 102(b)(7) of the Delaware General Corporation Law ("DGCL") allows a corporation to include in its certificate of incorporation a provision eliminating the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except in cases where the director breached his duty of loyalty to the corporation or its stockholders, failed to act in good faith, engaged in intentional misconduct or a knowing violation of the law, willfully or negligently authorized the unlawful payment of a dividend or approved an unlawful stock redemption or repurchase or obtained an improper personal benefit. The Registrant's Restated Certificate of Incorporation (the "Viacom Charter") contains provisions that eliminate directors' personal liability, in certain circumstances.

Section 1 of Article VI of the Viacom Charter provides that the Registrant shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Registrant) by reason of the fact that he is or was a director, officer, employee or agent of the Registrant, or is or was serving at the request of the Registrant as a director, officer, employee or agent (including trustee) of another corporation, partnership, joint venture, trust or other enterprise, against judgments, fines, amounts paid in settlement and expenses (including attorneys' fees), actually and reasonably incurred by him in connection with such action, suit or proceedings if he acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Registrant, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Registrant, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2 of Article VI of the Viacom Charter provides that the Registrant shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Registrant to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Registrant, or is or was serving at the request of the Registrant as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Registrant, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Registrant unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability and in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which the court shall deem proper.

Section 4 of Article VI of the Viacom Charter provides that any indemnification made pursuant to the above provisions (unless ordered by a court) shall be made by the Registrant only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct as set forth above. Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (1) by a majority vote of the directors who are not parties to such action, suit or proceedings, even though less than a quorum, or (2) by a committee of such directors designated by a majority vote of such directors, even though less than a quorum, or (3) if there are no

such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (4) by the stockholders of the Registrant entitled to vote thereon.

The Viacom Charter provides that to the extent that a present or former director, officer, employee or agent of the Registrant has been successful on the merits or otherwise in defense of any action, suit or proceeding referred above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by that person in connection therewith. The indemnification and advancement of expenses provided by, or granted pursuant to, the indemnification provisions of the Viacom Charter shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any statute, by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in that person's official capacity and as to action in another capacity while holding such office. Without limiting the foregoing, the Registrant is authorized to enter into an agreement with any director, officer, employee or agent of the Registrant providing indemnification for such person against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement that result from any threatened pending or completed actions, suit or proceeding, whether civil, criminal, administrative or investigative, including any action by or in the right of the Registrant, that arises by reason of the fact that such person is or was a director, officer, employee or agent of the Registrant, or is or was serving at the request of the Registrant as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, to the full extent allowed by law, except that no such agreement shall provide for indemnification for any actions that constitute fraud, actual dishonesty or willful misconduct.

The Registrant may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Registrant, or is or was serving at the request of the Registrant as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Registrant would have the power to indemnify him against such liability under the provisions of Article VI of the Viacom Charter.

Pursuant to Section 7 of Article VI of the Viacom Charter, the Registrant has purchased certain liability insurance for its officers and directors as permitted by Section 145(g) of the DGCL.

Item 7. Exemption from Registration Claimed.

Not Applicable.

Item 8. Exhibits.

See Exhibit Index.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement 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;

(2) That, for the purpose of determining any liability under the Securities Act, 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.

(3) 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.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in this 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.

(c) Insofar as indemnification for liabilities arising under the Securities Act 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 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 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 by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant 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 New York, State of New York, on this 9th day of February, 2001.

VIACOM INC.

By: /s/Michael D. Fricklas

Michael D. Fricklas
Executive Vice President,
General Counsel and Secretary

Pursuant to the requirements of the Securities Act of 1933, this Registration statement on Form S-8 has been signed by the following persons in the capacities indicated on the 9th day of February, 2001.

SIGNATURE

TITLE

*

George S. Abrams

Director

*

David R. Andelman

Director

*

George H. Conrades

Director

*

Philippe P. Dauman

Director

/s/ Susan C. Gordon

Susan C. Gordon

Vice President, Controller and
Chief Accounting Officer
(Principal Accounting Officer)

*

William H. Gray III

Director

/s/ Mel Karmazin

Mel Karmazin

Director, President and Chief
Operating Officer

*

Jan Leschly

Director

*

David T. McLaughlin

Director

*

Leslie Moonves

Director

*

Ken Miller

Director

*

Brent D. Redstone

Director

*

Shari Redstone

Director

/s/ Sumner M. Redstone

Sumner M. Redstone

Director, Chairman of the Board
and Chief Executive Officer
(Principal Executive Officer)

/s/ Fredric G. Reynolds

Fredric G. Reynolds

Executive Vice President and
Chief Financial Officer (Principal
Financial Officer)

*

Frederic V. Salerno

Director

*

William Schwartz

Director

*

Ivan Seidenberg

Director

*

Patty Stonesifer

Director

*

Robert D. Walter

Director

/s/ Michael D. Fricklas

* By Michael D. Fricklas as Power of Attorney

Exhibit Index

Exhibit No.	Description of Document
4.1	Restated Certificate of Incorporation of Viacom Inc. (incorporated by reference to Exhibit 3(a) to the Annual Report on Form 10-K of the Registrant for the fiscal year ended December 31, 1999 (File No. 1-578600)).
4.2	By-laws of Viacom Inc. (incorporated by reference to Exhibit 3.3 to the Registrant's Registration Statement on Form S-4 filed by the Registrant (File No. 33-13812)).
4.3	Viacom Inc. 2000 Long-Term Management Incentive Plan, (incorporated by reference to Exhibit A to the Registrant's Definitive Proxy Statement dated June 5, 2000).
4.4	Viacom Inc. 1997 Long-Term Management Incentive Plan (as amended and restated through July 29, 1999 as further amended and restated through September 6, 1999 and as further amended and restated through May 25, 2000) (incorporated by reference to Exhibit B to the Registrant's Definitive Proxy Statement dated June 5, 2000).
4.5	Viacom Inc. 2000 Stock Option Plan for Outside Directors (incorporated by reference to Exhibit A to the Registrant's Definitive Proxy Statement dated June 5, 2000).
4.6*	BET Holdings II Inc. Restated Stock Option Agreement with Robert L. Johnson.
4.7*	BET Holdings II Inc. Restated Stock Option Agreement with Debra L. Lee.
5.1*	Opinion of Michael D. Fricklas, Executive Vice President, General Counsel and Secretary of the Registrant, as to the legality of the securities being registered.
23.1*	Consent of PricewaterhouseCoopers LLP.
23.2*	Consent of KPMG LLP.
23.3	Consent of Michael D. Fricklas, Executive Vice President, General Counsel and Secretary of the Registrant (included in Exhibit 5.1).
24*	Powers of Attorney.

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* Filed herewith.

BET HOLDINGS II, INC.
 RESTATED STOCK OPTION AGREEMENT

THIS RESTATED STOCK OPTION AGREEMENT, dated as of July 30, 1998, is made between BET HOLDINGS II, INC. (the "Company") and Robert L. Johnson (the "Optionee").

WITNESSETH:

WHEREAS, BET Holdings, Inc. has previously issued certain stock options ("Original Options") to the Optionee to purchase shares of Class A common stock of BET Holdings, Inc.; and

WHEREAS, the Company shall be the ultimate parent corporation in connection with the Agreement and Plan of Merger among Robert L. Johnson, Liberty Media Corporation, BTV Acquisition Corporation and BET Holdings, Inc.; and

WHEREAS, the Original Options previously issued to the Optionee by BET Holdings, Inc. shall become options ("Company Options") to acquire Common Stock ("Common Stock") in the Company, as the ultimate parent of the corporate group which previously included BET Holdings, Inc., pursuant to the terms and conditions of this Restated Stock Option Agreement, it being the intention of the parties to fully vest the Original Options, to cause the Options used to restate such Original Options to have an initial value on the date of restatement equal to the differential between (i) Sixty-Three Dollars (\$63.00) multiplied by the number of shares of Class A Common Stock which could otherwise have been purchased pursuant to the exercise of such cancelled Original Options and (ii) the aggregate exercise price attributable to all such cancelled Original Options, and to allow the restatement of such Original Options into Options hereunder in such manner as shall satisfy the requirements of Section 424(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements herein set forth, the parties mutually covenant and agree as follows:

1. Ratification of Outstanding Original Options. Pursuant to the Agreement and Plan of Merger, options to purchase Two Hundred and Sixty-Two Thousand (262,000) shares of the Class A common stock of BET Holdings, Inc. held by the Eligible Executive which remain outstanding as of the date of the transactions contemplated in the Agreement and Plan of Merger (the "Remaining Options") shall, pursuant to this Agreement and Plan of Merger, remain outstanding following the merger. Such Remaining Options, by virtue of the merger and the reorganization transactions following the merger, shall constitute Company Options to purchase Two Hundred and Sixty-Two Thousand (262,000) shares of the Common Stock. The Company Options shall be deemed to have been issued pursuant to the BET Holdings, Inc. 1991 Executive Stock Option Plan, as amended and restated through July 30, 1998 into the BET Holdings II, Inc. 1998 Executive Stock Option Plan (the "Plan"), the provisions of which are hereby incorporated by reference. The Plan is hereby adopted and assumed by the Company and the Company hereby assumes the obligations in respect of the Company Options. The exercise price per share,

the remaining term of each Company Option and the characteristic of each Company Option as an Incentive Stock Option or as a Nonqualified Option are set forth below:

Number of Shares Subject to Company Options	Exercise Price Per Company Option	Expiration Date	Incentive Stock Option (ISO) or Nonqualified Stock Option (NO)
o 12,000	\$17.00	10/29/01	12,000 NQ
o 172,000	\$17.75	07/12/05	172,000 NQ
o 78,000	\$22.70	12/09/06	78,000 NQ

No portion of the above-referenced Company Options may be exercised prior to the expiration of six (6) months from the date of this Restated Stock Option Agreement, as set forth above.

2. Terms and Conditions. In addition to the characteristics of the Company Options set forth in the above chart, it is understood and agreed that each Company Option is subject to the following terms and conditions in addition to any terms and conditions of the Plan that are not restated herein (any such terms being incorporated herein by reference):

(a) Exercise of Option. Any exercise shall be accompanied by a written notice to the Company specifying the number of shares as to which the Company Option is being exercised. Such written notice shall be substantially in the form of Exhibit A attached hereto. Notation of any partial exercise shall be made by the Committee on Schedule I hereto.

(b) Payment of Purchase Price Upon Exercise. At the time of any

exercise and within the discretion of the Committee, the purchase price of the Common Stock shall be paid by the Optionee to the Company in cash or with Common Stock (including shares acquired pursuant to the exercise of an Option) having a total Fair Market Value, as determined by the Committee, equal to the purchase price, or a combination of cash and Common Stock having a total fair market value equal to the purchase price.

(c) Nontransferability. The Company Options shall not be transferable other than by will or by the laws of descent and distribution. During the lifetime of the Optionee, the Company Options shall be exercisable only by the Optionee.

(d) No Rights as Shareholder. The Optionee shall have no rights as a shareholder with respect to any shares of Common Stock subject to the Company Options prior to the date of issuance to him of a certificate or certificates for such shares.

(e) Investment Representation. The Committee may require the Optionee (or such other person to whom the Company Options may be transferred in accordance with the terms of this Agreement and the Plan) to deliver to the Committee at the time the Company Options or any portion of the Company Options is exercised, a written representation that the shares to be acquired upon such exercise are to be acquired for investment and not for resale or with a view to distribution thereof and/or that Optionee or such other person will comply with such restrictions as may be necessary to satisfy the requirements of the federal or state securities law. Delivery of the representation required by this section shall be a condition precedent to the

right of the Optionee or such other person to purchase any shares of Common Stock under this Agreement.

3. Optionee Bound by Plan. Optionee hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all the terms and provisions thereof, including the terms and provisions adopted after the granting of these Company Options but prior to the complete exercise thereof.

4. Notices. Any notice hereunder to the Company shall be addressed to it at its office, 1900 W Place, N.E., Washington, D.C. 20018, Attention: General Counsel, and any notice hereunder to Optionee shall be addressed to him at 1900 W Place, N.E., Washington, D.C. 20018, subject to the right of either party to designate at any time hereafter in writing some other address.

5. Counterparts. This Agreement has been executed in two counterparts each of which shall constitute one and the same instrument.

6. Headings. Any headings preceding the text of the sections of this Agreement are inserted for convenience of reference only, and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

7. Interpretations. Any dispute or disagreement which may arise under or as a result of or pursuant to this Agreement shall be determined by the Committee in its sole discretion, and any interpretation by the Committee of the terms of this Agreement shall be final, binding and conclusive. All rights under this Agreement shall be governed and construed in accordance with the laws of the state of Delaware.

IN WITNESS WHEREOF, BET Holdings II, Inc. has caused this Agreement to be executed by an appropriate officer and Optionee has executed this Agreement, both as to the day and year first above written.

BET HOLDINGS II, INC.

By: /s/ Byron Marchant

Title: Senior Vice President and Chief
Administrative Officer

/s/ Robert L. Johnson

Optionee

BET HOLDINGS II, INC.
 RESTATED STOCK OPTION AGREEMENT

THIS RESTATED STOCK OPTION AGREEMENT, dated as of July 30, 1998, is made between BET HOLDINGS II, INC. (the "Company") and Debra L. Lee (the "Eligible Executive").

WITNESSETH:

WHEREAS, BET Holdings, Inc. has previously issued certain stock options ("Original Options") to the Eligible Executive to purchase shares of Class A common stock of BET Holdings, Inc.; and

WHEREAS, the Company shall be the ultimate parent corporation in connection with the Agreement and Plan of Merger among Robert L. Johnson ("Johnson"), Liberty Media Corporation ("Liberty"), BTV Acquisition Corporation and BET Holdings, Inc.; and

WHEREAS, pursuant to such Agreement and Plan of Merger and this Agreement, one-half of the outstanding Original Options held by the Eligible Executive as of the effective date of the transactions contemplated in the Agreement and Plan of Merger shall be cancelled and the Eligible Executive shall become entitled to receive in respect thereof a cash payment, which cash payment shall be determined by reference to the differential between (i) Sixty-Three Dollars (\$63.00) multiplied by the number of shares of common stock of BET Holdings, Inc. which could otherwise have been purchased pursuant to the exercise of such cancelled Original Options and (ii) the aggregate exercise price attributable to all such cancelled Original Options; and

WHEREAS, the Original Options previously issued to the Eligible Executive by BET Holdings, Inc. which are not so cancelled shall become options ("Company Options") to acquire Common Stock ("Common Stock") in the Company, as the ultimate parent of the corporate group which previously included BET Holdings, Inc., pursuant to the terms and conditions of this Restated Stock Option Agreement, it being the intention of the parties to fully vest the remaining Original Options, to cause the Options used to restate such Original Options to have an initial value on the date of restatement equal to the differential between (i) Sixty-Three Dollars (\$63.00) multiplied by the number of shares of Class A common stock of BET Holdings, Inc. which could otherwise have been purchased pursuant to the exercise of such cancelled Original Options and (ii) the aggregate exercise price attributable to all such cancelled Original Options, to subject any stock acquired pursuant to the exercise of such remaining Original Options to certain terms and conditions as more fully set forth herein and to allow the restatement of such remaining Original Options into Options hereunder in such manner as shall satisfy the requirements of Section 424(a) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, in consideration of the premises and of the covenants and agreements herein set forth, the parties mutually covenant and agree as follows:

1. Ratification of Outstanding Original Options. Pursuant to the Agreement and Plan of Merger, outstanding options to purchase One Hundred Nineteen Thousand Five Hundred and Fifty-Four (119,554) shares of Class A common stock of BET Holdings, Inc. held by the

Eligible Executive shall be cancelled (the "Cancelled Options") and the Eligible Executive shall become entitled to receive in respect of such Cancelled Options a cash payment equal to the difference between (i) Sixty-Three Dollars (\$63.00) multiplied by the number of shares of Class A common stock which could have been purchased by the Eligible Executive upon exercise of the Cancelled Options and (ii) the aggregate exercise price of all Cancelled Options. The options to purchase One Hundred Nineteen Thousand Five Hundred and Fifty-Four (119,554) shares of Class A common stock which are not being cancelled (the "Remaining Options") shall, pursuant to this Agreement and Plan of Merger, remain outstanding following the merger. Such Remaining Options shall, by virtue of the merger and the reorganization transactions following the merger, constitute Company Options to purchase One Hundred Nineteen Thousand Five Hundred and Fifty-Four (119,554) shares of Common Stock. The Company Options shall be deemed to have been issued pursuant to the BET Holdings, Inc. 1991 Executive Stock Option Plan, as amended and restated through July 30, 1998 in the form of the BET Holdings II, Inc. 1998 Executive Stock Option Plan (the "Plan"), the provisions of which are hereby incorporated by reference. The Plan is hereby adopted and assumed by the Company and the Company hereby assumes the obligations in respect of the Company Options. The exercise price per share, the remaining term of each Company Option and the characteristic of each Company Option as an Incentive Stock Option or as a Nonqualified Option are set forth below:

Number of Company Shares Subject to Company Options	Exercise Price Per Company Option	Expiration Date	Incentive Stock Option (ISO) or Nonqualified Stock Option (NQ)
-----	-----	-----	-----

0	29,220	\$13.125	11/20/02	29,220 ISO
0	5,334	\$12.800	04/22/04	5,334 NQ
0	85,000	\$17.750	07/12/05	85,000 NQ

No portion of the above-referenced Company Options may be exercised prior to the expiration of six (6) months from the date of this Restated Stock Option Agreement, as set forth above.

The purchase price of the shares of Common Stock to be acquired through the exercise of any Company Option intending to be an Incentive Stock Option is based upon the Fair Market Value of the Common Stock, as defined by the Plan, as of the date on which the Company Option was originally granted. (The parties agree that any Company Options previously issued which are not described above have been cancelled and the Eligible Executive has received a cash payment equal to the value of such cancelled Company Options.)

2. Terms and Conditions. In addition to the characteristics of the Company Options set forth in the above chart, it is understood and agreed that each Company Option is subject to the following terms and conditions in addition to any terms and conditions of the Plan that are not restated herein (any such terms being incorporated herein by reference):

a. Sales of Stock.

i. Restrictions on Transferability. In addition to the voting restrictions established pursuant to the BET Holdings II, Inc. Voting Trust Agreement ("Voting Trust Agreement") referred to in Paragraph 2(f) below, the Eligible Executive understands and agrees that any shares of Common Stock acquired pursuant to an exercise of a Company Option shall be subject to the restrictions set forth in that certain Stockholders' Agreement Term Sheet ("Stockholders' Agreement") and that certain Letter Agreement dated September 11, 1997, both of which are attached hereto as Exhibit A, and to which the Eligible Executive consents and the Eligible Executive further acknowledges and agrees that each of Johnson and Liberty shall be entitled to take any and all actions determined in his or its sole discretion, including, but not limited to, transactions involving Johnson and Liberty. More specifically, the Eligible Executive acknowledges and agrees that voting restrictions set forth in Section 2 of such Stockholders' Agreement shall be applicable to the shares of Common Stock issuable upon exercise of a Company Option during the term of such Stockholders' Agreement, including, without limitation, following the date such stock is released from the Voting Trust Agreement. In addition, the Eligible Executive acknowledges and agrees to be bound by Section 3 of such Stockholders' Agreement entitled "Fundamental Matters." The Eligible Executive also acknowledges that she is not a party and has no rights under the Stockholders' Agreement as in effect on July 30, 1998.

In lieu of the specific restrictions on transfer of shares of Common Stock set forth in Section 4 of the above-referenced Stockholders' Agreement, shares of Common Stock issued to the Eligible Executive upon exercise of the Company Options shall have the rights and be subject to the restrictions set forth below:

A. For a period of three (3) years commencing upon the acquisition of any shares of Common Stock upon exercise of all or any portion of this Company Option, the Eligible Executive may not sell, transfer, assign, give, pledge, hypothecate or otherwise dispose of, directly or indirectly (a "Transfer"), any such shares of Common Stock other than in a Permitted Transfer. As a condition to the completion of each Permitted Transfer, the person or entity to whom the shares of Common Stock are Transferred shall be required to execute a written instrument, reasonably satisfactory to the Company, agreeing to become subject to the terms and conditions of this Agreement.

B. A "Permitted Transfer" shall mean any of the following Transfers:

(1) A Transfer by the Eligible Executive of shares of Common Stock, without consideration, in any of the following situations:

(a) A Transfer to, or in trust for the benefit of, members of her immediate family (consisting of her parents, spouse, siblings, children, and grandchildren) or an entity wholly-owned by the Eligible Executive and/or members of the Eligible Executive's immediate family.

(b) A Transfer to a legal representative in the event the Eligible Executive is adjudicated mentally incompetent.

(2) A Transfer of Common Stock consented to in writing by the Company.

The above-referenced three (3) year restriction shall apply separately with respect to each share of Common Stock acquired in connection with the exercise of any portion of the Company Options ratified herein.

ii. Right of First Refusal. In lieu of the "Right of First Refusal" set forth in Section 5 of the above-referenced Stockholders' Agreement, the Eligible Executive shall be subject to a Right of First Refusal as set forth below and shall not be permitted to transfer any shares of Common Stock (other than through a transfer which is a "Permitted Transfer" as defined above) except pursuant to a Third Party Offer, as described below, with respect to which the following procedures have been followed:

A. If an Eligible Executive has received a bona fide offer from an unaffiliated third party (a "Third Party Offer") to purchase for cash all or any portion consisting of a least ten percent (10%) of her shares of Common Stock, which offer the Eligible Executive desires to accept, the Eligible Executive shall notify each of the Company, Liberty and Johnson of such Third Party Offer to purchase such shares of Common Stock for cash and the material terms thereof. Such notice (the "Offer Notice") shall constitute an offer (the "Offer") by the Eligible Executive to the Company, Liberty and Johnson to purchase all, but not less than all, of the shares of Common Stock which the Eligible Executive desires to sell for the same consideration as such Third Party Offer.

B. If any of the Company, Liberty or Johnson desires to accept such Offer, such person or entity (an "Accepting Offeree") shall notify the Eligible Executive and each other offeree of its or his acceptance within thirty (30) days of the date of delivery of the Offer Notice. Thereafter, the Company, Johnson and Liberty shall make the allocations provided for in Section 2(b) and deliver a subsequent notice to the Eligible Executive specifying the number of shares to be purchased by each such Accepting Offeree. Such notice shall constitute the Accepting Offeree's agreement, subject to the receipt of any applicable governmental consent or approval, to purchase such shares of Common Stock for the consideration contained in the Offer Notice. The closing of any such purchase shall occur on the 30th day following the delivery of the original notice of acceptance.

(1) In payment for the shares being purchased, each Accepting Offeree shall execute a promissory note with the principal thereof payable in a single balloon amount payable upon the earlier to occur of ten (10) years from the date of such note or ten (10) days from the date of closing of any initial public offering involving the Common Stock. The promissory note shall bear interest at a rate equal to one percent (1%) in

excess of the prime rate of interest in effect on the date of execution of the promissory note, as published in The Wall Street Journal on the Friday preceding the date of execution and may be prepaid at any time without penalty. Interest shall be payable on a quarterly basis. Each Accepting Offeree's promissory note shall be the sole obligation of the maker thereof.

(2) In connection with the determination of the relative rights of the members or within the group constituting the Company, Liberty and Johnson, the following principles shall apply:

(a) The Company shall have the initial right to accept the offer in its entirety and may assign any portion of such right to any qualified retirement plan then in existence on behalf of employees of the Company or its affiliates. In the event that the Company does not choose to accept the offer in its entirety, any shares of Common Stock which are not acquired by the Company shall be made available to Liberty and Johnson, each of whom shall have a right to purchase one-half (1/2) of the shares of Common Stock not purchased by the Company. If either Liberty or Johnson does not choose to purchase all of the shares of Common Stock then made available to Liberty or Johnson, as the case may be, the other party shall have the right to purchase any such shares not so purchased by such party.

(b) If none of the Company, Liberty and Johnson accept such Offer, the Eligible Executive shall be entitled to sell such offered shares of Common Stock pursuant to such Third Party Offer, provided that (i) the closing of such transaction occurs within 120 days of the date of delivery of the Offer Notice and (ii) the terms and conditions of such sale (including price) are no less favorable to the Eligible Executive than the terms and conditions set forth in the Offer Notice. An unaffiliated third party purchaser acquiring shares of Common Stock in accordance with the foregoing procedures shall acquire such shares free and clear of any obligations, and shall have no rights under this Agreement. Upon any sale of shares pursuant to the Right of First Refusal set forth herein, the Eligible Executive shall provide customary representations and warranties to the Accepting Offerees as to the ownership of the shares being sold and that such shares are free and clear of all liens, pledges, security interests and other encumbrances.

(3) The Right of First Refusal procedure set forth herein shall expire on the date of consummation of the initial public offering of the Common Stock (the "IPO").

iii. Registration Rights. The Eligible Executive shall have piggyback registration rights in connection with any initial public offering of the shares of Common Stock subject to any requirements imposed by the underwriters.

iv. Tag-Along Requirement. In the event of a sale to a third party by Johnson and Liberty of all of their ownership interests in shares of Common Stock prior to the date of the IPO, any shares of Common Stock acquired by the Eligible Executive pursuant to the prior exercise of the Company Options and any remaining Company Options shall be sold to the same third party, on comparable and appropriate economic terms and conditions.

b. Expiration Date. Except as otherwise provided in the Plan and this Agreement, the Company Options ratified hereby may be exercised by the Eligible Executive in whole or in part from time to time, during the period beginning on the expiration of six (6) months from the date of this Agreement and ending on the earlier of (i) the expiration date set forth in Section 1 above or (ii) three (3) months after the date on which the Eligible Executive ceases to be employed by the Company or any Subsidiary Company as such term is defined in the Plan (the "Option Period"). The Company Options shall expire at the end of the Option Period.

c. Exercise of Company Option. Any exercise shall be accompanied by a written notice to the Company specifying the number of shares of Common Stock as to which the Company Option is being exercised. Such written notice shall be substantially in the form of Exhibit B attached hereto. Notation of any partial exercise shall be made by the Compensation Committee of the Board of Directors of the Company (the "Committee") on Schedule I hereto.

d. Payment of Purchase Price Upon Exercise. At the time of any exercise and within the discretion of the Committee, the purchase price of the shares of Common Stock shall be paid by the Eligible Executive to the Company in cash or with shares of Common Stock (including shares acquired pursuant to the exercise of a Company Option) having a total Fair Market Value, as determined by the Committee, equal to the purchase price, or a combination of cash and shares of Common Stock having a total fair market value equal to the purchase price.

e. Nontransferability. The Company Options ratified hereby shall not be transferable other than by will or by the laws of descent and distribution. During the lifetime of the Eligible Executive, the Company Options shall be exercisable only by the Eligible Executive.

f. No Rights as Shareholder and Agreement to Enter into Voting Trust Agreement. The Eligible Executive shall have no rights as a shareholder with respect to any shares of Common Stock subject to the Company Options ratified hereby prior to the date of issuance to her of a certificate or certificates for such shares. In addition, the Eligible Executive agrees that any shares of Common Stock acquired before the earlier of (i) July 30, 2008 or (ii) the date of the IPO, shall be reissued in the name of the then current Voting Trustee, under the Voting Trust Agreement attached hereto as Exhibit C

and that as a condition to the ratification of the Company Options hereunder, the Eligible Executive shall execute such Voting Trust Agreement.

g. Investment Representation. The Committee may require the Eligible Executive (or such other person to whom the Company Option may be transferred in accordance with the terms of this Agreement and the Plan) to deliver to the Committee at the time the Company Options ratified hereby or any portion of such Company Options is exercised, a written representation that the shares of Common Stock to be acquired upon such exercise are to be acquired for investment and not for resale or with a view to distribution thereof and/or that Eligible Executive or such other person will comply with such restrictions as may be necessary to satisfy the requirements of the federal or state securities law. Delivery of the representation required by this section shall be a condition precedent to the right of the Eligible Executive or such other person to purchase any shares of Common Stock under this Agreement.

3. Eligible Executive Bound by Plan and Legended Stock Certificates. The Eligible Executive hereby acknowledges receipt of a copy of the Plan and the Stockholders' Agreement and agrees to be bound by all the terms and provisions thereof, including the terms and provisions adopted after the ratification of these Company Options but prior to the complete exercise thereof. In addition, the Eligible Executive acknowledges that any shares of Common Stock issued in connection with the exercise of a Company Option ratified herein shall be marked with a restrictive legend which references the conditions and limitations imposed on such shares of Common Stock by this Agreement.

4. Notices. Any notice hereunder to the Company shall be addressed to it at its office, 1900 W Place, N.E., Washington D.C. 20018, Attention: General Counsel, any notice hereunder to the Eligible Executive shall be addressed to her at _____, any notice hereunder to Liberty shall be addressed to it at 8101 E. Prentice Avenue, Suite 500, Englewood, CO 80111, Attention: President, and any notice hereunder to Johnson shall be addressed to him at his office, 1900 W Place, N.E., Washington, D.C. 20018, subject to the right of any such person or entity to designate at any time hereafter in writing some other address.

5. Counterparts. The Agreement has been executed in two counterparts each of which shall constitute one and the same instrument.

6. Headings. Any headings preceding the text of the sections of this Agreement are inserted for convenience of reference only, and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

7. Interpretations. Any dispute or disagreement which may arise under or as a result of or pursuant to this Agreement shall be determined by the Committee in its sole discretion, and any interpretation by the Committee of the terms of this Agreement shall be final, binding and conclusive. All rights under this Agreement shall be governed and construed in accordance with the laws of the state of Delaware.

IN WITNESS WHEREOF, BET Holdings II, Inc. has caused this Agreement to be executed by an appropriate officer and the Eligible Executive has executed this Agreement, both as of the day and year first above written.

BET HOLDINGS II, INC.

By: /s/ Byron Marchant

Title: Senior Vice President and
Chief Administrative Officer

/s/ Debra L. Lee

Eligible Executive

Exhibit B

BET HOLDINGS II, INC.
1900 W Place, N.E.
Washington, D.C. 20018
Attention:

Notice of Exercise of Stock Option
and Record of Stock Transfer

I hereby exercise the identified portion of the Option ratified by BET Holdings II, Inc. (the "Company") in a Restated Stock Option Agreement dated July 30, 1998, subject to all the terms and provisions thereof and of the BET Holdings II, Inc. 1998 Executive Stock Option Plan referred to therein, and notify you of my desire to purchase _____ shares of Common Stock of the Company ("Common Stock") which were offered to me pursuant to said Restated Stock Option Agreement, as follows:

Number of Shares	Option Price Per Share	Incentive Stock Option or Nonqualified
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[Enclosed is my [certified] check in the sum of _____ in full payment for such shares.] [Enclosed are certificates of Common Stock having a fair market value, as determined by the Compensation Committee of the Board of Directors of BET Holdings II, Inc., equal to the purchase price of such shares.]

I hereby represent that the _____ shares of Common Stock to be delivered to me pursuant to the above-mentioned exercise of the Restated Stock Option on _____ are being acquired by me as an investment and not with a view to, or for sale in connection with, the distribution of any thereof and that such shares shall bear an appropriate legend reflecting the conditions and limitations set forth in the Restated Stock Option Agreement. I further understand that such

shares shall be subject to a Voting Trust Agreement and I agree to execute such documents as may be necessary to effectuate such result.

DATED: _____, 19 ____.

Employee's Signature

Receipt is hereby acknowledged of the delivery to me by BET Holdings II, Inc. on _____ of stock certificates for _____ shares of Common Stock of BET Holdings II, Inc. purchased by me pursuant to the terms and conditions of the BET Holdings II, Inc. 1998 Executive Stock Option Plan referred to above (the "Plan"), which shares were transferred to me on the Company's stock record books on _____. [I hereby direct that such stock certificates be reissued in the name of Robert L. Johnson, as Voting Trustee of the Voting Trust established in accordance with the Plan in accordance with the terms of my Restated Stock Option Agreement.]

Employee

February 9, 2001

Viacom Inc.
1515 Broadway
New York, NY 10036

Dear Sirs:

I am the Executive Vice President, General Counsel and Secretary of Viacom Inc. ("Viacom"). I am delivering this opinion in connection with the Registration Statement (the "Registration Statement") of Viacom filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Act"), with respect to the registration on Form S-8 of 117,581,389 shares (the "Shares") of Viacom's Class B Common Stock, par value \$.01 per share (the "Common Stock") to be offered and sold under the following plans (the "Plans"):

Stock Option Plans

- o Viacom Inc. 2000 Long-Term Management Incentive Plan
- o Viacom Inc. 1997 Long-Term Management Incentive Plan
- o Viacom Inc. 2000 Stock Option Plan for Outside Directors
- o BET Holdings II Inc. Restated Stock Option Agreement with Robert L. Johnson
- o BET Holdings II Inc. Restated Stock Option Agreement with Debra L. Lee

In connection with the foregoing, I or members of my legal staff (my "Staff") have examined the Registration Statement, the Plans, and the originals, or copies certified to my or my Staff's satisfaction, of such records, documents, certificates and other instruments as I or my Staff have deemed necessary or appropriate to enable me to render the opinion expressed below. As to questions of fact material to the opinion expressed below, I or my Staff have, when relevant facts were not independently established by me or them, relied upon certificates of officers of Viacom or other evidence satisfactory to me or my Staff. In all such examinations, I or my Staff have assumed the genuineness of all signatures on original and certified documents, the authenticity of all documents submitted to me or my Staff as original documents and the conformity to original or certified documents submitted to me or my Staff as copies.

I am a member of the bar of the State of New York and the opinion expressed herein is limited to matters controlled by the laws of the State of New York and the General Corporation Law of the State of Delaware.

Based upon the foregoing, it is my opinion that the Shares have been duly authorized by Viacom and, when (a) issued and delivered by Viacom in accordance with the terms of the relevant Plan and (b) paid for in full in accordance with the terms of the relevant Plan, the Shares will be validly issued, fully paid and non-assessable.

I hereby consent to the filing of this opinion as an exhibit to the Registration Statement.

Very truly yours,

/s/ Michael D. Fricklas

Michael D. Fricklas

PRICEWATERHOUSE COOPERS

Pricewaterhouse Coopers LLP
1301 Avenue of the Americas
New York, NY 10019-6013
Telephone (212) 259-1000
Facsimile (212) 259-1301

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Viacom Inc. of our report dated February 10, 2000, except for the second and third paragraphs of note 2, which are as of March 21, 2000 relating to the financial statements and financial statement schedules, which appears in Viacom Inc.'s Annual Report on Form 10-K for the year ended December 31, 1999.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP

New York, New York
February 6, 2001

KPMG

345 Park Avenue
New York, NY 10154

CONSENT OF INDEPENDENT ACCOUNTANTS

We consent to the use of our report dated January 25, 2000, except as to note 20, which is as of March 21, 2000, appearing on page 30 of CBS Corporation's Form 10-K for the year ended December 31, 1999; and our report dated March 21, 2000, appearing on page 67 of CBS Corporation's Form 10-K for the year ended December 31, 1999; incorporated by reference in this Registration Statement of Viacom Inc.

/s/KPMG LLP

KPMG LLP
New York, NY
February 9, 2001

VIACOM INC.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS that the undersigned director of VIACOM INC., (the "Company"), hereby constitutes and appoints Michael D. Fricklas and Mark C. Morrill, and each of them, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign (1) a registration statement or statements on Form S-8, or such other form as may be recommended by counsel, to be filed with the Securities and Exchange Commission (the "Commission"), and any and all amendments and post-effective amendments thereto, and any and all post-effective amendments to registration statements or statements on Form S-8 previously filed with the Commission, and any and all instruments and documents filed as a part of or in connection with the said registration statement or amendments thereto, with respect to the Company's benefit and incentive plans, and (2) any registration statements, reports and applications relating thereto to be filed by the Company with the Commission and/or any national securities exchanges under the Securities Exchange Act of 1934, as amended, and any and all amendments thereto, and any and all instruments and documents filed as part of or in connection with such registration statements or reports or amendments thereto; granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully for all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that the said attorney-in-fact and agent, shall do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto signed my name this 20th day of December, 2000.

/s/ William H. Gray, III

William H. Gray, III

VIACOM INC.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS that the undersigned director of VIACOM INC., (the "Company"), hereby constitutes and appoints Michael D. Fricklas and Mark C. Morrill, and each of them, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign (1) a registration statement or statements on Form S-8, or such other form as may be recommended by counsel, to be filed with the Securities and Exchange Commission (the "Commission"), and any and all amendments and post-effective amendments thereto, and any and all post-effective amendments to registration statements or statements on Form S-8 previously filed with the Commission, and any and all instruments and documents filed as a part of or in connection with the said registration statement or amendments thereto, with respect to the Company's benefit and incentive plans, and (2) any registration statements, reports and applications relating thereto to be filed by the Company with the Commission and/or any national securities exchanges under the Securities Exchange Act of 1934, as amended, and any and all amendments thereto, and any and all instruments and documents filed as part of or in connection with such registration statements or reports or amendments thereto; granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully for all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that the said attorney-in-fact and agent, shall do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto signed my name this 20th day of December, 2000.

/s/ George S. Abrams

George S. Abrams

VIACOM INC.

Power of Attorney

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IN WITNESS WHEREOF, I have hereunto signed my name this 20th day of December, 2000.

/s/ David R. Andelman

David R. Andelman

VIACOM INC.

Power of Attorney

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IN WITNESS WHEREOF, I have hereunto signed my name this 20th day of December, 2000.

/s/ George H. Conrades

George H. Conrades

VIACOM INC.

Power of Attorney

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IN WITNESS WHEREOF, I have hereunto signed my name this 20th day of December, 2000.

/s/ Philippe P. Dauman

Philippe P. Dauman

VIACOM INC.

Power of Attorney

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IN WITNESS WHEREOF, I have hereunto signed my name this 20th day of December, 2000.

/s/ Jan Leschly

Jan Leschly

VIACOM INC.

Power of Attorney

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IN WITNESS WHEREOF, I have hereunto signed my name this 20th day of December, 2000.

/s/ David T. McLaughlin

David T. McLaughlin

VIACOM INC.

Power of Attorney

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IN WITNESS WHEREOF, I have hereunto signed my name this 20th day of December, 2000.

/s/ Ken Miller

Ken Miller

VIACOM INC.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS that the undersigned director of VIACOM INC., (the "Company"), hereby constitutes and appoints Michael D. Fricklas and Mark C. Morril, and each of them, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign (1) a registration statement or statements on Form S-8, or such other form as may be recommended by counsel, to be filed with the Securities and Exchange Commission (the "Commission"), and any and all amendments and post-effective amendments thereto, and any and all post-effective amendments to registration statements or statements on Form S-8 previously filed with the Commission, and any and all instruments and documents filed as a part of or in connection with the said registration statement or amendments thereto, with respect to the Company's benefit and incentive plans, and (2) any registration statements, reports and applications relating thereto to be filed by the Company with the Commission and/or any national securities exchanges under the Securities Exchange Act of 1934, as amended, and any and all amendments thereto, and any and all instruments and documents filed as part of or in connection with such registration statements or reports or amendments thereto; granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully for all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that the said attorney-in-fact and agent, shall do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto signed my name this 20th day of December, 2000.

/s/ Leslie Moonves

Leslie Moonves

VIACOM INC.

Power of Attorney

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IN WITNESS WHEREOF, I have hereunto signed my name this 20th day of December, 2000.

/s/ Brent D. Redstone

Brent D. Redstone

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IN WITNESS WHEREOF, I have hereunto signed my name this 20th day of December, 2000.

/s/ Shari Redstone

Shari Redstone

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Power of Attorney

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IN WITNESS WHEREOF, I have hereunto signed my name this 20th day of December, 2000.

/s/ Frederic V. Salerno

Frederic V. Salerno

VIACOM INC.

Power of Attorney

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IN WITNESS WHEREOF, I have hereunto signed my name this 20th day of December, 2000.

/s/ William Schwartz

William Schwartz

VIACOM INC.

Power of Attorney

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IN WITNESS WHEREOF, I have hereunto signed my name this 20th day of December, 2000.

/s/ Ivan Seidenberg

Ivan Seidenberg

VIACOM INC.

Power of Attorney

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IN WITNESS WHEREOF, I have hereunto signed my name this 20th day of December, 2000.

/s/ Patty Stonesifer

Patty Stonesifer

VIACOM INC.

Power of Attorney

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IN WITNESS WHEREOF, I have hereunto signed my name this 20th day of December, 2000.

/s/ Robert Walter

Robert Walter