

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 8-K

Current Report Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (date of earliest event reported): July 30, 1996

VIACOM INC.

Exact name of registrant as specified in its charter

Delaware	1-9553	04-2949533
----- (State or other jurisdiction of incorporation)	----- Commission File Number)	----- (I.R.S. Employer Identification No.)

1515 Broadway, New York, New York	10036
----- (Address of principal executive offices)	----- (Zip Code)

Registrant's telephone number, including Area code: (212) 258-6000

Item 5. Other Events

On July 31, 1996, Viacom Inc. ("Viacom") completed the Exchange Offer and related transactions as described in its Schedule 13E-4 Issuer Tender Offer Statement filed with the Securities and Exchange Commission on June 24, 1996, as amended by Amendment No. 1 dated June 25, 1996, Amendment No. 2 dated July 19, 1996, Amendment No. 3 dated July 23, 1996, and Amendment No. 4 dated July 31, 1996 (as amended, the "Schedule 13E-4"). In the Exchange Offer, Viacom accepted 5,417,211 shares of its Class A Common Stock, par value \$.01 per share, and 9,939,749 shares of its Class B Common Stock, par value \$.01 per share, in exchange for 6,257,961 shares of VII Cable (as defined in the Schedule 13E-4).

In connection with the transactions described in the Schedule 13E-4, Viacom Services (as defined in the Schedule 13E-4) assumed the outstanding public debt securities and certain of the guarantees of Viacom International (as defined in the Schedule 13E-4) pursuant to supplemental indentures (the "Supplemental Indentures"). In addition, (i) Viacom Services assumed certain other guarantees of Viacom International pursuant to assignment agreements (the "Assignment Agreements") and (ii) the guarantees by Viacom of the public indebtedness of Viacom International (which indebtedness has been assumed by Viacom Services) were amended by Viacom pursuant to amendments to such guarantees (the "Amendments to Guarantee").

The Supplemental Indentures, Assignment Agreements and Amendments to Guarantee are attached as exhibits hereto and are incorporated by reference herein.

List of Exhibits

Exhibit Number	Description
-----	-----
99.1	Press Release issued by Viacom Inc. dated July 30, 1996
99.2	Supplemental Indenture among Viacom Inc., Viacom International Inc., Viacom International Services Inc. and State Street Bank and Trust Company.
99.3	Supplemental Indenture among Viacom International Inc., Viacom International Services Inc. and The Bank of New York.
99.4	Supplemental Indenture among Viacom International Inc., Viacom International Services Inc. and The Bank of New York.
99.5	Supplemental Indenture among Viacom International Inc., Viacom International Services Inc. and The Chase Manhattan Bank.
99.6	Supplemental Indenture among Viacom International Inc., Viacom International Services Inc. and The Chase Manhattan Bank.
99.7	Assignment Agreement between Viacom International Inc. and Viacom International Services Inc.
99.8	Assignment Agreement between Viacom International Inc. and Viacom International Services Inc.
99.9	Assignment Agreement between Viacom International Inc. and Viacom International Services Inc.
99.10	Assignment Agreement between Viacom International Inc. and Viacom International Services Inc.
99.11	Amendment to Guarantee by Viacom Inc.
99.12	Amendment to Guarantee by Viacom Inc.
99.13	Amendment to Guarantee by Viacom Inc.

SIGNATURE

Pursuant to the requirement of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

VIACOM INC.
Registrant

Date: August 1, 1996

By: /s/ Michael D. Fricklas

Title: Senior Vice President, Deputy
General Counsel

EXHIBIT INDEX

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VIACOM ANNOUNCES FINAL EXCHANGE RATIO FOR CABLE SPLIT-OFF

New York, New York, July 30, 1996--Viacom Inc. (AMEX: VIA and VIAB) announced today that, upon completion of its previously announced cable split-off exchange offer, it will accept for exchange 15,356,960 shares of its common stock, including 5,417,211 shares of Class A Common Stock and 9,939,749 shares of Class B Common Stock, at a final exchange ratio of .4075 for each share of Viacom common stock accepted after proration. The final proration factor is approximately 65.52%. The exchange offer and related transactions are expected to be completed on July 31.

The exchange offer, which expired at midnight (EDT) on July 22, 1996, provided Viacom shareholders with the opportunity to exchange shares of Viacom Class A and Class B Common Stock for 6,257,961 common shares of Viacom's split-off cable operation, to be renamed TCI Pacific Communications, Inc. (TCI Pacific). The common shares of TCI Pacific will convert immediately after the exchange into shares of preferred stock of TCI Pacific on a one-for-one basis.

The Company said certificates for shares of preferred stock of TCI Pacific and checks for cash payable in lieu of fractional shares will be mailed promptly. All shares tendered and not exchanged will be returned to stockholders. Estimated final results of the exchange offer, based on a preliminary count by the exchange agent, were announced on July 23, 1996.

The transaction allows Viacom to reduce its debt by \$1.7 billion and reduce the total number of outstanding common shares of Viacom by approximately 4.1%.

Viacom Cable includes systems in five geographic regions, including the San Francisco and Northern California area; Salem, Oregon; the Seattle, Washington and greater Puget Sound area; Nashville, Tennessee and Dayton, Ohio. The systems serve approximately 1.2 million cable subscribers in five states.

Viacom Inc. is one of the world's largest entertainment and publishing companies and a leading force in nearly every segment of the international media marketplace. The operations of Viacom include Blockbuster Video, Blockbuster Music, MTV Networks, Paramount Parks, Paramount Pictures, Paramount Television, Showtime Networks, Simon & Schuster, Viacom Interactive Media, radio and television stations, and movie screens in 11 countries. Viacom also has a majority interest in Spelling Entertainment Group, as well as a substantial interest in Comedy Central, and USA Networks, including the Sci-Fi Channel. National Amusements, Inc., a closely held corporation which owns and operates more than 1,000 screens in the U.S. and the U.K. is the parent company of Viacom. More information about Viacom is available at the Company's Web site located at <http://www.viacom.com>.

Contact: Carl Folta
(212) 258-6352

VIACOM INC.,
VIACOM INTERNATIONAL INC.,
VIACOM INTERNATIONAL SERVICES INC.,
AND
STATE STREET BANK AND TRUST COMPANY,
TRUSTEE

THIRD SUPPLEMENTAL INDENTURE

DATED AS OF JULY 22, 1996 TO BE EFFECTIVE AS OF JULY 31, 1996

TO INDENTURE DATED AS OF MAY 15, 1995 AMONG VIACOM INC., VIACOM INTERNATIONAL
INC. AND THE FIRST NATIONAL BANK OF BOSTON, TRUSTEE

SENIOR DEBT SECURITIES

THIRD SUPPLEMENTAL INDENTURE, dated as of July 22, 1996, to be effective as of July 31, 1996, among VIACOM INC., a Delaware corporation (the "Company"), VIACOM INTERNATIONAL INC., a Delaware corporation (the "Guarantor"), VIACOM INTERNATIONAL SERVICES INC. (the "Successor"), and STATE STREET BANK AND TRUST COMPANY, a Massachusetts trust company, as successor to The First National Bank of Boston (the "Trustee"), as Trustee to the Indenture, dated as of May 15, 1995, among the Company, the Guarantor and the Trustee, as supplemented by the First Supplemental Indenture, dated as of May 24, 1995, among the Company, the Guarantor and the Trustee and as further supplemented and amended by the Second Supplemental Indenture and Amendment No. 1, dated as of December 15, 1995, among the Company, the Guarantor and the Trustee (as amended, the "Indenture").

RECITALS

WHEREAS, the Company, the Guarantor and the Trustee are parties to the Indenture, pursuant to which the Company has issued \$1 billion principal amount of 7.75% Senior Notes due 2005, \$350 million principal amount of 6.75% Senior Notes due 2003 and \$200 million principal amount of 7.625% Senior Debentures due 2016 (the "Securities");

WHEREAS, pursuant to the Indenture the Guarantor has unconditionally guaranteed the Securities (the "Guarantees");

WHEREAS, the Guarantor and the Successor are parties to an Implementation Agreement dated as of July 24, 1995 (the "Implementation Agreement") pursuant to which the Guarantor shall convey substantially all of its assets to the Successor (the "Conveyance of Assets") and the Successor shall assume substantially all of the liabilities of the Guarantor, including liabilities in respect of the Securities (the "Assumption of Liabilities");

WHEREAS, the Guarantor and the Successor desire, pursuant to Section 901 of the Indenture, to supplement and amend the Indenture, in order to comply with Section 801 of the Indenture;

WHEREAS, the Successor is a corporation validly existing under the laws of the State of Delaware;

WHEREAS, the Successor has duly authorized the execution and delivery of this Third Supplemental Indenture to assume all the covenants and conditions of the Guarantor under the Guarantees and the Indenture; and

WHEREAS, immediately after the consummation of the Conveyance of Assets and Assumption of Liabilities in accordance with the Implementation Agreement, no Event of Default or Default (as defined in the Indenture) shall have occurred and be continuing.

NOW, THEREFORE, the Company, the Guarantor, the Successor and the Trustee covenant and agree as follows:

ARTICLE A

SECTION A.1. The Successor hereby assumes all the covenants and conditions of the Guarantor under the Guarantees and the Indenture; and the Successor shall succeed to, and be substituted for, and may exercise every right and power of, the Guarantor under the Indenture with the same effect as if the Successor had been named as the Guarantor therein; and the Guarantor shall be relieved of all covenants and conditions under the Guarantees and the Indenture.

ARTICLE B

MISCELLANEOUS PROVISIONS

SECTION B.1 Any notice or communication by the Trustee to the Successor is duly given if in writing and delivered in person or mailed by first-class mail to the address set forth below:

Viacom International Services Inc.1515
BroadwayNew York, NY 10036Attention: Chief
Financial Officer, with a copy to

the Office of the General Counsel

SECTION B.2. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS THIRD SUPPLEMENTAL INDENTURE.

SECTION B.3. This Third Supplemental Indenture may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

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

VIACOM INC.

/s/ Michael D. Fricklas

By _____
Name: Michael D. Fricklas
Title: Senior Vice President
Deputy General Counsel

VIACOM INTERNATIONAL INC.

/s/ Michael D. Fricklas

By _____
Name: Michael D. Fricklas
Title: Senior Vice President
Deputy General Counsel

VIACOM INTERNATIONAL SERVICES INC.

/s/ Michael D. Fricklas

By _____
Name: Michael D. Fricklas
Title: Senior Vice President
Deputy General Counsel

STATE STREET BANK AND TRUST COMPANY

/s/ Eric L. Donaghey

By _____
Name: Eric L. Donaghey
Title: Assistant Vice President

VIACOM INTERNATIONAL INC.,
ISSUER

AND

VIACOM INTERNATIONAL SERVICES INC.,
SUCCESSOR

AND

VIACOM INC.,
GUARANTOR

AND

THE BANK OF NEW YORK,
TRUSTEE

THIRD SUPPLEMENTAL INDENTURE

DATED AS OF JULY 22, 1996
TO BE EFFECTIVE AS OF JULY 31, 1996

SUPPLEMENTAL TO INDENTURE DATED AS OF SEPTEMBER 15, 1991

THIRD SUPPLEMENTAL INDENTURE, dated as of July 22, 1996, to be effective as of July 31, 1996, among VIACOM INTERNATIONAL INC., a corporation duly organized and existing under the laws of the State of Delaware (the "Company"), VIACOM INTERNATIONAL SERVICES INC. (the "Successor"), VIACOM INC., a corporation duly organized and existing under the laws of the State of Delaware (the "Guarantor"), and THE BANK OF NEW YORK, a New York banking corporation organized and existing under the laws of the United States (the "Trustee"), as Trustee to the Indenture, dated as of September 15, 1991, as supplemented by the First Supplement thereto, dated as of September 15, 1991, and the Second Supplement thereto, dated as of March 4, 1992, among the Company, the Guarantor and the Trustee (as amended, the "Indenture").

RECITALS

WHEREAS, the Company, the Guarantor and the Trustee are parties to the Indenture, pursuant to which the Company has issued \$200 million principal amount of 10 1/4% Senior Subordinated Notes due 2001, \$150 million principal amount of 9 1/8% Senior Subordinated Notes due 1999 and \$100 million principal amount of 8 3/4% Senior Subordinated Reset Notes due 2001, (collectively, the "Securities");

WHEREAS, the Guarantor has unconditionally guaranteed the Securities pursuant to the Indenture (the "Guarantees");

WHEREAS, the Company and the Successor are parties to an Implementation Agreement dated as of July 24, 1995 (the "Implementation Agreement") pursuant to which, subject to the terms and conditions stated therein, the Company shall convey substantially all of its assets to the Successor (the "Conveyance of Assets") and the Successor shall assume substantially all of the liabilities of the Company, including liabilities in respect of the Securities (the "Assumption of Liabilities");

WHEREAS, the Company, the Successor and the Guarantor desire, pursuant to Section 901 of the Indenture, to supplement and amend the Indenture, in order to comply with Section 801 of the Indenture;

WHEREAS, the Successor is a corporation validly existing under the laws of the State of Delaware;

WHEREAS, the Successor has duly authorized the execution and delivery of this Third Supplemental Indenture to assume all the obligations of the Company under the Securities and the Indenture;

WHEREAS, immediately after the consummation of the Conveyance of the Assets and the Assumption of Liabilities in accordance with the Implementation Agreement, no Default or Event of Default (as defined in the Indenture) has happened and is continuing; and

WHEREAS, immediately after the consummation of the Conveyance of the Assets and the Assumption of Liabilities in accordance with the Implementation Agreement, the conditions of Section 801(X) shall be satisfied.

NOW, THEREFORE, in consideration of the premises, the Company, the Successor, the Guarantor and the Trustee covenant and agree with each other as follows:

ARTICLE A

SECTION A.1. From and after the consummation of the Conveyance of Assets and the Assumption of Liabilities, the Successor hereby assumes all the obligations of the Company under the Securities and the Indenture; the Successor shall succeed to, and be substituted for, and may exercise every right and power of, the Company under the Indenture with the same effect as if the Successor had been named as the Company therein; and the Company shall be relieved of all obligations under the Securities and the Indenture.

ARTICLE B

MISCELLANEOUS PROVISIONS

SECTION B.1. This Third Supplemental Indenture is executed by the Company, the Successor, the Guarantor and the Trustee pursuant to the provisions of Sections 801 and 901(1) of the Indenture, and the terms and conditions hereof shall be deemed to be part of the Indenture for all purposes, so that the Indenture and this Third Supplemental Indenture shall be read, taken and construed as one and the same instrument. The Indenture, as supplemented and amended by this Third Supplemental Indenture, is in all respects hereby adopted, ratified and confirmed. All capitalized terms not defined in this Third Supplemental Indenture shall have the meanings set forth in the Indenture.

SECTION B.2. Any notice or communication by the Trustee to the Successor is duly given if in writing and delivered in person or mailed by first-class mail to the address set forth below:

Viacom International Services Inc.1515
BroadwayNew York, NY 10036Attention: Chief
Financial Officer, with a copy to

the Office of the General Counsel

SECTION B.3. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS THIRD SUPPLEMENTAL INDENTURE.

SECTION B.4. This Third Supplemental Indenture may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

SECTION B.5. The Trustee assumes no responsibility for the correctness of the recitals herein contained, which shall be taken as the statements of the Company, the Successor and the Guarantor. The Trustee makes no representations and shall have no responsibility as to the validity or sufficiency of this Third Supplemental Indenture or the due authorization and execution thereof by the Company, the Successor and the Guarantor, respectively.

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

VIACOM INTERNATIONAL INC.

/s/ Michael D. Fricklas

By _____

Name: Michael D. Fricklas
Title: Senior Vice President
Deputy General Counsel

VIACOM INTERNATIONAL SERVICES INC.

/s/ Michael D. Fricklas

By _____

Name: Michael D. Fricklas
Title: Senior Vice President
Deputy General Counsel

VIACOM INC.

/s/ Michael D. Fricklas

By _____

Name: Michael D. Fricklas
Title: Senior Vice President
Deputy General Counsel

THE BANK OF NEW YORK

/s/ Mary La Gumina

By _____

Name: Mary La Gumina
Title: Assistant Vice President

VIACOM INTERNATIONAL INC.,
ISSUER

AND

VIACOM INTERNATIONAL SERVICES INC.,
SUCCESSOR

AND

THE BANK OF NEW YORK,
TRUSTEE

FOURTH SUPPLEMENTAL INDENTURE

DATED AS OF JULY 22, 1996
TO BE EFFECTIVE AS OF JULY 31, 1996

SUPPLEMENTING AND AMENDING THE INDENTURE
DATED AS OF OCTOBER 9, 1986

SENIOR SECURITIES

FOURTH SUPPLEMENTAL INDENTURE, dated as of July 22, 1996, to be effective as of July 31, 1996, among VIACOM INTERNATIONAL INC., a corporation duly organized and existing under the laws of the State of Delaware (as successor to Paramount Communications Inc.) (the "Company"), VIACOM INTERNATIONAL SERVICES INC. (the "Successor") and THE BANK OF NEW YORK, a New York banking corporation organized and existing under the laws of the United States (the "Trustee"), as Trustee to the Indenture, dated as of October 9, 1986, as supplemented by the First Supplement thereto, dated as of August 13, 1992, the Second Supplement thereto, dated as of June 30, 1993 and the Third Supplement thereto, dated as of January 3, 1995, between the Company and the Trustee (as amended, the "Indenture").

RECITALS

WHEREAS, the Company and the Trustee are parties to the Indenture, pursuant to which the Company has issued \$250 million principal amount of 7 1/2% Senior Notes due 2002, \$250 million principal amount of 8 1/4% Senior Notes due 2022, \$150 million principal amount of 5 7/8% Senior Notes due 2000 and \$150 million principal amount of 7 1/2% Senior Notes due 2023 (collectively, the "Securities");

WHEREAS, the Company and the Successor are parties to an Implementation Agreement dated as of July 24, 1995 (the "Implementation Agreement") pursuant to which, subject to the terms and conditions stated therein, the Company shall convey substantially all of its assets to the Successor (the "Conveyance of Assets") and the Successor shall assume substantially all of the liabilities of the Company, including liabilities in respect of the Securities (the "Assumption of Liabilities");

WHEREAS, the Company and the Successor desire, pursuant to Section 11.01 of the Indenture, to supplement and amend the Indenture, in order to comply with Section 10.01 of the Indenture;

WHEREAS, the Successor is a corporation validly existing under the laws of the State of Delaware;

WHEREAS, the Successor has duly authorized the execution and delivery of this Fourth Supplemental Indenture to assume all the obligations of the Company under the Securities and the Indenture; and

WHEREAS, immediately after the consummation of the Conveyance of the Assets and the Assumption of Liabilities in accordance with the Implementation Agreement, no Event of Default (as defined in the Indenture) and no event which, after notice (or acquisition of knowledge) or lapse of time, or both, would become an Event of Default, has happened and is continuing.

NOW, THEREFORE, in consideration of the premises, the Company, the Successor and the Trustee covenant and agree with each other as follows:

ARTICLE A

SECTION A.1. From and after the consummation of the Conveyance of Assets and the Assumption of Liabilities, the Successor hereby assumes all the obligations of the Company under the Securities and the Indenture; the Successor shall succeed to, and be substituted for, and may exercise every right and power of, the Company under the Indenture with the same effect as if the Successor had been named as the Company therein; and the Company shall be relieved of all obligations and covenants under the Securities and the Indenture.

ARTICLE B

MISCELLANEOUS PROVISIONS

SECTION B.1. This Fourth Supplemental Indenture is executed by the Company, the Successor and the Trustee pursuant to the provisions of Sections 10.01 and 11.01(a) of the Indenture, and the terms and conditions hereof shall be deemed to be part of the Indenture for all purposes, so that the Indenture and this Fourth Supplemental Indenture shall be read, taken and construed as one and the same instrument. The Indenture, as supplemented and amended by this Fourth Supplemental Indenture, is in all respects hereby adopted, ratified and confirmed. All capitalized terms not defined in this Fourth Supplemental Indenture shall have the meanings set forth in the Indenture.

SECTION B.2. Any notice or communication by the Trustee to the Successor is duly given if in writing and delivered in person or mailed by first-class mail to the address set forth below:

Viacom International Services Inc.
1515 Broadway
New York, NY 10036
Attention: Chief Financial Officer,
with a copy to the Office of
the General Counsel

SECTION B.3. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS FOURTH SUPPLEMENTAL INDENTURE.

SECTION B.4. This Fourth Supplemental Indenture may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

SECTION B.5. The Trustee assumes no responsibility for the correctness of the recitals herein contained, which shall be taken as the statements of the Company and the Successor. The Trustee makes no representations and shall have no responsibility as to the validity or sufficiency of this Fourth Supplemental Indenture or the due authorization and execution thereof by the Company and the Successor, respectively.

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

VIACOM INTERNATIONAL INC.

/s/ Michael D. Fricklas

By _____
Name: Michael D. Fricklas
Title: Senior Vice President
Deputy General Counsel

VIACOM INTERNATIONAL SERVICES INC.

/s/ Michael D. Fricklas

By _____
Name: Michael D. Fricklas
Title: Senior Vice President
Deputy General Counsel

THE BANK OF NEW YORK

/s/ Mary LaGumina

By _____
Name: Mary LaGumina
Title: Assistant Vice President

VIACOM INTERNATIONAL INC.,
ISSUER

AND

VIACOM INTERNATIONAL SERVICES INC.,
SUCCESSOR

AND

THE CHASE MANHATTAN BANK,
TRUSTEE

SUPPLEMENTAL INDENTURE

DATED AS OF JULY 22, 1996
TO BE EFFECTIVE AS OF JULY 31, 1996

SUPPLEMENTING AND AMENDING THE INDENTURE
DATED AS OF APRIL 15, 1973,
AS SUPPLEMENTED BY THE SUPPLEMENTAL INDENTURE
DATED AS OF JANUARY 3, 1995

7% SUBORDINATED DEBENTURES SERIES A
DUE JULY 1, 2003

SUPPLEMENTAL INDENTURE, dated as of July 22, 1996, to be effective as of July 31, 1996, among VIACOM INTERNATIONAL INC., a corporation duly organized and existing under the laws of the State of Delaware (as successor to Paramount Communications Inc.) (the "Company"), VIACOM INTERNATIONAL SERVICES INC. (the "Successor") and THE CHASE MANHATTAN BANK (formerly known as Chemical Bank), a New York banking corporation, as successor to Manufacturers Hanover Trust Company (the "Trustee"), as Trustee to the Indenture, dated as of April 15, 1973, as supplemented by the Supplement thereto, dated as of January 3, 1995, between the Company and the Trustee (as amended, the "Indenture").

RECITALS

WHEREAS, the Company and the Trustee are parties to the Indenture, pursuant to which the Company has issued the 7% Subordinated Debentures Series A due July 1, 2003, the ("Securities");

WHEREAS, the Company and the Successor are parties to an Implementation Agreement dated as of July 24, 1995 pursuant to which, subject to the terms and conditions stated therein, the Company shall convey substantially all of its assets to the Successor (the "Conveyance") and the Successor shall assume substantially all of the liabilities of the Company, including liabilities in respect of the Securities;

WHEREAS, the Conveyance is expected to occur on July 31, 1996; and

WHEREAS, the Company and the Successor desire, pursuant to Section 11.01(a) of the Indenture, to supplement and amend the Indenture, in order to comply with Section 12.01 of the Indenture.

NOW, THEREFORE, in consideration of the premises, the Company, the Successor and the Trustee covenant and agree with each other as follows:

ARTICLE A

SECTION A.1. The Successor hereby represents and warrants to the Trustee and to the Holders of the Securities as follows:

(a) The Successor is a corporation organized and existing under the laws of the State of Delaware.

(b) Immediately after giving effect to the Conveyance no Event of Default and no event which, after notice or lapse of time, or both, would become an Event of Default has happened and is continuing.

ARTICLE B

SECTION B.1. The Successor hereby expressly assumes the due and punctual payment of the principal of (and premium, if any) and interest on the Securities, according to their tenor, and the performance of all the terms, covenants and conditions of the Indenture and all the obligations to be kept or performed by the Company under the Securities and the Indenture; the Successor shall succeed to, and be substituted for, and may exercise every right and power of, the Company under the Indenture with the same effect as if the Successor had been named as the Company therein; and the Company shall be relieved of all obligations and covenants under the Securities and the Indenture.

ARTICLE C

MISCELLANEOUS PROVISIONS

SECTION C.1. This Supplemental Indenture is executed by the Company, the Successor and the Trustee pursuant to the provisions of Section 11.01(a) and 12.01 of the Indenture, and the terms and conditions hereof shall be deemed to be part of the Indenture for all purposes, so that the Indenture and this Supplemental Indenture shall be read, taken and construed as one and the same instrument. The Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects hereby adopted, ratified and confirmed. All capitalized terms not defined in this Supplemental Indenture shall have the meanings set forth in the Indenture.

SECTION C.2. Except as otherwise expressly provided or unless the context otherwise requires, all terms used herein which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

SECTION C.3. Any notice or communication by the Trustee to the Successor is duly given if in writing and delivered in person or mailed by first-class mail to the address set forth below:

Viacom International Services Inc.1515
BroadwayNew York, NY 10036Attention: Chief
Financial Officer, with a copy to

the Office of the General Counsel

SECTION C.4. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS SUPPLEMENTAL INDENTURE.

SECTION C.5. This Supplemental Indenture may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

SECTION C.6. The Trustee assumes no responsibility for the correctness of the recitals herein contained, which shall be taken as the statements of the Company and the Successor. The Trustee makes no representations and shall have no responsibility as to the validity or sufficiency of this Supplemental Indenture or the due authorization and execution thereof by the Company and the Successor, respectively.

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

VIACOM INTERNATIONAL INC.

/s/ Michael D. Fricklas
By _____
Name: Michael D. Fricklas
Title: Senior Vice President
Deputy General Counsel

VIACOM INTERNATIONAL SERVICES INC.

/s/ Michael D. Fricklas
By _____
Name: Michael D. Fricklas
Title: Senior Vice President
Deputy General Counsel

THE CHASE MANHATTAN BANK

/s/ Andrew M. Deck
By _____
Name: Andrew M. Deck
Title: Senior Trust Officer

VIACOM INTERNATIONAL INC.,
ISSUER

AND

VIACOM INTERNATIONAL SERVICES INC.,
SUCCESSOR

AND

THE CHASE MANHATTAN BANK,
TRUSTEE

SUPPLEMENTAL INDENTURE

DATED AS OF JULY 22, 1996
TO BE EFFECTIVE AS OF JULY 31, 1996

SUPPLEMENTING AND AMENDING THE INDENTURE
DATED AS OF APRIL 15, 1973,
AS SUPPLEMENTED BY THE SUPPLEMENTAL INDENTURE
DATED AS OF JANUARY 3, 1995

7% SUBORDINATED DEBENTURES SERIES B
DUE JULY 1, 2003

SUPPLEMENTAL INDENTURE, dated as of July 22, 1996, to be effective as of July 31, 1996, among VIACOM INTERNATIONAL INC., a corporation duly organized and existing under the laws of the State of Delaware (as successor to Paramount Communications Inc.) (the "Company"), VIACOM INTERNATIONAL SERVICES INC. (the "Successor") and THE CHASE MANHATTAN BANK, a banking corporation organized and existing under the laws of the State of New York (the "Trustee"), as Trustee to the Indenture, dated as of April 15, 1973, as supplemented by the Supplement thereto, dated as of January 3, 1995, between the Company and the Trustee (as amended, the "Indenture").

RECITALS

WHEREAS, the Company and the Trustee are parties to the Indenture, pursuant to which the Company has issued the 7% Subordinated Debentures Series B due 2003, the ("Securities");

WHEREAS, the Company and the Successor are parties to an Implementation Agreement dated as of July 24, 1995 pursuant to which, subject to the terms and conditions stated therein, the Company shall convey substantially all of its assets to the Successor and the Successor shall assume substantially all of the liabilities of the Company, including liabilities in respect of the Securities; and

WHEREAS, the Company and the Successor desire, pursuant to Section 11.01 of the Indenture, to supplement and amend the Indenture, in order to comply with Section 12.01 of the Indenture.

NOW, THEREFORE, in consideration of the premises, the Company, the Successor and the Trustee covenant and agree with each other as follows:

ARTICLE A

SECTION A.1. The Successor hereby assumes all the covenants, agreements and obligations of the Company under the Securities and the Indenture, including the due and punctual payment of the principal of and interest on the Securities; the Successor shall succeed to, and be substituted for, and may exercise every right and power of, the Company under the Indenture with the same effect as if the Successor had been named as the Company therein; and the Company shall be relieved of all obligations and covenants under the Securities and the Indenture.

ARTICLE B

MISCELLANEOUS PROVISIONS

SECTION B.1. This Supplemental Indenture is executed by the Company, the Successor and the Trustee pursuant to the provisions of Section 11.01(a) and 12.01 of the Indenture, and the terms and conditions hereof shall be deemed to be part of the Indenture for all purposes, so that the Indenture and this Supplemental Indenture shall be read, taken and construed as one and the same instrument. The Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects hereby adopted, ratified and confirmed. All capitalized terms not defined in this Supplemental Indenture shall have the meanings set forth in the Indenture.

SECTION B.2. Any notice or communication by the Trustee to the Successor is duly given if in writing and delivered in person or mailed by first-class mail to the address set forth below:

Viacom International Services Inc.1515
BroadwayNew York, NY 10036Attention: Chief
Financial Officer, with a copy to

the Office of the General Counsel

SECTION B.3. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS SUPPLEMENTAL INDENTURE.

SECTION B.4. This Supplemental Indenture may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

SECTION B.5. The Trustee assumes no responsibility for the correctness of the recitals herein contained, which shall be taken as the statements of the Company and the Successor. The Trustee makes no representations and shall have no responsibility as to the validity or sufficiency of this Supplemental Indenture or the due authorization and execution thereof by the Company and the Successor, respectively.

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

VIACOM INTERNATIONAL INC.

/s/ Michael D. Fricklas
By _____
Name: Michael D. Fricklas
Title: Senior Vice President
Deputy General Counsel

VIACOM INTERNATIONAL SERVICES INC.

/s/ Michael D. Fricklas
By _____
Name: Michael D. Fricklas
Title: Senior Vice President
Deputy General Counsel

THE CHASE MANHATTAN BANK

/s/ Ronald J. Halleran
By _____
Name: Ronald J. Halleran
Title: Second Vice President

ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT (this "Agreement") dated as of July 22, 1996, to be effective as of July 31, 1996 between VIACOM INTERNATIONAL INC., a Delaware corporation (the "Assignor"), and VIACOM INTERNATIONAL SERVICES INC., a Delaware corporation (the "Assignee").

W I T N E S S E T H :

WHEREAS, the Assignor is the guarantor under a Guarantee dated as of December 15, 1994 (the "Guarantee") in favor of the holders of the 8% Exchangeable Subordinated Debentures due 2006 of Viacom Inc. ("Viacom");

WHEREAS, the Assignor and the Assignee are parties to an Implementation Agreement dated as of July 24, 1995 (the "Implementation Agreement") pursuant to which, subject to the terms and conditions stated therein, the Assignor shall convey substantially all of its assets to the Assignee (the "Conveyance of Assets") and the Assignee shall assume substantially all of the liabilities of the Assignor (the "Assumption of Liabilities");

WHEREAS, the parties hereto will derive substantial direct and indirect benefits from the transactions contemplated by the Implementation Agreement and the other agreements contemplated thereby;

WHEREAS, the parties hereto anticipate that shortly after the consummation of the Conveyance of Assets and the Assumption of Liabilities, the Assignor shall change its name to TCI Pacific Communications Inc. and the Assignee shall change its name to Viacom International Inc.;

WHEREAS, in connection with the Conveyance of Assets and the Assumption of Liabilities, the Assignee is willing to assume, and the Assignor is willing to assign, all of the Assignor's rights and obligations under the Guarantee; and

WHEREAS, effective upon such assumption by the Assignee, the parties desire to amend the Guarantee as herein provided.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the Assignor and the Assignee hereby agree as follows:

1. The Assignor hereby irrevocably assigns, without recourse, and the Assignee hereby assumes, all of the rights and obligations of the Assignor under the Guarantee, and the Assignor agrees to perform and to be bound by all of the terms, covenants and conditions of the Guarantee which were binding upon, and to be kept, observed or performed by, the Assignor.

2. Upon the assignment hereunder, the Assignor shall be released and discharged from all obligations and duties under or in connection with the Guarantee.

3. Notwithstanding anything to the contrary in Sections 2 and 3 hereof, the assignment and assumption hereunder of the Guarantee shall become effective concurrently with the Conveyance of Assets and the Assumption of Liabilities in accordance with the Implementation Agreement.

4. In furtherance of the foregoing, from and after the date of this Agreement, the Guarantee is hereby amended so that all references therein to "Viacom International Inc." or "the Guarantor" are hereby deemed to be references to "Viacom International Services Inc.", until such time as the Assignee changes its name to "Viacom International Inc.", from which time all references to "Viacom International Inc." or the "Guarantor" shall be deemed to be references to the Assignee and any successor thereto.

5. On an after the date hereof, each reference in the Guarantee to "this Guarantee", "hereunder", "hereof" or words of like import referring to the Guarantee, shall mean and be a reference to the Guarantee as amended hereby.

6. Except as specifically provided by this Agreement, the Guarantee is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

7. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

8. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS AMENDMENT.

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

VIACOM INTERNATIONAL INC.

/s/ Vaughn Clarke
By _____
Name:
Title:

VIACOM INTERNATIONAL SERVICES INC.

/s/ Vaughn Clarke
By _____
Name:
Title:

ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT (this "Agreement") dated as of July 22, 1996, to be effective as of July 31, 1996 between VIACOM INTERNATIONAL INC., a Delaware corporation (the "Assignor"), and VIACOM INTERNATIONAL SERVICES INC., a Delaware corporation (the "Assignee").

W I T N E S S E T H :

WHEREAS, the Assignor is the guarantor under a Guarantee dated as of December 15, 1994 (the "Guarantee") in favor of the holders of the 6 5/8% Senior Notes due 1998 of Viacom Inc. (as successor to Blockbuster Entertainment Corporation) ("Viacom");

WHEREAS, the Assignor and the Assignee are parties to an Implementation Agreement dated as of July 24, 1995 (the "Implementation Agreement") pursuant to which, subject to the terms and conditions stated therein, the Assignor shall convey substantially all of its assets to the Assignee (the "Conveyance of Assets") and the Assignee shall assume substantially all of the liabilities of the Assignor (the "Assumption of Liabilities");

WHEREAS, the parties hereto will derive substantial direct and indirect benefits from the transactions contemplated by the Implementation Agreement and the other agreements contemplated thereby;

WHEREAS, the parties hereto anticipate that shortly after the consummation of the Conveyance of Assets and the Assumption of Liabilities, the Assignor shall change its name to TCI Pacific Communications Inc. and the Assignee shall change its name to Viacom International Inc.;

WHEREAS, in connection with the Conveyance of Assets and the Assumption of Liabilities, the Assignee is willing to assume, and the Assignor is willing to assign, all of the Assignor's rights and obligations under the Guarantee; and

WHEREAS, effective upon such assumption by the Assignee, the parties desire to amend the Guarantee as herein provided.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the Assignor and the Assignee hereby agree as follows:

1. The Assignor hereby irrevocably assigns, without recourse, and the Assignee hereby assumes, all of the rights and obligations of the Assignor under the Guarantee, and the Assignor agrees to perform and to be bound by all of the terms, covenants and conditions of the Guarantee which were binding upon, and to be kept, observed or performed by, the Assignor.

2. Upon the assignment hereunder, the Assignor shall be released and discharged from all obligations and duties under or in connection with the Guarantee.

3. Notwithstanding anything to the contrary in Sections 2 and 3 hereof, the assignment and assumption hereunder of the Guarantee shall become effective concurrently with the Conveyance of Assets and the Assumption of Liabilities in accordance with the Implementation Agreement.

4. In furtherance of the foregoing, from and after the date of this Agreement, the Guarantee is hereby amended so that all references therein to "Viacom International Inc." or "the Guarantor" are hereby deemed to be references to "Viacom International Services Inc.", until such time as the Assignee changes its name to "Viacom International Inc.", from which time all references to "Viacom International Inc." or the "Guarantor" shall be deemed to be references to the Assignee and any successor thereto.

5. On and after the date hereof, each reference in the Guarantee to "this Guarantee", "hereunder", "hereof" or words of like import referring to the Guarantee, shall mean and be a reference to the Guarantee as amended hereby.

6. Except as specifically provided by this Agreement, the Guarantee is and shall continue to be in full force and effect and is hereby in all respect ratified and confirmed.

7. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

8. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS AGREEMENT.

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

VIACOM INTERNATIONAL INC.

/s/ Vaughn Clarke

By _____

Name:

Title:

VIACOM INTERNATIONAL SERVICES INC.

/s/ Vaughn Clarke

By _____

Name:

Title:

ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT (this "Agreement") dated as of July 22, 1996, to be effective as of July 31, 1996 between VIACOM INTERNATIONAL INC., a Delaware corporation, as successor to PARAMOUNT COMMUNICATIONS INC. (the "Assignor"), and VIACOM INTERNATIONAL SERVICES INC., a Delaware corporation (the "Assignee").

W I T N E S S E T H :

WHEREAS, the Assignor is the guarantor under a Guarantee dated as of December 15, 1994 (the "Guarantee") in favor of the holders of the 8% Exchangeable Subordinated Debentures due 2006 of Viacom Inc. ("Viacom");

WHEREAS, the Assignor and the Assignee are parties to an Implementation Agreement dated as of July 24, 1995 (the "Implementation Agreement") pursuant to which, subject to the terms and conditions stated therein, the Assignor shall convey substantially all of its assets to the Assignee (the "Conveyance of Assets") and the Assignee shall assume substantially all of the liabilities of the Assignor (the "Assumption of Liabilities");

WHEREAS, the parties hereto will derive substantial direct and indirect benefits from the transactions contemplated by the Implementation Agreement and the other agreements contemplated thereby;

WHEREAS, the parties hereto anticipate that shortly after the consummation of the Conveyance of Assets and the Assumption of Liabilities, the Assignor shall change its name to TCI Pacific Communications Inc. and the Assignee shall change its name to Viacom International Inc.;

WHEREAS, in connection with the Conveyance of Assets and the Assumption of Liabilities, the Assignee is willing to assume, and the Assignor is willing to assign, all of the Assignor's rights and obligations under the Guarantee; and

WHEREAS, effective upon such assumption by the Assignee, the parties desire to amend the Guarantee as herein provided.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the Assignor and the Assignee hereby agree as follows:

1. The Assignor hereby irrevocably assigns, without recourse, and the Assignee hereby assumes, all of the rights and obligations of the Assignor under the Guarantee, and the Assignor agrees to perform and to be bound by all of the terms, covenants and conditions of the Guarantee which were binding upon, and to be kept, observed or performed by, the Assignor.

2. Upon the assignment hereunder, the Assignor shall be released and discharged from all obligations and duties under or in connection with the Guarantee.

3. Notwithstanding anything to the contrary in Sections 2 and 3 hereof, the assignment and assumption hereunder of the Guarantee shall become effective concurrently with the Conveyance of Assets and the Assumption of Liabilities in accordance with the Implementation Agreement.

4. In furtherance of the foregoing, from and after the date of this Agreement, the Guarantee is hereby amended so that all references therein to "Paramount Communications Inc." or "the Guarantor" are hereby deemed to be references to "Viacom International Services Inc.", until such time as the Assignee changes its name to "Viacom International Inc.", from which time all references to "Paramount Communications Inc." or the "Guarantor" shall be deemed to be references to the Assignee and any successor thereto.

5. On and after the date hereof, each reference in the Guarantee to "this Guarantee", "hereunder", "hereof" or words of like import referring to the Guarantee, shall mean and be a reference to the Guarantee as amended hereby.

6. Except as specifically provided by this Agreement, the Guarantee is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

7. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

8. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS AMENDMENT.

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

VIACOM INTERNATIONAL INC. as
successor to PARAMOUNT
COMMUNICATIONS INC.

/s/ Vaughn Clarke
By _____
Name:
Title:

VIACOM INTERNATIONALSERVICES INC.

/s/ Vaughn Clarke
By _____
Name:
Title:

ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT (this "Agreement") dated as of July 22, 1996, to be effective as of July 31, 1996 between VIACOM INTERNATIONAL INC., a Delaware corporation, as successor to PARAMOUNT COMMUNICATIONS INC. (the "Assignor"), and VIACOM INTERNATIONAL SERVICES INC., a Delaware corporation (the "Assignee").

W I T N E S S E T H :

WHEREAS, the Assignor is the guarantor under a Guarantee dated as of December 15, 1994 (the "Guarantee") in favor of the holders of the 6 5/8% Senior Notes due 1998 of Viacom Inc. (as successor to Blockbuster Entertainment Corporation) ("Viacom");

WHEREAS, the Assignor and the Assignee are parties to an Implementation Agreement dated as of July 24, 1995 (the "Implementation Agreement") pursuant to which, subject to the terms and conditions stated therein, the Assignor shall convey substantially all of its assets to the Assignee (the "Conveyance of Assets") and the Assignee shall assume substantially all of the liabilities of the Assignor (the "Assumption of Liabilities");

WHEREAS, the parties hereto will derive substantial direct and indirect benefits from the transactions contemplated by the Implementation Agreement and the other agreements contemplated thereby.

WHEREAS, the parties hereto anticipate that shortly after the consummation of the Conveyance of Assets and the Assumption of Liabilities, the Assignor shall change its name to TCI Pacific Communications Inc. and the Assignee shall change its name to Viacom International Inc.;

WHEREAS, in connection with the Conveyance of Assets and the Assumption of Liabilities, the Assignee is willing to assume, and the Assignor is willing to assign, all of the Assignor's rights and obligations under the Guarantee; and

WHEREAS, effective upon such assumption by the Assignee, the parties desire to amend the Guarantee as herein provided.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the Assignor and the Assignee hereby agree as follows:

1. The Assignor hereby irrevocably assigns, without recourse, and the Assignee hereby assumes, all of the rights and obligations of the Assignor under the Guarantee, and the Assignor agrees to perform and to be bound by all of the terms, covenants and conditions of the Guarantee which were binding upon, and to be kept, observed or performed by, the Assignor.

2. Upon the assignment hereunder, the Assignor shall be released and discharged from all obligations and duties under or in connection with the Guarantee.

3. Notwithstanding anything to the contrary in Sections 2 and 3 hereof, the assignment and assumption hereunder of the Guarantee shall become effective concurrently with the Conveyance of Assets and the Assumption of Liabilities in accordance with the Implementation Agreement.

4. In furtherance of the foregoing, from and after the date of this Agreement, the Guarantee is hereby amended so that all references therein to "Paramount Communications Inc." or "the Guarantor" are hereby deemed to be references to "Viacom International Services Inc.", until such time as the Assignee changes its name to "Viacom International Inc.", from which time all references to "Paramount Communications Inc." or the "Guarantor" shall be deemed to be references to the Assignee and any successor thereto.

5. On and after the date hereof, each reference in the Guarantee to "this Guarantee", "hereunder", "hereof" or words of like import referring to the Guarantee, shall mean and be a reference to the Guarantee as amended hereby.

6. Except as specifically provided by this Agreement, the Guarantee is and shall continue to be in full force and effect and is hereby in all respect ratified and confirmed.

7. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

8. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS AGREEMENT.

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

VIACOM INTERNATIONAL INC. as
successor to PARAMOUNT
COMMUNICATIONS INC.

/s/ Vaughn Clarke

By _____

Name:

Title:

VIACOM INTERNATIONAL SERVICES INC.

/s/ Vaughn Clarke

By _____

Name:

Title:

AMENDMENT TO VIACOM GUARANTEE (this "Amendment to Guarantee") dated as of July 22, 1996, to be effective as of July 31, 1996 by VIACOM INC., a Delaware corporation (the "Guarantor").

W I T N E S S E T H :

WHEREAS, the Guarantor is the guarantor under a Guarantee dated as of December 15, 1994 (the "Guarantee") in favor of the holders of the 7 1/2% Senior Notes due 2002, 8 1/4% Senior Notes due 2022, 5 7/8% Senior Notes due 2000 and 7 1/2% Senior Notes due 2023 (collectively, the "Securities") of Viacom International Inc., a Delaware corporation (the "Assignor") (as successor to Paramount Communications Inc.);

WHEREAS, the Assignor and Viacom International Services Inc., a Delaware corporation (the "Assignee") are parties to an Implementation Agreement dated as of July 24, 1995 (the "Implementation Agreement") pursuant to which, subject to the terms and conditions stated therein, the Assignor shall convey substantially all of its assets to the Assignee (the "Conveyance of Assets") and the Assignee shall assume substantially all of the liabilities of the Assignor (the "Assumption of Liabilities");

WHEREAS, under a Supplemental Indenture (the "Supplemental Indenture"), of even date herewith, among the Assignor, the Assignee and The Bank of New York, Trustee, the Assignor shall assign its obligations under the Securities to the Assignee;

WHEREAS, the Guarantor anticipates that shortly after the consummation of the Conveyance of Assets and the Assumption of Liabilities, the Assignor shall change its name to TCI Pacific Communications Inc. and the Assignee shall change its name to Viacom International Inc.;

WHEREAS, the Guarantor will derive substantial direct and indirect benefits from the transactions contemplated by the Implementation Agreement and the other agreements contemplated thereby; and

WHEREAS, effective upon the Assumption of Liabilities by the Assignee, the Guarantor desires to amend the Guarantee as herein provided.

NOW, THEREFORE, in consideration of the premises herein contained, the Guarantor hereby agrees as follows:

1. The Guarantor hereby irrevocably reaffirms all of the rights and obligations of the Guarantor under the Guarantee, and the Guarantor agrees to perform and to be bound by all of the terms, covenants and conditions of the Guarantee which were binding upon, and to be kept, observed or performed by it prior to the execution of the Supplemental Indenture.

2. The reaffirmation hereunder of the Guarantee shall become effective concurrently with the Conveyance of Assets and the Assumption of Liabilities in accordance with the Implementation Agreement.

3. In furtherance of the foregoing, from and after the date of this Amendment, the Guarantee is hereby amended so that all references therein to "Paramount Communications Inc." or "Paramount" are hereby deemed to be references to "Viacom International Services Inc.", until such time as the Assignee changes its name to "Viacom International Inc.", from which time all references to "Paramount Communications Inc." and "Paramount" shall be deemed to be references to the Assignee and any successor thereto.

4. On and after the date hereof, each reference in the Guarantee to "this Guarantee", "hereunder", "hereof" or words of like import referring to the Guarantee, shall mean and be a reference to the Guarantee as amended hereby.

5. Except as specifically provided by this Amendment to Guarantee, the Guarantee is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

6. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS AMENDMENT TO GUARANTEE.

IN WITNESS WHEREOF, the Guarantor has caused this Amendment to Guarantee to be duly executed as of the date first above written.

VIACOM INC.

/s/ Vaughn Clarke

By _____
Name: Title:

AMENDMENT TO VIACOM GUARANTEE (this "Amendment to Guarantee") dated as of July 22, 1996, to be effective as of July 22, 1996, to be effective as of July 31, 1996 by VIACOM INC., a Delaware corporation (the "Guarantor").

W I T N E S S E T H :

WHEREAS, the Guarantor is the guarantor under a Guarantee dated as of December 15, 1994 (the "Guarantee") in favor of the holders of the 7% Subordinated Debentures Series A due 2003 (the "Debentures") of Viacom International Inc., a Delaware corporation (the "Assignor") (as successor to Paramount Communications Inc. (as successor to Gulf & Western Industries, Inc.));

WHEREAS, the Assignor and Viacom International Services Inc., a Delaware corporation (the "Assignee") are parties to an Implementation Agreement dated as of July 24, 1995 (the "Implementation Agreement") pursuant to which, subject to the terms and conditions stated therein, the Assignor shall convey substantially all of its assets to the Assignee (the "Conveyance of Assets") and the Assignee shall assume substantially all of the liabilities of the Assignor (the "Assumption of Liabilities");

WHEREAS, under a Supplemental Indenture (the "Supplemental Indenture") of even date herewith, among the Assignor, the Assignee and The Chase Manhattan Bank (as successor to The Chemical Bank), Trustee, the Assignor shall assign its obligations under the Debentures to the Assignee;

WHEREAS, the Guarantor anticipates that shortly after the consummation of the Conveyance of Assets and the Assumption of Liabilities, the Assignor shall change its name to TCI Pacific Communications Inc. and the Assignee shall change its name to Viacom International Inc.;

WHEREAS, the Guarantor will derive substantial direct and indirect benefits from the transactions contemplated by the Implementation Agreement and the other agreements contemplated thereby; and

WHEREAS, effective upon the Assumption of Liabilities by the Assignee, the Guarantor desires to amend the Guarantee as herein provided.

NOW, THEREFORE, in consideration of the premises herein contained, the Guarantor hereby agrees as follows:

1. The Guarantor hereby irrevocably reaffirms all of the rights and obligations of the Guarantor under the Guarantee, and the Guarantor agrees to perform and to be bound by all of the terms, covenants and conditions of the Guarantee which were binding upon, and to be kept, observed or performed by it prior to the execution of the Supplemental Indenture.

2. The reaffirmation hereunder of the Guarantee shall become effective concurrently with the Conveyance of Assets and the Assumption of Liabilities in accordance with the Implementation Agreement.

3. In furtherance of the foregoing, from and after the date of this Amendment, the Guarantee is hereby amended so that all references therein to "Paramount Communications Inc." or "Paramount" are hereby deemed to be references to "Viacom International Services Inc.", until such time as the Assignee changes its name to "Viacom International Inc.", from which time all references to "Paramount Communications Inc." and "Paramount" shall be deemed to be references to the Assignee and any successor thereto.

4. On and after the date hereof, each reference in the Guarantee to "this Guarantee", "hereunder", "hereof" or words of like import referring to the Guarantee, shall mean and be a reference to the Guarantee as amended hereby.

5. Except as specifically provided by this Agreement to Guarantee, the Guarantee is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

6. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS AMENDMENT TO GUARANTEE.

IN WITNESS WHEREOF, the Guarantor has caused this Amendment to Guarantee to be duly executed as of the date first above written.

VIACOM INC.

/s/ Vaughn Clarke

By _____

Name:

Title:

AMENDMENT TO VIACOM GUARANTEE (this "Amendment to Guarantee") dated as of July 22, 1996, to be effective as of July 31, 1996 by VIACOM INC., a Delaware corporation (the "Guarantor").

W I T N E S S E T H :

WHEREAS, the Guarantor is the guarantor under a Guarantee dated as of December 15, 1994 (the "Guarantee") in favor of the holders of the 7% Subordinated Debentures Series B due 2003 (the "Debentures") of Viacom International Inc., a Delaware corporation (the "Assignor") (as successor to Paramount Communications Inc. (as successor to Gulf & Western Industries Inc.));

WHEREAS, the Assignor and Viacom International Services Inc., a Delaware corporation (the "Assignee") are parties to an Implementation Agreement dated as of July 24, 1995 (the "Implementation Agreement") pursuant to which, subject to the terms and conditions stated therein, the Assignor shall convey substantially all of its assets to the Assignee (the "Conveyance of Assets") and the Assignee shall assume substantially all of the liabilities of the Assignor (the "Assumption of Liabilities");

WHEREAS, under a Supplemental Indenture (the "Supplemental Indenture"), of even date herewith, among the Assignor, the Assignee and The Chase Manhattan Bank, Trustee, the Assignor shall assign its obligations under the Debentures to the Assignee;

WHEREAS, the Guarantor anticipates that shortly after the consummation of the Conveyance of Assets and the Assumption of Liabilities, the Assignor shall change its name to TCI Pacific Communications Inc. and the Assignee shall change its name to Viacom International Inc.;

WHEREAS, the Guarantor will derive substantial direct and indirect benefits from the transactions contemplated by the Implementation Agreement and the other agreements contemplated thereby; and

WHEREAS, effective upon the Assumption of Liabilities by the Assignee, the Guarantor desires to amend the Guarantee as herein provided.

NOW, THEREFORE, in consideration of the premises herein contained, the Guarantor hereby agrees as follows:

1. The Guarantor hereby irrevocably reaffirms all of the rights and obligations of the Guarantor under the Guarantee, and the Guarantor agrees to perform and to be bound by all of the terms, covenants and conditions of the Guarantee which were binding upon, and to be kept, observed or performed by it prior to the execution of the Supplemental Indenture.

2. The reaffirmation hereunder of the Guarantee shall become effective concurrently with the Conveyance of Assets and the Assumption of Liabilities in accordance with the Implementation Agreement.

3. In furtherance of the foregoing, from and after the date of this Amendment, the Guarantee is hereby amended so that all references therein to "Paramount Communications Inc." or "Paramount" are hereby deemed to be references to "Viacom International Services Inc.", until such time as the Assignee changes its name to "Viacom International Inc.", from which time all references to "Paramount Communications Inc." and "Paramount" shall be deemed to be references to the Assignee and any successor thereto.

4. On and after the date hereof, each reference in the Guarantee to "this Guarantee", "hereunder", "hereof" or words of like import referring to the Guarantee, shall mean and be a reference to the Guarantee as amended hereby.

5. Except as specifically provided by this Amendment to Guarantee, the Guarantee is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

6. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS AMENDMENT TO GUARANTEE.

IN WITNESS WHEREOF, the Guarantor has caused this Amendment to Guarantee to be duly executed as of the date first above written.

VIACOM INC.

/s/ Vaughn Clarke

By _____

Name:

Title: