

**UNITED STATES  
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): June 20, 2007

**VIACOM INC.**

(Exact name of registrant as specified in its charter)

**Delaware**

**001-32686**

**20-3515052**

(State or other jurisdiction  
of incorporation)

(Commission File Number)

(IRS Employer Identification  
Number)

**1515 Broadway, New York, NY**

**10036**

(Address of principal executive offices)

(Zip Code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2.):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

## Section 1 – Registrant’s Business and Operations

### Item 1.01 Entry into a Material Definitive Agreement.

As previously announced, on June 20, 2007, Viacom Inc. (“Viacom” or the “Company”) entered into an amendment (the “Amendment”) to its existing agreement with National Amusements, Inc. (“NAI”) and NAIRI, Inc. (“NAIRI”), a wholly owned subsidiary of NAI, pursuant to which Viacom purchases from NAI and NAIRI a number of shares of Viacom Class B common stock each month in a manner designed to prevent NAI and NAIRI’s ownership percentage of Viacom Class A common stock and Viacom Class B common stock (considered as a single class) from increasing as a result of Viacom’s purchases of shares under its stock purchase program. The Amendment extends the existing agreement to Viacom’s recently announced \$4.0 billion stock purchase program. The other terms and provisions of the existing agreement remain unchanged. The existing agreement is filed as Exhibit 10.1 to the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission on December 23, 2005. The foregoing description of the Amendment is qualified in its entirety by reference to the text of the Amendment, a copy of which is filed herewith as Exhibit 10 and is incorporated by reference herein in its entirety.

For a description of certain relationships among NAI, NAIRI and Viacom, see the section titled “Related Person Transactions” in the Company’s Definitive Proxy Statement filed with the Securities and Exchange Commission on April 20, 2007.

## Section 9 – Financial Statements and Exhibits

### Item 9.01 Financial Statements and Exhibits.

- (d) Exhibits. The following exhibit is filed as part of this Report on Form 8-K:

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10	First Amendment, dated as of June 20, 2007, to the Agreement, dated as of December 21, 2005, among Viacom Inc. (formerly known as New Viacom Corp.), NAIRI, Inc. and National Amusements, Inc.

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**VIACOM INC.**

By: /s/ Michael D. Fricklas

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

Date: June 26, 2007

## Exhibit Index

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10	First Amendment, dated as of June 20, 2007, to the Agreement, dated as of December 21, 2005, among Viacom Inc. (formerly known as New Viacom Corp.), NAIRI, Inc. and National Amusements, Inc.

## FIRST AMENDMENT

This FIRST AMENDMENT, dated as of June 20, 2007 (this **"First Amendment"**), to the Agreement dated as of December 21, 2005 (the **"Agreement"**) among Viacom Inc. (formerly known as New Viacom Corp.), a Delaware corporation (the **"Company"**), NAIRI, Inc., a Delaware corporation (**"NAIRI"**), and National Amusements, Inc., a Maryland corporation (**"NAI"**) and, together with NAIRI and the direct and indirect wholly owned subsidiaries of NAIRI and NAI, **"Seller"**). Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Agreement.

### WITNESSETH:

WHEREAS, the parties hereto entered into the Agreement to provide for the participation by NAIRI and NAI in the Company's stock purchase program as set forth in the Agreement;

WHEREAS, on May 29, 2007, the board of directors of the Company authorized a new \$4 billion stock purchase program for the Company which, upon completion of the Company's existing \$3 billion stock purchase program, will operate according to the same terms that govern the \$3 billion stock purchase program; and

WHEREAS, the parties hereto desire to amend the Agreement as hereinafter provided.

NOW, THEREFORE, the Company, NAIRI and NAI intending to be bound legally, each agree as follows:

Section 1. The following definition set forth in Section 1.1(a) of the Agreement is hereby amended to read in its entirety as follows:

**"Program"** means, (i) the stock purchase program approved on December 8, 2005 and ratified on January 26, 2006 authorizing the Company to purchase from time to time Shares up to a maximum aggregate amount of \$3 billion and (ii) upon the completion of the program referenced in the foregoing clause (i), the stock purchase program approved on May 29, 2007 authorizing the Company to purchase from time to time Shares up to a maximum aggregate amount of \$4 billion.

Section 2. Section 7.1(g) of the Agreement shall not apply to the completion of the Company's existing \$3 billion stock purchase program as contemplated by the definition of "Program" (as amended hereby).

Section 3. This First Amendment shall be deemed part of the Agreement for any and all purposes, effective as of the date first above written. The Agreement is amended only by the express provisions of this First Amendment, and shall otherwise remain in full force and effect.

Section 4. This First Amendment shall be governed by and construed in accordance with the law of the State of New York (without regard to principles of conflicts of laws).

Section 5. This First Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

**VIACOM INC.**

By: /s/ Thomas E. Dooley  
Name: Thomas E. Dooley  
Title: Sr Exec. VP, Chief Administrative Officer  
and CFO

**NAIRI, INC.**

By: /s/ Sumner M. Redstone  
Name: Sumner M. Redstone  
Title: Chairman and President

**NATIONAL AMUSEMENTS, INC.**

By: /s/ Sumner M. Redstone  
Name: Sumner M. Redstone  
Title: Chairman and CEO