

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934 (Amendment No. 3)

Infinity Broadcasting Corporation

(Name of Issuer)

Class A Common Stock, Par Value \$.01 per share

(Title of Class of Securities)

456-62S-10-2
(CUSIP Number)

Sumner M. Redstone
National Amusements, Inc.
200 Elm Street
Dedham, Massachusetts 02026
Telephone: (781) 461-1600

with a copy to:
Michael D. Fricklas, Esq.
Viacom Inc.
1515 Broadway
New York, New York 10036
Telephone: (212) 258-6000

(Name, Address and Telephone Number
of Person Authorized to Receive Notices and Communications)

January 4, 2001

(Date of Event which requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of ss. 240.13d-1(e), ss. 240.13d-1(f) or ss. 240.13d-1(g), check the following box. []

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See ss. 240.13d-7(b) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 456-62S-10-2

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SCHEDULE 13D/A

1 Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person

SUMNER M. REDSTONE
S.S. NO.

2 Check the Appropriate Box if a Member of a Group:

(a) []
(b) []

3 SEC Use Only

4 Source of Funds (See Instructions): 00(1)

5 Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e):

6 Citizenship or Place of Organization: United States

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power: 0
	8	Shared Voting Power: 777,088,654(2)
	9	Sole Dispositive Power: 0
	10	Shared Dispositive Power: 700,000,000

11 Aggregate Amount Beneficially Owned by Each Reporting Person: 777,088,654(2)

12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions):

13 Percent of Class Represented by Amount in Row (11): 71.3%(3)

14 Type of Reporting Person (See Instructions): IN

1 Pursuant to the Merger (as defined in Item 4), subject to the conditions specified in the Merger Agreement (as defined in Item 4), Viacom Inc. will acquire all of the outstanding Class A Shares (as defined in Item 1), in exchange for shares of Class B Common Stock, par value \$.01 per share, of Viacom Inc.

2 Includes 700,000,000 Class B Shares (as defined in Item 1) beneficially owned by the Reporting Persons and 77,088,654 Class A Shares which may be deemed to be beneficially owned by the Reporting Persons as a result of the Voting Agreement (as defined in Item 4).

3 64.2% is attributable to the 700,000,000 Class B Shares beneficially owned by the Reporting Persons and 7.1% is attributable to the 77,088,654 Class A Shares which may be deemed to be beneficially owned by the Reporting Persons as a result of the Voting Agreement. As the Class B Shares carry five votes per share, the Reporting Persons effectively have 90.0% of the voting power with respect to matters other than those governed by the Voting Agreement.

SCHEDULE 13D/A

1 Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person

CBS Broadcasting Inc.
I.R.S. No. 13-0590730

2 Check the Appropriate Box if a Member of a Group:

(a)
(b)

3 SEC Use Only

4 Source of Funds (See Instructions): 00(1)

5 Check if Disclosure of Legal Proceedings is Required Pursuant to Items
2(d) or 2(e):

6 Citizenship or Place of Organization: New York

NUMBER OF SHARES	7	Sole Voting Power: 0
BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8	Shared Voting Power: 777,088,654(2)
	9	Sole Dispositive Power: 0
	10	Shared Dispositive Power: 700,000,000

11 Aggregate Amount Beneficially Owned by Each Reporting Person:
777,088,654(2)

12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares
(See Instructions):

13 Percent of Class Represented by Amount in Row (11):
71.3%(3)

14 Type of Reporting Person (See Instructions): C0

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- 1 Pursuant to the Merger (as defined in Item 4), subject to the conditions specified in the Merger Agreement (as defined in Item 4), Viacom Inc. will acquire all of the outstanding Class A Shares (as defined in Item 1), in exchange for shares of Class B Common Stock, par value \$.01 per share, of Viacom Inc.
- 2 Includes 700,000,000 Class B Shares (as defined in Item 1) beneficially owned by the Reporting Persons and 77,088,654 Class A Shares which may be deemed to be beneficially owned by the Reporting Persons as a result of the Voting Agreement (as defined in Item 4).
- 3 64.2% is attributable to the 700,000,000 Class B Shares beneficially owned by the Reporting Persons and 7.1% is attributable to the 77,088,654 Class A Shares which may be deemed to be beneficially owned by the Reporting Persons as a result of the Voting Agreement. As the Class B Shares carry five votes per share, the Reporting Persons effectively have 90.0% of the voting power with respect to matters other than those governed by the Voting Agreement.

This Amendment No. 3 (this "Amendment") amends the Statement on Schedule 13D filed with the Securities and Exchange Commission on May 15, 2000, as amended by Amendment No. 1 and Amendment No. 2 thereto (as so amended, the "Schedule 13D"), by Mr. Sumner M. Redstone, National Amusements, Inc. ("NAI"), NAIRI, Inc. ("NAIRI"), Viacom Inc. ("Viacom"), Westinghouse CBS Holding Company, Inc. ("W/CBS HCI") and CBS Broadcasting Inc. ("CBSBI") (collectively, the "Reporting Persons"). This Amendment is filed with respect to the Class A Common Stock, \$.01 par value per share (the "Class A Shares"), of Infinity Broadcasting Corporation, a Delaware corporation (the "Issuer"). Capitalized terms used in this Amendment and not otherwise defined herein have the meanings ascribed to such terms in the Schedule 13D.

Item 1. Security and Issuer

Item 1 is hereby amended and restated in its entirety to read as follows:

"The class of equity securities to which this Statement on Schedule 13D relates is the Class A Common Stock, par value \$.01 per share (the "Class A Shares"), of Infinity Broadcasting Corporation (the "Issuer"), a Delaware corporation, with its principal executive office located at 40 West 57th Street, New York, NY 10019, by virtue of (1) the Reporting Persons' (as defined in Item 2) ownership of the Issuer's Class B Common Stock, par value \$.01 per share (the "Class B Shares"; together with the Class A Shares, the "Common Shares"), which are convertible into Class A Shares on a one-for-one basis under certain circumstances, and (2) the Voting Agreement (as defined in Item 4), pursuant to which the Reporting Persons may be deemed to be the beneficial owners of the Class A Shares subject to such agreement. The Class A Shares carry one vote per share and the Class B Shares carry five votes per share."

Item 2. Identity and Background

Item 2 is hereby amended and restated in its entirety to read as follows:

"This Statement is filed by Mr. Sumner M. Redstone, National Amusements, Inc. ("NAI"), NAIRI, Inc. ("NAIRI"), Viacom Inc. ("Viacom"), Westinghouse CBS Holding Company, Inc. ("W/CBS HCI") and CBS Broadcasting Inc. ("CBSBI") (collectively, the "Reporting Persons").

CBSBI, a New York corporation, has its principal executive offices at 51 West 52nd Street, New York, New York 10019. CBSBI's principal business is the CBS television network, radio and television broadcasting, and outdoor advertising. 100% of the issued and outstanding stock of CBSBI is owned by W/CBS HCI.

W/CBS HCI, a Delaware corporation, has its principal office at 51 West 52nd Street, New York, New York 10019. W/CBS HCI's principal business is cable television transmission and production services. 100% of the issued and outstanding stock of W/CBS HCI is owned by Viacom.

Viacom, a Delaware corporation, has its principal executive offices at 1515 Broadway, New York, New York 10036 and is a diversified entertainment and communications company. At December 29, 2000, approximately 68.1% of Viacom's voting Class A Common

Stock, par value \$.01 per share, and approximately 13.2% (on a combined basis) of Viacom's Class A Common Stock and non-voting Class B Common Stock, par value \$.01 per share, was owned by NAIRI.

NAIRI, a Delaware corporation, has its principal office at 200 Elm Street, Dedham, Massachusetts 02026 and is a company owning and operating movie theaters in the United States whose main asset is its shares of Viacom Class A Common Stock and Class B Common Stock.

NAI, a Maryland corporation, has its principal office at 200 Elm Street, Dedham, Massachusetts 02026. NAI's principal businesses are owning and operating movie theaters in the United States, the United Kingdom and South America and holding the common stock of NAIRI. 66-2/3% of the issued and outstanding shares of capital stock of NAI are beneficially owned by Mr. Sumner M. Redstone, as trustee of a trust owning such shares.

Sumner M. Redstone is an individual whose business address is c/o National Amusements, Inc., 200 Elm Street, Dedham, Massachusetts 02026. Mr. Redstone's principal occupation is Chairman of the Board and Chief Executive Officer of NAI, Chairman and President of NAIRI, and Chairman of the Board and Chief Executive Officer of Viacom Inc. Mr. Redstone is also a director of the Issuer.

The executive officers and directors of CBSBI, W/CBS HCI, Viacom, NAIRI and NAI are set forth on Schedules I through V attached hereto, containing the following information with respect to each such person:

- (a) Name;
- (b) Residence or business address; and
- (c) Present principal occupation or employment and the name, principal business and address of any corporation or other organization in which such employment is conducted.

During the last five years, neither of the Reporting Persons nor any person named in any of Schedules I through V attached hereto has been (a) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (b) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Except for Jan Leschly, who is a Danish citizen, all of the directors of CBSBI, W/CBS HCI, Viacom, NAIRI and NAI, including Mr. Sumner M. Redstone, are citizens of the United States."

Item 4. Purpose of Transaction

Item 4 is hereby amended and restated in its entirety to read as follows:

"The Issuer's Class B Shares were acquired by the Reporting Persons, other than CBSBI and W/CBS HCI which previously owned the subject shares, pursuant to the merger of CBS, of which CBSBI and W/CBS HCI were, respectively, indirect and direct wholly owned subsidiaries, with and into Viacom on May 4, 2000. The Reporting Persons may, at any time and from time to time, purchase additional Common Shares of the Issuer and may dispose of any and all Common Shares of the Issuer held by them.

On October 30, 2000, Viacom, IBC Merger Corp., a Delaware corporation and a direct wholly owned subsidiary of Viacom ("Merger Sub"), and the Issuer entered into a definitive agreement and plan of merger (the "Merger Agreement") pursuant to which the Issuer will merge with and into Merger Sub (the "Merger") and Viacom will acquire all the issued and outstanding Class A Shares not currently owned by Viacom. In the Merger, each outstanding Class A Share will be converted into the right to receive 0.592 of a share of Viacom Class B Common Stock, par value \$.01 per share.

On January 5, 2001, Viacom and the Issuer announced that Infinity would hold a meeting of its stockholders to seek approval of the Merger by the Issuer's minority stockholders, and that Viacom had entered into a voting agreement dated as of January 4, 2001 (the "Voting Agreement") with two stockholders of the Issuer, William S. Levine and Arturo Moreno. Pursuant to the Voting Agreement, Messrs. Levine and Moreno have agreed to vote their Class A Shares in favor of the Merger Agreement, the Merger and any actions required in furtherance thereof. At its stockholders meeting, Infinity will seek approval of the Merger by holders of 66 2/3% of the outstanding Common Shares, other than those owned by Viacom or subject to the Voting Agreement.

Viacom anticipates that upon completion of the Merger, Viacom will seek to cause the Class A Shares to be delisted from trading on the New York Stock Exchange and to cause the termination of registration of the Class A Shares pursuant to Section 12 of the Securities and Exchange Act of 1934, as amended (the "Act").

A copy of the Merger Agreement is attached hereto as Exhibit 99.1 and is incorporated by reference herein. A copy of the press release issued by Viacom and the Issuer on October 31, 2000 is attached hereto as Exhibit 99.2. A copy of the Voting Agreement is attached hereto as Exhibit 99.3 and is incorporated by reference herein. A copy of the press release issued by Viacom and the Issuer on January 5, 2001 is attached hereto as Exhibit 99.4.

Other than as set forth herein, the Reporting Persons have no current plan or proposal which relates to, or would result in, any of the actions enumerated in subparagraphs (a) through (j) of Item 4 of Schedule 13D."

Item 5. Interest in Securities of the Issuer

Item 5 of the Schedule 13D is hereby amended and restated in its entirety to read as follows:

"(a) and (b) CBSBI is the owner, with shared dispositive and voting power, of 700,000,000 Class B Shares, or approximately 64.2% of the Issuer's issued and outstanding Common Shares and 90.0% of the voting power (based on the number of Common Shares that were reported by the Issuer to be issued and outstanding as of September 30, 2000).

W/CBS HCI is currently the beneficial owner, with shared dispositive and voting power of 700,000,000 Class B Shares, or approximately 64.2% of the Issuer's issued and outstanding Common Shares and 90.0% of the voting power (based on the number of Common Shares that were reported by the Issuer to be issued and outstanding as of September 30, 2000).

Viacom is currently the beneficial owner, with shared dispositive and voting power, of 700,000,000 Class B Shares, or approximately 64.2% of the Issuer's issued and outstanding Common Shares and 90.0% of the voting power (based on the number of Common Shares that were reported by the Issuer to be issued and outstanding as of September 30, 2000).

NAIRI is currently the beneficial owner, with shared dispositive and voting power, of 700,000,000 Class B Shares, or approximately 64.2% of the Issuer's issued and outstanding Common Shares and 90.0% of the voting power (based on the number of Common Shares that were reported by the Issuer to be issued and outstanding as of September 30, 2000).

NAI is currently the beneficial owner, with shared dispositive and voting power, of 700,000,000 Class B Shares, or approximately 64.2% of the Issuer's issued and outstanding Common Shares and 90.0% of the voting power (based on the number of Common Shares that were reported by the Issuer to be issued and outstanding as of September 30, 2000).

As a result of his stock ownership in NAI, Mr. Sumner M. Redstone is deemed the beneficial owner of 700,000,000 Class B Shares of the Issuer, or approximately 64.2% of the Issuer's issued and outstanding Common Shares and 90.0% of the voting power (based on the number of Common Shares that were reported by the Issuer to be issued and outstanding as of September 30, 2000).

In addition to the foregoing, as a result of the Voting Agreement, each of the Reporting Persons may be deemed the beneficial owner of up to 77,088,654 Class A Shares of the Issuer, or approximately 7.1% of the Issuer's issued and outstanding Common Shares and 2.0% of the voting power (based on the number of Common Shares that were reported by the Issuer to be issued and outstanding as of September 30, 2000).

Mel Karmazin, Chairman, President and Chief Executive Officer of the Issuer and President and Chief Operating Officer of Viacom, beneficially owns, and has sole voting and dispositive power over, 389,100 shares (less than 1%) of the Issuer's Class A Shares, including 338,888 shares underlying stock options exercisable within 60 days of January 4, 2001.

Fredric G. Reynolds, Executive Vice President and Chief Financial Officer of Viacom, beneficially owns 48,506 shares (less than 1%) of the Issuer's Class A Shares, including (i) 45,000 shares held by The Reynolds LAJADESH Foundation, of which Mr. Reynolds is co-trustee with his wife, over which Mr. Reynolds and his wife share voting and dispositive power, but have no pecuniary interest, and (ii) 3,506 shares over which Mr. Reynolds has sole voting and dispositive power.

Leslie Moonves, President and Chief Executive Officer of CBS Television, beneficially owns, and has sole voting and dispositive power over, 30,000 shares (less than 1%) of the Issuer's Class A Shares.

Martin D. Franks, Senior Vice President of Viacom Inc. and Executive Vice President of CBS Television, beneficially owns, and has sole voting and dispositive power over, 14,500 shares (less than 1%) of the Issuer's Class A Shares.

Robert G. Freedline, Vice President, Treasurer of Viacom Inc., beneficially owns, and has shared voting and dispositive power with his wife over, 1,000 shares (less than 1%) of the Issuer's Class A Shares.

George H. Conrades, a Director of Viacom and the Issuer, beneficially owns, and has sole voting and dispositive power over, 23,537 shares (less than 1%) of the Issuer's Class A Shares, including 3,537 shares underlying stock options exercisable within 60 days of January 4, 2001.

William H. Gray III, a Director of Viacom, beneficially owns, and has sole voting and dispositive power over, 1,000 shares (less than 1%) of the Issuer's Class A Shares.

Jan Leschly, a Director of Viacom, beneficially owns, and has sole voting and dispositive power over, 15,000 shares (less than 1%) of the Issuer's Class A Shares.

David T. McLaughlin, a Director of Viacom and the Issuer, beneficially owns, and has sole voting and dispositive power over, 1,835 shares (less than 1%) of the Issuer's Class A Shares, including 385 shares underlying stock options exercisable within 60 days of January 4, 2001.

Robert Walter, a Director of Viacom and the Issuer, beneficially owns, and has sole voting and dispositive power over, 23,537 shares (less than 1%) of the Issuer's Class A Shares, including 3,357 shares underlying stock options exercisable within 60 days of January 4, 2001.

(c) On December 27, 2000, Fredric Reynolds gifted 45,000 shares of directly held Class A Shares to The Reynolds LAJADESH Foundation. The closing price for the Issuer's Class A Shares on December 27, 2000 was \$27.25 per share.

(d) None.

(e) N/A"

Item 7. Material to be filed as Exhibits

- 99.3 Voting Agreement between Viacom Inc. and the individuals set forth on Schedule I thereto, dated as of January 4, 2001.
- 99.4 Press Release issued by Viacom Inc. and Infinity Broadcasting Corporation on January 5, 2001.

SIGNATURES

After reasonable inquiry and to the best of our knowledge and belief, we certify that the information set forth in this statement is true, complete and correct. Pursuant to Rule 13d-1(k)(1), each of the undersigned agrees that this statement is filed on behalf of each of us.

Dated: January 12, 2001

/s/ Sumner M. Redstone

Sumner M. Redstone,
Individually

National Amusements, Inc.

By: /s/ Sumner M. Redstone

Name: Sumner M. Redstone
Title: Chairman and Chief
Executive Officer

NAIRI, Inc.

By: /s/ Sumner M. Redstone

Name: Sumner M. Redstone
Title: Chairman and President

Viacom Inc.

By: /s/ Michael D. Fricklas

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

Westinghouse/CBS Holding
Company, Inc.

By: /s/ Angeline C. Straka

Name: Angeline C. Straka
Title: Vice President and Secretary

CBS Broadcasting Inc.

By: /s/ Angeline C. Straka

Name: Angeline C. Straka
Title: Vice President and Secretary

Exhibit Index

Exhibit No. -----	Description -----
99.3	Voting Agreement between Viacom Inc. and the individuals set forth on Schedule I thereto, dated as of January 4, 2001.
99.4	Press Release issued by Viacom Inc. and Infinity Broadcasting Corporation on January 5, 2001.

SCHEDULE I

CBS BROADCASTING INC.

EXECUTIVE OFFICERS

Name	Business or Residence Address	Principal Occupation or Employment	Name and Address of Corporation or Other Organization in which Employed
Mel Karmazin	Viacom Inc. 1515 Broadway New York, NY 10036	President and Chief Operating Officer of Viacom Inc.; Chairman, President and Chief Executive Officer of Infinity Broadcasting Corporation	Viacom Inc. 1515 Broadway New York, NY 10036 Infinity Broadcasting Corporation 40 West 57th Street New York, NY 10019
Louis J. Briskman*	CBS Broadcasting Inc. 51 W. 52nd Street New York, NY 10019	Executive Vice President and General Counsel of CBS Television	CBS Broadcasting Inc. 51 W. 52nd Street New York, NY 10019
Leslie Moonves	CBS Television 7800 Beverly Blvd. Suite 343 Los Angeles, CA 90036	President and Chief Executive Officer of CBS Television	CBS Television 7800 Beverly Blvd. Los Angeles, CA 90036
Fredric G. Reynolds*	Viacom Inc. 1515 Broadway New York, NY 10036	Executive Vice President and Chief Financial Officer of Viacom Inc.	Viacom Inc. 1515 Broadway New York, NY 10036
Michael D. Fricklas*	Viacom Inc. 1515 Broadway New York, NY 10036	Executive Vice President, General Counsel and Secretary of Viacom Inc.	Viacom Inc. 1515 Broadway New York, NY 10036

*Also a Director

SCHEDULE II

WESTINGHOUSE CBS HOLDING COMPANY, INC.

EXECUTIVE OFFICERS

Name	Business or Residence Address	Principal Occupation or Employment	Name and Address of Corporation or Other Organization in which Employed
Mel Karmazin	Viacom Inc. 1515 Broadway New York, NY 10036	President and Chief Operating Officer of Viacom Inc.; Chairman, President and Chief Executive Officer of Infinity Broadcasting Corporation	Viacom Inc. 1515 Broadway New York, NY 10036 Infinity Broadcasting Corporation 40 West 57th Street New York, NY 10019
Louis J. Briskman*	CBS Broadcasting Inc. 51 W. 52nd Street New York, NY 10019	Executive Vice President and General Counsel of CBS Television	CBS Broadcasting Inc. 51 W. 52nd Street New York, NY 10019
Leslie Moonves	CBS Television 7800 Beverly Blvd. Suite 343 Los Angeles, CA 90036	President and Chief Executive Officer of CBS Television	CBS Television 7800 Beverly Blvd. Los Angeles, CA 90036
Fredric G. Reynolds*	Viacom Inc. 1515 Broadway New York, NY 10036	Executive Vice President and Chief Financial Officer of Viacom Inc.	Viacom Inc. 1515 Broadway New York, NY 10036
Michael D. Fricklas*	Viacom Inc. 1515 Broadway New York, NY 10036	Executive Vice President, General Counsel and Secretary of Viacom Inc.	Viacom Inc. 1515 Broadway New York, NY 10036

*Also a Director

SCHEDULE III

VIACOM INC.

EXECUTIVE OFFICERS

Name	Business or Residence Address	Principal Occupation or Employment	Name and Address of Corporation or Other Organization in Which Employed
Sumner M. Redstone*	National Amusements, Inc. 200 Elm Street Dedham, MA 02026	Chairman of the Board and Chief Executive Officer of National Amusements, Inc.; Chairman and President of NAIRI, Inc.; Chairman of the Board and Chief Executive Officer of Viacom Inc.	National Amusements, Inc. 200 Elm Street Dedham, MA 02026 Viacom Inc. 1515 Broadway New York, NY 10036
Mel Karmazin*	Viacom Inc. 1515 Broadway New York, NY 10036	President and Chief Operating Officer of Viacom Inc.; Chairman, President and Chief Executive Officer of Infinity Broadcasting Corporation	Viacom Inc. 1515 Broadway New York, NY 10036 Infinity Broadcasting Corporation 40 West 57th Street New York, NY 10019
Michael D. Fricklas	Viacom Inc. 1515 Broadway New York, NY 10036	Executive Vice President, General Counsel and Secretary of Viacom Inc.	Viacom Inc. 1515 Broadway New York, NY 10036
Susan C. Gordon	Viacom Inc. 1515 Broadway New York, NY 10036	Vice President, Controller, Chief Accounting Officer of Viacom Inc.	Viacom Inc. 1515 Broadway New York, NY 10036

Carl D. Folta	Viacom Inc. 1515 Broadway New York, NY 10036	Senior Vice President, Corporate Relations of Viacom Inc.	Viacom Inc. 1515 Broadway New York, NY 10036
Martin D. Franks	Viacom Inc. 1515 Broadway New York, NY 10036	Senior Vice President of Viacom Inc.; Executive Vice President of CBS Television	Viacom Inc. 1515 Broadway New York, NY 10036
Robert G. Freedline	Viacom Inc. 1515 Broadway New York, NY 10036	Vice President, Treasurer of Viacom Inc.	Viacom Inc. 1515 Broadway New York, NY 10036
Carol A. Melton	Viacom Inc. 1515 Broadway New York, NY 10036	Senior Vice President, Government Affairs, of Viacom Inc.	Viacom Inc. 1515 Broadway New York, NY 10036
William A. Roskin	Viacom Inc. 1515 Broadway New York, NY 10036	Senior Vice President, Human Resources and Administration of Viacom Inc.	Viacom Inc. 1515 Broadway New York, NY 10036
Fredric G. Reynolds	Viacom Inc. 1515 Broadway New York, NY 10036	Executive Vice President, Chief Financial Officer of Viacom Inc.	Viacom Inc. 1515 Broadway New York, NY 10036
Martin Shea	Viacom Inc. 1515 Broadway New York, NY 10036	Senior Vice President, Investor Relations of Viacom Inc.	Viacom Inc. 1515 Broadway New York, NY 10036

*Also a Director

SCHEDULE III (continued)

DIRECTORS

Name	Business or Residence Address	Principal Occupation or Employment	Name and Address of Corporation or Other Organization in Which Employed
George S. Abrams	Winer & Abrams 60 State Street Boston, MA 02109	Attorney	Winer & Abrams 60 State Street Boston, MA 02109
David R. Andelman	Lourie & Cutler PC 60 State Street Boston, MA 02109	Attorney	Lourie & Cutler PC 60 State Street Boston, MA 02109
George H. Conrades	AKAMAI Technologies 500 Technology Square, 5th Floor Cambridge, MA 02139	Chairman and Chief Executive Officer of AKAMAI Technologies	AKAMAI Technologies 500 Technology Square, 5th Floor Cambridge, MA 02139
Philippe P. Dauman	DND Capital Partners, LLC 9 West 57th Street, Suite 4615 New York, NY 10019	Director of Viacom Inc. and Co-Chairman and CEO of DND Capital Partners, LLC	DND Capital Partners, LLC 9 West 57th Street, Suite 4615 New York, NY 10019
William H. Gray III	The College Fund/UNCF 8260 Willow Oaks Corporate Drive Fairfax, VA 22031	President and Chief Executive Officer of The College Fund/UNCF	The College Fund/UNCF 8260 Willow Oaks Corporate Drive Fairfax, VA 22031
Jan Leschly	Care Capital LLC Princeton Overlook 100 Overlook Center and Route 1, Suite 102 Princeton, NJ 08542	Chairman and CEO of Care Capital LLC	Care Capital LLC Princeton Overlook 100 Overlook Center and Route 1 Princeton, NJ 08542

David T. McLaughlin	Orion Safety Products The Gallery, Suite 205 46 Newport Road New London, NH 03257	Chairman and Chief Executive Officer of Orion Safety Products	Orion Safety Products The Gallery 46 Newport Road New London, NH 03257
Ken Miller	Credit Suisse First Boston Corporation 11 Madison Avenue - 25th Floor New York, NY 10010	Vice Chairman of C.S. First Boston	Credit Suisse First Boston Corporation 11 Madison Avenue 25th Floor New York, NY 10010
Leslie Moonves	CBS Television 7800 Beverly Blvd. Suite 343 Los Angeles, CA 90036	President and Chief Executive Officer of CBS Television	CBS Television 7800 Beverly Blvd. Los Angeles, CA 90036
Brent D. Redstone	c/o Showtime Networks Inc. 1633 Broadway New York, NY 10019	Director of National Amusements, Inc.	National Amusements, Inc. 200 Elm Street Dedham, MA 02026
Shari Redstone	National Amusements, Inc. 200 Elm Street Dedham, MA 02026	President of National Amusements, Inc. and Executive Vice President of NAIRI, Inc.	National Amusements, Inc. 200 Elm Street Dedham, MA 02026
Fredric V. Salerno	Verizon Communications Inc. 1095 Avenue of the Americas, 39th Floor New York, NY 10036	Vice Chairman and CFO of Verizon Communications Inc.	Verizon Communications Inc. 1095 Avenue of the Americas New York, NY 10036
William Schwartz	Cadwalader, Wickersham & Taft 100 Maiden Lane, Suite 1222 New York, NY 10038	Attorney	Cadwalader, Wickersham & Taft 100 Maiden Lane, Suite 1222 New York, NY 10038
Ivan Seidenberg	Verizon Communications Inc. 1095 Avenue of the Americas, 39th Floor New York, NY 10036	President and Co-CEO	Verizon Communications Inc. 1095 Avenue of the Americas, 39th Floor New York, NY 10036

Patty Stonesifer	Bill and Melinda Gates Foundation 1551 Eastlake Ave. East Seattle, WA 98102	Co-Chair and President of Bill and Melinda Gates Foundation	Bill and Melinda Gates Foundation 1551 Eastlake Ave. East Seattle, WA 98102
Robert D. Walter	Cardinal Health, Inc. 7000 Cardinal Place Dublin, OH 43017	Chairman and Chief Executive Officer of Cardinal Health, Inc.	Cardinal Health, Inc. 7000 Cardinal Place Dublin, OH 43017

SCHEDULE IV

NAIRI, INC.

EXECUTIVE OFFICERS

Name	Business or Residence Address	Principal Occupation or Employment	Name and Address of Corporation or Other Organization in Which Employed
Sumner M. Redstone*	National Amusements, Inc. 200 Elm Street Dedham, MA 02026	Chairman of the Board and Chief Executive Officer of National Amusements, Inc.; Chairman and President of NAIRI, Inc.; Chairman of the Board and Chief Executive Officer of Viacom Inc.	National Amusements, Inc. 200 Elm Street Dedham, MA 02026 Viacom Inc. 1515 Broadway New York, NY 10036
Shari Redstone*	National Amusements, Inc. 200 Elm Street Dedham, MA 02026	President of National Amusements, Inc. and Executive Vice President of NAIRI, Inc.	National Amusements, Inc. 200 Elm Street Dedham, MA 02026
Jerome Magner	National Amusements, Inc. 200 Elm Street Dedham, MA 02026	Vice President and Treasurer of National Amusements, Inc. and NAIRI, Inc.	National Amusements, Inc. 200 Elm Street Dedham, MA 02026
Richard Sherman	National Amusements, Inc. 200 Elm Street Dedham, MA 02026	Vice President of National Amusements, Inc. and NAIRI, Inc.	National Amusements, Inc. 200 Elm Street Dedham, MA 02026

*Also a Director

SCHEDULE V

NATIONAL AMUSEMENTS, INC.

EXECUTIVE OFFICERS

Name	Business or Residence Address	Principal Occupation or Employment	Name and Address of Corporation or Other Organization in Which Employed
Sumner M. Redstone*	National Amusements, Inc. 200 Elm Street Dedham, MA 02026	Chairman of the Board and Chief Executive Officer of National Amusements, Inc.; Chairman and President of NAIRI, Inc.; Chairman of the Board and Chief Executive Officer of Viacom Inc.	National Amusements, Inc. 200 Elm Street Dedham, MA 02026 Viacom Inc. 1515 Broadway New York, NY 10036
Shari Redstone*	National Amusements, Inc. 200 Elm Street Dedham, MA 02026	President of National Amusements, Inc. and Executive Vice President of NAIRI, Inc.	National Amusements, Inc. 200 Elm Street Dedham, MA 02026
Jerome Magner	National Amusements, Inc. 200 Elm Street Dedham, MA 02026	VP and Treasurer of National Amusements, Inc., and NAIRI, Inc.	National Amusements, Inc. 200 Elm Street Dedham, MA 02026
Richard Sherman	National Amusements, Inc. 200 Elm Street Dedham, MA 02026	Vice President of National Amusements, Inc. and NAIRI, Inc.	National Amusements, Inc. 200 Elm Street Dedham, MA 02026

*Also a Director

SCHEDULE V (continued)

DIRECTORS

Name	Business or Residence Address	Principal Occupation or Employment	Name and Address of Corporation or Other Organization in Which Employed
George S. Abrams	Winer & Abrams 60 State Street Boston, MA 02109	Attorney	Winer & Abrams 60 State Street Boston, MA 02109
David R. Andelman	Lourie and Cutler 60 State Street Boston, MA 02109	Attorney	Lourie and Cutler 60 State Street Boston, MA 02109
Michael D. Fricklas	Viacom Inc. 1515 Broadway New York, NY 10036	Executive Vice President, General Counsel and Secretary of Viacom Inc.	Viacom Inc. 1515 Broadway New York, NY 10036
Brent D. Redstone	c/o Showtime Networks Inc. 1633 Broadway New York, NY 10019	Director of National Amusements, Inc.	National Amusements, Inc. 200 Elm Street Dedham, MA 02026

VOTING AGREEMENT

This VOTING AGREEMENT (this "Agreement"), dated as of January 4, 2001, is entered into by and between VIACOM INC., a Delaware corporation ("Parent"), and the individuals set forth on Schedule I attached hereto (each, a "Stockholder", and together, the "Stockholders").

WHEREAS, Infinity Broadcasting Corporation, a Delaware corporation (the "Company"), Parent and IBC Merger Corp., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), have entered into an Agreement and Plan of Merger dated as of October 30, 2000 (the "Merger Agreement"; capitalized terms used and not defined herein shall have the respective meanings assigned to them in the Merger Agreement), pursuant to which the parties thereto have agreed, upon the terms and subject to the conditions set forth therein, to merge the Company with and into Merger Sub (the "Merger");

WHEREAS, Parent and the Company have agreed that the Company will hold a special meeting of its stockholders to seek the approval of the Merger and the Merger Agreement by holders of two-thirds of the Company's outstanding voting shares, other than shares owned by Parent or subject to this Agreement;

WHEREAS, as of the date hereof, each Stockholder is the record or beneficial owner of, or has the right to vote, or direct the voting and disposition of, the number of shares of Class A common stock, par value \$.01 per share (the "Class A Shares"), of the Company set forth opposite such Stockholder's name on Schedule I attached hereto; and

WHEREAS, Parent has requested the Stockholders to agree, and in order to facilitate the Merger, the Stockholders are willing to agree, to vote in favor of adopting the Merger Agreement and approving the Merger, upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below and in the Merger Agreement, the parties hereto agree as follows:

SECTION 1. Voting of Shares. (a) Voting Agreement. For so long as this Agreement is in effect, each Stockholder hereby agrees to appear in person or by proxy, or cause the holder of record on any applicable record date (the "Record Holder") to appear in person or by proxy, for the purpose of obtaining a quorum at any annual, special or other meeting of the stockholders of the Company, and at any adjournment or adjournments thereof, or pursuant to any consent in lieu of a meeting or otherwise at which matters relating to the Merger, the Merger Agreement or any transaction contemplated by the Merger Agreement are considered and to vote (or cause a Record Holder to vote) all of the Class A Shares, at any annual, special or other meeting of the stockholders of the Company, and at any adjournment or adjournments thereof, or pursuant to any consent in lieu of a meeting or otherwise, at which matters relating to the Merger, the Merger Agreement and the transactions contemplated by the Merger Agreement are considered and which such Stockholder has the right to so vote:

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(i) in favor of the Merger Agreement, the Merger and any actions required in furtherance thereof;

(ii) against any action or agreement that would result in a breach in any material respect of any covenant, representation or warranty or any other obligation of the Company under the Merger Agreement or which would result in any of the conditions to the Merger set forth in the Merger Agreement not being fulfilled; and

(iii) against (A) any extraordinary corporate transaction, such as a merger, rights offering, reorganization, recapitalization or liquidation involving the Company or any of its subsidiaries other than the Merger, (B) a sale or transfer of a material amount of assets of the Company or any of its subsidiaries or (C) any action that is intended, or could reasonably be expected, to impede, interfere with, delay, postpone or adversely affect the Merger and the other transactions contemplated by the Merger Agreement.

(b) Evaluation of Investment. Each Stockholder is capable of evaluating the merits and risks of its investment in Parent as a result of the Merger Agreement, and has the capacity to protect his own interest in making its investment in Parent. Each Stockholder (i) is acquiring shares of Class B common stock, par value \$.01 per share, of Parent (the "Parent Shares") to be issued to it under the Merger Agreement solely for its own account for investment purposes, and not with a view to the distribution thereof, (ii) is a sophisticated investor with knowledge and experience in business and financial matters, (iii) has received all information concerning Parent and the Merger, including, but not limited to, the Merger Agreement, as desired in order to evaluate the merits and the risks inherent in holding Parent Shares, (iv) is able to bear the economic risk inherent in holding Parent Shares and (v) is an Accredited Investor (as defined in Regulation D promulgated under the Securities Act).

(c) No Inconsistent Agreements. Each Stockholder hereby represents, warrants and covenants that, except as contemplated by this Agreement and the Merger Agreement, such Stockholder (i) has not entered, and will not enter into, any agreement with respect to the voting of such Stockholder's Class A Shares and (ii) has not granted, and will not grant, any proxy or power of attorney which is inconsistent with this Agreement.

SECTION 2. Representations and Warranties of each Stockholder. Each Stockholder represents and warrants, individually and not jointly, to Parent as follows:

(a) Binding Agreement. Such Stockholder has the capacity to execute and deliver this Agreement and to consummate the transactions contemplated hereby. Such Stockholder has duly and validly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles.

(b) No Conflict. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, or the performance of such Stockholder's obligations hereunder will not (i) require any consent, approval, authorization or permit of, registration,

declaration or filing (except for such filings as may be required under the federal securities laws) with, or notification to, any Governmental Entity, (ii) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation, or acceleration) under, any contract, agreement, instrument, commitment, arrangement or understanding, or result in the creation of a security interest, lien, charge, encumbrance, equity or claim with respect to any of such Stockholder's Class A Shares, (iii) require any material consent, authorization or approval of any Governmental Entity, or (iv) assuming any consents, approvals and authorizations necessary to enter into this Agreement have been received, and any condition precedent to such consent, approval, authorization, or waiver has been satisfied, violate or conflict with any Laws applicable to such Stockholder, such Stockholder's Class A Shares or by which any property or asset of such Stockholder is bound or affected, except for such exceptions to the foregoing as (A) are not reasonably likely to have an adverse effect on the valid performance by such Stockholder of its obligations hereunder or (B) become applicable as a result of the business or activities in which Parent or any of its respective affiliates is or proposes to be engaged or any acts or omissions by, or facts pertaining to, Parent.

(c) Ownership of Shares. Such Stockholder is the record or beneficial owner of the Class A Shares set forth opposite such Stockholder's name on Schedule I attached hereto free of any limitation or restriction on the right to vote or direct the vote of the Shares, and there are no outstanding options or other rights to acquire from such Stockholder, or obligations of such Stockholder to sell or to dispose of, any Class A Shares. Such Stockholder holds exclusive power to vote the Class A Shares set forth opposite such Stockholder's name on Schedule I attached hereto. As of the date of this Agreement, the Class A Shares set forth opposite such Stockholder's name on Schedule I attached hereto represent all of the shares of capital stock of the Company beneficially owned by the Stockholder (except for 164,250 Class A Shares held by the William S. and Ina Levine Foundation and 62,500 Class A Shares held by the Moreno Family Foundation and which Messrs. Levine and Moreno, respectively, may have voting power but as to which Messrs. Levine and Moreno, respectively, disclaim beneficial ownership and which shares are not made subject to this Agreement).

SECTION 3. Representations and Warranties of Parent. Parent represents and warrants to each Stockholder as follows:

(a) No Conflict. None of the execution and delivery of this Agreement, the consummation by Parent of the transactions contemplated hereby, or the compliance by Parent with any of the provisions hereof will (i) conflict with or result in a breach of any provision of its Restated Certificate of Incorporation or Amended and Restated By-laws, (ii) require any consent, approval, authorization or permit of, registration, declaration or filing (except for such filings as may be required under the federal securities laws) with, or notification to, any Governmental Entity, (iii) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation, or acceleration) under any contract, agreement, instrument, commitment, arrangement or understanding, (iv) require any material consent, authorization or approval of any person other than a Governmental Entity, or (v) violate or conflict with any Laws applicable to Parent, except for such exceptions to each of the foregoing as are not reasonably likely to have an adverse effect on the valid performance by Parent of its obligations hereunder.

(b) Registration of Parent Shares. (i) The Parent Shares to be issued to the Stockholders in the Merger have been registered under the Securities Act pursuant to a Registration Statement on Form S-4 and, upon issuance thereof as contemplated by the Merger Agreement, shall not be subject to any restriction on transfer under or imposed by the Securities Act except for such limitations, if any, as may be applicable to a Stockholder pursuant to Rule 144 (as a result of such Stockholder being deemed to be an "affiliate", as defined in Rule 144(a) under the Securities Act, of Parent following the Effective Time) or Rule 145 under the Securities Act.

(ii) If the Parent Shares issued to the Stockholders in the Merger shall not have been registered under the Securities Act pursuant to a Registration Statement on Form S-4, then Parent shall use all reasonable efforts following the Effective Time and upon the written request of the Stockholders, to register under the Securities Act the Parent Shares issued to the Stockholders. Each Stockholder acknowledges and agrees that Parent will not be deemed to be in breach of the representation and warranty set forth in clause (i) of this Section 3(b) from and after the effective time of a registration statement filed under the Securities Act by Parent pursuant to the first sentence of this clause (ii).

SECTION 4. Covenants of the Stockholders. For so long as this Agreement is in effect:

(a) Efforts. Each Stockholder agrees not to take any action which would make any representation or warranty of such Stockholder herein untrue or incorrect in any material respect or take any action that would have the effect of preventing, impairing or disabling such Stockholder from performing its obligations under this Agreement, other than any action permitted to be taken pursuant to the Merger Agreement.

(b) Additional Shares. Without limiting the provisions of the Merger Agreement, in the event (i) of any stock dividend, stock split, recapitalization, reclassification, combination or exchange of shares of capital stock of the Company on, of or affecting any Stockholder's Class A Shares or (ii) any Stockholder shall become the beneficial owner of any additional shares of capital stock of the Company or other securities entitling the holder thereof to vote or give consent with respect to the matters set forth in Section 1 hereof, then the terms of this Agreement shall apply to the shares of capital stock or other securities of the Company held by such Stockholder immediately following the effectiveness of the events described in clause (i) or such Stockholder becoming the beneficial owner thereof, as described in clause (ii), as though they were Class A Shares of such Stockholder hereunder. Each Stockholder hereby agrees, while this Agreement is in effect, to notify Parent of the number of any new Class A Shares acquired by such Stockholder, if any, after the date hereof.

SECTION 5. Termination. This Agreement shall terminate on the earlier of (i) the termination of the Merger Agreement in accordance with its terms and (ii) the Effective Time. Termination of this Agreement shall not relieve any party from liability for any intentional breach of its obligations hereunder committed prior to such termination.

SECTION 6. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly

given or made upon receipt) by delivery in person, by facsimile, by courier service or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 6):

If to Parent, to:

Viacom Inc.
1515 Broadway
New York, New York 10036
Telecopier No.: (212) 258-6099
Attention: General Counsel

with a copy to:

Shearman & Sterling
599 Lexington Avenue
New York, New York 10022
Telecopier No.: (212) 848-7179
Attention: Creighton O'M. Condon, Esq.

If to any Stockholder, to:

The address set forth opposite such
Stockholder's name on Schedule I hereto,

with a copy to:

Powell, Goldstein, Frazer & Murphy LLP
16th Floor
191 Peachtree Street, N.E.
Atlanta, GA 30303
Telecopier: (404) 572-6999
Attention: William B. Shearer, Jr., Esq.

SECTION 7. Amendment; Release. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, each of the parties hereto, provided that, with respect to the obligations of any Stockholder under this Agreement, this Agreement may be amended with the approval of such Stockholder and Parent notwithstanding the failure to obtain the approval of any other Stockholder.

SECTION 8. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect as long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in

good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

SECTION 9. Entire Agreement; Assignment. This Agreement (including Schedule I) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the parties, with respect to the subject matter hereof. This Agreement shall not be assigned by operation of law or otherwise, except that Parent may assign all or any of its rights and obligations hereunder to any direct wholly owned subsidiary of Parent, provided that no such assignment shall relieve Parent of its obligations hereunder.

SECTION 10. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

SECTION 11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to conflicts of law principles) as to all matters, including validity, construction, effect, performance and remedies.

SECTION 12. Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 13. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by each party hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

SECTION 14. Consent to Jurisdiction. (a) Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of the State of Delaware sitting in the County of New Castle and the United States District Court for the State of Delaware, and the appellate courts having jurisdiction of appeals in such courts, for the purpose of any action or proceeding arising out of or relating to this Agreement and each party hereto hereby irrevocably agrees that all claims in respect to such action or proceeding may be heard and determined exclusively in any such court. Each party hereto agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each party hereto irrevocably consents to the service of the summons and complaint and any other process in any other action or proceeding relating to the transactions contemplated by this Agreement, on behalf of itself or its property, by personal delivery of copies of such process to such party. Nothing in this Section 14 shall affect the right of either party to serve legal process in any other manner permitted by law.

SECTION 15. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

SECTION 16. Expenses. Except as otherwise specified in this Agreement, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

SECTION 17. Further Assurances. Parent and each Stockholder will execute and deliver all such further documents and instruments and take all such further action as may be necessary in order to consummate the transactions contemplated hereby.

SECTION 18. Indemnification. Parent hereby agrees, to the fullest extent permitted under applicable law, to indemnify and hold harmless each Stockholder against all costs and expenses (including attorneys' fees), judgments, fines, losses, claims, damages, liabilities and settlement amounts paid by such Stockholder (a) in connection with any claim, action, suit, proceeding or investigation based upon such Stockholder being a party to this Agreement or performing his obligations hereunder and (b) arising out of the breach of any representation or warranty made by Parent in this Agreement (and shall reimburse each Stockholder for all reasonable and documented out-of-pocket expenses incurred in connection with any matter which Parent is obligated to indemnify the Stockholders pursuant hereto). In the event a Stockholder seeks indemnification from Parent for any such claim, action, suit, proceeding or investigation, (i) Parent shall pay the reasonable fees and expenses of counsel selected by the Stockholders in connection therewith, which counsel shall be reasonably satisfactory to Parent, promptly after statements therefor are received and (ii) Parent shall cooperate in the defense of any such matter; provided, however, that Parent shall not be liable for any settlement effected without its written consent (which consent shall not be unreasonably withheld); provided further that the Stockholders may, collectively, retain only one counsel with respect to any matter subject to the indemnification provided for in this Section 18 except to the extent, as determined by counsel to the Stockholders, that the two Stockholders shall have conflicting interests in the outcome of such matter.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by each of the parties hereto on the day and year first written above.

VIACOM INC.

By: /s/ Michael D. Fricklas

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

/s/ William S. Levine

WILLIAM S. LEVINE

/s/ Arturo R. Moreno

ARTURO R. MORENO

SCHEDULE I

Name and Address of Stockholder -----	Number of Class A Shares -----
William S. Levine 1702 East Highland Avenue Suite 310 Phoenix, Arizona 85016	37,244,806 (1)
Arturo R. Moreno 2398 East Camelback Road Suite 610 Phoenix, Arizona 85016	39,843,848 (2)

 (1) Includes the following Class A Shares: (a) 1,923,077 shares held in a Rabbi Trust for the benefit of Mr. Moreno, as to which Mr. Levine has sole voting power but not investment power and as to which he disclaims beneficial ownership; and (b) 35,319,948 Class A Shares held by Levine Investments Limited Partnership as to which Mr. Levine disclaims beneficial ownership except to the extent of his partnership interest. Excludes 164,250 Class A Shares owned by the William S. and Ina Levine Foundation, as to which Mr. Levine has shared voting and investment power and as to which he disclaims beneficial ownership, which shares are not covered by this Agreement.

(2) Includes the following Class A Shares: (a) 4,291,745 Class A Shares which Mr. Moreno holds jointly with his spouse; and (b) 5,151,582 Class A Shares held by BRN Properties Limited Partnership as to which Mr. Moreno disclaims beneficial ownership except to the extent of his interest in the Partnership. Excludes (a) 62,500 Class A Shares held by the Moreno Family Foundation as to which Mr. Moreno disclaims beneficial ownership, which shares are not covered by this Agreement and (b) 1,923,077 Class A Shares held in the Rabbi Trust referred to in footnote (1) above.

INFINITY ANNOUNCES MEETING OF STOCKHOLDERS
TO VOTE ON MERGER WITH VIACOM

Companies Continue To Expect Completion of Merger
In First Quarter of 2001

New York, New York, January 5, 2001 - Infinity Broadcasting Corporation (NYSE: INF) and Viacom Inc. (NYSE: VIA and VIA.B) announced today that Infinity will hold a meeting of its stockholders to seek approval on the merger of the two companies. The companies decided to seek stockholder approval after a recent Delaware Chancery Court decision involving another corporation (Digex, Inc. Shareholders Litigation) created uncertainty about whether such a vote might be required for Delaware corporations, such as Infinity. The stockholder meeting is expected to occur in the first quarter of 2001. The closing of the merger is expected to occur promptly following the meeting.

The companies also announced that in a show of support for the merger, Infinity's two largest stockholders other than Viacom, Arturo R. Moreno and William S. Levine, have agreed to vote their shares in favor of the transaction.

Mel Karmazin, President and Chief Operating Officer of Viacom, said, "Our stockholders have been overwhelmingly enthusiastic about the transaction, which is a win-win for Viacom and Infinity. In light of the Delaware decision, we decided to seek a shareholder vote to eliminate any uncertainty created by the ruling."

Stockholders of record on January 16, 2001 will be entitled to vote on the proposed merger. Infinity will seek approval of two-thirds of the outstanding voting shares, other than shares owned by Viacom or subject to the voting agreement.

As previously announced, Infinity and Viacom have entered into a definitive agreement under which Viacom will acquire all of the issued and outstanding shares of Infinity Common Stock that it does not currently own for 0.592 of a share of Viacom Class B Common Stock per share of Infinity Class A Common Stock. Viacom currently holds 100% of the Infinity Class B Common Stock, which represents approximately 64.2% of the total outstanding shares of the Infinity Class A and Class B Common Stock and approximately 90% of the combined voting power of the Infinity Class A and Class B Common Stock. Viacom does not currently hold any of the Infinity Class A Common Stock.

The Infinity Board of Directors approved the merger agreement after receiving the unanimous recommendation of a special committee of independent directors, which was advised by separate legal and financial advisors. The transaction was also unanimously approved by the Board of Directors of Viacom.

Conference Call

Viacom will hold a conference call for investors and financial analysts on Friday, January 5, at 8:30 a.m. (EST). The Chief Financial Officer and General Counsel of Viacom and the Chief Financial Officer of Infinity will be available to answer questions. The call is open to the general public. The conference call number is 800-810-0924. Please call five minutes in advance to ensure that you are connected prior to the presentation.

Investors are urged to read the proxy statement/prospectus that will be filed with the Securities and Exchange Commission by Viacom and Infinity in connection with the merger because it will contain important information, including the identities of the participants in the solicitation of proxies from Infinity stockholders and a description of such participants' interests in such solicitation. You will be able to obtain a free copy of the proxy statement/prospectus and other relevant documents filed with the Commission by Viacom and Infinity at the Commission's website, <http://www.sec.gov>. Viacom and Infinity investors will also be able to obtain a free copy of the relevant documents by contacting Investor Relations at Viacom at: 800-516-4399, 1515 Broadway, New York, New York 10036 or www.viacom.com.

Note: a registration statement relating to the Viacom Class B common stock to be issued in the above transaction has been filed with the Securities and Exchange Commission, but has not yet become effective. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This press release shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any State in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such State.

Contacts:

Media	Carl Folta	Susan Duffy
- - - - -	212-258-6352	212-258-6347
Investors	Marty Shea	Jim Bombassei
- - - - -	212-846-6515	212-258-6377

