

**MB Docket No. 10-56**  
**INFORMATION AND DISCOVERY REQUEST FOR NBC UNIVERSAL, INC.**

1. Provide an organizational chart for the Company as a whole and for each of the Company's facilities or divisions that specifies each position as well as the individual(s) in each of those positions, covering the period from January 1, 2009 to the present.
2. Provide a list of all Broadcast Television Stations in which the Company has an Attributable Interest. For each such station identify the licensee, the network affiliation (if any), the community of license and DMA in which it operates, and the number of television households it reaches.
3. Provide a list of all Broadcast Television Stations that the Company manages or operates pursuant to an agreement, including but not limited to a joint sales agreement or local marketing agreement, and provide a complete copy of each associated contract. For each such station identify the licensee, the network affiliation (if any), the community of license and DMA in which it operates, and the number of television households it reaches.
4. Other than the Broadcast Television Stations listed in the response to Request #2 above, identify each Broadcast Television Station in the U.S. which is a Broadcast Affiliate of the NBC or Telemundo networks, and for each such station identify the licensee, the network affiliation (if any), the community of license and DMA in which it operates, and the number of television households reached by each Broadcast Affiliate.
5. Provide a complete copy of each current network affiliation agreement, including all schedules, exhibits, and attachments referenced in each such agreement, between the Company and the licensees, or assignees, of all independently owned Broadcast Television Stations affiliated with the NBC or Telemundo networks.
6. Identify each Broadcast Programming Network owned by, operated by, managed by, or attributed to the Company, and for each such network, identify separately on a monthly basis the following:
  - a. Nature and percentage of the Company's ownership interest;
  - b. Identity of and percentage owned by each other Person who holds an Attributable Interest;
  - c. Date the network was launched, and from whom the Company acquired its ownership interest;
  - d. Nature and extent of the Company's role in management, including whether the Company has any board representation, management rights, voting rights and/or veto power;
  - e. Identity of each (1) MVPD and (2) Online Video Programming Distributor that carries any of these networks, and state which such network(s) they carry;
  - f. Total number of subscribers or users that receive each Broadcast Programming Network and, separately, the total number of subscribers or users that receive such programming via (1) terrestrial cable, (2) DBS, (3) the Internet, and (4) any other distribution arrangement (briefly describe);
  - g. Every Online Video Programming Distributor, including but not limited to Apple, Amazon.com, Google, NetFlix, Hulu, and Comcast, that publishes, sells, or distributes, in whole or in part, content produced or distributed by each Broadcast

- Programming Network, and the total number of subscribers and unique users of each Online Video Programming Distributor who view this content;
- h. Total revenues and other consideration received from each (1) MVPD; (2) non-affiliated Online Video Programming Distributor; (3) affiliated Online Video Programming Distributor; and (4) Broadcast Affiliate, separately categorized by (i) subscription fees, (ii) advertising revenues, and (iii) other (briefly describe);
  - i. Margin the Company earns on each Broadcast Programming Network separately for each (1) MVPD; (2) non-affiliated Online Video Programming Distributor; and (3) affiliated Online Video Programming Distributor;
  - j. Value to the Company of selling each Broadcast Programming Network to each additional subscriber (categorized by (i) subscription revenue, (ii) advertising revenue, and (iii) other (briefly describe)), separately for each (1) MVPD; (2) non-affiliated Online Video Programming Distributor; and (3) affiliated Online Video Programming Distributor; and
  - k. Whether the Company delivers the Broadcast Programming Network to MVPDs via satellite or terrestrial transmission facilities, and whether the Company has changed that transmission facility since acquiring such programming interest or plans to change that transmission facility.
7. Identify each Non-Broadcast Programming Network owned by, operated by, managed by, or attributed to the Company, and for each such network, identify separately on a monthly basis the following:
- a. Nature and percentage of the Company's ownership interest;
  - b. Identity of and percentage owned by each other person who holds an Attributable Interest;
  - c. Date the network was launched, and from whom the Company acquired its ownership interest;
  - d. Nature and extent of the Company's role in management, including whether the Company has any board representation, management rights, voting rights and/or veto power;
  - e. Identity of each (1) MVPD and (2) Online Video Programming Distributor that carries any of these networks, and state which such network(s) they carry;
  - f. Total number of subscribers or users that receive each Non-Broadcast Programming Network and, separately, the total number of subscribers or users that receive such programming via (1) terrestrial cable, (2) DBS, (3) the Internet, and (4) any other distribution arrangement (briefly describe);
  - g. Every Online Video Programming Distributor, including but not limited to Apple, Amazon.com, Google, NetFlix, Hulu, and Comcast, that publishes, sells, or distributes, in whole or in part, content produced or distributed by each Non-Broadcast Programming Network, and the total number of subscribers and unique users of each Online Video Programming Distributor who view this content;
  - h. Total revenues and other consideration received from each (1) MVPD; (2) non-affiliated Online Video Programming Distributor; (3) affiliated Online Video Programming Distributor; and (4) Broadcast Affiliate, separately categorized by (i) subscription fees, (ii) advertising revenues, and (iii) other (briefly describe);
  - i. Margin the Company earns on each Non-Broadcast Programming Network separately for each (1) MVPD; (2) non-affiliated Online Video Programming Distributor; and (3) affiliated Online Video Programming Distributor;
  - j. Value to the Company of selling each Non-Broadcast Programming Network to each additional subscriber (categorized by (i) subscription revenue, (ii) advertising revenue, and (iii) other (briefly describe)), separately for each (1) MVPD; (2) non-

- affiliated Online Video Programming Distributor; and (3) affiliated Online Video Programming Distributor;
- k. Whether the Company delivers the Non-Broadcast Programming Network to MVPDs via satellite or terrestrial transmission facilities, and whether the Company has changed that transmission facility since acquiring such programming interest or plans to change that transmission facility; and
  - l. Identify all Video Programming that the Company maintains is a close substitute for the programming on the Company's national Non-Broadcast Programming Networks. See Application at 114.
8. Identify each Movie Producer owned by, operated by, managed by, or attributed to the Company. For each such Movie Producer, (a) identify the percentage the Company owns; (b) identify each other owner and provide the percentage ownership for each; and (c) describe the Company's management and/or control rights, including its ability to appoint officers and directors as well as its veto right(s) over business decisions.
  9. Identify each Wholesale Movie Distributor owned by, operated by, managed by, or attributed to the Company. For each such Wholesale Movie Distributor, (a) identify the percentage the Company owns; (b) identify each other owner and provide the percentage ownership for each; and (c) describe the Company's management and/or control rights, including its ability to appoint officers and directors as well as its veto right(s) over business decisions.
  10. Identify each Video Programming Producer owned by, operated by, managed by, or attributed to the Company. For each such Video Programming Producer, (a) identify the percentage the Company owns; (b) identify each other owner and provide the percentage ownership for each; and (c) describe the Company's management and/or control rights, including its ability to appoint officers and directors as well as its veto right(s) over business decisions.
  11. Identify each Wholesale Video Programming Distributor owned by, operated by, managed by, or attributed to the Company. For each such Wholesale Video Programming Distributor, (a) identify the percentage the Company owns; (b) identify each other owner and provide the percentage ownership for each; and (c) describe the Company's management and/or control rights, including its ability to appoint officers and directors as well as its veto right(s) over business decisions.
  12. Identify each Online Video Programming Distributor owned by, operated by, managed by, or attributed to the Company. For each such Online Video Programming Distributor, (a) identify the percentage the Company owns; (b) identify each other owner and provide the percentage ownership for each; and (c) describe the Company's management and/or control rights, including its ability to appoint officers and directors as well as its veto right(s) over business decisions.
  13. For each Online Video Programming Distributor identified in the response to Request #12 and which the Company owns, operates, or manages, identify each mechanism by which the Company makes Video Programming available to end users on the Internet, and identify all Video Programming content that the Company makes available to end users through each of these mechanisms.
  14. Describe in detail the structure and ownership of Ion Media Networks, Inc. ("ION"), including the percentage the Company owns in ION, the amount of debt the Company

holds in ION, and the identity and percentage ownership of each other owner with an Attributable Interest. Describe the Company's role in ION's management, including whether the Company has any board representation, management rights, voting rights, and/or veto power over business decisions. Describe the Company's involvement in must-carry and/or retransmission consent negotiations on behalf of ION with MVPDs. Describe the strategic decision(s) of ION in which the Company has played a role, including but not limited to decisions related to the Open Mobile Video Coalition.

15. For each Movie Producer identified in Request #8, provide an itemized list of cost categories that the Company tracks internally. For each of these line items, provide the total costs, on a monthly basis, for each of the last five years.
16. For each Video Programming Producer identified in Request #10, provide an itemized list of cost categories that the Company tracks internally. For each of these line items, provide the total costs, on a monthly basis, for each of the last five years.
17. For each Wholesale Movie Distributor identified in Request #9, provide for each of the last five years:
  - a. A list of the movies that the Company has produced internally, on a monthly basis, i.e., for which it is the Movie Producer as identified in Request #8;
    - i. The costs of producing each of these movies, broken out by line item, on a monthly basis;
    - ii. The costs of acquiring wholesale distribution rights for each movie, broken out by line item, on a monthly basis, if applicable;
    - iii. The percentage of movies for which the Company holds wholesale distribution rights for which it is Movie Producer as identified in Request #8, including the total number of movies used in these calculations; and
    - iv. The revenues generated to the Company from the distribution of each of these movies from each distribution window, both international and domestic, including but not limited to home video (Blu-Ray discs and DVDs), MVPDs (i.e., for VOD, including both movies available to consumers for a charge and for free), Non-Broadcast Programming Networks, Broadcast Programming Networks, Broadcast Television Stations, Online Video Programming Distributors, and other retail distributors of movies, on a monthly basis.
  - b. A list of the movies for which the Company has acquired distribution rights from unaffiliated Movie Producers, on a monthly basis;
    - i. The costs of acquiring the wholesale distribution rights for each movie, broken down by line item, on a monthly basis;
    - ii. The percentage of movies for which the Company holds wholesale distribution rights that it acquired from unaffiliated Movie Producers, including the total number of movies used in these calculations;
    - iii. The revenues generated to the Company from the distribution of each of these movies from each distribution window, both international and domestic, including but not limited to home video (Blu-Ray discs and DVDs), MVPDs (i.e., for VOD, including both movies available to consumers for a charge and for free), Non-Broadcast Programming Networks, Broadcast Programming Networks, Broadcast Television Stations, Online Video Programming Distributors, and other retail distributors of movies, on a monthly basis; and
  - c. Copies of all agreements currently in effect and all agreements executed since January 1, 2005, including all schedules, exhibits, and attachments referenced in

each such agreement, between the Company and any other Person concerning the Company's wholesale distribution rights for movies.

18. For each Wholesale Video Programming Distributor identified in Request #11, provide for each of the last five years:
- a. A list of the programs that the Company produced internally;
    - i. The ratings of each program in each distribution window, (e.g., ratings of *The Office* on Broadcast Television Stations, Non-Broadcast Programming Networks, and Online Video Programming Distributors) when applicable, subsequent to its first run;
    - ii. The costs of acquiring wholesale distribution rights for each program, broken down by line item, on a monthly basis, if applicable;
    - iii. The percentage of programming for which the Company holds wholesale distribution rights for which it is the Video Programming Producer as identified in Request #10, including the total number of programs used in these calculations; and
    - iv. The revenues generated from the distribution of each of these programs, from each distribution window, both international and domestic, including but not limited to home video (Blu-Ray discs and DVDs), MVPDs (i.e., for VOD, including both movies available to consumers for a charge and for free), Non-Broadcast Programming Networks, Broadcast Programming Networks, Broadcast Television Stations, Online Video Programming Distributors, and other retail distributors of movies, on a monthly basis;
  - b. A list of the programs for which the Company has acquired distribution rights from unaffiliated Video Programming Producers, on a monthly basis;
    - i. The costs of acquiring the wholesale distribution rights for each program, broken down by line item, on a monthly basis;
    - ii. The percentage of programs for which the Company holds wholesale distribution rights that it acquired from unaffiliated Video Programming Producers, including the total number of programs used in these calculations; and
    - iii. The revenues generated from the distribution of each of these programs, from each distribution window, both international and domestic, including but not limited to home video (Blu-Ray discs and DVDs), MVPDs (i.e., for VOD, including both movies available to consumers for a charge and for free), Non-Broadcast Programming Networks, Broadcast Programming Networks, Broadcast Television Stations, Online Video Programming Distributors, and other retail distributors of movies, on a monthly basis; and
  - c. Copies of all agreements currently in effect and all agreements executed since January 1, 2005, including all schedules, exhibits, and attachments referenced in each such agreement, between the Company and any other Person concerning the Company's wholesale distribution rights for programming.
19. For each Broadcast Programming Network and Non-Broadcast Programming Network identified in Requests #6 and 7, provide for each of the last five years:
- a. A list of the first-run programs that the Company produces internally on a monthly basis;
    - i. The ratings of each program, on a monthly basis;
    - ii. The costs of producing each of these programs, broken down by line item, on a monthly basis;

- iii. The percentage of first-run programming that the Company produces internally broken down by day part, i.e., Early Morning, Morning, Afternoon Early Fringe, Access, Prime Time, Late Fringe, and Overnight, including the total number of programs used in these calculations; and
    - iv. The amount of advertising revenue generated from each program, broken down by line item, on a monthly basis;
  - b. A list of the first-run programs that the Company acquires from unaffiliated Video Programming Producers, on a monthly basis;
    - i. The ratings of each program, on a monthly basis;
    - ii. The costs of acquiring each of these programs, broken down by line item, on a monthly basis;
    - iii. The percentage of first-run programming that the Company acquires from unaffiliated Video Programming Producers broken down by day part, i.e., Early Morning, Morning, Afternoon Early Fringe, Access, Prime Time, Late Fringe, and Overnight, including the total number of programs used in these calculations; and
    - iv. The amount of advertising revenue generated from each program, broken down by line item, on a monthly basis;
  - c. Copies of all agreements currently in effect and all agreements executed since January 1, 2005, including all schedules, exhibits, and attachments referenced in each such agreement, between the Company and any other Person concerning the supply of Video Programming to the Company.
- 20. Provide a pro-forma annual financial three-statement model (i.e., income statement, balance sheet and cash flow statement) for the Company with projections through 2014, if possible broken down separately by company-wide data, and by individual business unit.
- 21. Submit a copy of each (1) The Nielsen Company report; (2) ComScore report; (3) Centris report; and (4) any other third-party report on MVPD, Video Programming or online video usage regularly used by the Company, and describe all research using (1) The Nielsen Company; (2) ComScore; (3) Centris; and (4) any third-party data, including any and all electronic versions of any such report.
- 22. Identify any corporate or other entity not previously identified in which the Company owns 5% or more of the issued and outstanding stock of any class or in which the Company otherwise has an Attributable Interest and, for each, provide the following:
  - a. The name of the entity;
  - b. The lines of business of the entity;
  - c. The executive officers of the entity; and
  - d. Whether the Company will contribute such entity to the Transaction.
- 23. To the extent not provided in response to another inquiry, provide all agreements and similar documents relating to the Transaction, including but not limited to all attachments, appendices, side or separate letter agreements to the Master Agreement and similar documents by and among the Applicants, their Subsidiaries, Affiliates, or any subset thereof.
- 24. Provide all agreements currently in effect and all agreements executed since January 1, 2006 between the Company and any other Person that grant online video distribution rights to the Company. Identify any agreements that grant exclusive online video distribution rights to the Company.

25. Provide all agreements currently in effect and all agreements executed since January 1, 2006 between the Company and any other Person that grant online video distribution rights for the Company's Video Programming.
26. Describe in detail all discussions, deliberations, analyses, and decisions related to providing or not providing the Company's Video Programming to unaffiliated Online Video Programming Distributors, including but not limited to Boxee, YouTube, Amazon, and iTunes. Identify all persons, including their respective positions and organization, involved in such decisions, deliberations, analyses, or discussions.
27. Identify and describe all negotiations since January 1, 2006 between the Company and any (1) MVPD and (2) Online Video Programming Distributor relating to carriage, licensing, or distribution of any Video Programming owned or controlled by the Company that did not result in an agreement.
28. Provide all strategic plans, policies, analyses, and presentations prepared for, presented to, reviewed by, discussed by, or considered by the Company's board of directors or the Company's executive management, or any member thereof, relating to the Company's entry into the distribution of Video Programming over the Internet.
29. To the extent not provided in response to Request #28, submit all documents prepared for, presented to, reviewed by, discussed by, or considered by the Company's board of directors or the Company's executive management, or any member thereof, discussing competition in the provision of Video Programming on the Internet, including, but not limited to, market studies, forecasts, and surveys, and all other documents relating to:
  - a. The sales, market share, or competitive position of the Company or its competitors;
  - b. The relative strength or weakness of companies, including the Company and its competitors that are currently providing or are planning to engage in online video distribution; and
  - c. Current and projected advertising rates, subscription fees, revenues, and costs, relating to the Company's distribution of Video Programming over the Internet.
30. For distribution of Video Programming over the Internet, describe in detail all Company data or estimates related to the minimum viable scale necessary for entry, including but not limited to the capital required for entry, construction of new facilities, spectrum and/or license requirements, whether carriage on any particular Online Video Programming Distributor is necessary and, if so, the identity of each such distributor, and the number of subscribers and advertisers needed to break even. If carriage by any such distributor is not necessary, explain why not.
31. Provide copies of the Company's business plans prepared for, presented to, reviewed by, discussed by, or considered by the Company's board of directors or the Company's executive management, or any member thereof, relating to its (a) distribution of Video Programming on the Internet, including but not limited to TV Everywhere and Hulu; and (b) Non-Broadcast Programming Networks, in the United States.
32. Describe in detail all discussions, deliberations, analyses, and decisions related to the possibility of Hulu charging a monthly fee to access content on their website.
33. Provide all agreements currently in effect and all agreements executed since January 1, 2006 between the Company and any MVPD regarding cable network carriage,

retransmission consent, program carriage, and other distribution rights for the Company's Video Programming.

34. If the Company has ever participated in negotiations for a retransmission consent agreement on behalf of an NBC or Telemundo Broadcast Affiliate or another independently owned Broadcast Television Station, provide a copy of each such negotiated retransmission consent agreement.
35. Provide all documents discussing or describing any retransmission consent agreement negotiated by the Company on behalf of any NBC or Telemundo Broadcast Affiliates or another independently-owned Broadcast Television Station.
36. If the Company has ever solicited or required an independently owned Broadcast Television Station affiliated with NBC or Telemundo to request or require carriage of any of the Company's Non-Broadcast Programming Networks by an MVPD as a condition for the granting of retransmission consent of the Broadcast Television Station to the MVPD, for each such instance identify: (i) the Broadcast Television Station's call sign, community of license and DMA in which it operates; (ii) the MVPD for which the Broadcast Affiliate requested retransmission consent; (iii) the programming that was requested or required as a condition for the granting of retransmission consent; and (iv) any consideration, whether pecuniary or otherwise, that the Company offered or gave to the Broadcast Affiliate in return for requesting or requiring carriage of the NBCU Non-Broadcast Programming Network(s) by the MVPD.
37. For each Broadcast Television Station identified in response to Request #2, identify each MVPD system that currently retransmits the Broadcast Television Station, and for each: (i) state whether the station is carried under a retransmission consent agreement or a must-carry election; (ii) if the station is carried under a retransmission consent agreement, state the term and expiration date of such agreement; (iii) if the station is carried under a retransmission consent agreement, indicate whether the agreement was combined, bundled, or negotiated concurrently with a contract for rights to other Video Programming in which the Company has a financial interest (if so, identify the specific Video Programming with which the retransmission rights were combined, bundled, or negotiated concurrently); and (iv) identify the periods of time, if any, during which the Broadcast Television Station was not retransmitted by the MVPD. Also identify, for each Broadcast Television Station identified in response to Request #2, whether there are any MVPD systems eligible to carry that station pursuant to must-carry or retransmission consent that do not currently carry the station and, for each station, state the periods of time during which the broadcast signal was retransmitted.
38. If the Company has ever participated in negotiations for a retransmission consent agreement on behalf of a Broadcast Television Station identified in response to Request #3, provide a copy of each such negotiated retransmission consent agreement.
39. Provide all strategic plans, policies, analyses, and presentations prepared for, presented to, reviewed by, discussed by, or considered by the Company's board of directors or the Company's executive management or any member thereof, discussing trends or the future viability of free over-the-air broadcast television based upon any market studies, forecasts and surveys, and all other documents within the Company's possession, custody, or control, as well as the data used in the analyses or studies and an explanation of the methodology used in the analyses or studies.



40. Describe in detail any first-run or original Video Programming that the Company has moved from any of its Broadcast Programming Networks to a Company-affiliated Non-Broadcast Programming Network, and any Video Programming that the Company has moved from any of its Company-affiliated Non-Broadcast Programming Networks to a Broadcast Programming Network.
41. Describe in detail all plans by the Company for the potential development of new Company-affiliated Non-Broadcast Programming Networks and the programming planned for any such networks.
42. Describe the Company's processes for:
  - a. Developing and producing movies for first-run distribution in theaters, as well as home video, (i.e., for VOD, including both movies available to consumers for a charge and for free), Non-Broadcast Programming Networks, Broadcast Programming Networks, Broadcast Television Stations, Online Video Programming Distributors, and other retail distributors of movies for Movie Producers identified in Request #8.
  - b. Developing and producing television programs and other Professional Video for distribution on MVPDs (i.e., for VOD, including both movies available to consumers for a charge and for free), Non-Broadcast Programming Networks, Broadcast Programming Networks, Broadcast Television Stations, Online Video Programming Distributors, and other retail distributors of programs for Video Programming Producers identified in Request #10.
  - c. Selecting and scheduling television programs, movies, and other Professional Video to air or otherwise be made available for viewing on each of the Company's distribution outlets, including but not limited to Broadcast Programming Networks, Non-Broadcast Programming Networks, Broadcast Television Stations, and Online Video Programming Distributors.
  - d. Selecting unaffiliated and affiliated movies to distribute on a wholesale basis for first-run distribution in theaters, as well as home video, MVPDs (i.e., for VOD, including both movies available to consumers for a charge and for free), Non-Broadcast Programming Networks, Broadcast Programming Networks, Broadcast Television Stations, Online Video Programming Distributors, and other retail distributors of movies.
  - e. Selecting unaffiliated and affiliated television programs and other Professional Video to distribute on MVPDs (i.e., for VOD, including both movies available to consumers for a charge and for free), Non-Broadcast Programming Networks, Broadcast Programming Networks, Broadcast Television Stations, Online Video Programming Distributors, other retail distributors of Professional Video.
  - f. Selling advertising on Broadcast Programming Networks, Non-Broadcast Programming Networks, Broadcast Television Stations, and Online Video Distributors and determining how many advertisements to sell in each program or Professional Video.
43. Describe in detail the split of national versus local advertising time for NBC and Telemundo versus each of its Broadcast Affiliates in its Broadcast Network Programming, and list the fees and other consideration paid from or to each Broadcast Affiliate.
44. For each of the Broadcast Television Stations identified in response to Request #2 and #3, provide separately a list of the monthly revenues obtained from each distributor/purchaser

of the Company's Video Programming, including but not limited to (1) MVPDs; (2) local advertising; (3) NBCU; (4) other sources.

45. Describe all discussions, deliberations, and decisions relating to possible changes in the terms of the Company's broadcast affiliation agreements, including reductions in network compensation fees, rights to distribute programming aired by the Company's Broadcast Affiliates via VOD, Hulu, and/or other non-broadcast distributors; and rights to represent Broadcast Affiliates in retransmission consent negotiations. Describe the consideration, if any, that NBC and Telemundo Broadcast Affiliates and NBC or Telemundo O&O stations receive from Broadcast Network Programming licensed to MVPDs and Online Video Programming Distributors, including but not limited to VOD services and Hulu.
46. Provide all agreements currently in effect and all agreements executed since January 1, 2006 between the Company and unaffiliated MVPDs or Online Video Programming Distributors for advertising their video distribution service on any of the Company's systems for delivering Video Programming.
47. Identify and describe separately all negotiations since January 1, 2006 between the Company and any (1) MVPD and (2) Online Video Programming Distributor, regarding carriage, licensing, or distribution of advertising for their video distribution service on any of the Company's systems for delivering Video Programming, and describe the outcome of each negotiation.
48. Provide all documents discussing the Company's decisions regarding whether or not and under what terms and conditions to air advertising from any MVPDs, Online Video Programming Distributors, or Non-Broadcast Programming Networks.
49. For all DMAs in which NBC and Telemundo O&Os overlap with Comcast's Cable Systems, provide the names and addresses of the Company's twenty (20) largest buyers (by number of units) of advertising time on NBC O&Os and Telemundo O&Os, broken down by NBC and Telemundo O&O.
50. Submit all market studies, forecasts, and surveys, prepared internally or by outside parties, that were presented to or considered by the Company's board of directors or the Company's executive management, concerning the willingness of consumers to substitute non-Professional Video for Professional Video, and the extent to which such potential substitution is affected by the loss and/or cost of access to Professional Video content.
51. Submit all market studies, forecasts, and surveys, prepared internally or by outside parties, that were presented to or considered by the Company's board of directors or the Company's executive management, concerning the willingness of advertisers to buy inventory on websites, portals, aggregators, or syndicators of non-Professional Videos in lieu of inventory supplied by Online Video Programming Distributors. Include data and analyses comparing the prices of such advertisements, i.e., cost per thousand impressions ("CPMs"), and the amount of advertising inventory available in each. Include data and analyses discussing the extent to which Online Video Programming Distributors' potential loss of access to Professional Video Content affects advertisers' substitution(s).
52. Provide all agreements currently in effect and all agreements executed since December 31, 2003 between the Company and any Marquee Sports League which convey the right to distribute the League's games or other content in the United States, including distribution

as part of any Non-Broadcast Programming Network or as Video Programming on the Internet, in which the Company has an ownership, controlling or Attributable interest, whether distributed via MVPD or by an Online Video Programming Distributor.

53. For each Broadcast Programming Network and Non-Broadcast Programming Network in which the Company holds an Attributable Interest and that carries Sports Programming, identify the sports teams, leagues, or organizations whose distribution rights are held by the Broadcast Programming Network or Non-Broadcast Programming Network, and for each type of Sports Programming held, state: (i) the official name of the team, league, or organization and the sport played; (ii) the term of the contract that grants the right to distribute the Sports Programming; (iii) the number of game events entitled to be distributed by the Company under the agreement; (iv) the number of game events licensed to the Company in which the Company has an exclusive license under the agreement; (v) the total number of game events that the team, league, or organization could make available to Broadcast Programming Networks, Non-Broadcast Programming Networks, VOD, PPV, and Online Video Programming Distributors under the agreement; and (vi) the actual number of game events it makes available to such entities under the agreement.
54. Identify all sports teams, leagues, and other organizations with which the Company or a network in which the Company has an Attributable Interest has a contract granting distribution rights in the U.S., and, for each one state:
  - a. The official name of the team, league, or organization, the sport played, and its home venue;
  - b. The term of the contract that grants the right to distribute the Sports Programming in the U.S. and whether the Company has a right of first refusal;
  - c. The geographic area in which the Company has rights to distribute the Sports Programming;
  - d. The percentage of total game events entitled to be distributed live under the agreement and the percentage for which the live distribution rights are exclusive to Non-Broadcast Programming Networks in which the Company has an interest;
  - e. Plans to begin distributing game events in the U.S.; and
  - f. Specify whether the Company is currently distributing or not distributing this Sports Programming on an attributable or non-attributable Sports Programming network.
55. Provide all strategic plans, policies, analyses, and presentations prepared for, presented to, reviewed by, discussed by, or considered by the Company's board of directors or the Company's executive management, or any member thereof, regarding the modification or termination of exclusive or non-exclusive Sports Programming distribution arrangements, or regarding entering into new exclusive or non-exclusive Sports Programming distribution arrangements.
56. Describe in detail all discussions or negotiations, if any, that the Company has conducted directly with (1) the manufacturers of televisions and/or Set-Top Boxes to make the Company's Video Programming available through those devices and (2) any entity that makes available any web browser, software, and/or any online retailer capable of streaming and/or publishing Video Programming from the Internet to such a device, including but not limited to Boxee, Kylo, iTunes, Amazon.com, and NetFlix.
57. Provide all strategic plans, policies, analyses, and presentations prepared for, presented to, reviewed by, discussed by, or considered by the Company's board of directors or the Company's executive management, or any member thereof, to deliver the Company's

Video Programming over the Internet to Set-Top Boxes, television sets, and video consoles. Such devices include, but may not be limited to, AppleTV, Roku, Vudu, Xbox, Nintendo Wii, and Sony PlayStation.

58. Provide a timeline that depicts the steps the Company will take to divest KWHY-TV in the Los Angeles DMA, and identify each step that the Company has already taken to divest itself of its interest in the station.
59. Provide a timeline that depicts the steps the Company will take to divest KXAS-TV, Fort Worth, TX or otherwise come into compliance with the Commission's newspaper/broadcast cross-ownership rule in the Dallas-Ft. Worth, Texas DMA.

## Definitions

**In this Information and Document Request, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):**

1. The term “Company” or “NBCU” means NBC Universal, Inc. and its Subsidiaries.
2. “Comcast” means Comcast Corporation and its Subsidiaries.
3. “Telemundo” means Telemundo Communications Group, Inc., a wholly-owned Subsidiary of NBCU.
4. “NBC O&O” and “Telemundo O&O” means a Broadcast Television Station licensed to NBC Telemundo License Co. or its Subsidiaries.
5. The term “Affiliate” means, as to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person.
6. The terms “and” and “or” have both conjunctive and disjunctive meanings.
7. The word “any” shall be construed to include the word “all,” and the word “all” shall be construed to include the word “any.” The word “each” shall be construed to include the word “every,” and the word “every” shall be construed to include the word “each.” All words used in the singular should be construed to include the plural, and all words used in the plural should be construed to include the singular.
8. The term “Applicants” means Comcast, General Electric Company, and NBCU.
9. The term “Application” means that application submitted by the Applicants on January 28, 2010 titled, “*Applications and Public Interest Statement, In re Applications for Consent to Transfer of Control of Licenses General Elec. Co., Transferor, to Comcast Corp., Transferee,*” the economists’ report submitted by the Applicants on March 5, 2010 titled “*Application of the Commission Staff Model of Vertical Foreclosure to the Proposed Comcast-NBCU Transaction,*” and the economists’ reports submitted by the Applicants on May 4, 2010 titled “*An Economic Analysis of Competitive Benefits from the Comcast-NBCU Transaction*” and “*The Comcast/NBCU Transaction and Online Video Distribution.*”
10. The term “Attributable Interest” means: (1) for Cable Systems, any interest that is cognizable or attributable under Section 76.501 of the Commission’s Rules; (2) for Non-Broadcast Programming Networks, any interest that is cognizable or attributable under Section 76.1000(b) of the Commission’s Rules; (3) for Broadcast Television Stations, any interest that is cognizable or attributable under Section 73.3555 of the Commission’s Rules.
11. The term “Broadcast Affiliate” means any Broadcast Television Station having any contract, arrangement, or understanding, express or implied, with a broadcast television network, *except* a station licensed to be owned and operated by a broadcast television network or its Subsidiary.

12. The term “Broadcast Programming” refers to television broadcasts distributed free over the air or pursuant to must-carry or retransmission consent on MVPDs.
13. The term “Broadcast Programming Network” means without limitation network video programming delivered simultaneously to two or more Broadcast Television Stations.
14. The term “Broadcast Television Station” means a station in the television broadcast band transmitting simultaneous visual and aural signals intended to be received by the public.
15. The term “DBS” means direct broadcast satellite.
16. The term “Designated Market Area” or “DMA” means unique, county-based geographic areas designated by The Nielsen Company.
17. The term “discussing” when used to refer to documents means analyzing, constituting, summarizing, reporting on, considering, recommending, setting forth, or describing a subject. Documents that contain reports, studies, forecasts, analyses, plans, proposals, evaluations, recommendations, directives, procedures, policies, or guidelines regarding a subject should be treated as documents that discuss the subject. However, documents that merely mention or refer to a subject without further elaboration should not be treated as documents that discuss that subject.
18. The term “documents” means all computer files and written, recorded, and graphic materials of every kind in the possession, custody or control of the Company. The term “documents” includes without limitation drafts of documents, copies of documents that are not identical duplicates of the originals, and copies of documents the originals of which are not in the possession, custody, or control of the Company. In addition, the term “documents” includes without limitation any amendments, side letters, appendices or attachments. The term “computer files” includes without limitation information stored in, or accessible through, computer or other information retrieval systems. Thus, the Company should produce documents that exist in machine-readable form, including documents stored in personal computers, portable computers, workstations, minicomputers, mainframes, servers, backup disks and tapes and archive disks and tapes, and other forms of offline storage, whether on or off the Company’s premises. Electronic mail messages should also be provided, even if only available on backup or archive tapes or disks. Computer files shall be printed and produced in hard copy or produced in machine-readable form (provided that Commission staff determine prior to submission that it would be in a format that allows the Commission to use the computer files), together with instruction and all other materials necessary to use or interpret the data. Unless otherwise specified, the term “documents” excludes bills of lading, invoices, purchase orders, customs declarations, and other similar documents of a purely transactional nature and also excludes architectural plans and engineering blueprints.
19. The term “identify,” when used with reference to a person or persons, means to state his/her full legal name, current or last known business address, current or last known telephone number, current or last known organization and position therewith. “Identify,” when used with reference to a document, means to state the date, author, addressee, type of document (e.g., the types of document, as described above), a brief description of the subject matter, its present or last known location and its custodian, who must also be identified. “Identify,” when used with reference to an entity other than a person, means to

state its name, current or last known business address, and current or last known business telephone number.

20. The term “Marquee Sports League” or “League” means any or all of the following sports teams or leagues: Major League Baseball, the National Basketball Association, the National Football League, the National Hockey League, NASCAR, Indy Car Series, NCAA Division I Football, NCAA Division I Basketball, the Olympics, ATP, USTA, WTA, USGA, PGA, LPGA, and The Tour de France.
21. The term “Master Agreement” refers to the document titled “*Master Agreement Among General Electric Company, NBC Universal, Inc., Comcast Corporation, and Navy, LLC*” dated December 3, 2009.
22. The term “Movie Producer” means the creator or producer of any theatrical release or movie that uses professional-grade equipment, talent, and/or production crews, for initial distribution in movie theaters.
23. The term “Multichannel Video Programming Distributor” or “MVPD” means an entity, including but not limited to a cable operator, which is engaged in the business of making available for purchase, by subscribers or customers, multiple channels of Video Programming.
24. The term “Non-Broadcast Programming Network” means without limitation network video programming delivered directly to MVPDs, whether delivered in standard or high definition.
25. The term “Online Video Programming Distributor” means an entity which is engaged in the business of making available, either for free or for a charge, Professional Video programming delivered over the Internet to end users, through any means of online delivery including, but not limited to, a website, an online or mobile wireless portal, or an aggregator or syndicator of professional online video programming, such as Apple Company’s iTunes, Comcast’s FanCast XFINITY, Netflix, and Hulu.
26. The term “Pay Per View” or “PPV” means a service that allows MVPD subscribers, for an additional fee, to order individual programs, generally live event programming.
27. The term “Professional Video” means any video that is created or produced using professional-grade equipment, talent, and/or production crews, or for which media and/or entertainment companies hold or maintain the rights of distribution and/or syndication.
28. The term “Person” includes the Company, and means any individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture, limited liability company or other entity, or a government or any political subdivision or agency thereof.
29. The term “plans” means tentative and preliminary proposals, recommendations, or considerations, whether or not finalized or authorized, as well as those that have been adopted.
30. The term “relating to” means in the whole or in part constituting, containing, concerning, discussing, describing, analyzing, identifying, or stating.

31. The term “Set-Top Box” means a stand-alone device that receives and decodes programming so that it may be displayed on a television. Set-top boxes may be used to receive broadcast, cable, and/or satellite programming.
32. The term “Sports Programming” is limited to sporting events associated with sports teams, leagues, and organizations.
33. The term “Subsidiary” as to any Person means any corporation, partnership, joint venture, limited liability company, or other entity of which shares of stock or other ownership interests having ordinary voting power to elect a majority of the board of directors or other managers of such corporation, partnership, joint venture, limited liability company or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly, through one or more intermediaries, or both, by such Person.
34. The term “Transaction” means all transactions contemplated in the Application, including any and all transactions described in the Master Agreement, and including all agreements and amendments thereto.
35. “United States” or “U.S.” means the United States, its possessions, territories, and outlying areas.
36. The term “Video-on-Demand” or “VOD” means a service which allows MVPD subscribers to view individual programs at the time of their choosing including but not limited to motion pictures, Professional Video, Broadcast Programming Networks, or Non-Broadcast Programming Networks. VOD includes without limitation both free programs and programs for which there is a charge.
37. The term “Video Programming” means all Professional Video content delivered via any means, whether in an analog or digital format.
38. The term “Video Programming Producer” means any person who produces Video Programming.
39. The term “Wholesale Movie Distributor” means a distributor of movies, including but not limited to current and library movies, to a theater, MVPD, Broadcast Programming Network, Non-Broadcast Programming Network, Broadcast Television Station, retailer (e.g., in a packaged Blu-Ray or DVD format for home video), Online Video Programming Distributor on broadband, linear, and set-top box platforms with services that include VOD, PPV, and Set-Top Box interactive features.
40. The term “Wholesale Video Programming Distributor” means a distributor of programs on an individual basis, including but not limited to current and library television programs, to an MVPD, Broadcast Programming Network, Non-Broadcast Programming Network, Broadcast Television Station, retailer (e.g., in a packaged Blu-Ray or DVD format for home video), Online Video Programming Distributor on broadband, linear, and set-top box platforms with services that include VOD, PPV, and Set-Top Box interactive features.



## Instructions

1. If not otherwise specified, all Information and Document Requests cover the period from January 1, 2008 through the present.
2. The Company should contact Commission staff prior to submitting a response to any Information and Document Request that will result in the production of more than 10,000 pages.
3. Corporations and other entities, including affiliated or subsidiary entities, should be identified by the Central Index Key (“CIK”) assigned by the Securities and Exchange Commission (“SEC”). A unique identifier should be used for each entity that has not been assigned a CIK by the SEC.
4. Each requested document shall be submitted in its entirety, even if only a portion of that document is responsive to a request made herein. This means that the document shall not be edited, cut, or expunged, and shall include all appendices, tables, or other attachments, and all other documents referred to in the document or attachments. All written materials necessary to understand any document responsive to these requests must also be submitted.
5. For each document or statement submitted in response to the requests, indicate, by number, to which request it is responsive and identify the Person(s) from whose files the document was retrieved. If any document is not dated, state the date on which it was prepared. If any document does not identify its author(s) or recipient(s), state, if known, the name(s) of the author(s) or recipient(s). The Company must identify with reasonable specificity all documents provided in response to these requests.
6. Indicate to which request number submitted materials are responsive and group those submitted materials according to that request number. If a document is responsive to more than one request, provide the document for the first request to which it is responsive, and in later instances where it would be responsive, specify each response to which it was also submitted. In addition, responses should be grouped, identifying the appropriate custodian. Where more than one identical copy of a requested document exists, the Company shall only submit one representative copy.
7. With each submission, provide a cover letter (colored slipsheet is preferred) in each box or package submitted that: (1) identifies the number of boxes or packages delivered and the Bates ranges of documents contained in each respectively numbered box or package (if only one package is delivered, so state); (2) identifies documents by the request to which they respond and also identifies the consecutive Bates numbers (do not skip Bates numbers, but, if doing so is necessary, identify any Bates numbers that were skipped) corresponding to that request (you should use initial alpha codes to signify each request, e.g., NBCU No. 1-000001 or NBCU No. 16-000001); (3) indicates whether the materials are a partial or full response to any request to which they respond; and (4) lists the Bates numbers (or ranges of Bates numbers) of documents by custodian (these custodian-Bates-number lists do not need to be consecutive, but to the extent it is possible to cluster a custodian’s document with each set of requests, do so). Paginate any public and nonpublic responses (i.e., submitted pursuant to the Protective Order) to the requests identically for ease of reference. For multiple-box deliveries, consistently and clearly

label each box with the following information: the name of the submitting party; date of the submission; box number; range(s) of Bates numbers enclosed; and custodians from whom the documents were obtained.

8. Unless otherwise requested by the Commission, electronic documents (e.g., e-mail) and data shall be produced in electronic form only. Electronic documents and data shall be produced in a format that allows the Commission to access and use them, together with instructions and all other materials necessary to use or interpret the data, including record layouts and data dictionaries, and a description of the data's source. The Company should clearly and completely label all columns and rows of each spreadsheet or database, and indicate the Company and the number and subpart of the request in the title at the top of each spreadsheet or database, in the file name of each spreadsheet or database, and on the label of each CD submitted. For documents and data submitted electronically, each electronic media device must be labeled so as to identify the contents of that media device. For electronic media containing electronic documents, the label must state which custodian's documents are contained on the device and the document control numbers of those documents. Responses to items 6-7, 15-21, and 44 should be submitted only as: (1) a machine-readable Excel spreadsheet or (2) as an Access database, unless otherwise negotiated with the Commission.
9. In response to any request calling for the number of subscribers, the total number of basic subscribers on a Cable System shall be calculated according to the following method: the number of single family dwellings plus the number of individual households in multiple dwelling units (apartments, condominiums, mobile home parks, etc.) paying at the basic subscriber rate plus the number of bulk rate customers (i.e., the total annual bulk-rate charge divided by the basic annual subscription rate for individual subscribers).
10. The specific requests made herein are continuing in nature. The Company is required to produce in the future any and all documents and information that are responsive to the requests made herein but not initially produced at the time, date and place specified herein. In this regard, the Company must supplement its responses (a) if the Company learns that, in some material respect, the documents and information initially disclosed were incomplete or incorrect or (b) if additional responsive documents or information are acquired by or become known to the Company after the initial production. The requirement to update the record will continue until the Commission's decision regarding the Transaction is no longer subject to reconsideration by the Commission or to review by any court.
11. Any documents that are withheld in whole or in part from production based on a claim of privilege shall be assigned document control numbers (with unique consecutive numbers for each page of each document). The Company shall also provide a statement of the claim of privilege and all facts relied upon in support of the decision to withhold each document, in the form of a log that conforms to the requirements set forth below.
12. For each document identified on the Company privilege log:
  - 1) Provide the document control number(s);
  - 2) Identify all authors of the document;
  - 3) Identify all addressees of the document;
  - 4) Identify all recipients of the document or of any copies of the document, to the extent not included among the document's addressees;

- 5) Provide the date of the document;
- 6) Provide a description of the subject matter of the document;
- 7) State the nature or type of the privilege that the Company is asserting for the document (e.g., “attorney-client privilege”);
- 8) Provide the number(s) of the Request to which the document is responsive;
- 9) Provide the document control number(s) of any attachments to the document, regardless of whether any privilege is being asserted for such attachment(s); and
- 10) State whether the document has been produced in redacted form, and include the range of Bates labels for those produced documents.

13. The Company’s privilege log shall also conform with all of the following requirements:

- 1) Provide a separate legend identifying each author, addressee, and recipient identified on the Company’s privilege log.
- 2) Identify on the privilege log, and denote with an asterisk, all attorneys acting in a legal capacity with respect to the withheld document or communication.
- 3) The description of the subject matter of each document shall describe the nature of the document in a manner that, though not revealing information that is itself privileged, provides sufficiently detailed information to enable the Commission to assess the applicability of the privilege claimed.
- 4) For each document withheld under a claim that it constitutes or contains attorney work product, also state whether the Company asserts that the document was prepared in anticipation of litigation or for trial and, if so, specify the anticipated litigation or trial upon which the assertion is based.
- 5) Produce all nonprivileged portions of any responsive document (including nonprivileged or redactable attachments) for which a claim of privilege is asserted, except where the only nonprivileged information in the document has already been produced. Note where any redactions in the document have been made.
- 6) The privilege log shall be produced in both hardcopy and electronic form, the electronic form of which shall be both searchable and sortable.
- 7) Documents sent solely between counsel, including in-house counsel acting solely in a legal capacity, and documents authored by the Company’s outside counsel that were not directly or indirectly furnished to any third party, such as internal law firm memoranda, may be omitted from the privilege log. However, any attachments to such documents must be included on the privilege log (if a privilege is applicable to such materials), unless such attachments are addressed and sent solely to counsel.