

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934

iVillage Inc.

(Name of Issuer)

Common Stock, \$0.01 par value per share

(Title of class of securities)

46588H105

(CUSIP Number)

Richard Cotton, Executive Vice President and General Counsel
NBC Universal, Inc.
30 Rockefeller Plaza
New York, NY 10112
(212) 664-4444

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

March 3, 2006

(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 Rules 13d-1(e), 13d-1(f) or 13d-1(g), check the following
box .

CUSIP NO. 46588H105

13D

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1	NAME OF REPORTING PERSONS	NBC Universal, Inc.
	I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY):	14-1682529
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP:	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS:	WC; AF
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e):	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION:	Delaware
NUMBER OF SHARES	7 SOLE VOTING POWER:	0
BENEFICIALLY OWNED BY	8 SHARED VOTING POWER:	18,184,653
EACH REPORTING	9 SOLE DISPOSITIVE POWER:	0
PERSON WITH	10 SHARED DISPOSITIVE POWER:	18,184,653
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON:	18,184,653
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES:	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11):	25.0%
14	TYPE OF REPORTING PERSON:	CO

SEE INSTRUCTIONS BEFORE FILLING OUT!

1 NAME OF REPORTING PERSON: General Electric Company
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY): 14-0689340

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS: Not applicable

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e):

6 CITIZENSHIP OR PLACE OF ORGANIZATION: New York

7 SOLE VOTING POWER: Disclaimed (see 11 below)

8 SHARED VOTING POWER: 0

9 SOLE DISPOSITIVE POWER: Disclaimed (see 11 below)

10 SHARED DISPOSITIVE POWER: 0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON: Beneficial ownership of all shares disclaimed by General Electric Company

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES:

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): Not applicable (see 11 above)

14 TYPE OF REPORTING PERSON: CO

SEE INSTRUCTIONS BEFORE FILLING OUT!

1 NAME OF REPORTING PERSON: National Broadcasting Company Holding, Inc.
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY): 13-3448662

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS: Not applicable

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e):

6 CITIZENSHIP OR PLACE OF ORGANIZATION: Delaware

NUMBER OF SHARES	7	SOLE VOTING POWER:	Disclaimed (see 11 below)
BENEFICIALLY OWNED BY	8	SHARED VOTING POWER:	0
EACH REPORTING	9	SOLE DISPOSITIVE POWER:	Disclaimed (see 11 below)
PERSON WITH	10	SHARED DISPOSITIVE POWER:	0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON: Beneficial ownership of all shares disclaimed by National Broadcasting Company Holding, Inc.

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES:

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): Not applicable (see 11 above)

14 TYPE OF REPORTING PERSON: CO

SEE INSTRUCTIONS BEFORE FILLING OUT!

This statement on Schedule 13D relates to the common stock, par value \$.01 per share ("iVillage Common Stock"), of iVillage Inc., a Delaware corporation ("iVillage"). The address of iVillage's principal executive offices is 500 Seventh Avenue, New York, New York 10018.

Item 2. Identity and Background.

This statement is being filed by NBC Universal, Inc. ("NBCU"), for and on behalf of itself, National Broadcasting Company Holding, Inc. ("NBC Holding") and General Electric Company ("GE"). NBCU is an 80% owned subsidiary of NBC Holding, and NBC Holding is a wholly owned subsidiary of GE. NBCU, NBC Holding and GE are referred to herein as the "Reporting Persons." An agreement among the Reporting Persons with respect to the filing of this statement is attached hereto as Exhibit 1.

NBCU is a Delaware corporation with its principal executive offices located at 30 Rockefeller Plaza, New York, New York 10112. The principal activities of NBCU are the operation of television and cable broadcast networks and television stations and the provision of related media and Internet services. NBC Holding is a Delaware corporation with its principal executive offices located at 30 Rockefeller Plaza, New York, New York 10112. NBC Holding is a holding company which owns 80% of the outstanding common stock of NBCU. GE is a New York corporation with its principal executive offices located at 3135 Easton Turnpike, Fairfield, Connecticut 06431. GE engages in providing a wide variety of industrial, commercial and consumer products and services.

The name, business address, present principal occupation or employment, and citizenship of each director and executive officer of NBCU, NBC Holding and GE are set forth on Schedules A, B and C, respectively, attached hereto.

Other than the SEC's Order Instituting Cease-and-Desist Proceedings, Making Findings, and Imposing a Cease-and-Desist Order Pursuant to Section 21C of the Act, SEC Release No. 34-50426 (September 23, 2004), none of the Reporting Persons nor, to the best of their knowledge, any of the persons listed on Schedules A, B or C hereto, during the last five years, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction resulting in 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.

This statement is being filed while the Reporting Persons are in the process of verifying information required herein from their respective directors and executive officers. If the Reporting Persons obtain information concerning such individuals which would cause a material change in the disclosure contained herein, an amendment to this statement will be filed that will disclose such change.

Item 3. Source and Amount of Funds or Other Consideration.

The Voting Agreement described in Item 4 of this statement (the terms of which are hereby incorporated by reference) was entered into by NBCU and Hearst Communications, Inc. (the "Stockholder") as an inducement to NBCU to enter into the Merger Agreement described in Item 4 (the terms of which are hereby incorporated by reference). NBCU did not pay additional consideration to

the Stockholder in connection with the execution and delivery of the Voting Agreement. In addition, the Stockholder granted NBCU a limited irrevocable proxy for the purpose of voting the shares covered by the Voting Agreement in accordance with the terms of the Voting Agreement. NBCU presently expects that the consideration paid by it to the holders of iVillage Common Stock following consummation of the Merger will be provided by working capital and/or contributions to capital by its affiliates.

Item 4. Purpose of Transaction.

(a)-(b) On March 3, 2006, NBCU, iVillage Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of NBCU ("Sub"), and iVillage entered into an Agreement and Plan of Merger (the "Merger Agreement") providing for the merger of Sub with and into iVillage (the "Merger"), with iVillage surviving the Merger as a wholly owned subsidiary of NBCU (the "Surviving Corporation"), upon the terms and subject to the conditions set forth in the Merger Agreement. Pursuant to the Merger Agreement, as of the Effective Time (as defined in the Merger Agreement), each issued and outstanding share of iVillage Common Stock (other than iVillage Common Stock held in treasury or owned by NBCU or Sub or with respect to which statutory appraisals rights are perfected) will be converted into the right to receive \$8.50 in cash in accordance with the terms and conditions of the Merger Agreement. A copy of the Merger Agreement is included as Exhibit 2 hereto and the description of the Merger Agreement contained herein is qualified in its entirety by reference to Exhibit 2, which is incorporated herein by reference.

In connection with the execution of the Merger Agreement, in order to induce NBCU to enter into the Merger Agreement, NBCU and the Stockholder entered into a Voting Agreement, dated as of March 3, 2006 (the "Voting Agreement"). Pursuant to the Voting Agreement, the Stockholder has agreed, among other things, during the period from the date of the Voting Agreement until any termination of the Voting Agreement in accordance with its terms, (a) to vote all the shares of iVillage Common Stock that it owns (i) in favor of the adoption of the Merger Agreement and the approval of the transactions contemplated thereby, (ii) against any action or agreement that would result in a breach of any representation, warranty, covenant, agreement or other obligation of iVillage in the Merger Agreement, (iii) against any merger agreement or merger (other than the Merger Agreement and the Merger), consolidation, combination, sale of substantial assets, reorganization, recapitalization, dissolution, liquidation or winding up of or by iVillage or any other Acquisition Proposal (as defined in the Merger Agreement) and (iv) against any agreement, amendment of the Company Charter Documents (as defined in the Merger Agreement) or other action that is intended or could reasonably be expected to prevent, impede, interfere with, delay, postpone or discourage the consummation of the Merger; (b) not to (i) sell, transfer (including by operation of law), give, pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement (including any profit sharing arrangement) or understanding with respect to the Transfer (as defined in the Voting Agreement) of, any Stockholder Shares (as defined in the Voting Agreement) owned by the Stockholder (or any interest therein), (ii) deposit any Stockholder Shares owned by the Stockholder into a voting trust or grant any proxies or enter into a voting agreement, power of attorney or voting trust with respect to any Stockholder Shares, (iii) commit to do any of the foregoing or (iv) take any action that would make any representation or warranty of the Stockholder set forth in the Voting Agreement untrue or incorrect in any material respect or have the effect of preventing, disabling or delaying the

Stockholder from performing any of its obligations under the Voting Agreement; and (c) as a stockholder (either individually or through any representatives or agents) not to (i) solicit, initiate or knowingly facilitate or encourage an Acquisition Proposal or any proposal that is reasonably likely to lead to an Acquisition Proposal, and (ii) subject to certain exceptions, (x) furnish or disclose to any Person (as defined in the Merger Agreement) non-public information with respect to or in furtherance of an Acquisition Proposal, (y) negotiate or engage in discussions with any Person with respect to or in furtherance of an Acquisition Proposal or (z) enter into any agreement (whether or not binding) or agreement in principle with respect to an Acquisition Proposal. The Voting Agreement terminates upon the earlier to occur of (i) the Effective Time and (ii) the termination of the Merger Agreement in accordance with its terms. The number of shares of iVillage Common Stock held by the Stockholder and subject to the Voting Agreement as of March 3, 2006 are set forth on Schedule A thereto. A copy of the Voting Agreement is included as Exhibit 3 hereto and the description of the Voting Agreement contained herein is qualified in its entirety by reference to Exhibit 3, which is incorporated herein by reference.

(c) Not applicable.

(d) Upon consummation of the Merger, the directors of the Surviving Corporation shall be the existing directors of Sub, until the earlier of their resignation or removal or until their respective successors are duly elected (as the case may be) and qualified.

(e)-(f) Not applicable.

(g) Pursuant to the Merger Agreement, upon consummation of the Merger, the Certificate of Incorporation and Bylaws of iVillage will be changed as provided for in the Merger Agreement.

(h)-(i) Upon consummation of the Merger, iVillage Common Stock will be delisted from the Nasdaq National Market and will become eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934, as amended.

(j) Other than as described above, the Reporting Persons currently have no plans or proposals which relate to, or may result in, any of the matters listed in Items 4(a)-(i) of Schedule 13D (although the Reporting Persons reserve the right to develop such plans).

Item 5. Interest in Securities of the Issuer.

(a)-(b) The responses of the Reporting Persons to Rows (11) through (13) of the cover pages of this Schedule 13D are incorporated herein by reference. As of March 3, 2006, the shares of common stock subject to the Voting Agreement consisted of 18,184,653 shares of iVillage Common Stock and represented approximately 25.0% of the issued and outstanding shares of iVillage Common Stock as of February 28, 2006, based on iVillage's representation in the Merger Agreement that there were 72,781,679 shares of iVillage Common Stock outstanding as of that date. By virtue of the Voting Agreement, NBCU may be deemed to share with the Stockholder the power to vote or, with certain exceptions, dispose of shares of iVillage Common Stock subject to the Voting Agreement. However, NBCU is not entitled to any rights as a stockholder of iVillage as to the shares of iVillage Common Stock covered by the Voting Agreement. As a result of the Voting Agreement, NBCU may be deemed to be the beneficial owner of 18,184,653 shares, or approximately 25.0%, of iVillage Common Stock.

Pursuant to Rule 13d-4 under the Act, NBCU hereby states that this Schedule 13D shall not be deemed an admission that NBCU is, or for purposes of Section 13(d) of the Act, the beneficial owner of any of the equity securities of iVillage that are subject to the Voting Agreement.

Except as set forth in this Item 5, none of the Reporting Persons nor, to the best of the Reporting Persons' knowledge, any person identified on Schedules A, B or C hereto, (i) beneficially owns any shares of iVillage Common Stock or (ii) presently has the power to vote or direct the vote or dispose or direct the disposition of any of the shares of iVillage Common Stock which they may be deemed to beneficially own.

(c) Except as described in this Schedule 13D, there have been no transactions in the shares of iVillage Common Stock effected by the Reporting Persons or, to the best of the Reporting Persons' knowledge, any person identified on Schedules A, B or C hereto, during the last 60 days.

(d)-(e) Not applicable.

This statement is being filed while the Reporting Persons are in the process of verifying information required in this Item 5 from its directors and executive officers. If the Reporting Persons obtain information concerning such individuals which would cause a change in the disclosure contained herein, an amendment to this statement will be filed that will disclose such change.

Item 6. Contracts, Arrangements, Understandings or Relationships with

Respect to Securities of the Issuer.

The information set forth under Items 3, 4 and 5 and the agreements set forth on the Exhibits attached hereto are incorporated herein by reference. As described in Item 4, NBCU anticipates it will acquire the entire equity interest in iVillage pursuant to the Merger Agreement. Other than the Merger Agreement and the Voting Agreement described in Item 4, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the Reporting Persons or, to the best of the Reporting Persons' knowledge, any person listed on Schedules A, B or C hereto, and any person with respect to iVillage Common Stock.

Item 7. Material to Be Filed as Exhibits.

Exhibit 1. Joint Filing Agreement by and among General Electric Company, National Broadcasting Company Holding, Inc. and NBC Universal, Inc., dated as of March 13, 2006.

Exhibit 2. Agreement and Plan of Merger, dated as of March 3, 2006 among NBC Universal, Inc., iVillage Acquisition Corp. and iVillage Inc. (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K of iVillage Inc. filed on March 6, 2006).

Exhibit 3. Voting Agreement, dated as of March 6, 2006 among NBC Universal, Inc., and Hearst Communications, Inc.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief,
I certify that the information set forth in this statement is true, complete and
correct.

Dated: March 13, 2006

NBC UNIVERSAL, INC.

By: /s/ Elizabeth Newell

Name: Elizabeth Newell
Title: Assistant Secretary

GENERAL ELECTRIC COMPANY

By: /s/ Richard Cotton

Name: Richard Cotton
Title: Vice President

NATIONAL BROADCASTING COMPANY
HOLDING, INC.

By: /s/ Elizabeth Newell

Name: Elizabeth Newell
Title: Assistant Secretary

SCHEDULE A

NBC UNIVERSAL, INC.

DIRECTORS

NAME -----	PRESENT BUSINESS ADDRESS -----	PRESENT PRINCIPAL OCCUPATION -----
Jeffrey R. Immelt	General Electric Company 3135 Easton Turnpike Fairfield, CT 06431	Chairman of the Board and Chief Executive Officer, General Electric Company
Robert C. Wright	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112	Vice Chairman of the Board and Executive Officer, General Electric Company; Chairman and Chief Executive Officer, NBC Universal, Inc.
Lynn Calpeter	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112	Executive Vice President and Chief Financial Officer, NBC Universal, Inc.
Robert De Metz	Vivendi Universal S.A. 42 Avenue de Friedland 75380 Paris Cedex, 08 France	Executive Vice President, Mergers and Acquisitions, Vivendi Universal S.A.
Dick Ebersol	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112	Chairman, NBCU Sports & Olympics, NBC Universal, Inc.
Randy A. Falco	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112	President, NBCU TV Networks Group, NBC Universal, Inc.
Jean-Rene Fourtou	Vivendi Universal S.A. 42 Avenue de Friedland 75380 Paris Cedex, 08 France	Chairman, Chief Executive Officer, and Director, Vivendi Universal S.A.
Jay W. Ireland III	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112	President, NBCU TV Stations, NBC Universal, Inc.
Jean-Bernard Levy	Vivendi Universal S.A. 42 Avenue de Friedland 75380 Paris Cedex, 08 France	Chief Operating Officer, Vivendi Universal S.A.

NBC UNIVERSAL, INC. DIRECTORS (Continued)

NAME -----	PRESENT BUSINESS ADDRESS -----	PRESENT PRINCIPAL OCCUPATION -----
Ron Meyer	Universal Studios, Inc. 100 Universal City Plaza Universal City, CA 91608	President, Chief Operating Officer, and Director, Universal Studios, Inc. and Vivendi Universal Entertainment LLLP
Keith S. Sherin	General Electric Company 3135 Easton Turnpike Fairfield, CT 06431	Senior Vice President and Chief Financial Officer, General Electric Company
Stacey Snider	Universal Pictures Division 100 Universal City Plaza Universal City, CA 91608	Chairman, Universal Pictures Group
Thomas L. Williams	Universal Studios Florida 1000 Universal Studios Plaza Orlando, FL 32819	Chairman and Chief Executive Officer, Universal Parks & Resorts Group
Jeffrey Zucker	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112	President - NBCU TV Group, NBC Universal, Inc.

Citizenship

Robert De Metz	France
Jean-Rene Fourtou	France
Jean-Bernard Levy	France
All others	U.S.A.

NBC UNIVERSAL, INC.

EXECUTIVE OFFICERS

NAME -----	PRESENT BUSINESS ADDRESS -----	PRESENT PRINCIPAL OCCUPATION -----
Robert C. Wright	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112	Vice Chairman of the Board and Executive Officer, General Electric Company; Chairman and Chief Executive Officer, NBC Universal, Inc.
Lynn Calpeter	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112	Executive Vice President/ Chief Financial Officer/ Treasurer
Richard Cotton	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112	Executive Vice President
Dick Ebersol	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112	Executive Vice President
John W. Eck	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112	Executive Vice President
Randy A. Falco	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112	Executive Vice President
Jay W. Ireland III	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112	Executive Vice President
Anna Perez	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112	Executive Vice President
Marc Saperstein	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112	Executive Vice President
Eileen Whelley	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112	Executive Vice President

NBC UNIVERSAL, INC.

EXECUTIVE OFFICERS

(Continued)

NAME -----	PRESENT BUSINESS ADDRESS -----	PRESENT PRINCIPAL OCCUPATION -----
David Zaslav	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112	Executive Vice President
Jeffrey Zucker	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112	Executive Vice President

Citizenship

All U.S.A

SCHEDULE B

NATIONAL BROADCASTING COMPANY HOLDING, INC.

DIRECTORS

NAME - - - - -	PRESENT BUSINESS ADDRESS -----	PRESENT PRINCIPAL OCCUPATION -----
James I. Cash, Jr.	Harvard Business School Morgan Hall Soldiers Field Road Boston, MA 02163	Former Professor of Business Administration-Graduate School of Business Administration, Harvard University
Ann M. Fudge	Young & Rubicam Brands. 285 Madison Avenue New York, NY 10017	Chairman and Chief Executive Officer, Young & Rubicam Brands (advertising and media services)
Jeffrey R. Immelt	General Electric Company 3135 Easton Turnpike Fairfield, CT 06431	Chairman of the Board and Chief Executive Officer, General Electric Company
Andrea Jung	Avon Products 1345 Avenue of the Americas New York, NY 10105	Chairman and Chief Executive Officer, Avon Products, Inc.
Alan G. Lafley	The Proctor & Gamble Company 1 Proctor & Gamble Plaza Cincinnati, OH 45202-3315	Chairman of the Board, President and Chief Executive Officer, The Proctor & Gamble Company
Ralph S. Larsen	Johnson & Johnson 100 Albany Street Suite 200 New Brunswick, NJ 08901	Former Chairman and Chief Executive Officer, Johnson & Johnson
Rochelle B. Lazarus	Ogilvy & Mather Worldwide 309 West 49th Street New York, NY 10019-7316	Chairman and Chief Executive Officer, Ogilvy & Mather Worldwide
Sam Nunn	Sam Nunn School of International Affairs Georgia Institute of Technology 781 Marietta Street, NW Atlanta, Georgia 30318	Retired Partner, King & Spalding

NATIONAL BROADCASTING COMPANY HOLDING, INC. DIRECTORS (Continued)

NAME -----	PRESENT BUSINESS ADDRESS -----	PRESENT PRINCIPAL OCCUPATION -----
Roger S. Penske	Penske Corporation 2555 Telegraph Road Bloomfield Hills, MI 48302-0954	Chairman of the Board and President, Penske Corporation
Robert J. Swieringa	S.C. Johnson Graduate School Cornell University 207 Sage Hall Ithaca, NY 14853-6201	Anne and Elmer Lindseth Dean and Professor of Accounting, S.C. Johnson Graduate School of Cornell University
Douglas A. Warner III	J.P. Morgan Chase & Co., The Chase Manhattan Bank and Morgan Guaranty Trust Co. of New York 345 Park Avenue New York, NY 10154	Former Chairman of the Board, J.P. Morgan Chase & Co., The Chase Manhattan Bank and Morgan Guaranty Trust Co. of New York 345 Park Avenue New York, NY 10154
Robert C. Wright	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112	Vice Chairman of the Board and Executive Officer, General Electric Company; Chairman & Chief Executive Officer, NBC Universal, Inc.

Citizenship

Andrea Jung	Canada
All Others	U.S.A.

NATIONAL BROADCASTING COMPANY HOLDING, INC.
EXECUTIVE OFFICERS

NAME -----	PRESENT BUSINESS ADDRESS -----	PRESENT PRINCIPAL OCCUPATION -----
Robert C. Wright	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112	Chairman, Chief Executive Officer
Lynn Calpeter	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112	Vice President, Treasurer
Todd Davis	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112	Assistant Treasurer
Brian O'Leary	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112	Assistant Treasurer
Eliza Fraser	General Electric Company 3135 Easton Turnpike Fairfield, CT 06431	Assistant Secretary
Elizabeth Newell	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112	Assistant Secretary

SCHEDULE C

GENERAL ELECTRIC COMPANY

DIRECTORS

NAME - - - - -	PRESENT BUSINESS ADDRESS -----	PRESENT PRINCIPAL OCCUPATION -----
James I. Cash, Jr.	General Electric Company 3135 Easton Turnpike Fairfield, CT 06828	Former Professor of Business Administration-Graduate School of Business Administration, Harvard University
Sir William Castell	GE Healthcare Pollards Wood, Nightingales Lane Chalfont St. Giles HP8 4SP Great Britain	Vice Chairman of the Board and Executive Officer, General Electric Company; Chairman, GE Healthcare
Ann M. Fudge	Young & Rubicam Brands. 285 Madison Avenue New York, NY 10017	Chairman and Chief Executive Officer, Young & Rubicam Brands (advertising and media services)
Claudio X. Gonzalez	Kimberly-Clark de Mexico, S.A. de C.V. Jose Luis Lagrange 103, Tercero Piso Colonia Los Morales Mexico, D.F. 11510, Mexico	Chairman of the Board and Chief Executive Officer, Kimberly-Clark de Mexico, S.A. de C.V. (consumer products)
Jeffrey R. Immelt	General Electric Company 3135 Easton Turnpike Fairfield, CT 06828	Chairman of the Board and Chief Executive Officer, General Electric Company
Andrea Jung	Avon Products, Inc. 1345 Avenue of the Americas New York, NY 10105	Chairman and Chief Executive Officer, Avon Products, Inc. (cosmetics)
Alan G. (A.G.) Lafley	The Procter & Gamble Company 1 Procter & Gamble Plaza Cincinnati, Oh 45202-3315	Chairman of the Board, President and Chief Executive The Procter & Gamble Company (household products)
Robert W. Lane	Deere & Company One John Deere Place Moline, Illinois 61265	Chairman and Chief Executive Officer Deere & Company (equipment manufacturer)

GENERAL ELECTRIC COMPANY DIRECTORS (Continued)

NAME -----	PRESENT BUSINESS ADDRESS -----	PRESENT PRINCIPAL OCCUPATION -----
Ralph S. Larsen	Johnson & Johnson 100 Albany Street Suite 200 New Brunswick, NJ 08901	Former Chairman and Chief Executive Officer (pharmaceutical, medical and consumer products)
Rochelle B. Lazarus	Ogilvy & Mather Worldwide 309 West 49th Street New York, NY 10019-7316	Chairman and Chief Executive Officer (advertising)
Sam Nunn	Sam Nunn School of International Affairs Georgia Institute of Technology 781 Marietta Street, NW Atlanta, Georgia 30318	Retired Partner King & Spalding
Roger S. Penske	Penske Corporation 2555 Telegraph Road Bloomfield Hills, MI 48302-0954	Chairman of the Board and President, Penske Corporation (transportation and automotive services)
Robert J. Swieringa	S.C. Johnson Graduate School Cornell University 207 Sage Hall Ithaca, NY 14853-6201	Anne and Elmer Lindseth Dean and Professor of Accounting, S.C. Johnson Graduate School of Management, Cornell University
Douglas A. Warner III	J. P. Morgan Chase & Co., The Chase Manhattan Bank and Morgan Guaranty Trust Co. of New York 270 Park Avenue New York, NY 10154	Former Chairman of the Board, J.P. Morgan Chase & Co., The Chase Manhattan Bank and Morgan Guaranty Trust Co. of New York
Robert C. Wright	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112	Vice Chairman of the Board and Executive Officer, General Electric Company; Chairman and Chief Executive Officer, NBC Universal, Inc.

Citizenship

Sir William Castell	United Kingdom
Claudio X. Gonzalez	Mexico
Andrea Jung	Canada
All Others	U.S.A.

GENERAL ELECTRIC COMPANY EXECUTIVE OFFICERS

NAME -----	PRESENT BUSINESS ADDRESS -----	PRESENT PRINCIPAL OCCUPATION -----
Jeffrey R. Immelt	General Electric Company 3135 Easton Turnpike Fairfield, CT 06828	Chairman of the Board and Chief Executive Officer
Philip D. Ameen	General Electric Company 3135 Easton Turnpike Fairfield, CT 06828	Vice President and Comptroller
Ferdinando Beccalli	General Electric Company 3135 Easton Turnpike Fairfield, CT 06828	Senior Vice President- GE International
Charlene T. Begley	General Electric Company 1 Plastics Avenue Pittsfield, MA 01201	Senior Vice President GE Plastics
Mark W. Begor	General Electric Company 1600 Summer Street Stamford, CT 06927	Senior Vice President GE Consumer Finance - Americas
Paul T. Bossidy	General Electric Company 44 Old Ridgebury Road Danbury, CT 06810	Senior Vice President - GE Capital Solutions
David L. Calhoun	General Electric Company 3135 Easton Turnpike Fairfield, CT 06828	Vice Chairman of General Electric Company; President & CEO, GE Infrastructure
James P. Campbell	General Electric Company Appliance Park Louisville, KY 40225	Senior Vice President - GE Consumer & Industrial
Kathryn A. Cassidy	General Electric Company 201 High Ridge Road Stamford, CT 06905-3417	Vice President and GE Treasurer
Sir William Castell	GE Healthcare Pollards Wood, Nightingales Lane Chalfont St. Giles HP8 4SP Great Britain	Vice Chairman of the Board and Executive Officer, General Electric Company; Chairman, GE Healthcare

GENERAL ELECTRIC COMPANY EXECUTIVE OFFICERS (Continued)

NAME	PRESENT BUSINESS ADDRESS	PRESENT PRINCIPAL OCCUPATION
- - - - -	-----	-----
William J. Conaty	General Electric Company 3135 Easton Turnpike Fairfield, CT 06828	Senior Vice President - Human Resources
Pamela Daley	General Electric Company 3135 Easton Turnpike Fairfield, CT 06828	Senior Vice President - Corporate Business Development
Brackett B. Denniston III	General Electric Company 3135 Easton Turnpike Fairfield, CT 06828	Senior Vice President and General Counsel
Scott C. Donnelly	General Electric Company 1 Neumann Way Cincinnati, OH 05215	Senior Vice President - GE Aviation
Shane Fitzsimons	General Electric Company 3135 Easton Turnpike Fairfield, CT 06828	Vice President - Corporate Financial Planning and Analysis
Yoshiaki Fujimori	General Electric Company 21 Mita 1-chome Meguro-ku 3d Floor Alto Tokyo, Japan 153-0062	Senior Vice President - GE Consumer Finance-Asia
Joseph M. Hogan	General Electric Company Pollards Wood, Nightingales Lane Chalfont St. Giles HP8 4SP Great Britain	Senior Vice President - GE Healthcare
John Krenicki	General Electric Company 4200 Wildwood Parkway Atlanta, GA 30339	Senior Vice President - GE Energy
Mark M. Little	General Electric Company One Research Circle Niskayuna, NY 12309	Senior Vice President - GE Global Research
Michael A. Neal	General Electric Company 260 Long Ridge Road Stamford, CT 06927	Vice Chairman of General Electric Company; President & CEO, GE Capital Services

GENERAL ELECTRIC COMPANY EXECUTIVE OFFICERS (Continued)

NAME -----	PRESENT BUSINESS ADDRESS -----	PRESENT PRINCIPAL OCCUPATION -----
David R. Nissen	General Electric Company 201 High Ridge Road Stamford, CT 06905-3417	Senior Vice President - GE Consumer Finance
Michael E. Pralle	General Electric Company 292 Long Ridge Road Stamford, CT 06927	Senior Vice President GE- Real Estate
Ronald R. Pressman	General Electric Company 9201 State Line Kansas City, KS, 64114-3234	Senior Vice President - GE Insurance Solutions
Gary M. Reiner	General Electric Company 3135 Easton Turnpike Fairfield, CT 06828	Senior Vice President - Chief Information Officer
John G. Rice	General Electric Company 4200 Wildwood Parkway Atlanta, GA 30339	Vice Chairman of General Electric Company; President & CEO, GE Industrial
Keith S. Sherin	General Electric Company 3135 Easton Turnpike Fairfield, CT 06828	Senior Vice President - Finance and Chief Financial Officer
Lloyd G. Trotter	General Electric Company 3135 Easton Turnpike Fairfield, CT 06828	Executive Vice President and Senior Operations Officer
Robert C. Wright	NBC Universal, Inc. 30 Rockefeller Plaza New York, NY 10112 and Chief Executive Officer, NBC Universal, Inc.	Vice Chairman of the Board and Executive Officer, General Electric Company; Chairman

Citizenship

Ferdinando Beccalli	Italy
Sir William Castell	United Kingdom
Shane Fitzsimons	Ireland
Yoshiaki Fujimori	Japan
All Others	U.S.A.

JOINT FILING AGREEMENT

This will confirm the agreement by and among all the undersigned that the Schedule 13D filed on or about this date and any amendments thereto with respect to beneficial ownership by the undersigned of shares of the Common Stock, par value \$.01 per share, of iVillage Inc. is being filed on behalf of each of the undersigned in accordance with Rule 13d-1(k) (1) under the Securities Exchange Act of 1934. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Dated: March 13, 2006

GENERAL ELECTRIC COMPANY

By: /s/ Richard Cotton

Name: Richard Cotton
Title: Vice President

NATIONAL BROADCASTING COMPANY HOLDING, INC.

By: /s/ Elizabeth Newell

Name: Elizabeth Newell
Title: Assistant Secretary

NBC UNIVERSAL, INC.

By: /s/ Elizabeth Newell

Name: Elizabeth Newell
Title: Assistant Secretary

VOTING AGREEMENT

This VOTING AGREEMENT (this "Agreement"), dated as of March 3, 2006, by and among NBC Universal, Inc., a Delaware corporation ("Parent"), and Hearst Communications, Inc. (the "Stockholder").

WHEREAS, concurrently with the execution of this Agreement, iVillage Inc., a Delaware corporation (the "Company"), Parent and iVillage Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), are entering into an Agreement and Plan of Merger of even date herewith (as the same may be amended or supplemented, the "Merger Agreement"; capitalized terms used but not defined in this Agreement have the meanings ascribed thereto in the Merger Agreement);

WHEREAS, as of the date hereof, the Stockholder is the record and beneficial owner of the number of shares of Company Common Stock set forth opposite the Stockholder's name on Schedule A hereto (such shares, together with any other shares of Company Common Stock acquired by the Stockholder after the date hereof, being collectively referred to herein as the "Stockholder Shares"); and

WHEREAS, as a condition to their willingness to enter into the Merger Agreement, Parent and Merger Sub have required that the Stockholder enter into this Agreement and, in order to induce Parent and Merger Sub to enter into the Merger Agreement, the Stockholder is willing to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Agreements of Stockholder.

(a) Voting. From the date hereof until any termination of this Agreement in accordance with its terms, at any meeting of the stockholders of the Company however called (or any action by written consent in lieu of a meeting) or any adjournment thereof, the Stockholder shall vote all Stockholder Shares owned by the Stockholder (or cause them to be voted) or (as appropriate) execute written consents in respect thereof, (i) in favor of the adoption of the Merger Agreement and the approval of the transactions contemplated thereby, (ii) against any action or agreement that would result in a breach of any representation, warranty, covenant, agreement or other obligation of the Company in the Merger Agreement, (iii) against any merger agreement or merger (other than the Merger Agreement and the Merger), consolidation, combination, sale of substantial assets, reorganization, recapitalization, dissolution, liquidation or winding up of or by the Company or any other Acquisition Proposal and (iv) against any agreement, amendment of the Company Charter Documents or other action that is intended or could reasonably be expected to prevent, impede, interfere with, delay, postpone or discourage the consummation of the Merger. Any such vote shall be cast (or consent shall be given) by the Stockholder in accordance with such procedures relating thereto so as to ensure that it is duly counted, including for purposes of determining that a quorum is present and for purposes of recording the results of such vote (or consent).

(b) Grant of Limited Irrevocable Proxy; Appointment of Attorney-in-Fact.

(i) In furtherance of the Stockholder's agreement in Section 1(a) above, but subject to Section 1(b)(ii) below, the Stockholder hereby appoints Parent and Parent's designees, and each of them individually, as the Stockholder's proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of the Stockholder, to vote all Stockholder Shares owned by the Stockholder (at any meeting of stockholders of the Company however called or any adjournment thereof), or to execute one or more written consents in respect of such Stockholder Shares, for the following limited, and for no other, purposes: (A) in favor of the adoption of the Merger Agreement and the approval of the transactions contemplated thereby; (B) against any action or agreement that would result in a breach of any representation, warranty, covenant, agreement or other obligation of the Company in the Merger Agreement; (C) against any Acquisition Proposal and (D) against any agreement, amendment of the Company Charter Documents or other action that is intended or could reasonably be expected to prevent, impede, interfere with, delay, postpone or discourage the consummation of the Merger.

(ii) Such proxy granted pursuant to Section 1(b)(i) above shall (A) be valid and irrevocable until the termination of this Agreement in accordance with Section 4 hereof and (B) automatically terminate upon the termination of this Agreement in accordance with Section 4 hereof. The Stockholder represents that any and all other proxies heretofore given in respect of Stockholder Shares owned by the Stockholder are revocable, and that such other proxies have been revoked.

(iii) The Stockholder affirms that the proxy granted pursuant to Section 1(b)(i) above is: (A) given (x) in connection with the execution of the Merger Agreement and (y) to secure the performance of the Stockholder's duties under this Agreement, (B) coupled with an interest and may not be revoked except as otherwise provided in this Agreement and (C) intended to be irrevocable prior to termination of this Agreement in accordance with the provisions of Section 212(e) of the DGCL.

(c) Restriction on Transfer; Proxies; Non-Interference; etc. From the date hereof until any termination of this Agreement in accordance with its terms, the Stockholder shall not (i) sell, transfer (including by operation of

law), give, pledge, encumber, assign or otherwise dispose of (collectively, "Transfer"), or enter into any contract, option or other arrangement (including any profit sharing arrangement) or understanding with respect to the Transfer of, any Stockholder Shares owned by the Stockholder (or any interest therein), (ii) deposit any Stockholder Shares owned by the Stockholder into a voting trust or grant any proxies or enter into a voting agreement, power of attorney or voting trust with respect to any Stockholder Shares, (iii) commit to do any of the foregoing or (iv) take any action that would make any representation or warranty of the Stockholder set forth in this Agreement untrue or incorrect in any material respect or have the effect of preventing, disabling or delaying the Stockholder from performing any of its obligations under this Agreement.

(d) Legending of Stockholder Shares. If so requested by Parent, at Parent's sole cost, the Stockholder agrees that the certificates representing Stockholder Shares owned by the Stockholder shall bear a legend stating that such Stockholder Shares are subject to this Agreement and to an irrevocable proxy.

(e) No Solicitation. The Stockholder shall, and shall cause its subsidiaries and its subsidiaries' respective directors, officers, employees, investment bankers, financial advisors, attorneys, accountants, agents and other representatives (collectively, "Stockholder Representatives") to, immediately cease any existing discussions or negotiations, if any, with any Person that may be ongoing with respect to an Acquisition Proposal. The Stockholder shall not, and shall not authorize or permit any Stockholder Representative to, directly or indirectly, (i) solicit, initiate or knowingly facilitate or encourage an Acquisition Proposal or any proposal that is reasonably likely to lead to an Acquisition Proposal, (ii) furnish or disclose to any Person non-public information with respect to or in furtherance of an Acquisition Proposal, (iii) negotiate or engage in discussions with any Person with respect to or in furtherance of an Acquisition Proposal or (iv) enter into any agreement (whether or not binding) or agreement in principle with respect to an Acquisition Proposal. In addition, from the date hereof until any termination of this Agreement in accordance with its terms, the Stockholder shall promptly advise Parent, orally and in writing, and in no event later than the later of 48 hours or one Business Day after receipt, if any proposal, offer, inquiry or other contact is initially received by, any information is initially requested from, or any discussions or negotiations are sought to be initiated or continued with, the Stockholder in respect of any Acquisition Proposal, and shall, in any such notice to Parent, indicate the identity of the Person making such proposal, offer, inquiry or other contact and the material terms and conditions of any proposals or offers or the nature of any inquiries or contacts (and shall include with such notice copies of any written materials received from or on behalf of such Person relating to such proposal, offer, inquiry or request), and thereafter shall keep Parent fully informed of all material developments affecting the status and material terms of any such proposals, offers, inquiries or requests (and the Stockholder shall provide Parent with written materials received by the Stockholder that set forth the terms of such proposals, offers, inquiries or requests). As used in this paragraph, "affiliates" of the Stockholder shall not include the Company and its subsidiaries. Notwithstanding anything to the contrary in this Section 1(e), if and to the extent that, pursuant to the terms of the Merger Agreement, the Company is permitted to and is providing (or has provided) information to and is permitted to and is engaging in (or has engaged in) substantive discussions and negotiations with any Person regarding an Acquisition Proposal, then the Stockholder and Stockholder Representatives may provide information to, engage in substantive discussions and negotiations with, and provide draft documents and agreements to and exchange the same with, such Person and its representatives, provided, that, prior to the termination of this Agreement, the Stockholder may not enter into any agreement (except for a customary confidentiality agreement) with such Persons relating to the Merger Agreement or the transactions contemplated thereby, other than agreements entered into substantially contemporaneously with termination of this Agreement pursuant to a termination of the Merger Agreement under Section 9.1(h) thereof.

(f) Certain Actions. Until the earlier of (i) the termination of the Merger Agreement pursuant to its terms and (ii) the Effective Time, the Stockholder shall at the request of Parent and without further consideration, execute and deliver such additional documents and make such filings as may be reasonably required to consummate and make effective, the Merger and the transactions contemplated by this Agreement. The Stockholder shall not issue any press release or make any other public statement with respect to this Agreement, the Merger Agreement or any of the transactions contemplated thereby without the prior written consent of Parent, except as may be required by any law, judgment, writ or injunction of any Governmental Entity applicable to such Stockholder.

(g) Approval of Board Action; Appraisal Rights. The Stockholder hereby consents to and approves the actions taken by the Company Board of the Company in approving the Merger Agreement, the transactions contemplated thereby and this Agreement. The Stockholder hereby waives, and agrees not to exercise or assert, any appraisal or similar rights under Section 262 of the DGCL or other applicable law in connection with the Merger.

(h) The Stockholder hereby waives any termination right it has or may have by reason of the execution of the Merger Agreement or the consummation of the Merger and the other transactions contemplated thereby under or in respect of that certain Website Services Agreement, entered into as of July 1, 2004, by and between the Company and the Stockholder (the "Website Services Agreement"), provided that the parties hereto agree that such Website Services Agreement automatically shall terminate on and be of no further force and effect from and after the date that is six months following the date on which the Effective Time occurs.

2. Representations and Warranties of Stockholders. The Stockholder hereby represents and warrants to Parent, severally and not jointly, as follows:

(a) Authority. The Stockholder has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by the Stockholder of this Agreement, and the consummation of the transactions contemplated hereby, have been duly authorized and approved by all necessary action on the part of the Stockholder and no further action on the part of the Stockholder or any other Person is necessary to authorize the execution, delivery and performance by the Stockholder of this Agreement and the consummation by the Stockholder of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Stockholder and, assuming due and valid authorization, execution and delivery hereof by Parent, constitutes a valid and binding obligation of the Stockholder, enforceable against the Stockholder in accordance with its terms, subject to the Bankruptcy and Equity Exceptions.

(b) Consents and Approvals; No Violations. Except for filings under the Exchange Act, to the Stockholder's knowledge, no consents or approvals of, or filings, declarations or registrations with, any Governmental Entity are necessary for the consummation by the Stockholder of the transactions contemplated by this Agreement, other than such other consents, approvals, filings, declarations or registrations that, if not obtained, made or given, would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the performance by the Stockholder of any of its obligations under this Agreement. Neither the execution and delivery of this Agreement by the Stockholder, nor the consummation by the Stockholder of the transactions contemplated hereby, nor compliance by the Stockholder with any of the terms or provisions hereof, will, (A) conflict with or violate any provision of any certificate of incorporation, by law or any other constituent document that may be applicable to the Stockholder, (B) any agreement to which the Stockholder is a party or (C) (x) violate any judgment or injunction of any Governmental Entity applicable to the Stockholder (or any of its properties or assets) or any law, or (y) violate, conflict with, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under or result in the creation of any Lien upon any of the properties or assets of, the Stockholder under, any of the terms, conditions or provisions of any agreement or other instrument or obligation to which the Stockholder is a party, or by which it or any of its properties or assets may be bound or affected, except for such violations, conflicts, losses, defaults, terminations, cancellations, accelerations or Liens as would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the performance by the Stockholder of any of its obligations under this Agreement.

(c) Ownership of Shares. The Stockholder owns, beneficially and of record, all of the Stockholder Shares set forth opposite the Stockholder's name on Schedule A hereto. The Stockholder owns all of its Stockholder Shares free and clear of any proxy, voting restriction, adverse claim or other Lien (other than (i) the Amended and Restated Stockholders Agreement, dated as of June 20, 2001, between the Company and the Stockholder and (ii) proxies and restrictions in favor of Parent pursuant to this Agreement and except for such transfer restrictions of general applicability as may be provided under the Securities Act and the "blue sky" laws of the various States of the United States). Without limiting the foregoing, except for proxies and restrictions in favor of Parent pursuant to this Agreement and except for such transfer restrictions of general applicability as may be provided under the Securities Act and the "blue sky" laws of the various States of the United States, the Stockholder has sole voting power and sole power of disposition with respect to all of its Stockholder Shares, with no restrictions on the Stockholder's rights of voting or disposition pertaining thereto and no Person other than the Stockholder has any right to direct or approve the voting or disposition of any of its Stockholder Shares. As of the date hereof, the Stockholder does not own, beneficially or of record, any securities of the Company other than the number of shares which constitute Stockholder Shares.

(d) Brokers. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission that is payable by the Company, Parent or any of their respective subsidiaries in connection with the transactions contemplated by the Merger Agreement based upon arrangements made by or on behalf of the Stockholder.

3. Representations and Warranties of Parent and Merger Sub. Parent hereby represents and warrants to the Stockholder as follows:

(a) Organization, Standing and Corporate Power. Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware

(b) Authority; Noncontravention. (1) Parent has all necessary corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Parent of this Agreement, and the consummation by Parent of the transactions contemplated hereby, have been duly authorized and approved by its Board of Directors and no other corporate action on the part of Parent is necessary to authorize the execution, delivery and performance by Parent of this Agreement and the consummation by it of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Parent and, assuming due authorization, execution and delivery hereof by such Stockholder, constitutes a legal, valid and binding obligation of Parent, enforceable against it in accordance with its terms, subject to the Bankruptcy and Equity Exceptions. (2) Neither the execution and delivery of this Agreement by Parent, nor the consummation by Parent of the transactions contemplated hereby, nor compliance by Parent with any of the terms or provisions hereof, will (i) conflict with or violate any provision of the certificate of incorporation or bylaws of Parent or (ii) assuming that the authorizations, consents and approvals referred to in Section 3(c) are obtained and the filings referred to in Section 3(c) are made, (x) violate any law, judgment, writ or injunction of any Governmental Entity applicable to Parent or any of its Subsidiaries or any of their respective properties or assets, or (y) violate, conflict with, result in the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by, or result in the creation of any Lien upon any of the properties or assets of, Parent or any of its Subsidiaries under, any of the terms, conditions or provisions of any contract to which Parent or any of its Subsidiaries is a party, or by which they or any of their respective properties or assets may be bound or affected except, in the case of clause (ii), for such violations, conflicts, losses, defaults, terminations, cancellations, accelerations or Liens as, individually or in the aggregate, would not reasonably be expected to prevent or materially delay the ability of Parent to consummate the transactions contemplated hereby).

(c) Governmental Approvals. Except for filings required under the Exchange Act, no filings, declarations or registrations with, any Governmental Entity are necessary for the execution and delivery of this Agreement by Parent, other than such other consents, approvals, filings, declarations or registrations that, if not obtained, made or given, would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect.

4. Termination. This Agreement shall terminate on the first to occur of (a) the termination of the Merger Agreement in accordance with its terms and (b) the Effective Time. Notwithstanding the foregoing, (i) nothing herein shall relieve any party from liability for breach of this Agreement and (ii) the provisions of this Section 4, Section 5, paragraphs (c) and (d) of Section 2 and paragraph (h) of Section 1 hereof shall survive any termination of this Agreement.

5. Miscellaneous.

(a) Action in Stockholder Capacity Only. The parties acknowledge that this Agreement is entered into by the Stockholder in its capacity as an owner of Stockholder Shares and that nothing in this Agreement shall in any way restrict or limit any representative of the Stockholder that also is a director of the Company from taking any action in his capacity as a director of the Company that is necessary for him to comply with his fiduciary duties as a director of the Company, including, without limitation, participating in his capacity as a director of the Company in any discussions, negotiations or votes in accordance with Section 7.7 of the Merger Agreement.

(b) Expenses. Except as otherwise expressly provided in this Agreement, all costs and expenses incurred in connection with the transactions contemplated by this Agreement shall be paid by the party incurring such costs and expenses.

(c) Additional Shares. Until any termination of this Agreement in accordance with its terms, the Stockholder shall promptly notify Parent of the number of shares of Company Common Stock, if any, as to which the Stockholder acquires record or beneficial ownership after the date hereof. Any shares of Company Common Stock as to which the Stockholder acquires record or beneficial ownership after the date hereof and prior to termination of this Agreement shall be Stockholder Shares for purposes of this Agreement. Without limiting the foregoing, in the event of any stock split, stock dividend or other change in the capital structure of the Company affecting the Company Common Stock, the number of shares of Company Common Stock constituting Stockholder Shares shall be adjusted appropriately and this Agreement and the obligations hereunder shall attach to any additional shares of Company Common Stock or other voting securities of the Company issued to the Stockholder in connection therewith.

(d) Definition of "Beneficial Ownership". For purposes of this Agreement, "beneficial ownership" with respect to (or to "own beneficially") any securities shall mean having "beneficial ownership" of such securities (as determined pursuant to Rule 13d-3 under the Exchange Act), including pursuant to any agreement, arrangement or understanding, whether or not in writing.

(e) Entire Agreement; No Third Party Beneficiaries. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof. This Agreement is not intended to and shall not confer upon any Person other than the parties hereto any rights hereunder.

(f) Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any purported assignment not permitted under this Section shall be null and void.

(g) Amendments; Waiver. This Agreement may not be amended or supplemented, except by a written agreement executed by the parties hereto. Any party to this Agreement may (A) waive any inaccuracies in the representations and warranties of any other party hereto or extend the time for the performance of any of the obligations or acts of any other party hereto or (B) waive compliance by the other party with any of the agreements contained herein. Notwithstanding the foregoing, no failure or delay by Parent in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right hereunder. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

(h) Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect. 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 to the fullest extent permitted by applicable law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

(i) Counterparts. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by the other parties hereto.

(j) Descriptive Headings. Headings of Sections and subsections of this Agreement are for convenience of the parties only, and shall be given no substantive or interpretive effect whatsoever.

(k) Notices. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission) and shall be given,

if to Parent, to:

NBC Universal, Inc.
30 Rockefeller Plaza
New York, NY 10112
Attention: General Counsel
Facsimile: (212) 664-2147

with a copy (which shall not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Raymond O. Gietz, Esq.
Facsimile: (212) 310-8007

if to Stockholder, to:

Hearst Communications, Inc.
959 Eighth Avenue
New York, NY 10019
Attention: General Counsel
Facsimile: (212) 649-2041

or such other address or facsimile number as such party may hereafter specify for the purpose by notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5 P.M. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

(l) Drafting. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(m) GOVERNING LAW; ENFORCEMENT; JURISDICTION; WAIVER OF JURY TRIAL.

(i) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, APPLICABLE TO CONTRACTS EXECUTED IN AND TO BE PERFORMED ENTIRELY WITHIN THAT STATE.

(ii) ALL ACTIONS AND PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE HEARD AND DETERMINED IN THE DELAWARE COURT OF CHANCERY (AND IF THE DELAWARE COURT OF CHANCERY SHALL BE UNAVAILABLE, ANY COURT OF THE STATE OF DELAWARE OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF THE STATE OF DELAWARE), AND THE PARTIES HERETO HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND, IN THE CASE OF APPEALS, APPROPRIATE

APPELLATE COURTS THEREFROM) IN ANY SUCH ACTION OR PROCEEDING AND IRREVOCABLY WAIVE THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING. THE CONSENTS TO JURISDICTION SET FORTH IN THIS PARAGRAPH SHALL NOT CONSTITUTE GENERAL CONSENTS TO SERVICE OF PROCESS IN THE STATE OF DELAWARE AND SHALL HAVE NO EFFECT FOR ANY PURPOSE EXCEPT AS PROVIDED IN THIS PARAGRAPH AND SHALL NOT BE DEEMED TO CONFER RIGHTS ON ANY PERSON OR ENTITY OTHER THAN THE PARTIES HERETO. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH 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 APPLICABLE LAW.

(iii) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

(iv) THE PARTIES AGREE THAT IRREPARABLE DAMAGE WOULD OCCUR IN THE EVENT THAT ANY OF THE PROVISIONS OF THIS AGREEMENT WERE NOT PERFORMED IN ACCORDANCE WITH THEIR SPECIFIC TERMS OR WERE OTHERWISE BREACHED. IT IS ACCORDINGLY AGREED THAT THE PARTIES SHALL BE ENTITLED TO AN INJUNCTION OR INJUNCTIONS TO PREVENT BREACHES OF THIS AGREEMENT AND TO ENFORCE SPECIFICALLY THE TERMS AND PROVISIONS OF THIS AGREEMENT IN THE DELAWARE COURT OF CHANCERY (AND IF THE DELAWARE COURT OF CHANCERY SHALL BE UNAVAILABLE, ANY COURT OF THE STATE OF DELAWARE OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF THE STATE OF DELAWARE), WITHOUT BOND OR OTHER SECURITY BEING REQUIRED, THIS BEING IN ADDITION TO ANY OTHER REMEDY TO WHICH THEY ARE ENTITLED AT LAW OR IN EQUITY.

[Signature Page Follows]

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

NBC UNIVERSAL, INC.

By: /s/ Lynn A. Calpeter

Name: Lynn A. Calpeter
Title: Chief Financial Officer

HEARST COMMUNICATIONS, INC.

By: /s/ James M. Asher

Name: James M. Asher
Title: Senior Vice President

SCHEDULE A

Stockholder

Number of Shares of
Company Common Stock
Beneficially Owned

Hearst Communications, Inc.

18,184,653