

AMENDMENT

The pending application for consent to the assignment of the licensee of Station KNSO (the "Station"), Merced, California, from Sainte 51, L.P. ("Sainte 51") to Telemundo Fresno, LLC ("Telemundo") (FCC File No. BALCT-20021007ABS) (the "Application") is hereby amended to incorporate the following information, which responds to a request from the staff:

The Station is currently an affiliate of the Telemundo programming network and will remain affiliated with Telemundo following approval and consummation of the assignment application. Upon consummation of the transaction, the parties intend to enter into a Transition Services Agreement ("TSA"), a copy of which was submitted to the Commission with the assignment application. The TSA is needed because the studio facilities for the Station are co-located with a low power station, KCSO-LP, also owned by Sainte 51, and neither the studio nor KCSO-LP is being sold to Telemundo. Telemundo plans to construct a new main studio for the Station. While that construction is underway, the TSA authorizes Sainte 51 to perform certain services connected with the operation of the Station, including the provision of certain local programming and back office functions. These services will be performed under the direct supervision and control of Telemundo, and Telemundo will have ultimate control over all programming on the Station from and after the consummation of the assignment.

Certain provisions of the TSA impose a "reasonableness" standard on the parties in connection with the implementation of the TSA. For example, under Section 1.5, Sainte 51, upon Telemundo's "reasonable request," must direct its representatives to participate in telephone conferences with Telemundo representatives to update them on the implementation of the TSA. Similarly, Section 1.6 requires Sainte 51 to use "commercially reasonable efforts" to broadcast on the Station NBC news feeds that may be provided to Sainte by Telemundo. Finally, Section 1.13 requires Sainte 51 to ensure that its employees who perform services under the TSA provide to Telemundo such information as Telemundo "reasonably requires" in connection with those services. The staff has raised a concern that the "reasonableness" standard incorporated into these various provisions may diminish Telemundo's control over the Station's personnel and programming during the term of the TSA.

This amendment reaffirms that Telemundo will have full control over its personnel and programming post-consummation. The reasonableness standard was incorporated into the TSA purely as a logistical consideration to ensure that the parties coordinated the tasks and the work hours of their respective personnel. As noted, Sainte 51 will continue to operate Station KCSO-LP out of the studio facilities to be shared with Telemundo during the term of the TSA. Accordingly, both Sainte 51 and Telemundo must employ and house in the studio facility a sufficient number of employees to operate their respective stations in compliance with the FCC's main studio and staffing rules and policies. The Sainte 51 employees operating KCSO-LP also will have responsibilities under the TSA for the operation of the Station. Through the reasonableness standard, the parties hope to avoid last-minute requests that could be disruptive to the operations of both stations and to manage more efficiently the very limited physical space available to both Sainte 51 and Telemundo personnel in the studio facility. The reasonableness standard was not intended to, and will not, diminish Telemundo's full control over its personnel and programming following consummation of the assignment application.