
STOCK ACQUISITION AGREEMENT

This Stock Acquisition Agreement (the "Agreement") is made and entered into as of October 9, 2009, by and among the following parties:

(a) Young Broadcasting Inc. ("Young") and its Debtor affiliates, each a debtor and debtor in possession in the Chapter 11 Cases (collectively, the "Debtors");

(b) The undersigned parties set forth on Schedule A hereto, in their capacity as the investors (the "Investors").

(c) The Official Committee of Unsecured Creditors of Young Broadcasting Inc. *et al.* (the "Committee" and together with the Debtors and the Investors, the "Parties").

RECITALS

WHEREAS, on February 13, 2009, each of the Debtors filed a voluntary petition with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") (collectively, the "Chapter 11 Cases");

WHEREAS, on February 26, 2009, the Committee was appointed;

WHEREAS, the Committee proposes to file the proposed plan of reorganization (the "Committee Plan"), in substantially the form attached hereto as Exhibit A, with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

WHEREAS, in connection with the Committee Plan, if confirmed by the Bankruptcy Court and consummated, the control of the majority of shares in the reorganized Debtors will be transferred to the Investors through the Rights Offering, as defined in the Committee Plan, and to general unsecured creditors of the Debtors.

WHEREAS, the Committee Plan provides for the creation of a new board of directors of the reorganized Debtors and selects their officers for an initial term.

WHEREAS, the Debtors and the Committee are on parallel tracks to seek Bankruptcy Court approval of the Committee Plan, and a plan of reorganization filed by the Debtors on September 24, 2009 (the "Debtors' Plan" and together with the Debtors' Plan, the "Plans"). The Plans each provide for the reorganization of the Debtors' businesses, although on mutually inconsistent terms.

WHEREAS, the Plans each contemplate consent from the Federal Communications Commission to allow a reorganized Young Broadcasting to continue to operate as a television broadcaster in several markets without interruption on substantially the same terms that the Debtors operate today.

WHEREAS, the Parties anticipate that the Bankruptcy Court will confirm one of the Plans – but not both – in the autumn of 2009 and that the confirmed Plan will go effective shortly thereafter.

NOW, THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements set forth herein and for other good and valuable consideration, the Parties agree as follows:

1. Agreement

(i) The Debtors hereby agree that, provided that the Bankruptcy Court confirms the Committee Plan or a modified version thereof with modifications that are reasonably acceptable to the Debtors (a “Modified Plan”), the Debtors will take all steps necessary to consummate the Committee Plan or Modified Plan, as the case may be, in accordance with the terms thereof.

(ii) All Parties would be legally bound to the terms of an effective Committee Plan or Modified Plan.

2. Governing Law. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CHOICE OF LAWS PRINCIPLES THEREOF. Further, by its execution and delivery of this Agreement, each of the Parties hereto hereby irrevocably and unconditionally agrees that, the Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of or in connection with this Agreement.

3. Counterparts. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the parties and delivered to the other party (including via facsimile or other electronic transmission), it being understood that each party need not sign the same counterpart.

4. Waivers and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions of this Agreement may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance, and subject, to the extent required, to the approval of the Bankruptcy Court. No delay on the part of any party in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any party of any right, power or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement. The rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any party otherwise may have at law or in equity.

5. Specific Performance. The parties acknowledge and agree that any breach of the terms of this Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy, and, accordingly, the parties agree that, in addition to any other

remedies, each will be entitled to enforce the terms of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting bond.

6. Notices. All notices and other communications in connection with this Agreement will be in writing and will be deemed given (and will be deemed to have been duly given upon receipt) if delivered personally, sent via electronic facsimile (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to Investor, to:

At the Addresses set forth on the Signature Pages Hereto

with copies to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attention: Andrew N. Rosenberg
Lawrence G. Wee
Fax: (212) 373-7757

If to the Company, to:

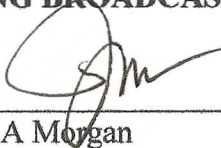
Young Broadcasting Inc.
Executive Vice President Chief Financial Officer
599 Lexington Avenue
New York, NY 10022
Attention: James A Morgan
Fax: (212) 758-1229

with a copy to:

Sonnenschein Nath & Rosenthal LLP
1221 Avenue of the Americas
New York, NY 10020-1089
Attention: Peter D. Wolfson
Fax: (212) 768-6800

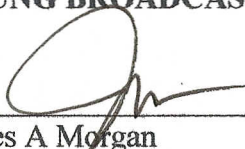
IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

YOUNG BROADCASTING INC.

By: 
James A Morgan

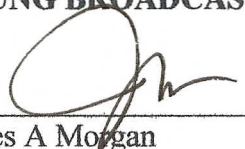
Executive Vice President Chief Financial Officer

YOUNG BROADCASTING OF LOUISIANA, INC.

By: 
James A Morgan

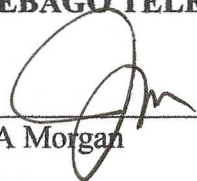
Executive Vice President Chief Financial Officer

YOUNG BROADCASTING OF LANSING, INC.

By: 
James A Morgan

Executive Vice President Chief Financial Officer

WINNEBAGO TELEVISION CORPORATION

By: 
James A Morgan

Executive Vice President Chief Financial Officer

YOUNG BROADCASTING OF ALBANY, INC.

By: 
James A Morgan

Executive Vice President Chief Financial Officer

YOUNG BROADCASTING OF NASHVILLE, INC.

By: 
James A Morgan

Executive Vice President Chief Financial Officer

YOUNG BROADCASTING OF RICHMOND, INC.

By: 
James A Morgan

Executive Vice President Chief Financial Officer

YOUNG BROADCASTING OF KNOXVILLE, INC.

By: 
James A Morgan

Executive Vice President Chief Financial Officer

YOUNG BROADCASTING OF GREEN BAY, INC.

By: 
James A Morgan

Executive Vice President Chief Financial Officer

YOUNG BROADCASTING OF DAVENPORT, INC.

By: 
James A Morgan

Executive Vice President Chief Financial Officer

YOUNG BROADCASTING OF SIOUX FALLS, INC.

By: 
James A Morgan

Executive Vice President Chief Financial Officer

YOUNG BROADCASTING OF RAPID CITY, INC.

By: 
James A Morgan

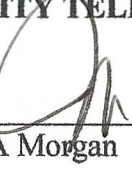
Executive Vice President Chief Financial Officer

YOUNG BROADCASTING OF LOS ANGELES, INC.

By: 
James A Morgan

Executive Vice President Chief Financial Officer

FIDELITY TELEVISION, INC.

By: 
James A Morgan

Executive Vice President Chief Financial Officer

YBT, INC.

By: 
James A Morgan

Executive Vice President Chief Financial Officer

LAT, INC.

By: 
James A Morgan

Executive Vice President Chief Financial Officer

YBK, INC.

By: 
James A Morgan

Executive Vice President Chief Financial Officer

KLFY, L.P.

By: Young Broadcasting of Louisiana, Inc.
General Partner

By: 
James A Morgan

Executive Vice President Chief Financial Officer

WKRN, G.P.

By: Young Broadcasting of Nashville LLC
General Partner

By: Young Broadcasting of Knoxville, Inc.
Sole Member of the General Partner

By: 
James A Morgan

Executive Vice President Chief Financial Officer

WATE, G.P.

By: Young Broadcasting of Knoxville, Inc.
General Partner

By: 
James A Morgan

Executive Vice President Chief Financial Officer

ADAM YOUNG INC.

By: 
James A Morgan

Executive Vice President Chief Financial Officer

HONEY BUCKET FILMS, INC.

By: 
James A Morgan

Executive Vice President Chief Financial Officer

YOUNG BROADCASTING OF SAN FRANCISCO, INC.

By: 
James A Morgan

Executive Vice President Chief Financial Officer

YOUNG BROADCASTING OF NASHVILLE LLC

By: Young Broadcasting of Knoxville, Inc.
Sole Member

By: 
James A Morgan

Executive Vice President Chief Financial Officer

YOUNG COMMUNICATIONS INC.

By: 
James A Morgan

Executive Vice President Chief Financial Officer

YOUNG BROADCASTING CAPITAL CORP.

By: 
James A Morgan

Executive Vice President Chief Financial Officer

**YOUNG BROADCASTING SHARED SERVICES,
INC.**

By: 
James A Morgan

Executive Vice President Chief Financial Officer

**OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF YOUNG BROADCASTING INC.,
ET AL.**

By: 

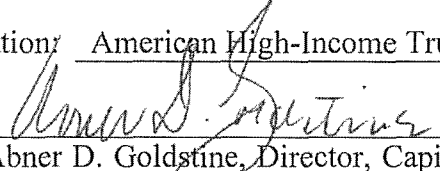
Name: Andrew N Rosenberg

Title: Attorney at Law, CFAA Defendant, and Counsel for
of Young Broadcasting Inc., et al.

Dated: _____, _____

Investor

Name of Institution: American High-Income Trust

By: 
Name: Abner D. Goldstine, Director, Capital
Research and Management Company

Address 333 S. Hope St., 55th floor
Los Angeles, CA 90071

Telephone: (213) 486-9200

Facsimile: (213) 615-0430

Share of Backstop Commitment

\$ 16,700,000

Dated: _____, _____

Investor

Name of Institution: The Income Fund of
America, Inc.

By: Abner D. Goldstine
Name: Abner D. Goldstine, Capital Research
and Management Company

Address 333 S. Hope St., 55th floor
Los Angeles, CA 90071

Telephone: (213) 486-9200

Facsimile: (213) 615-0430

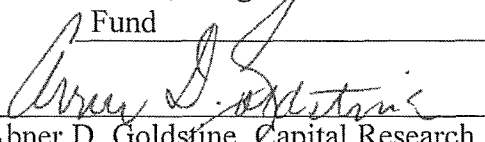
Share of Backstop Commitment

\$ 6,900,000

Dated: _____, _____

Investor

Name of Institution: American Funds Insurance
Series, High-Income Bond
Fund

By: 
Name: Abner D. Goldstine, Capital Research
and Management Company

Address 333 S. Hope St., 55th floor
Los Angeles, CA 90071

Telephone: (213) 486-9200

Facsimile: (213) 615-0430

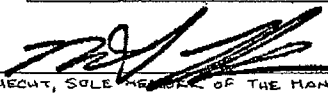
Share of Backstop Commitment

\$ 5,920,000

Dated: OCTOBER 2, 2009

Investor

LENADO PARTNERS, SERIES A
Name of Institution: OF LENADO CAPITAL PARTNERS LP

By: 
Name: NIKOS HECHT, SOLE MEMBER OF THE MANAGING MEMBER
OF LENADO CAPITAL LLC, ITS GENERAL PARTNER
Address 314 SOUTH GALENA STREET, SUITE 300, ASPEN CO 81611
Telephone: 970-925-7620
Facsimile: 970-925-7804

Share of Backstop Commitment

\$ 5,000,000⁰⁰

Dated: 10/8, 09

Investor

Name of Institution: GLC Recovery Fund, LLC

By: [Signature]

Name: THOMAS A. O'NEWINGEA

Address 451 JACKSON ST. SAN FRANCISCO,

Telephone: 415 962-8515

Facsimile: 415 962-8501

CA
94111

Share of Backstop Commitment

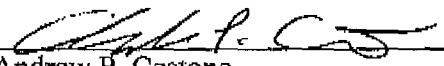
\$ 2,500,000⁰⁰

Dated: October 9, 2009

Investor

Name of Institution: Evergreen Funds Listed on
Appendix A

By: Evergreen Investment Management
Company, LLC, as agent and not in
its individual capacity,

Name: 
Andrew P. Cestone

Address 123 S. Broad Street, 9th Floor
Philadelphia, PA 19109

Telephone: 215-670-3771

Facsimile: 215-670-3736

Share of Backstop Commitment

\$ 1,000,000.00

Appendix A

List of Evergreen Funds

Evergreen High Income Fund

Evergreen VA High Income Fund

Evergreen Income Advantage Fund

Evergreen Multi Sector Income Fund