

Exhibit G
Defined Terms

The following terms have the meanings specified or referred to in this Exhibit G:

“*Action*” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“*Affiliate*” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“*Agreement*” has the meaning set forth in the Preamble.

“*Application*” has the meaning set forth in Section 1.06.

“*Buyer*” has the meaning set forth in the Preamble.

“*Buyer Note*” has the meaning set forth in Section 1.02.

“*Closing*” has the meaning set forth in Section 1.03.

“*Closing Date*” has the meaning set forth in Section 1.03.

“*Code*” has the meaning set forth in Section 1.07.

“*Company*” has the meaning set forth in the Preamble.

“*Company Organizational Documents*” has the meaning set forth in Section 2.03.

“*Contract*” means any contract, lease, deed, mortgage, license, instrument, note, commitment, undertaking, indenture, joint venture and any other agreement, commitment or legally binding arrangement, whether written or oral.

“*Employment Agreement*” has the meaning set forth in Section 1.04.

“*Encumbrances*” has the meaning set forth in Section 1.01.

“*FCC*” has the meaning set forth in the Recitals.

“*FCC Consent*” has the meaning set forth in Section 1.06.

“*Governmental Authority*” means any federal, state, local or foreign government, or any agency or instrumentality of such government, or any arbitrator, court or tribunal of competent jurisdiction.

“*Governmental Order*” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“*Indemnified Party*” has the meaning set forth in Section 6.04.

“*Indemnifying Party*” has the meaning set forth in Section 6.04.

“*Knowledge of a Seller or any Seller’s Knowledge*” or any other similar knowledge qualification, means the constructive or actual knowledge of any director, officer or member of any Seller, after due inquiry.

“*Law*” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

“*Losses*” has the meaning set forth in Section 6.02.

“*Management Report*” has the meaning set forth in Section 1.01.

“*Person*” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

“*Pledge and Security Agreement*” has the meaning set forth in Section 1.03.

“*Purchase Price*” has the meaning set forth in Section 1.02.

“*Seller Membership Interests*” has the meaning set forth in the Recitals.

“*Seller*” has the meaning set forth in the Preamble.

“*Seller Organizational Documents*” means the Articles of Incorporation of Seller filed with the Michigan Department of Commerce on November 18, 1991 and the Bylaws of Seller.

"Thompson" has the meaning set forth in Section 1.01.

"Undisclosed Liability" means any financial liability or obligation of the Company which is not disclosed in the updated Management Report to be delivered to Buyer prior to the Closing Date under Section 1.01.