

## ESCROW AND SECURITY AGREEMENT

This Escrow and Security Agreement is entered into on January 15, 2008 by and among Kathleen J. Wickstrom, whose address is 11333 Bluff Road, Traverse City, MI 49686 ("Seller"), Per A. Wickstrom, whose address is 6721 N.W. Torch Lake Drive, Kewadin, MI 49648 (the "Purchaser"), and Corporate Title Agency, LLC, A Michigan limited liability company, of 440 E. Front St., Traverse City, Michigan 49684 (the "Escrow Agent").

### INTRODUCTORY STATEMENTS

A. On December 13, 2007, Seller and Purchaser executed a certain Stock Purchase Agreement (the "Purchase Agreement"), providing for the sale by Seller and purchase by Purchaser of 30,000 shares of Seller's stock (the "Stock") in TIA Corporation, a Michigan corporation (the "Corporation").

B. In connection with Purchaser's payment obligations under the Purchase Agreement, Purchaser also executed a Promissory Note in the principal sum of Six Hundred Seventy-Four Thousand (\$674,000.00) Dollars (the "Note"), in favor of Seller.

C. Pursuant to the Purchase Agreement, Purchaser agreed to place Seller's Stock in escrow until Purchaser's obligations under the Purchase Agreement, including, without limitation, payment of the Note, have been fulfilled.

E. The Escrow Agent is willing to hold the Stock in escrow on the terms and conditions set forth in this Escrow Agreement.

### AGREEMENT

In consideration of the Introductory Statements above and the promises and provisions set forth in this Agreement, the adequacy and sufficiency of which the parties acknowledge, and as a condition to Purchaser and Seller entering into the transactions that are the subject of the Transaction Documents, Seller, Purchaser, and the Escrow Agent agree:

1. **Escrow and Fees.** When this Escrow Agreement is executed, Seller shall deliver Certificate No. 003 for 30,000 shares, representing the Stock (the "Escrow Shares"), to the Escrow Agent, who shall hold the certificates pursuant to the terms of this Escrow Agreement. The certificates representing the Escrow Shares shall be endorsed in blank for transfer and shall be accompanied by all other documents that, in the Escrow Agent's opinion, are necessary for an effective transfer of the Escrow Shares to the Escrow Agent. The Escrow Shares, all other documents necessary for an effective transfer of the Escrow Shares to the Escrow Agent, together with any and all dividends and other distributions paid with respect to the Escrow Shares shall collectively be referred to as the "Collateral." Any and all of the Escrow Agent's transfer costs, fees, and expenses shall be paid by Purchaser.

2. **Establishment of Escrow.** The Escrow Agent agrees to accept and hold the Collateral and to release the Collateral in accordance with the terms of this Escrow Agreement.

3. **Satisfaction of Conditions.** Purchaser and Seller agree that Escrow Agent shall hold and administer the Collateral as follows:

3.1 **Distribution of the Collateral.** If Purchaser and Seller jointly furnish a signed settlement agreement to the Escrow Agent, the Escrow Agent will agree to abide by the agreement and to distribute the Collateral, or a portion of it, as the agreement directs. Similarly, if the Escrow Agent is directed to make delivery by a final arbitration award or order of a court of competent jurisdiction that either (a) is not subject to an appeal or stay or, (b) if it is subject to an appeal or stay, then after the time has expired for instituting an appeal or stay, or after the award or order becomes final following the appeal or expiration of the stay (a "final order"), the Escrow Agent will agree to abide by the final order and distribute the Collateral, or a portion of it, as the final order directs. On such delivery, the nonrecipient party shall have no further right to, title to, or interest of any kind in the Collateral.

3.2 **Rights in Escrow Shares When No Default.** While the Escrow Shares are on deposit with the Escrow Agent and as long as Purchaser is not in default of the Transaction Documents, Purchaser shall have all rights of ownership with regard to the Escrow Shares deposited with the Escrow Agent.

3.3 **Rights in Escrow Shares When Default Exists.** While the Escrow Shares are on deposit with the Escrow Agent and as long as Purchaser is in default (after any applicable cure period lapses), Purchaser shall have no further right to, title to, or interest of any kind in the Escrow Shares except as may otherwise be provided under Articles 8 and 9 of the Michigan Uniform Commercial Code, and Escrow Agent shall release from escrow and deliver the Escrow Shares to Seller. To the extent that the Collateral's value is less than that of the obligations of the Purchaser still outstanding, Seller shall have the right to seek any available legal remedy to recover the deficiency.

3.4 **No Judgment to Be Exercised by Escrow Agent.** In no event shall the Escrow Agent be deemed or required to make any independent judgment as to whether or not a default exists in the Transaction Documents.

4. **Negative Covenants.** So long as any of Purchaser's obligations set forth in the Transaction Documents remain unsatisfied, the Purchaser, Corporation or any shareholder or director of the Corporation shall not do, approve or consent to any of the following:

4.1 **Merger or Consolidation.** The Corporation shall not participate in a merger, consolidation, or other transaction with any other entity unless the Corporation is considered to be the survivor as this term is used under the Michigan Business Corporation Act.



4.2 **Anti-dilution.** The Corporation shall not issue any stock or rights or options to acquire its stock.

4.3 **Limitation on Distribution.** The Corporation will not voluntarily or involuntarily sell, transfer, lease, or otherwise dispose of any assets of the Corporation (except inventory or equipment sold in the ordinary course of its business), or attempt to offer or contract to do so without the prior written consent of Seller.

4.4 **Changes in Corporation's Name.** The Corporation will not change its name, identity, or any organizational structure or composition in any manner unless the Corporation shall have given Seller at least thirty (30) days prior written notice and shall have taken all action (or made arrangements to take such action substantially simultaneously with such change if it is impossible to take such action in advance) necessary or reasonably requested by Seller to protect its interest in the Stock.

4.5 **Future Liabilities.** The Corporation will not create, incur, assume, or suffer to exist any liability for borrowed money nor grant a security interest in any assets of the Corporation. Notwithstanding the foregoing, the Corporation may incur additional indebtedness up to an aggregate of Two Hundred Fifty Thousand (\$250,000.00) Dollars, provided such indebtedness is used to reduce Seller's personal liability for obligations of the Corporation in a like amount.

4.6 **Investments, Loans, Guarantees, and Contingent Liability.** The Corporation will not purchase or otherwise acquire any investment income or make any loan or advance to, or become a guarantor, surety, or pledge its credit to become liable for undertakings of, or others, or incur any contingent liabilities.

4.7 **Limitation on Liens on Collateral.** Purchaser will not create, permit, or suffer to exist, and will defend the Stock against and take such other action as is necessary to remove any lien, mortgage, pledge, assignment, security interest, charge, or encumbrance of any kind and any agreement to give or refrain from giving any of the foregoing on the Stock, and will defend the right, title, and interest of Seller in and to the Stock and in and to the proceeds and products thereof against the claims and demands of any person or party.

4.8 **Matters Relating to the Corporation.** Purchaser will perform and comply in all respects with its obligations and duties under the bylaws, articles of incorporation, the Michigan Business Corporation Act or any agreement concerning the business and affairs of the Corporation or otherwise imposed on Purchaser as a shareholder of the Corporation (the "Corporate Obligations"). Without Seller's prior written consent, Purchaser will not (i) amend, modify, terminate, or waive any such Corporate Obligations, (ii) fail to exercise promptly and diligently each and every right that it may have under the Corporate Obligations, (iii) fail to deliver to Seller a copy of each demand, notice, or document received by it relating in any way to any such Corporate Obligations, (iv) grant any extension of the time of payment of any distribution from the Corporation, compromise, compound, or settle the same for less than the full amount, release, wholly or partly, any person liable or who may become liable for the

payment thereof, or allow any credit, discount, or allowance whatsoever thereon, (v) vote against, obstruct, or take any action that may hinder or impair the declaration or payment of any distribution lawfully payable by the Corporation, (vi) take any action to withdraw from the Corporation, (vii) make any agreement of any kind concerning its interest in the Corporation, (viii) vote for or take any action to dissolve the Corporation.

4.9 **Bankruptcy.** The Corporation shall not file for bankruptcy protection nor make an assignment for the benefit of creditors.

5. **Termination of Escrow.** The escrow created in this Escrow Agreement shall terminate (i) on March 15, 2010 (the "Final Payment Due Date") if the Seller has not provided the Escrow Agent with a notice that the Purchaser is in default under the Transaction Documents which default remains outstanding as of the Final Payment Due Date, or (ii) at such time as the Escrow Agent has disbursed all of the Collateral in accordance with the terms of Section 3.1 of this Agreement.

6. **Duties of the Escrow Agent.** Unless otherwise expressly provided in this Escrow Agreement, the Escrow Agent shall:

6.1 Not be held liable for any action taken or omitted under this Escrow Agreement so long as the Escrow Agent acted in good faith and without gross negligence.

6.2 Have no responsibility to inquire into or determine the genuineness, authenticity, or sufficiency of any securities, checks, or other documents or instruments submitted to the Escrow Agent in connection with the Escrow Agent's duties under this Escrow Agreement.

6.3 (a) Be entitled to deem the signatories of any documents or instruments submitted to the Escrow Agent as being those of the persons purported to be authorized to sign such documents or instruments on behalf of the parties to this Agreement and (b) be entitled to rely on the genuineness of the signatures of such signatories without inquiry and without requiring substantiating evidence of any kind.

6.4 Be entitled to refrain from taking any action contemplated by this Escrow Agreement if the Escrow Agent becomes aware of any disagreement between the parties to this Escrow Agreement as to any material facts or as to the happening of any contemplated event precedent to such action.

6.5 Be entitled to compensation for its services under this Agreement in such amounts as may be agreed on from time to time and to reimbursement of its normal out-of-pocket expenses (including, without limitation, the reasonable fees and costs of attorneys or agents that it may find necessary to engage in performance of its duties), all to be paid by the parties to this Agreement pursuant to the terms of Paragraph 1.

6.6 Be jointly and severally indemnified and held harmless by Seller and Purchaser from all losses, costs, and expenses that the Escrow Agent may incur as a result of its involvement in



any litigation arising from performance of its duties under this Escrow Agreement, provided that such litigation shall not result from any action taken or omitted by the Escrow Agent for which it shall have been adjudged negligent or to have acted in bad faith. This indemnification shall survive termination of this Agreement until extinguished by any applicable statute of limitations.

6.7 Invest the dividends and other distributions paid with respect to the Escrow Shares in an account bearing daily interest, which account may be liquidated, in whole or in part, without penalty and with accrued interest, at any business time, unless Seller and Purchaser otherwise agree.

**7. Resignation or Removal of the Escrow Agent.** The Escrow Agent may resign after giving 30 days' written notice to the other parties to this Escrow Agreement. Similarly, the Escrow Agent may be removed or replaced after the giving of 30 days' written notice to the Escrow Agent by all the other parties to this Escrow Agreement. In either event, the duties of the Escrow Agent shall terminate 30 days after the date the notice is mailed (or on a mutually agreed-on earlier date), and the Escrow Agent shall deliver the Collateral then in its possession to such successor Escrow Agent as shall have been appointed by the other parties to this Escrow Agreement (as evidenced by a written notice signed by all the parties to this Escrow Agreement and filed with the Escrow Agent). If the other parties are unable to agree on a successor or fail to appoint a successor before the expiration of 30 days following the date of the notice of resignation or removal, the then-acting Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent or for other appropriate relief, and any resulting appointment shall be binding on all the parties. Upon acknowledgment by any successor Escrow Agent of receipt of the Collateral, the then-acting Escrow Agent shall be fully released from all duties, responsibilities, and obligations under this Escrow Agreement. If no successor Escrow Agent is appointed or, if appointed, does not accept or acknowledge receipt of the Collateral, then the Escrow Agent shall hold the Collateral until such controversy is resolved to its satisfaction or deliver the Collateral to a court of competent jurisdiction pursuant to such court's interpleader or related rules.

**8. Indemnification of Escrow Agent.** Subject to the provisions of Paragraph 6.6, Seller and Purchaser jointly and severally agree to indemnify the Escrow Agent for and hold the Escrow Agent harmless from any costs, damages, expenses, or claims that the Escrow Agent may incur or sustain as a result of or arising out of this Escrow Agreement or the Escrow Agent's duties relating to this Escrow Agreement. Seller and Purchaser will pay any such costs, damages, expenses, or claims on demand. To secure the Escrow Agent's rights to payment or reimbursement, the Escrow Agent is given a lien on, and security interest in, the Collateral deposited in this escrow.

**9. Rights in Property.** During this Escrow Agreement's term, it is agreed that this Agreement and the property held under it are not intended to inure to the benefit of or be attachable by creditors of Seller or Purchaser, nor shall any interest in this Agreement or property be subject to any anticipation or voluntary or involuntary assignment through any legal or equitable process.

10. **Execution of Supplementary Documents.** The parties agree, on the request of any other party, to execute any agreements, documents, or instruments consistent with this Agreement that are necessary to consummate the transactions contemplated by the Agreement.

11. **Counterparts; Facsimile Signatures.** This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by telecopier shall be as effective as delivery of a manually executed signature page to this Agreement.

12. **Notice.** Any request, direction, notice, or other service required or permitted to be made or given by any party to this Agreement shall be in writing and shall be deemed sufficiently given or served for all purposes if delivered in person or via registered or certified mail, return receipt requested, to the parties at the addresses set forth below or at such other address as any party shall from time to time specify by written notice given to all other parties.

In the case of Seller: Kathleen A. Wickstrom  
11333 Bluff Road  
Traverse City, Michigan 49686

In the case of Purchaser: Per A. Wickstrom  
6721 N.W. Torch Lake Drive  
Kewadin, Michigan 49648

In the case of the Escrow Agent: Corporate Title Agency, LLC,  
440 E. Front St.  
Traverse City, MI 49684

13. **Modifications.** No modification of this Agreement shall be valid unless the modification is in writing and signed by all parties to this Agreement.

14. **Waiver.** No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the person or party against whom the waiver is asserted.

15. **Invalid Provision.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if the invalid or unenforceable provision were omitted.

16. **Assignment.** This Agreement shall be binding on and inure to the benefit of the parties and their heirs, legal representatives, executors, administrators, successors, and assigns.


17. **Entire Agreement.** Except as otherwise provided, this Agreement and any documents or instruments delivered pursuant to this Agreement constitute the entire agreement and understanding between the parties and supersede any prior agreement and understanding relating to this Agreement's subject matter.



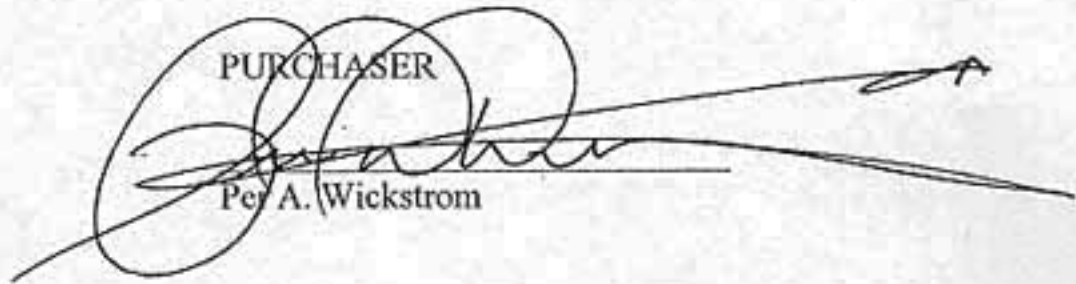
18. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Michigan, without regard to its conflict-of-laws principles. Venue for any action arising out of this Agreement shall lie in Grand Traverse County, Michigan.

The parties have signed this Escrow Agreement on the date listed on the first page of this Agreement.

SELLER

  
Kathleen J. Wickstrom

PURCHASER

  
Per A. Wickstrom

ESCROW AGENT

Corporate Title Agency, LLC

By: 

Its: Commercial Closing Offices