

STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made on December 13, 2007 (the "Effective Date") by and among KATHLEEN J. WICKSTROM, a Michigan resident (the "Seller"), and PER A. WICKSTROM, a Michigan resident (the "Purchaser"). Purchaser and Seller are sometimes referred to individually as a "Party" or collectively as the "Parties".

RECITALS

A. Seller owns 30,000 shares in total of the Capital Stock (the "Stock") of TIA CORPORATION, a Michigan corporation (the "Company"), which constitutes Fifty (50%) percent of all of the issued and outstanding Capital Stock of the Company.

B. Purchaser owns 30,000 shares in total of the Capital Stock of the Company, which constitutes the remaining Fifty (50%) percent of all of the issued and outstanding Capital Stock of the Company.

C. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, Thirty Thousand (30,000) shares of the Stock; the consummation of which would make Purchaser the owner of One Hundred (100%) percent of the issued and outstanding Capital Stock of the Company.

NOW, THEREFORE, in consideration of the recitals and mutual promises set forth below, the receipt and adequacy of which are forever acknowledged, the Parties agree as follows:

1. **Sale of Stock.** Seller shall sell to the Purchaser, and the Purchaser shall purchase from Seller, Thirty Thousand (30,000) shares of Stock for an amount equal to the Purchase Price.

2. **Purchase Price.** The consideration for the sale of the Stock is (i) One Million (\$1,000,000.00) Dollars; (ii) and an in-kind distribution of the Company's interest in that certain real estate located in Manistee, Michigan; (iii) Purchaser and/or Company shall assume and pay when due on behalf of Seller that certain indebtedness owed by Seller to Alden State Bank in the amount of approximately Ten Thousand (\$10,000.00) Dollars; and (iv) an earnest money deposit to be paid by Purchaser to Seller in the amount of Ten Thousand (\$10,000.00) Dollars on or before Tuesday, December 18, 2007 (the deposit shall be applied as a credit against the Down Payment (the "Purchase Price") and shall be paid as follows:

(A) **Down Payment.** At Closing (hereinafter defined), Purchaser shall pay to the Seller a down payment in the amount of Three Hundred Fifty Thousand (\$350,000.00) Dollars, in cash or certified funds (the "Down Payment");

(B) **Promissory Note.** At Closing, Purchaser shall execute and deliver to the Seller, a promissory note in the amount of Six Hundred Seventy-four Thousand (\$674,000.00) Dollars to be paid in Twenty-six (26) equal monthly installments of principal commencing February



28, 2008, and on the same day of each month thereafter, until paid in full, but in all events shall be paid in full on or before February __, 2010, all upon the terms and conditions and in substantially the form of Exhibit "A" attached hereto (the "Promissory Note"). As security for payment of the Promissory Note and faithful observance of the terms of this Agreement, Purchaser shall execute and deliver to the Seller, an Escrow and Security Agreement, upon the terms and conditions and substantially in the form of Exhibit "B" attached hereto (the "Escrow and Security Agreement"), which shall require Purchaser to execute in blank the certificate representing the Stock and deliver same to the Escrow Agent referenced therein. As further security for payment of the Promissory Note and faithful observance of the terms of this Agreement, Purchaser shall cause the Company to execute and deliver to the Seller, a Corporate Guaranty, upon the terms and conditions and substantially in the form of Exhibit "C" attached hereto (the "Corporate Guaranty"). The Corporate Guaranty shall be secured by a mortgage against all Company owned real property, which Buyer shall cause the Company to execute and deliver to the Seller at Closing, upon the terms and conditions and substantially in the form of Exhibit "D" attached hereto (the "Mortgage"). The Mortgage relating to the Company property located in Albion, Michigan, shall contain a provision that in the event said property is sold to a third party in an arm's-length transaction, Seller shall release and discharge said Mortgage if Seller is paid all net proceeds of such sale (up to an amount equal to the then-current balance of the Promissory Note) after (i) the payment of all senior mortgages recorded against such property (with balances not to exceed the balances as they exist as of the date hereof) and (ii) customary closing costs and prorations.

(C) Assignment of Land Contract. At Closing, the Company shall execute and deliver to Seller (or an entity to be named by Seller) an Assignment of Land Contract, upon the terms and conditions and substantially in the form of Exhibit "E" attached hereto (the "Assignment of Land Contract") relating to the Company's interest in that certain Land Contract dated January 19, 2007 between Company and Tendercare (Michigan) Inc. and Manistee Heights Care Center Inc., relating to certain improved real property in the City of Manistee and Township of Filer, Manistee County, Michigan (the "Land Contract"). The Company shall obtain the Land Contract sellers' written consent, as required by the Assignment of Land Contract. The Company has received an offer to sell the Manistee property from Wal-Mart. That offer was presented by a realtor by the name of Dave Carlson. To the extent Dave Carlson obtains a judgment against the Company for commissions earned and such judgment is rendered against Purchaser, individually, Seller shall indemnify Purchaser and Company to the extent of such judgment.

As additional consideration for the sale of the Stock, Purchaser shall cause: (i) Narconon Stone Hawk Rehabilitation Center, Inc. ("Stone Hawk") to enter into a Severance and Consultation Agreement with the Seller upon the terms and conditions and substantially in the form of Exhibit "F" attached hereto; (ii) Stone Hawk to continue Seller's salary of Eight Thousand (\$8,000.00) Dollars per week until the date of closing; (iii) Company shall pay to Seller on Monday, December 17, 2007 an amount equal to Fourteen Thousand (\$14,000.00) Dollars and on the date of closing an amount equal to Ten Thousand (\$10,000.00) Dollars; (iv) Stone Hawk to remove Seller's name from any licenses or permits associated with the operation of Stone Hawk, including, without limitation, any licenses from the State of Michigan or with Narconon International; and (v) Stone Hawk shall maintain the operational status quo until the date of closing ("Operational Status Quo"

shall mean for purposes of this Agreement no hiring or firing of personnel or staff (with the exception of hiring Miriam Tenario and the assignment of Jay Ehlert)), no assumption or incurrence of new debt, and no sale of Company property outside the ordinary course of business. Except as set forth above, from the date hereof until the closing of this transaction, Purchaser shall have full operational control of the business of Stone Hawk, except that Seller shall continue in her role of processing and executing Company checks to cover Company expenses and shall be permitted to contact and discuss financial matters related thereto with the Stone Hawk treasurer.

3. Closing Matters.

(i) Closing. The closing of the transactions contemplated in this Agreement (the "Closing") shall take place at the offices of Zimmerman, Kuhn, Darling, Boyd, Quandt & Phelps, PLC, at 412 S. Union St, Traverse City, Michigan on or before December 31, 2007, but in no event later than January 15, 2008. The Closing Date may be extended upon the prior written consent of the Seller, which shall not be unreasonably withheld. All transactions and all documents executed and delivered at the Closing shall be deemed to have occurred simultaneously, and no transaction shall be deemed to have occurred and no document shall be deemed to have been executed or delivered unless all transactions have occurred and all documents have been executed and delivered.

(ii) Payment and Delivery. At Closing, Purchaser shall pay to Seller the Purchase Price and deliver the instruments in accordance with Section 2 hereof, and Seller shall endorse in blank the certificate representing the Stock and place same in escrow, all in accordance with Section 2(ii) hereof.

4. Representations and Warranties of Seller. Seller represents and warrants to Purchaser that:

(i) Seller is the sole owner and holder of, and has good and valid title to, the Stock, free and clear of any and all liens, pledges, encumbrances, charges, agreements, or claims of any kind whatsoever;

(ii) Seller has the full legal right, power, authority and capacity to enter into and perform this Agreement and to sell, assign, transfer and deliver the Stock, and that such delivery will convey to Purchaser good title to the stock, free and clear of any and all liens, pledges, encumbrances, charges and agreements (except those created pursuant to this Agreement);

(iii) This Agreement constitutes the legal, valid and binding obligations of Seller and is enforceable in accordance with its terms;

5. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller that:

(i) Purchaser has the full legal right, power, authority and capacity to enter into

and perform its respective obligations under this Agreement;

(ii) This Agreement constitutes a legal, valid and binding obligation of the Purchaser and is enforceable in accordance with its terms; and

(iii) Purchaser is acquiring the Stock for his own account, for investment, and without any present intention to resell the Stock. Purchaser acknowledges and agrees that the Stock has not and will not be registered under the Securities Act of 1933 or the Michigan Uniform Securities Act, and Purchaser will not resell the Stock unless they are so registered or unless an exemption from registration is available. Purchaser consents to the imposition of a legend to this effect on the certificates for the Stock and to a notation to this effect in the appropriate records of the Company.

6. **Indemnification.** The Purchaser and Company shall indemnify, protect, release, hold forever harmless, and defend Seller from and against any and all liabilities, losses, claims, demands, payments, actions, suits, legal or administrative proceedings, judgments, costs (including reasonable attorneys fees), and expenses of whatsoever kind, nature or description, whether arising before, during or after Seller's ownership of the Stock, in connection with, resulting from, or in any way relating to the operation of the Company including, but not limited to notes payable, trade payables, contracts, personal guarantees and commitments. Provided, however, this section shall not pertain to (i) taxes accruing prior to closing that result in Company or shareholder liability; and (ii) the amount of any judgment or settlement of the E. Niccum lawsuit, provided (a) Seller has the right to unfettered access to candid discussions with and assessments of defense counsel (b) Seller must approve any settlement if such settlement is over Fifty Thousand (\$50,000.00) Dollars and (c) Purchaser individually or on behalf of Stone Hawk pays fifty percent (50%) of such settlement or judgment. This indemnity shall in no way require Seller to indemnify Narconon International, ABLE International or their affiliates.

7. **Release of Personal Guarantees.** Within Six (6) months of Closing or as soon as reasonably practicable with Purchaser exercising Purchaser's best efforts, Purchaser and Company shall take whatever actions necessary to release, discharge and remove Seller from any and all instruments in which Seller has personally guaranteed the debts, obligations or performance of the Company, including, without limitation, those instruments set forth on Exhibit "G" attached hereto.

8. **Miscellaneous.**

(i) Following Closing, the Parties agree to timely execute and deliver any documents or to take any actions reasonably necessary or desirable to complete any outstanding transactions contemplated herein.

(ii) So long as there is any balance remaining under the Promissory Note, Seller shall have the right to review the books and records of Stone Hawk and the Company at least once annually and upon demand in the event there is a default in any of Purchaser's obligations under this

Agreement or any agreement referenced herein.

(iii) Seller agrees to reasonably assist as a witness in the defense of current/pending (as of the date hereof and as limited to those the list of lawsuits provided on the date hereof) lawsuits filed against Stone Hawk.

(iv) On or before December 31, 2007, Seller shall remove all of her personal property and possessions from Stone Hawk's premises (Battle Creek and Albion) and 248 Vydarny, Battle Creek, Michigan, including those items identified on Exhibit H attached hereto. Until Seller removes such property, her offices and residence identified above shall not be entered or disturbed by anyone affiliated with, under the control, or as an agent of Stone Hawk. Eric or Miriam Tenario shall not be present on any of the premises during such time as Seller removes the above-reference property and possessions.

9. **Notices.** Any notices or other communication required or permitted hereunder shall be sufficiently given if in writing and personally delivered or sent by registered or certified mail, postage prepaid, addressed to each Party at its last known address. In the event of a change of address, a Party shall give all other Parties prompt written notice of the new address.

10. **Entire Agreement.** This Agreement and the documents attached hereto as exhibits, represent the entire Agreement and understanding between the Parties with respect to the subject matter hereof and can only be amended, supplemented or changed, by a written instrument signed by all of the Parties. Notwithstanding the foregoing, a default in any document referenced herein, including this Agreement, shall be deemed a default of every other document referenced herein, including this Agreement. No one party shall be deemed the drafter of this Agreement or any agreement referenced herein and, therefore, any ambiguity shall not be construed against the drafter.

11. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same Agreement.

13. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

14. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

15. **Mutual Release.** Purchaser and Seller mutually agree that upon closing, except for the obligations contained herein and the right to enforce this Agreement (or any other agreement, instrument or document referenced herein), Purchaser and Seller shall fully and mutually release each other for all claims, known or unknown, contingent, liquidated, unliquidated or otherwise. This

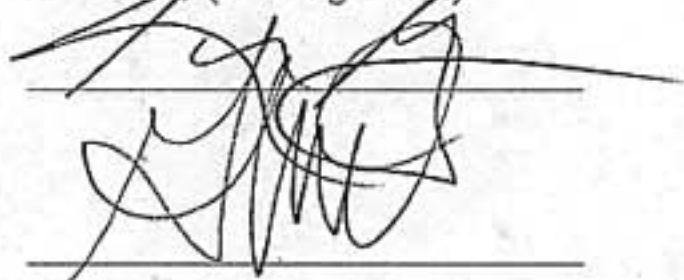


release shall not apply to any obligations of the parties to indemnify each other or as otherwise provided in this Agreement. Seller shall likewise upon closing release any and all claims against Narconon International, Able International, RTC, or any group using LRH technology and their affiliates including claims for use of their mark.

Purchaser and Seller also agree to not disparage each other in any way. The parties further agree for and on behalf of themselves their successors, assigns, agents, and affiliates, including any legal entity they own or control, directly or indirectly, in whole or in part, that they shall not disparage each other or their respective officers or directors in any verbal or written communication discussing the relationship as shareholders, officers, directors, or employees of TIA Corporation or Narconon Stonehawk Inc. This includes any disparaging comments of a personal nature between the parties hereto. The parties further agree that in the event of any disclosure or disparagement contrary to the covenants of this provision, money damages will be an insufficient remedy and irreparable injury to reputation to goodwill will occur, necessitating the entry of equitable and injunctive relief in addition to money damages.

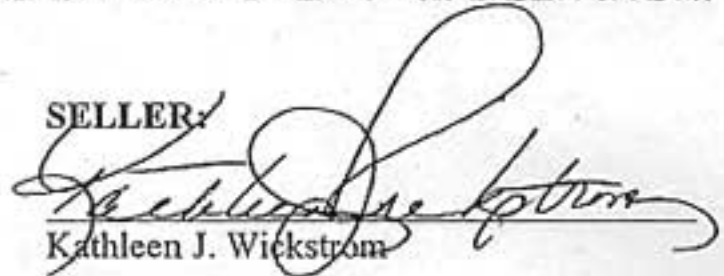
IN WITNESS WHEREOF, this Agreement is executed and effective on the Effective Date when executed and delivered by each Party.

WITNESS (to all signatures):



A handwritten signature, likely of a witness, is written over a horizontal line. The signature is highly stylized and cursive.

SELLER:



A handwritten signature of Kathleen J. Wickstrom is written over a horizontal line. The signature is cursive and matches the name printed below.

Kathleen J. Wickstrom

PURCHASER:

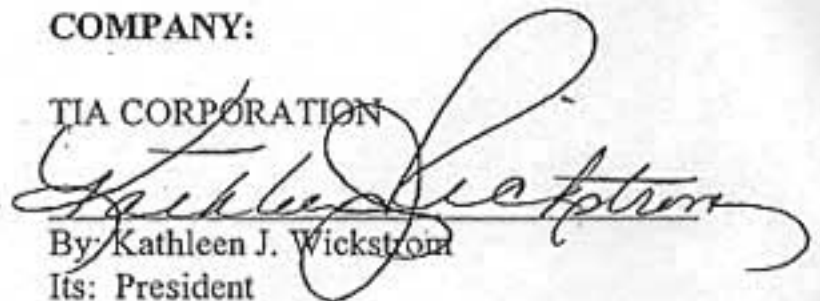


A handwritten signature of Peter A. Wickstrom is written over a horizontal line. The signature is cursive and matches the name printed below.

Peter A. Wickstrom

COMPANY:

TIA CORPORATION



A handwritten signature of Kathleen J. Wickstrom is written over a horizontal line. The signature is cursive and matches the name printed below.

By: Kathleen J. Wickstrom

Its: President