
Share Repurchase Agreement

by Documatica Legal Forms Inc.

THIS SHARE REPURCHASE AGREEMENT (the "Agreement") is hereby executed this 10th day of June, 2010 (the "Execution Date")

BETWEEN:

George Jackson
of
67 15th Street
Vancouver, British Columbia
V9R 2R9

(the "Seller")

OF THE FIRST PART

- AND -

MegaCorp
of
890 Beech Street
Vancouver, British Columbia
V9W 3E3

(the "Corporation")

OF THE SECOND PART

1. BACKGROUND

The Seller is the owner of a total of 100 regular shares (the "Shares") of MegaCorp (the "Corporation").

The Seller desires to sell the Shares to the Corporation and the Corporation desires to repurchase the Shares from the Seller.

IN CONSIDERATION OF and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this Agreement agree as follows:

2. PURCHASE PRICE

The Seller agrees to sell and the Corporation agrees to purchase all the rights, title, interest, and property of the Seller in the Shares for \$3400.00 Canadian Dollars (CAD) (the "Purchase Price").

Upon closing of this agreement, the Corporation will pay the Seller the amount of \$3400.00 Canadian Dollars (CAD) as a single lump sum.

Payment will be made by Certified Check.

3. CONSIDERATION

By this Agreement the Seller understands and agrees that the consideration provided by the Corporation to purchase the Shares is fair, reasonable and just, and that no additional consideration or compensation will be required with regard to the purchase of the Shares.

4. SELLER'S REPRESENTATIONS AND WARRANTIES

The Seller warrants and represents to the Corporation the following:

1. The Shares are free of any lien, encumbrance, security interests, charges, mortgages, pledges, or other restrictions. The Seller is the owner in clear

title of the Shares and is able to transfer clear title to the Corporation.

2. The Seller is not bound by any agreement that would prevent any transactions connected with this Agreement.
3. To the Seller's knowledge, there is no legal action or suit pending against any party that would materially affect this Agreement.
4. Following Closing of this Agreement, the Seller relinquishes all rights, interest, and title in the Shares.

5. CORPORATION'S REPRESENTATIONS AND WARRANTIES

The Corporation warrants and represents to the Seller the following:

1. The Corporation is permitted to enter this Agreement and will not be in violation of its incorporation documents or corporate bylaws by doing so.
2. This Agreement does not violate any relevant federal or provincial statutes or legislation, including securities acts and regulations.
3. The Corporation is not bound by any agreement that would prevent any transactions connected with this Agreement.
4. To the Corporation's knowledge, there is no legal action or suit pending against any party that would materially affect this Agreement.
5. If approval by the Corporation's Shareholders is necessary for the completion of this Agreement, approval will be obtained prior to the Closing Date.

6. CLOSING

The closing of the purchase and sale of the Shares (the "Closing") will take place on

July 10, 2010 (the "Closing Date") at the offices of the Seller.

At Closing and upon the Corporation paying the Purchase Price in full to the Seller, the Seller will duly execute the transfer the Shares to the Corporation.

All warrants and representations of the Seller and the Corporation connected with this Agreement will survive the Closing.

7. VOTING RIGHTS

The Seller will own any right to vote associated with the Shares before the Closing of this Agreement. The Corporation will own any right to vote associated with the Shares after the Closing of this Agreement.

8. DIVIDENDS

The Seller will own any dividends earned by the Shares and payable before the Closing of this Agreement. The Corporation will own any dividends earned by the Shares and payable after the Closing of this Agreement.

This sample represents only part of a completed document.
The remainder of the document has been intentionally omitted.