Stock Repurchase Agreement

by Documatica Legal Forms Inc.

THIS STOCK REPURCHASE AGREEMENT (the "Agreement") is hereby executed this 12th day of September, 2009 (the "Execution Date"

BETWEEN:

Roy Jameson

(the "Seller")

OF THE FIRST PART

- AND -

TyCorp Inc. of 1837 Cougar Ridge Dallas, Texas 24532

(the "Corporation")

OF THE SECOND PART

1. BACKGROUND

The Seller is the owner of a total of 100 public shares stock (the "Stock") of TyCorp Inc. (the "Corporation").

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The Seller desires to sell the Stock to the Corporation and the Corporation desires to repurchase the Stock 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 Stock for \$600.00 United States Dollars (USD) (the "Purchase Price").

Upon closing of this agreement, the Corporation will pay the Seller the amount of \$600.00 United States Datas (USD) 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 Stock is fair, reasonable and just, and that no additional consideration or compensation will be required with regard to the purchase of the Stock.

4. SELLER'S REPRESENTATIONS AND WARRANTIES

The Seller warrants and represents to the Corporation the following:

 The Stock are free of any lien, encumbrance, security interests, charges, mortgages, pledges, or other restrictions. The Seller is the owner in clear title of the Stock 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 telinquishes all rights, interest, and title in the Stock.

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 state 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 Stock (the "Closing") will take place on

September 12, 2009 (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 Stock 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 Stock before the Closing of this Agreement. The Corporation will any right to vote associated with the Stock after the Closing of this Agreement.

8. DIVIDENDS

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