

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF  
THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): December 28, 2009

**TITLE STARTS ONLINE, INC.**  
(Exact name of registrant as specified in its charter)

Nevada	000-53704	26-1394771
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification Number)

4540 Alpine Road, Blue Ash, Ohio 45242  
(Address of principal executive offices) (zip code)

513-297-3640  
(Registrant's telephone number, including area code)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Form 8-K and other reports filed by Title Starts Online, Inc. ("Title" or the "Company") from time to time with the Securities and Exchange Commission (collectively the "Filings") contain or may contain forward looking statements and information that are based upon beliefs of, and information currently available to, the Company's management as well as estimates and assumptions made by the Company's management. When used in the filings the words "anticipate", "believe", "estimate", "expect", "future", "intend", "plan" or the negative of these terms and similar expressions as they relate to the Company's or Company's management identify forward looking statements. Such statements reflect the current view of the Company with respect to future events and are subject to risks, uncertainties, assumptions and other factors (including the risks contained in the section of this report entitled "Risk Factors") relating to the Company's industry, the Company's operations and results of operations and any businesses that may be acquired by the Company. Should one or more of these risks or uncertainties materialize, or should the underlying assumptions prove incorrect, actual results may differ significantly from those anticipated, believed, estimated, expected, intended or planned.

Although the Company's management believes that the expectations reflected in the forward looking statements are reasonable, the Company cannot guarantee future results, levels of activity, performance or achievements. Except as required by applicable law, including the securities laws of the United States, the Company does not intend to update any of the forward-looking statements to conform these statements to actual results. The following discussion should be read in conjunction with the Company's pro forma financial statements and the related notes filed with this Form 8-K.

In this Form 8-K, references to "we," "our," "us," the "Company," or "Title" refer to Title Starts Online, Inc., a Nevada corporation.

### **Item 1.01 Entry into a Material Definitive Agreement.**

### **Item 2.01 Completion of Acquisition or Disposition of Assets.**

On December 28, 2009, we entered into and closed a Share Exchange Agreement with the shareholders of Advanced Mechanical Products, Inc., an Ohio corporation ("AMP"), each of which are accredited investors ("AMP Shareholders") pursuant to which we acquired 100% of the outstanding securities of AMP in exchange for 1,063,636 shares of our common stock (the "AMP Acquisition"). Considering that, following the merger, the AMP Shareholders control the majority of our outstanding voting common stock and we effectively succeeded our otherwise minimal operations to those that are theirs, AMP is considered the accounting acquirer in this reverse-merger transaction. A reverse-merger transaction is considered, and accounted for as, a capital transaction in substance; it is equivalent to the issuance of AMP securities for our net monetary assets, which are de minimis, accompanied by a recapitalization. Accordingly, we have not recognized any goodwill or other intangible assets in connection with this reverse merger transaction. AMP is the surviving and continuing entities and the historical financials following the reverse merger transaction will be those of AMP. We were a "shell company" (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended) immediately prior to our acquisition of AMP pursuant to the terms of the Share Exchange Agreement. As a result of such acquisition, our operations are now focused on the design, marketing and sale of modified automobiles with an all electric drivetrain and battery systems. Consequently, we believe that acquisition has caused us to cease to be a shell company as we no longer have nominal operations.

In addition, on December 29, 2009, subsequent to the acquisition of AMP, the Company entered into an Agreement and Release with Mark DeFoor, a significant shareholder of the Company, pursuant to which Mr. DeFoor agreed to return 3,105,000 shares of common stock of the Company to the Company for cancellation and has provided a full release of the Company in consideration of the transfer of all securities of Title Starts of Kansas City, LLC, the Company's former wholly owned subsidiary, and all assets relating to the online abstract business.

### Overview

Advanced Mechanical Products, Inc. ("AMP") designs, sells and delivers modified automobiles with an all electric drivetrain and battery system that allows the vehicle to perform just like a vehicle with an internal combustion engine ("ICE"), but with no emissions or burning of fossil fuels. Using its drivetrain system, the Company converts an existing vehicle to an all electric vehicle instead of one that burns gasoline. Currently, the Company will convert a Saturn Sky, Saturn Aura or Saturn VUE provided from a buyer or a distributor by removing the vehicle's engine, gasoline tank and drive train and replace them with an electric motor, batteries and traction control components. The buyer provides either a new or a used vehicle to AMP that will be modified with the slip-in AMP electronic powertrain. The vehicle is then returned to the buyer for use. The product is warranted with a 3 year or 36,000 mile warranty.

Our core goal is to establish and to build our brand as the brand that consumers immediately think of when they hear the words "Electric Car". We intend to develop our brand using the good reputation of the vehicles we convert to electric. These vehicles will all ready have established themselves as high quality, stylish, safe, desirable and market leading vehicles in their ICE configurations. We intend to leverage the countless hours and dollars spent by the OEM to build and market these proven vehicles. Specifically, we have established relationships with automotive suppliers for sub-components that are designed for existing hybrid vehicles. Our relationships allow us to purchase drive motors, electric power steering, electric air conditioning and our power electronics at a basic cost without having invested a massive amount of time and capital to independently develop such components.

We will also incorporate the latest battery, motor and software advances available at the time. We intend to be maintain several relationships with various suppliers and will not be locked into any one battery, motor, software or electronics vendor. To the greatest extent possible, we will use components that are being mass produced. We believe this will enable us to offer vehicles at mass produced pricing. The first application of our Powertrain is for the 2007, 2008, and 2009 General Motors Saturn Sky.

### Market for Electric Vehicles

The market for electric vehicles represents a narrow but rapidly growing sector in the overall vehicle market. Currently the most productive market for electric vehicles is fleet operators, consisting of organizations that operates many vehicles from a central location include delivery operations, taxis, police and other government offices, the military, resorts, municipal bus lines and rental car agencies.

The consumer market for electric vehicles is still relatively small due to high prices and lack of electric vehicle infrastructure, however we believe this market is growing and is expected to continue to grow as the technology and price of electric vehicles improve.

### Marketing

We break down our customers into two categories: Internet Sales and Distribution Network Sales. Internet sales are a primary method of sales used by most electric car companies today. Secondly, AMP is seeking to create a distribution channel through existing Saturn dealerships. We are seeking to utilize the dealers as “converters” of Saturn product to all electric vehicles. Similarly to how the dealer would enlist a local “low ride” or “hot rod” conversion shop to add value to their dealership, they become distributors of our customization to an all electric vehicle. This prevents them from being inhibited in their dealer relationship with the manufacturer. The dealer network pricing would be higher than the internet pricing. We would potentially stop selling online if the dealer network began driving the business. We plan to emphasize the following selling points:

- avoiding the fluctuation in fuel prices;
- saving the globe from carbon dioxide and global warming;
- the familiarity of the converted vehicle;
- assisting the country in breaking its dependence on foreign oil; and
- Favorable social supports in laws, taxes, and subsidies

### Research and Development

We conduct all of our research and development in-house at our facilities in Cincinnati, Ohio.

### Competition

We expect that the electric car industry will compete on quality, price, performance and early to market status. Today, Tesla Automotive, an Original Equipment Manufacturer (OEM), is the only manufacturer of an all electric vehicle. Tesla currently has a vehicle based on the Lotus Elise frame and is using the AC Propulsion components to create an all electric vehicle. Tesla vehicle costs approximately \$125,000 with accessories. It is a two seat vehicle that is very small and meets only minimal safety standards within the automotive industry, not even including a passenger side air bag. The second largest competitors are mostly two stage vehicles such as the General Motors Volt. This vehicle consists of 26 kilowatt power pack that will allow it to run for 40 miles on an all electric system. As the battery pack discharges, a gasoline based two cycle motor engages and charges the battery pack. This means there is still a gas tank and ICE in the vehicle. Tesla and General Motors are larger and better capitalized and will be able to take advantage of opportunities that the Company will not be able to pursue. Further, there are other smaller competitors that are seeking to enter the electric car company industry.

### Intellectual Property

We have not applied for or received patent protection in the US or any other country, and, as a result, there is a distinct risk that we will not be able to adequately protect our intellectual property rights in these countries.

### Government Regulation

We are in the business of modifying and selling automobiles and other vehicles, and accordingly we are subject to several laws related to automobile sales and operation.

The United States' laws related to automobile manufacturers regulate registration, safety criteria, type approval, inspection, maintenance, testing, etc. of automobiles. There are also laws regulating noise allowance and vibrations made by vehicles, and environmental laws. Complying with the strict regulation of automobile manufacturing is costly and could significantly affect our ability to become profitable. In addition, failure to comply with these laws could subject our Company to penalties, which could include severe fines or the removal of government approval to do business. Although we fully intend to comply with all applicable rules and regulations, we cannot assure that we will be able to do so.

In general, automobiles are subject to several environmental regulations, including air preservation, noise and vibration control. Accordingly, we are required to limit the air contaminants, noise and vibrations of our vehicles to certain levels. Failure to do so may impose fines or other penalties on the Company.

#### Legal Proceedings

We are currently not a party to any legal or administrative proceedings and are not aware of any pending or threatened legal or administrative proceedings against us in all material aspects. We may from time to time become a party to various legal or administrative proceedings arising in the ordinary course of our business.

#### Number of Employees

We we have 15 employees including 11 full time employees of which seven are engaged in engineering and four sales/administration and four part time employee.

#### Property

Our principal offices are located at 4540 Alpine Road, Blue Ash, Ohio 45242, which include 3 ,000 square feet in office space and 12,000 square feet in manufacturing/development space. We pay \$8500 per month in rent and our lease is for two years. We expect that this facility will provide adequate space for the next two years.

## **RISK FACTORS**

**Our limited operating history makes it difficult for us to evaluate our future business prospects and make decisions based on those estimates of our future performance.**

We did not begin operations of our business until February 2007. We have a limited operating history and have not generated revenue. As a consequence, it is difficult, if not impossible, to forecast our future results based upon our historical data. Reliance on the historical results may not be representative of the results we will achieve, particularly in our combined form. Because of the uncertainties related to our lack of historical operations, we may be hindered in our ability to anticipate and timely adapt to increases or decreases in revenues or expenses. If we make poor budgetary decisions as a result of unreliable historical data, we could be less profitable or incur losses, which may result in a decline in our stock price.

**AMP's results of operations have not resulted in profitability and we may not be able to achieve profitability going forward.**

AMP incurred a net loss amounting to \$2,703,686 for the period from inception (February 20, 2007) through September 30, 2009. In addition, as of September 30, 2009, AMP has a working capital deficiency of \$296,785. If we incur additional significant operating losses, our stock price, may decline, perhaps significantly.

Our management is developing plans to alleviate the negative trends and conditions described above. Our business plan is speculative and unproven. There is no assurance that we will be successful in executing our business plan or that even if we successfully implement our business plan, that we will be able to curtail our losses now or in the future. Further, as we are a new enterprise, we expect that net losses will continue and our working capital deficiency will exacerbate.

**We depend upon key personnel and need additional personnel.**

Our success depends on the continuing services of Stephen Burns, our sole executive officer and director. The loss of Mr. Burns could have a material and adverse effect on our business operations. Additionally, the success of the Company's operations will largely depend upon its ability to successfully attract and maintain competent and qualified key management personnel. As with any company with limited resources, there can be no guaranty that the Company will be able to attract such individuals or that the presence of such individuals will necessarily translate into profitability for the Company. Our inability to attract and retain key personnel may materially and adversely affect our business operations.

**We must effectively manage the growth of our operations, or our company will suffer.**

To manage our growth, we believe we must continue to implement and improve our operational, manufacturing, and research and development departments. We may not have adequately evaluated the costs and risks associated with this expansion, and our systems, procedures, and controls may not be adequate to support our operations. In addition, our management may not be able to achieve the rapid execution necessary to successfully offer our products and services and implement our business plan on a profitable basis. The success of our future operating activities will also depend upon our ability to expand our support system to meet the demands of our growing business. Any failure by our management to effectively anticipate, implement, and manage changes required to sustain our growth would have a material adverse effect on our business, financial condition, and results of operations.

**Our business requires substantial capital, and if we are unable to maintain adequate financing sources our profitability and financial condition will suffer and jeopardize our ability to continue operations.**

We require substantial capital to support our operations. If we are unable to maintain adequate financing or other sources of capital are not available, we could be forced to suspend, curtail or reduce our operations, which could harm our revenues, profitability, financial condition and business prospects.

**We face intense competition which could cause us to lose market share.**

In the electric vehicle market in the United States, we compete with large manufacturers, including GM, Tesla and Nissan who have more significant financial resources, established market positions, long-standing relationships with customers and dealers, and who have more significant name recognition, technical, marketing, sales, manufacturing, distribution, financial and other resources than we do. Each of these companies is currently selling a hybrid or electric vehicle or are working to develop, market, and sell advanced technology vehicles in the United States market. The resources available to our competitors to develop new products and introduce them into the marketplace exceed the resources currently available to us. This intense competitive environment may require us to make changes in our products, pricing, licensing, services, distribution, or marketing to develop a market position.

**Changes in the market for electric vehicles could cause our products to become obsolete or lose popularity.**

The electric vehicle industry is in its infancy and has experienced substantial change in the last few years. To date, demand for and interest in electric vehicles has been sporadic. As a result, growth in the electric vehicle industry depends on many factors, including:

- continued development of product technology;
- the environmental consciousness of customers;
- the ability of electric vehicles to successfully compete with vehicles powered by internal combustion engines;
- limitation of widespread electricity shortages; and
- whether future regulation and legislation requiring increased use of nonpolluting vehicles is enacted.

We cannot assure you that growth in the electric vehicle industry will continue. Our business may suffer if the electric vehicle industry does not grow or grows more slowly than it has in recent years or if we are unable to maintain the pace of industry demands.

**We may be unable to keep up with changes in electric vehicle technology and, as a result, may suffer a decline in our competitive position.**

Our current products are designed for use with, and are dependent upon, existing electric vehicle technology. As technologies change, we plan to upgrade or adapt our products in order to continue to provide products with the latest technology. However, our products may become obsolete or our research and development efforts may not be sufficient to adapt to changes in or create necessary technology. As a result, our potential inability to adapt and develop the necessary technology may harm our competitive position.

**The failure of certain key suppliers to provide us with components could have a severe and negative impact upon our business.**

We rely on a small group of suppliers to provide us with components for our products. If these suppliers become unwilling or unable to provide components, there are a limited number of alternative suppliers who could provide them. Changes in business conditions, wars, governmental changes, and other factors beyond our control or which we do not presently anticipate could affect our ability to receive components from our suppliers. Further, it could be difficult to find replacement components if our current suppliers fail to provide the parts needed for these products. A failure by our major suppliers to provide these components could severely restrict our ability to manufacture our products and prevent us from fulfilling customer orders in a timely fashion.

**Product liability or other claims could have a material adverse effect on our business.**

The risk of product liability claims, product recalls, and associated adverse publicity is inherent in the manufacturing, marketing, and sale of electrical vehicles. Although we have product liability insurance for our consumer products, that insurance may be inadequate to cover all potential product claims. We also carry liability insurance on our automobile products. Any product recall or lawsuit seeking significant monetary damages either in excess of our coverage, or outside of our coverage, may have a material adverse effect on our business and financial condition. We may not be able to secure additional product liability insurance coverage on acceptable terms or at reasonable costs when needed. A successful product liability claim against us could require us to pay a substantial monetary award. Moreover, a product recall could generate substantial negative publicity about our products and business and inhibit or prevent commercialization of other future product candidates. We cannot assure you that such claims and/or recalls will not be made in the future.

**We must devote substantial resources to implementing a product distribution network.**

Dealers are often hesitant to provide their own financing to contribute to our product distribution network. As a result, we anticipate that we may have to provide financing or other consignment sale arrangements for dealers who would like to participate as our regional distribution centers. The further expansion of our product distribution network will require a significant capital investment and will require extensive amounts of time from our management. A capital investment such as this presents many risks, foremost among them being that we may not realize a significant return on our investment if the network is not profitable. Our inability to collect receivables from dealers could cause us to suffer losses. Lastly, the amount of time that our management will need to devote to this project may divert them from performing other functions necessary to assure the success of our business.

**Regulatory requirements may have a negative impact upon our business.**

While our products are subject to substantial regulation under federal, state, and local laws, we believe that the products we have sold are materially in compliance with all applicable laws. However, to the extent the laws change, or if we introduce new products in the future, some or all of our products may not comply with applicable federal, state, or local laws. Further, certain federal, state, and local laws and industrial standards currently regulate electrical and electronics equipment. Although standards for electric vehicles are not yet generally available or accepted as industry standards, our products may become subject to federal, state, and local regulation in the future. Compliance with this regulation could be burdensome, time consuming, and expensive.

Our automobile products are subject to environmental and safety compliance with various federal and state regulations, including regulations promulgated by the EPA, NHTSA, and various state boards, and compliance certification is required for each new model year. The cost of these compliance activities and the delays and risks associated with obtaining approval can be substantial. The risks, delays, and expenses incurred in connection with such compliance could be substantial.

**Our success is heavily dependent on protecting our intellectual property rights.**

We rely on trade secret protections to protect our proprietary technology. Our success will, in part, depend on our ability to obtain trademarks and patents. We presently do not hold patents registered with the United States Patent and Trademark Office. Although we have entered into confidentiality agreements with our employees and consultants, we cannot be certain that others will not gain access to these trade secrets. Others may independently develop substantially equivalent proprietary information and techniques or otherwise gain access to our trade secrets.

**We may be exposed to liability for infringing intellectual property rights of other companies.**

Our success will, in part, depend on our ability to operate without infringing on the proprietary rights of others. Although we have conducted searches and are not aware of any patents and trademarks which our products or their use might infringe, we cannot be certain that infringement has not or will not occur. We could incur substantial costs, in addition to the great amount of time lost, in defending any patent or trademark infringement suits or in asserting any patent or trademark rights, in a suit with another party.

**We have not paid dividends in the past and do not expect to pay dividends in the future. Any return on investment may be limited to the value of our common stock**

We have never paid cash dividends on our common stock and do not anticipate paying cash dividends in the foreseeable future. The payment of dividends on our common stock will depend on earnings, financial condition and other business and economic factors affecting it at such time as the board of directors may consider relevant. If we do not pay dividends, our common stock may be less valuable because a return on your investment will only occur if its stock price appreciates.

**Our stock price and trading volume may be volatile, which could result in substantial losses for our stockholders.**

The equity trading markets may experience periods of volatility, which could result in highly variable and unpredictable pricing of equity securities. The market price of our common stock could change in ways that may or may not be related to our business, our industry or our operating performance and financial condition. In addition, the trading volume in our common stock may fluctuate and cause significant price variations to occur. We have experienced significant volatility in the price of our stock over the past few years. We cannot assure you that the market price of our common stock will not fluctuate or decline significantly in the future. In addition, the stock markets in general can experience considerable price and volume fluctuations.

**We have not voluntarily implemented various corporate governance measures, in the absence of which, shareholders may have more limited protections against interested director transactions, conflict of interest and similar matters.**

Recent Federal legislation, including the Sarbanes-Oxley Act of 2002, has resulted in the adoption of various corporate governance measures designed to promote the integrity of the corporate management and the securities markets. Some of these measures have been adopted in response to legal requirements. Others have been adopted by companies in response to the requirements of national securities exchanges, such as the NYSE or the NASDAQ Stock Market, on which their securities are listed. Among the corporate governance measures that are required under the rules of national securities exchanges are those that address board of directors' independence, audit committee oversight, and the adoption of a code of ethics. While we intend to adopt certain corporate governance measures such as a code of ethics and established an audit committee, Nominating and Corporate Governance Committee, and Compensation Committee of our board of directors, we presently do not have any independent directors. We intend to expand our board membership in future periods to include independent directors. It is possible that if we were to have independent directors on our board, stockholders would benefit from somewhat greater assurances that internal corporate decisions were being made by disinterested directors and that policies had been implemented to define responsible conduct. For example, in the absence of audit, nominating and compensation committees comprised of at least a majority of independent directors, decisions concerning matters such as compensation packages to our senior officers and recommendations for director nominees may be made by our sole director who has an interest in the outcome of the matters being decided. Prospective investors should bear in mind our current lack of both corporate governance measures and independent directors in formulating their investment decisions.

**We may be exposed to potential risks relating to our internal controls over financial reporting and our ability to have those controls attested to by our independent auditors.**

As directed by Section 404 of the Sarbanes-Oxley Act of 2002 ("SOX 404"), the Securities and Exchange Commission adopted rules requiring smaller reporting companies, such as our company, to include a report of management on the company's internal controls over financial reporting in their annual reports for fiscal years ending on or after December 15, 2007. We will be required to include the management report in the annual report for the year ending December 31, 2009. In addition, for our fiscal year ending December 31, 2009 the independent registered public accounting firm auditing our financial statements must also attest to and report on management's assessment of the effectiveness of our internal controls over financial reporting as well as the operating effectiveness of our internal controls. In the event we are unable to receive a positive attestation from our independent auditors with respect to our internal controls, investors and others may lose confidence in the reliability of our financial statements and our ability to obtain financing as needed could suffer.

**If a public market for our common stock develops, trading will be limited under the SEC's penny stock regulations, which will adversely affect the liquidity of our common stock.**

The trading price of our common stock is less than \$5.00 per share and, as a result, our common stock is considered a "penny stock," and trading in our common stock would be subject to the requirements of Rule 15c-2 under the Exchange Act. Under this rule, broker/dealers who recommend low-priced securities to persons other than established customers and accredited investors must satisfy special sales practice requirements. Generally, the broker/dealer must make an individualized written suitability determination for the purchaser and receive the purchaser's written consent prior to the transaction.

SEC regulations also require additional disclosure in connection with any trades involving a "penny stock," including the delivery, prior to any penny stock transaction, of a disclosure schedule explaining the penny stock market and its associated risks. These requirements severely limit the liquidity of securities in the secondary market because few broker or dealers are likely to undertake these compliance activities. In addition to the applicability of the penny stock rules, other risks associated with trading in penny stocks could also be price fluctuations and the lack of a liquid market. An active and liquid market in our common stock may never develop due to these factors.

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

### **Forward Looking Statements**

Some of the statements contained in this Form 8-K that are not historical facts are "forward-looking statements" which can be identified by the use of terminology such as "estimates," "projects," "plans," "believes," "expects," "anticipates," "intends," or the negative or other variations, or by discussions of strategy that involve risks and uncertainties. We urge you to be cautious of the forward-looking statements, that such statements, which are contained in this Form 8-K, reflect our current beliefs with respect to future events and involve known and unknown risks, uncertainties and other factors affecting our operations, market growth, services, products and licenses. No assurances can be given regarding the achievement of future results, as actual results may differ materially as a result of the risks we face, and actual events may differ from the assumptions underlying the statements that have been made regarding anticipated events. Factors that may cause actual results, our performance or achievements, or industry results, to differ materially from those contemplated by such forward-looking statements include without limitation:

- Our ability to attract and retain management;
- Our ability to raise capital when needed and on acceptable terms and conditions;
- The intensity of competition;
- General economic conditions;
- Changes in regulations;
- Whether the market for electric vehicles continues to grow, and, if it does, the pace at which it may grow; and
- Our ability to compete against large competitors in a rapidly changing market for electric vehicles.

All written and oral forward-looking statements made in connection with this Form 8-K that are attributable to us or persons acting on our behalf are expressly qualified in their entirety by these cautionary statements. Given the uncertainties that surround such statements, you are cautioned not to place undue reliance on such forward-looking statements.

Our Plan of Operation should be read in conjunction with our financial statements included herein.

### **Overview**

On December 28, 2009, we entered into and closed a Share Exchange Agreement with the AMP Shareholders pursuant to which we acquired 100% of the outstanding securities of AMP in exchange for 1,063,636 shares of our common stock. Considering that, following the merger, the AMP Shareholders control the majority of our outstanding voting common stock and we effectively succeeded our otherwise minimal operations to those that are theirs, AMP is considered the accounting acquirer in this reverse-merger transaction. A reverse-merger transaction is considered, and accounted for as, a capital transaction in substance; it is equivalent to the issuance of AMP securities for our net monetary assets, which are de minimis, accompanied by a recapitalization. Accordingly, we have not recognized any goodwill or other intangible assets in connection with this reverse merger transaction. AMP is the surviving and continuing entities and the historical financials following the reverse merger transaction will be those of AMP. We were a "shell company" (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended) immediately prior to our acquisition of AMP pursuant to the terms of the Share Exchange Agreement. As a result of such acquisition, our operations are now focused on the design, marketing and sale of modified automobiles with an all electric drivetrain and battery systems. Consequently, we believe that acquisition has caused us to cease to be a shell company as we no longer have nominal operations.



On December 29, 2009, subsequent to the acquisition of AMP, the Company entered into an Agreement and Release with Mark DeFoor, a significant shareholder of the Company, pursuant to which Mr. DeFoor agreed to return 3,105,000 shares of common stock of the Company to the Company for cancellation and has provided a full release of the Company in consideration of the transfer of all securities of Title Starts of Kansas City, LLC, the Company's former wholly owned subsidiary, and all assets relating to the online abstract business.

## **Results of Operations**

### **Nine Months Ended September 30, 2009 Compared to Nine months Ended September 30, 2008**

Revenue. We did not generate revenue for the nine months ended September 30, 2009 and 2008.

Expenses. Our expenses for the nine months ended September 30, 2009 were \$865,754 consisted of payroll and payroll taxes (\$461,340), legal and professional fees (\$71,281), advertising and public relations (\$26,698) and \$(144,050) in batteries, motors and supplies. Our expenses for the nine months ended September 30, 2008 were \$885,915 consisted of payroll and payroll taxes (\$241,541), legal and professional fees (\$113,493), advertising and public relations (\$208,372) and (\$216,765) in batteries, motors and supplies. The reason for the increase in comparing the nine months ended September 30, 2008 to the same period for 2009 was an increase in activity in developing our products which included the hiring of additional employees.

Net loss. Net loss for the years ended September 30, 2009 and 2008 were \$863,657 and \$885,915, respectively.

### **Year Ended December 31, 2008 Compared to Year Ended December 31, 2007**

Revenue. We did not generate revenue for the years ended December 31, 2008 and 2007.

Expenses. Our expenses for the year ended December 31, 2008 were \$1,383,884 consisted of payroll and payroll taxes (\$389,508), legal and professional fees (\$311,408) and advertising and public relations (\$182,940). Our expenses for the year ended December 31, 2007 were \$456,145 consisted of payroll and payroll taxes (\$240,712), legal and professional fees (\$66,415) and advertising and public relations (\$34,748). The reason for the year ended 2008 to 2009 was an increase in activity in developing our products which included the hiring of additional employees.

Net loss. Net loss for the years ended December 31, 2009 and 2008 were \$1,383,884 and \$104,275, respectively.

## **Liquidity and Capital Resources**

As of December 31, 2008, we had current assets of \$79,584 including cash of \$58,303 and current liabilities of \$224,147. As of September 30, 2009, we had current assets of \$31,432 including cash of \$9,443 and current liabilities of \$328,217.

### Operating Activities

Our operating activities from continuing operations resulted in a net cash used by operations of \$728,858 for the nine months ended September 30, 2009 compared to net cash used by operations of \$785,437 for the nine months ended September 30, 2008. The net cash used by operations for the nine months ended September 30, 2009 reflects a net loss of \$863,657 offset by depreciation of \$27,531, customer deposits of \$50,000, account payables of \$54,070 and other minor factors. The net cash used by operations for the nine months ended September 30, 2008 reflects a net loss of \$885,915 offset by depreciation of \$45,878, account payables of \$54,600 and other minor factors.

### Investing Activities

Our investing activities resulted in a net cash outflow of \$8,502 for the nine months ended September 30, 2009 compared to a net cash outflow of \$1,485 for the nine month ended September 30, 2008. Cash used in investing activities principally represents capital expenditures offset by proceeds from the sale of assets.

### Financing Activities

Our financing activities resulted in a cash inflow of \$688,500 for the nine months ended September 30, 2009 and \$600,000 for the nine months ended September 30, 2008, which represents sales of common stock by AMP.

Presently, due to the lack of revenue we are not able to meet our operating and capital expenses. There is doubt about our ability to continue as a going concern, as the continuation of our business is dependent upon successful roll out of our products and maintaining a break even or profitable level of operations. We have incurred operating losses since inception, and this is likely to continue through the fiscal year ending December 31, 2010.

From October 2009 through December 2009, AMP received \$445,000 in bridge loans, which provided the funding to remain in operation during the second half of 2008. On December 28, 2009, following the acquisition of AMP by the Company, \$385,000 of the bridge loans were converted into equity of the Company.

We require funds to enable us to address our minimum current and ongoing expenses, expand marketing and promotion activity connected with the development and marketing of our products and to increase market share. Our cash on hand will not be sufficient to satisfy all of our cash requirements as we continue to progress and expand. We estimate that we will require between \$1,500,000 and \$2,000,000 to carry out our business plan for the next twelve months. Because we cannot anticipate when we will be able to generate revenues from sales, we will need to raise additional funds to continue to develop our business, respond to competitive pressures and to respond to unanticipated requirements or expenses. If we are not able to generate significant revenues from the sale of our products, we will not be able to maintain our operations or achieve a profitable level of operations.

The financial requirements of our Company will be dependent upon the financial support through credit facilities and additional sales of our equity securities. The issuance of additional equity securities by us may result in a significant dilution in the equity interests of our current shareholders. Should additional financing be needed, there is no assurance that we will be able to obtain further funds required for our continued operations or that additional financing will be available to us when needed or, if available, that it can be obtained on commercially reasonable terms. If we are not able to obtain the additional financing on a timely basis, we will not be able to meet our other obligations as they become due and we will be forced to scale down or perhaps even cease our operations.

We can give no assurance that we will be successful in implementing any phase, all phases of the proposed business plan, or that we will be able to continue as a going concern.

### **Credit Facility**

Presently we have no revolving Credit Facility established. There is no guarantee that we will be able to enter into an agreement to establish a line of credit or that if we do enter into such agreement that it will be on favorable terms.

### **Off-Balance Sheet Arrangements**

The Company does not have any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on the Company's financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that are material to investors.

### **Critical Accounting Policies and Estimates**

The following accounting principles and practices of AMP, or the Company) are set forth to facilitate the understanding of data presented in the consolidated financial statements:

#### Nature of operations

A developing stage company, AMP is a technology-driven business that delivers a full-performance, all electric, powertrain for passenger vehicles. Operating with three specific approaches, AMP converts existing internal combustion engine based vehicles to AMP designed and manufactured all electric powertrains, provides original equipment manufacturers (OEM's) with AMP designed and manufactured modular electric components, and provides electric powertrain engineering and consulting services to end-users. AMP has not recorded revenue since inception in February 2007, and is developing its operations through a sale, design and manufacturing facility located in Cincinnati, Ohio.

#### Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

#### Property and depreciation

Property and equipment is recorded at cost. Depreciation is provided on the straight-line and accelerated methods over the estimated useful lives of the respective assets.

#### Advertising

Advertising and public relation costs are charged to operations when incurred. Advertising and public relation expense was approximately \$151,500 and \$186,000 for the year ended December 31, 2008 and the period from inception to December 31, 2008, respectively. Advertising and public relation expense was approximately \$27,000 and \$244,000 for the nine months ended September 30, 2009 and the period from inception to September 30, 2009, respectively.

### Income taxes

With the consent of its shareholders, at the date of inception, the Company elected under the Internal Revenue Code to become an S corporation. Since shareholders of an S corporation are taxed on their proportionate share of the Company's taxable income, an S corporation is generally not subject to either federal or state income taxes at the corporate level. Therefore, no provision or liability for federal or state income taxes has been included in the financial statements. The Financial Accounting Standards Board ("FASB") has issued guidance, which clarifies generally acceptable accounting principles for recognition, measurement, presentation and disclosure relating to uncertain tax positions. The guidance applies to all business enterprises. As permitted by the guidance (as amended), AMP has elected to defer the application of the guidance until issuance of its December 31, 2009 financial statements. For financial statements covering periods prior to 2010, the Company evaluates uncertain tax positions in accordance with existing generally accepted accounting principles and makes such accruals and disclosures as might be required there under. As of December 28, 2009, AMP is wholly-owned subsidiary of the Company and is no longer considered an S-corporation.

### Research and development costs

AMP expenses research and development costs as they are incurred. Research and development expense incurred was approximately \$748,000 and \$1,031,000 for the year ended December 31, 2008 and the period from inception to December 31, 2008, respectively, consisting of consulting, payroll and payroll taxes, purchased supplies, parts and small tools. Research and development expense incurred was approximately \$657,000 and \$1,688,000 for the nine months ended September 30, 2009 and the period from inception to September 30, 2009, respectively, consisting of consulting, payroll and payroll taxes, purchased supplies, parts and small tools.

### Concentrations

AMP maintains its bank deposits in accounts that, at times, may exceed federally insured limits. AMP has not experienced any losses in such accounts and management does not believe it is exposed to significant risk on cash and cash equivalents.

### Subsequent events

AMP evaluates events and transactions occurring subsequent to the date of the financial statements for matters requiring recognition or disclosure in the financial statements. The accompanying financial statements consider events through November 13, 2009.

## MANAGEMENT

### Executive Officers and Directors

Below are the names and certain information regarding AMP's executive officers and directors following the acquisition of AMP.

Name	Age	Position
Stephen S. Burns	50	Director and Chief Executive Officer, Chief Financial Officer, Treasurer and Secretary
Kelvin D. Moore (1)	61	Director
Maggie M. Moran (1)	35	Director
Mark DeFoor (2)	37	Director

(1) Kelvin D. Moore and Maggie M. Moran have been appointed as directors of the Company subject to the filing and mailing of a Schedule 14f information statement. They will begin service as directors of the Company on the 10<sup>th</sup> day following the filing and mailing of a Schedule 14f information statement.

(2) On December 28, 2009, Mark DeFoor resigned as an executive officer of the Company and also resigned as a director of the Company subject to the filing and mailing of a Schedule 14f information statement.

Officers are elected annually by the Board of Directors (subject to the terms of any employment agreement), at its annual meeting, to hold such office until an officer's successor has been duly appointed and qualified, unless an officer sooner dies, resigns or is removed by the Board.

### Background of Executive Officers and Directors

#### Stephen S. Burns, Director and Chief Executive Officer, Chief Financial Officer, Treasurer and Secretary

Mr. Burns is a Co-Founder in AMP and has served as AMP's CEO since inception. Mr. Burns was appointed as CEO, CFO, Treasurer and Secretary of the Company on December 28, 2009. Mr. Burns had founded several companies, most recently iTookThisOnMyPhone.com, a mobile photo and video-sharing technology company, MobileVoiceControl, Inc. a developer of high-end speech recognition software for smartphones sold to Nuance Communications (NASDAQ:NUAN), Inc. in 2006, AskMeNow [OTC:AKMN] a mobile search and information delivery system sold to Ocean West Holdings in 2005, PocketScript, the leading mobile electronic prescription system in the world which was sold to ZixCorp [NASDAQ:ZIXI] in 2002, Over The Line/AdLink, sold to Gannett Co. Inc. (NYSE:GCI) in 1994 and the design and development of Suspension Parameter Measurement Machines.

#### Kelvin D. Moore, Director

Mr. Moore has been appointed to the Board of Directors of the Company subject to the filing and mailing of a Schedule 14f information statement. Since 2009 and continuing into 2010, Mr. Moore has served as the Consultant Sales Director of Seaborne Group. From 2004 through 2008, Mr. Moore served as a Senior Advisor with Exit Strategy Planning Ltd. From 2001 to 2004, Mr. Moore served as an independent human resources development consultant. Prior to 2001, Mr. Moore held various positions in the banking industry as well as positions with various start up enterprises. Mr. Moore holds a degree in in Geography and Pure Mathematics and attended Education and Development Programmes at London Business School, IMD (Switzerland), Oxford University Business Summer School and Sundridge Park Business School (UK).

#### Maggie M. Moran, Director

Ms. Moran has been appointed to the Board of Directors of the Company subject to the filing and mailing of a Schedule 14f information statement. Ms. Moran, from 2006 through 2008, served as the served in the Office of the Governor as Deputy Chief of Staff to Gov. Jon. S. Corzine and from 2005 to 2006 as the Senior Advisor – Director, Executive Search for the then Governor-Elect Jon S. Corzine Transition Team. From 2002 to 2005, Ms. Moran served as the Chief of Staff to the United States Senate, Office of US Senator Jon S. Corzine. Ms. Moran received a BA – Political Science from Douglass College, Rutgers University in 1996 and a Mini MBA Business Essentials Certificate from Graduate School of Business, Rutgers University in 2003. Ms. Moran serves as an Adjunct Professor at the Eagleton Institute of Politics at Rutgers University.

#### Mark DeFoor, Director

Mr. DeFoor served as a director since inception. Mr. DeFoor has agreed to resign subject to the filing and mailing of the Schedule 14f information statement. Mr. DeFoor earned a Bachelor's of Business Administration (1993) and a Master's of Business Administration (1995) from the University of Missouri at Kansas City. Mr. DeFoor's previous experience includes the development of the National Association of Insurance Commissions Central Repository of Producer Agents as well as the operation, purchase and sale of several title insurance companies.

**Executive Compensation  
Summary Compensation Table**

Name and Principal Position	Year	Salary (\$)	Bonus (\$)	(5) Stock Awards (\$)	(6) Stock Options (\$)	Non-equity Incentive Plan Compensation (\$)	Non-Qualified Deferred Compensation Earnings (\$)	All Other Compensation (\$)	Total (\$)
Stephen S. Burns Chief Executive Officer and Director	2008	\$ 0	0	0	0	0	0	0	0
	2007	\$ 0	0	0	0	0	0	0	0
Tim Wieck (1)	2008	\$ 150,000	0	0	0	0	0	0	150,000
	2007	\$ 125,000	0	0	0	0	0	0	125,000
Richard East (1)	2008	\$ 150,000	0	0	0	0	0	0	150,000
	2007	\$ 125,000	0	0	0	0	0	0	125,000

(1) Serve as engineers for Advanced Mechanical Products, Inc.

**Outstanding Equity Awards at Fiscal Year-End**

As of December 31, 2008, AMP did not have any equity awards outstanding.

**DIRECTOR COMPENSATION**

The Directors of AMP have not received compensation for rendering services as directors of AMP since inception.

**CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS**

On December 29, 2009, subsequent to the acquisition of AMP, the Company entered into an Agreement and Release with Mark DeFoor, a significant shareholder of the Company, pursuant to which Mr. DeFoor agreed to return 3,105,000 shares of common stock of the Company to the Company for cancellation and has provided a full release of the Company in consideration of the transfer of all securities of Title Starts of Kansas City, LLC, the Company's former wholly owned subsidiary, and all assets relating to the online abstract business.

**SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT**

The following table sets forth certain information, as of December 31, 2009 with respect to the beneficial ownership of the outstanding common stock by (i) any holder of more than five (5%) percent; (ii) each of the Company's executive officers and directors; and (iii) the Company's directors and executive officers as a group. Except as otherwise indicated, each of the stockholders listed below has sole voting and investment power over the shares beneficially owned.

Name of Beneficial Owner (1)	Common Stock Beneficially Owned	Percentage of Common Stock (2)
Stephen S. Burns*	324,398	25.6%
Kelvin D. Moore*	0	**
Maggie M. Moran*	0	**
Mark DeFoor*	0	**
John J. Kuntz	192,692	15.2%
Mickey W. Kowitz	134,301	10.6%
H. Kimberly Lukens Advanced Mechanical Products, Inc. Subchapter S. Trust***	105,105	8.3%
Gerald Wolken	105,105	8.3%
Charles E. Allen	91,480	7.2%
All officers and directors as a group (4 persons)	324,398	25.6%

\*Executive officer and/or director of the Company. The appointment of Mr. Moore and Ms. Moran is subject to the filing and mailing of the Schedule 14f information statement.

\*\* Less than 1%

\*\*\* H. Kimberly Lukens is the trustee of the H. Kimberly Lukens Advanced Mechanical Products, Inc. Subchapter S. Trust.

- (1) Except as otherwise indicated, the address of each beneficial owner is c/o Advanced Mechanical Products, Inc., 11103 Deerfield Road, Cincinnati, Ohio 45242.
- (2) Applicable percentage ownership is based on 1,269,274 shares of common stock outstanding as of December 31, 2009, together with securities exercisable or convertible into shares of common stock within 60 days of December 31, 2009 for each stockholder. Beneficial ownership is determined in accordance with the rules of the Securities and Exchange Commission and generally includes voting or investment power with respect to securities. Shares of common stock that are currently exercisable or exercisable within 60 days of December 31, 2009 are deemed to be beneficially owned by the person holding such securities for the purpose of computing the percentage of ownership of such person, but are not treated as outstanding for the purpose of computing the percentage ownership of any other person.

## DESCRIPTION OF SECURITIES

The Company's authorized capital stock consists of 425,000,000 shares of common stock at a par value of \$0.001 per share and 75,000,000 shares of preferred stock at a par value of \$0.001 per share. As of December 31, 2009, there are 1,269,274 shares of the Company's common stock issued and outstanding that are held by approximately 33 stockholders of record and 8,375 shares of Series A Preferred Stock issued and outstanding.

Holders of the Company's common stock are entitled to one vote for each share on all matters submitted to a stockholder vote. Holders of common stock do not have cumulative voting rights. Therefore, holders of a majority of the shares of common stock voting for the election of directors can elect all of the directors. Holders of the Company's common stock representing a majority of the voting power of the Company's capital stock issued, outstanding and entitled to vote, represented in person or by proxy, are necessary to constitute a quorum at any meeting of stockholders. A vote by the holders of a majority of the Company's outstanding shares is required to effectuate certain fundamental corporate changes such as liquidation, merger or an amendment to the Company's articles of incorporation.

Holders of the Company's common stock are entitled to share in all dividends that the board of directors, in its discretion, declares from legally available funds. In the event of liquidation, dissolution or winding up, each outstanding share entitles its holder to participate pro rata in all assets that remain after payment of liabilities and after providing for each class of stock, if any, having preference over the common stock. The

## MARKET FOR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

### Market Information

Our common stock was listed on the OTC Bulletin Board on July 14, 2009. The symbol is TTSO. There has been no active trading and no high or low bid prices.

### Holders of our Common Stock

As of December 31, 2009, there were approximately 33 stockholders of record of our common stock. This number does not include shares held by brokerage clearing houses, depositories or others in unregistered form. The stock transfer agent for our securities is Empire Stock Transfer, Inc., 1859 Whitney Mesa Drive, Henderson, Nevada 89014.

### Dividends

The Company has never declared or paid any cash dividends on its common stock. The Company currently intends to retain future earnings, if any, to finance the expansion of its business. As a result, the Company does not anticipate paying any cash dividends in the foreseeable future.

### Securities Authorized for Issuance Under Equity Compensation Plans

The Company does not have an authorized equity compensation plan.

## INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Company's directors and executive officers are indemnified as provided by the Nevada Corporation law and its Bylaws. These provisions state that the Company's directors may cause the Company to indemnify a director or former director against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, actually and reasonably incurred by him as a result of him acting as a director. The indemnification of costs can include an amount paid to settle an action or satisfy a judgment. Such indemnification is at the discretion of the Company's board of directors and is subject to the Securities and Exchange Commission's policy regarding indemnification.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, or otherwise, The Company has been advised that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable.

### Item 3.02 Unregistered Sales of Equity Securities.

On December 28, 2009, we entered into and closed a Share Exchange Agreement with the AMP Shareholders pursuant to which we acquired 100% of the outstanding securities of AMP in exchange for 1,063,636 shares of our common stock. Considering that, following the merger, the AMP Shareholders control the majority of our outstanding voting common stock and we effectively succeeded our otherwise minimal operations to those that are theirs, AMP is considered the accounting acquirer in this reverse-merger transaction. A reverse-merger transaction is considered, and accounted for as, a capital transaction in substance; it is equivalent to the issuance of AMP securities for our net monetary assets, which are de minimis, accompanied by a recapitalization. Accordingly, we have not recognized any goodwill or other intangible assets in connection with this reverse merger transaction. AMP is the surviving and continuing entities and the historical financials following the reverse merger transaction will be those of AMP. We were a "shell company" (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended) immediately prior to our acquisition of AMP pursuant to the terms of the Share Exchange Agreement. As a result of such acquisition, our operations are now focused on the design, marketing and sale of modified automobiles with an all electric drivetrain and battery systems. Consequently, we believe that acquisition has caused us to cease to be a shell company as we no longer have nominal operations.





On December 28, 2009, the Company entered a Conversion Agreement with Bowden Transportation Ltd. (“Bowden”) pursuant to which Bowden agreed to convert a loan in the amount of \$20,000 provided to AMP on December 21, 2009 into 500 shares of Series A Preferred Stock (the “Series A Stock”).

On December 28, 2009, the Company entered a Conversion Agreement with Han Solutions II, LLC (“Han”) pursuant to which Han agreed to convert a loan in the amount of \$315,000 provided to AMP from October 28, 2009 through December 21, 2009 into 7,875 shares of Series A Stock.

The Series A Stock is convertible, at any time at the option of the holder, into common shares of the Company based on a conversion price of \$4.70588 per share. The Series A Stock has a \$40 stated value per share. The holders of the Series A Stock are not entitled to convert the Series A Stock and receive shares of common stock such that the number of shares of common stock held by them in the aggregate and their affiliates after such conversion or exercise does not exceed 4.99% of the then issued and outstanding shares of common stock. The Series A Stock has voting rights on an as converted basis. Holders of the Series A Stock are not entitled to receive dividends and do not hold any liquidation rights.

On December 28, 2009, the Company entered a Conversion Agreement with Ziu Zhang (“Zhang”) pursuant to which Zhang agreed to convert a loan in the amount of \$50,000 provided to AMP on November 30, 2009 into 10,638 shares of common stock of the Company.

On December 29, 2009, subsequent to the acquisition of AMP, the Company entered into an Agreement and Release with Mark DeFoor, a significant shareholder of the Company, pursuant to which Mr. DeFoor agreed to return 3,105,000 shares of common stock of the Company to the Company for cancellation and has provided a full release of the Company in consideration of the transfer of all securities of Title Starts of Kansas City, LLC, the Company’s former wholly owned subsidiary, and all assets relating to the online abstract business.

This issuance of these above securities is exempt from the registration requirements under Rule 4(2) of the Securities Act of 1933, as amended, and/or Rule 506 as promulgated under Regulation D.

### **Item 3.03 Material Modification to Rights of Security holders**

The information set forth in Item 1.01 and Item 3.02 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

### **Item 5.01 Changes in Control of Registrant.**

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.01.

### **Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.**

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.02.

### **Item 5.06 Change in Shell Company Status.**

As a result of the consummation of the AMP Acquisition described in Item 1.01 of this Current Report on Form 8-K, we are no longer a shell corporation as that term is defined in Rule 405 of the Securities Act and Rule 12b-2 of the Exchange Act.

### **Item 9.01 Financial Statements and Exhibits**

Financial Statements of Business Acquired

(a) Filed herewith are the following:

Audited financial statements of Advanced Mechanical Products, Inc. as of December 31, 2008 (EXHIBIT A)

Unaudited financial statements Advanced Mechanical Products, Inc. as of September 30, 2009 (EXHIBIT B)

(b) Pro Forma Financial Information

Not Applicable

(c) Shell Company Transactions

Not Applicable

(d) Exhibits

**Exhibit No. Description**

3.1 Certificate of Designation for Series A Preferred Stock

10.1 Share Exchange Agreement dated as of December 28, 2009 by and among Advanced Mechanical Products, Inc., the shareholders of Advanced Mechanical Products, Inc. and Title Starts Online, Inc.

10.2 Agreement and Release between Title Starts Online, Inc. and Mark DeFoor dated December 29, 2009

10.3 Conversion Agreement between Title Starts Online, Inc. and Bowden Transportation, Inc. dated December 28, 2009

10.4 Conversion Agreement between Title Starts Online, Inc. and Han Solutions II, LLC dated December 28, 2009

10.5 Conversion Agreement between Title Starts Online, Inc. and Ziu Zhang dated December 28, 2009

21.1 List of Subsidiaries

**SIGNATURES**

Pursuant to the requirements of the Securities and Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**TITLE STARTS ONLINE, INC.**

Dated: January 4, 2010

By: /s/ Stephen S. Burns

Name: Stephen Burns

Title: Chief Executive Officer, Chief Financial  
Officer, Treasurer, Secretary and Director

**Advanced Mechanical  
Products, Inc. (A Development Stage Company)**

**Financial Statements**

**December 31, 2008**

**With Independent Auditors' Report**

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**INDEPENDENT AUDITORS' REPORT**

Board of Directors  
Advanced Mechanical Products, Inc.:

We have audited the accompanying balance sheet of Advanced Mechanical Products, Inc. (an S Corporation) as of December 31, 2008 and the related statements of operations, stockholders' equity, and cash flows for the year then ended and for the period from inception, February 20, 2007, to December 31, 2008. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2008, and the results of its operations and its cash flows for the year then ended and from inception, February 20, 2007, to December 31, 2008, in conformity with accounting principles generally accepted in the United States of America.

/s/ Clark, Schaefer, Hackett & Co.

Cincinnati, Ohio  
November 13, 2009

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Cincinnati, OH 45202  
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Cincinnati / Columbus / Dayton / Middletown / Springfield

**Advanced Mechanical Products, Inc.**  
Balance Sheet

December 31, 2008

Assets

Current assets:

Cash in bank	\$ 58,303
Accounts receivable, related party	17,131
Deposit on rent	1,650
Prepaid expenses	2,500
	<u>79,584</u>

Property, plant and equipment:

Software	5,325
Equipment	118,426
Automobile prototypes	61,284
	<u>185,035</u>
Less accumulated depreciation	95,744
	<u>89,291</u>
	<u><u>\$ 168,875</u></u>

Liabilities and Stockholders' Equity

Accounts payable	\$ 224,147
Stockholders' equity:	
Common stock, without par, 10,000 shares authorized, 5,302.5 shares issued and outstanding	1,784,757
Accumulated deficit during the development stage	(1,840,029)
	<u>(55,272)</u>
	<u><u>\$ 168,875</u></u>

See accountants' review report.  
See accompanying notes to financial statements.

**Advanced Mechanical Products, Inc.**

## Statements of Operations

For the Year Ended December 31, 2008  
and the Period From Inception,  
February 20, 2007, Through December 31, 2008

	Year Ended December 31, 2008	Since Date of Inception, February 20, 2007 to December 31, 2008
Sales	\$ -	\$ -
Expenses:		
Payroll and payroll taxes	389,508	630,219
Employee benefits	37,779	59,196
Employee travel and lodging	36,425	40,312
Employee meals and entertainment	3,262	4,124
Batteries and motors	153,739	153,739
Supplies	167,233	188,002
Legal and professional	311,408	377,823
Advertising, public relations and travel	182,940	217,688
Depreciation	61,171	95,744
Rent expense	17,820	31,020
Insurance expense	6,993	11,483
Network access	953	2,535
Bank service charges	1,377	1,920
Utilities	8,677	11,574
Employee move	-	10,000
Freight and other	4,599	4,650
	<u>1,383,884</u>	<u>1,840,029</u>
Net loss from operations	<u>\$ (1,383,884)</u>	<u>\$ (1,840,029)</u>

See accountants' review report.  
See accompanying notes to financial statements.

**Advanced Mechanical Products, Inc.**  
Statement of Stockholders' Equity

From Inception, February 20, 2007  
to December 31, 2008

	Common Stock		Accumulated	Total
	Number of	Amount	Deficit	Stockholders'
	Shares			Equity
Beginning capital - inception	-	\$ -	-	-
Issuance of common stock, and fulfillment of stock subscriptions receivable:				
February 20, 2007	100	100,000	-	100,000
February 20, 2007	100	100,000	-	100,000
June 15, 2007	45	100,000	-	100,000
June 15, 2007	45	100,000	-	100,000
July 17, 2007	45	100,000	-	100,000
October 24, 2007	90	200,000	-	200,000
December 14, 2007	90	200,000	-	200,000
February 1, 2008	45	100,000	-	100,000
March 10, 2008 9-for-1 stock dividend	4,480	-	-	-
June 7, 2008	25	50,000	-	50,000
June 11, 2008	25	50,000	-	50,000
July 15, 2008	12.5	100,000	-	100,000
August 1, 2008	25	50,000	-	50,000
August 1, 2008	25	50,000	-	50,000
August 1, 2008	25	50,000	-	50,000
August 22, 2008	25	50,000	-	50,000
September 12, 2008	25	50,000	-	50,000
September 15, 2008	25	50,000	-	50,000
October 1, 2008	25	50,000	-	50,000
November 12, 2008	25	50,000	-	50,000
November 28, 2008	-	50,000	-	50,000
December 11, 2008	-	50,000	-	50,000
December 31, 2008	-	75,000	-	75,000
Share based compensation	-	9,757	-	9,757
Net loss from operations, period of inception, February 20, 2007 to December 31, 2008	-	-	(1,840,029)	(1,840,029)
	<u>5,302.5</u>	<u>\$ 1,784,757</u>	<u>(1,840,029)</u>	<u>(55,272)</u>

A vehicle with a fair market value of \$30,400 and cash of \$69,600 was accepted as consideration for issuance of common stock on February 20, 2007.

A vehicle with a fair market value of \$30,884 and cash of \$69,116 was accepted as consideration for issuance of common stock on June 15, 2007.

Consulting services valued at \$50,000 were accepted as consideration for issuance of common stock on October 1, 2008.

See accountants' review report.  
See accompanying notes to financial statements.



**Advanced Mechanical Products, Inc.**  
Statements of Cash Flows

For the Year Ended December 31, 2008  
and the Period From Inception,  
February 20, 2007, Through December 31, 2008

	Year Ended December 31, 2008	Since Date of Inception, February 20, 2007 to December 31, 2008
Cash flows from operating activities:		
Net loss from operations	\$ (1,383,884)	\$ (1,840,029)
Adjustments to reconcile net loss from operations to cash used by operations:		
Depreciation	61,171	95,744
Share based compensation	9,757	9,757
Advertising	50,000	50,000
Effects of changes in operating assets and liabilities:		
Prepaid expenses and deposits	1,650	(4,150)
Accounts payable	224,147	224,147
Net cash used by operations	<u>(1,037,159)</u>	<u>(1,464,531)</u>
Cash flows from investing activities:		
Capital expenditures	-	(123,751)
Advance to related party	8,433	(17,131)
Net cash provided (used) by investing activities	<u>8,433</u>	<u>(140,882)</u>
Cash flows from financing activities:		
Issuance of common stock	825,000	1,663,716
Net cash provided by financing activities	<u>825,000</u>	<u>1,663,716</u>
Change in cash	(203,726)	58,303
Cash at inception, February 20, 2007	-	-
Cash at December 31, 2007	262,029	-
Cash at December 31, 2008	<u>\$ 58,303</u>	<u>\$ 58,303</u>

Supplemental disclosure of non-cash activities:

Vehicles valued at \$61,284 were contributed as consideration for issuance of common stock during the period from inception, February 20, 2007, to December 31, 2007.

Consulting services valued at \$50,000 were accepted as consideration for issuance of common stock on October 1, 2008.

See accountants' review report.  
See accompanying notes to financial statements.

December 31, 2008

**1. Summary of Significant Accounting Policies:**

The following accounting principles and practices of Advanced Mechanical Products, Inc. (AMP, or the Company) are set forth to facilitate the understanding of data presented in the consolidated financial statements:

**Nature of operations**

A developing stage company, AMP is a technology-driven business that delivers a full-performance, all electric, powertrain for passenger vehicles. Operating with three specific approaches, the Company converts existing internal combustion engine based vehicles to AMP designed and manufactured all electric powertrains, provides original equipment manufacturers (OEM's) with AMP designed and manufactured modular electric components, and provides electric powertrain engineering and consulting services to end-users. The Company has not recorded revenue since inception in February 2007, and is developing its operations through a sale, design and manufacturing facility located in Cincinnati, Ohio.

**Use of estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Property and depreciation**

Property and equipment is recorded at cost. Depreciation is provided on the straight-line and accelerated methods over the estimated useful lives of the respective assets.

**Advertising**

Advertising and public relation costs are charged to operations when incurred. Advertising and public relation expense was approximately \$151,500 and \$186,000 for the year ended December 31, 2008 and the period from inception to December 31, 2008, respectively.

**Income taxes**

With the consent of its shareholders, at the date of inception, the Company elected under the Internal Revenue Code to become an S corporation. Since shareholders of an S corporation are taxed on their proportionate share of the Company's taxable income, an S corporation is generally not subject to either federal or state income taxes at the corporate level. Therefore, no provision or liability for federal or state income taxes has been included in the financial statements.

The Financial Accounting Standards Board ("FASB") has issued guidance, which clarifies generally acceptable accounting principles for recognition, measurement, presentation and disclosure relating to uncertain tax positions. The guidance applies to all business enterprises. As permitted by the guidance (as amended), the Company has elected to defer the application of the guidance until issuance of its December 31, 2009 financial statements. For financial statements covering periods prior to 2010, the Company evaluates uncertain tax positions in accordance with existing generally accepted accounting principles and makes such accruals and disclosures as might be required there under.

**Research and development costs**

The Company expenses research and development costs as they are incurred. Research and development expense incurred was approximately \$748,000 and \$1,031,000 for the year ended December 31, 2008 and the period from inception to December 31, 2008, respectively, consisting of consulting, payroll and payroll taxes, purchased supplies, parts and small tools.

December 31, 2008

**Concentrations**

The Company maintains its bank deposits in accounts that, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts and management does not believe it is exposed to significant risk on cash and cash equivalents.

**Subsequent events**

The Company evaluates events and transactions occurring subsequent to the date of the financial statements for matters requiring recognition or disclosure in the financial statements. The accompanying financial statements consider events through November 13, 2009.

**2. Related party advance:**

At times, the Company advances funds to companies which share common ownership. These unsecured advances are considered short term in nature, payable upon demand and are interest free.

**3. Lease obligation:**

The Company leases office/warehouse space under terms of an operating type lease with monthly payments of \$1,650. The lease is renewable annually in May, and a portion of the leased space is sublet to a related party. Lease expense related to this agreement was \$17,820 and \$31,020 for the year ended December 31, 2008 and the period from inception to December 31, 2008, respectively. Future minimum payments under the lease agreement at December 31, 2008 are \$6,600.

**4. Stock option plan:**

The Company granted 502 stock options to shareholders and employees of the Company on February 1, 2008. The options expire on February 1, 2013 and have a grant date fair value of \$64 per option. The options vest evenly over the three year period following the date of grant.

The Company accounts for the fair value of the options granted in accordance with Financial Accounting Standards Board Accounting Standards Codification 718-10-10. The compensation cost that has been charged against income for the options is \$9,757. The fair value of the options granted to each employee was estimated on the date of the grant using a binomial option-pricing model with the following assumptions: risk-free interest rate of 3.62%, expected volatility of stock of 20%, expected dividend yield of zero and option lives of five years.

A summary of the status of the Company's option plan as of December 31, 2008 and changes during the year ended December 31, 2008 is presented below.

	Options	Weighted Average Exercise Price
Outstanding at December 31, 2007	-	\$ -
Granted	502	247
Exercised	-	-
Forfeited	-	-
Outstanding at December 31, 2008	502	\$ 247

December 31, 2008

A summary of the status of the Company's option plan's non-vested options as of December 31, 2008 and changes during the year ended December 31, 2008 is presented below.

	<u>Options</u>	<u>Weighted Average Grant Date Fair Value</u>
Outstanding at December 31, 2007	-	\$ -
Granted	502	64
Vested	-	-
Outstanding at December 31, 2008	502	\$ 64

As of December 31, 2008 there was \$22,185 of total unrecognized compensation cost related to non-vested options under the plan. The weighted-average grant date fair value of options granted during 2008 was \$64. The weighted-average remaining contractual term of options outstanding at December 31, 2008 was 4 years. The weighted-average remaining contractual term of options vested and exercisable at December 31, 2008 was 4 years.

**5. Development stage company:**

The primary product and service being developed and marketed by the Company is centered on an all electric powertrain for passenger vehicles. Management believes there are significant opportunities for sales of their products and services and a potential for obtaining sizable market share. There have been no sales of the product or services from the inception of the Company, February 20, 2007, to December 31, 2008.

Sales are expected by management to grow in an exponential manner as users proliferate and the product is accepted in the marketplace. While significant competition exists in the marketplace, management feels their product is superior to that of the competition.

**Advanced Mechanical  
Products, Inc. (A Development Stage Company)**

**Financial Statements**

**September 30, 2009**

**With Accountants' Review Report**

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**ACCOUNTANTS' REVIEW REPORT**

Board of Directors  
Advanced Mechanical Products, Inc.:

We have reviewed the accompanying balance sheet of Advanced Mechanical Products, Inc. (an S Corporation) as of September 30, 2009 and the related statements of operations, stockholders' equity, and cash flows for the nine months then ended and for the period from inception, February 20, 2007, to September 30, 2009, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of Advanced Mechanical Products, Inc.

A review consists principally of inquiries of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

/s/ Clark, Schaefer, Hackett & Co.

Cincinnati, Ohio  
November 13, 2009

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Cincinnati, OH 45202  
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P. 513. 241.3111  
F. 513. 241.1212

Cincinnati / Columbus / Dayton / Middletown / Springfield

**Advanced Mechanical Products, Inc.**

## Balance Sheet

September 30, 2009

## Assets

## Current assets:

Cash in bank	\$ 9,443
Accounts receivable, related party	15,151
Deposit on rent	1,650
Prepaid expenses	5,188
	<u>31,432</u>

## Property, plant and equipment:

Software	5,325
Equipment	118,426
Automobile prototypes	57,366
	<u>181,117</u>
Less accumulated depreciation	<u>106,778</u>
	<u>74,339</u>
	<u>\$ 105,771</u>

## Liabilities and Stockholders' Equity

Accounts payable	\$ 278,217
Customer deposits	<u>50,000</u>
	<u>328,217</u>

## Stockholders' equity:

Common stock, without par, 10,000 shares authorized, 7,465 shares issued and outstanding	2,481,240
Accumulated deficit during the development stage	<u>(2,703,686)</u>
	<u>(222,446)</u>
	<u>\$ 105,771</u>

See accountants' review report.  
See accompanying notes to financial statements.



**Advanced Mechanical Products, Inc.**  
Statements of Operations

For the Nine Months Ended September 30, 2009  
and the Period From Inception,  
February 20, 2007, Through September 30, 2009

	Nine Months Ended September 30, 2009	Since Date of Inception, February 20, 2007 to September 30, 2009
Sales	\$ -	\$ -
Expenses:		
Payroll and payroll taxes	461,340	1,091,559
Employee benefits	51,634	110,830
Employee travel and lodging	35,622	75,934
Employee meals and entertainment	1,001	5,125
Batteries, motors and supplies	144,050	485,790
Legal and professional	71,281	449,103
Advertising, public relations and travel	26,698	244,387
Depreciation	27,531	123,275
Rent expense	18,480	49,500
Insurance expense	6,232	17,715
Network access	2,905	5,441
Bank service charges	288	2,208
Utilities	14,254	25,828
Employee move	-	10,000
Freight and other	4,438	9,088
	<u>865,754</u>	<u>2,705,783</u>
Net loss from operations	<u>(865,754)</u>	<u>(2,705,783)</u>
Other income:		
Gain on sale of assets	<u>2,097</u>	<u>2,097</u>
Net loss	<u>\$ (863,657)</u>	<u>\$ (2,703,686)</u>

See accountants' review report.  
See accompanying notes to financial statements.

**Advanced Mechanical Products, Inc.**  
Statement of Stockholders' Equity

From Inception, February 20, 2007  
to September 30, 2009

	Common Stock Number of Shares	Amount	Accumulated Deficit	Total Stockholders' Equity
Beginning capital - inception	-	\$ -	-	-
Issuance of common stock, and fulfillment of stock subscriptions receivable:				
February 20, 2007	100	100,000	-	100,000
February 20, 2007	100	100,000	-	100,000
June 15, 2007	45	100,000	-	100,000
June 15, 2007	45	100,000	-	100,000
July 17, 2007	45	100,000	-	100,000
October 24, 2007	90	200,000	-	200,000
December 14, 2007	90	200,000	-	200,000
February 1, 2008	45	100,000	-	100,000
March 10, 2008 9-for-1 stock dividend	4,480	-	-	-
June 7, 2008	25	50,000	-	50,000
June 11, 2008	25	50,000	-	50,000
July 15, 2008	12.5	100,000	-	100,000
August 1, 2008	25	50,000	-	50,000
August 1, 2008	25	50,000	-	50,000
August 1, 2008	25	50,000	-	50,000
August 22, 2008	25	50,000	-	50,000
September 12, 2008	25	50,000	-	50,000
September 15, 2008	25	50,000	-	50,000
October 1, 2008	25	50,000	-	50,000
November 12, 2008	25	50,000	-	50,000
November 28, 2008	-	50,000	-	50,000
December 11, 2008	-	50,000	-	50,000
December 31, 2008	-	75,000	-	75,000
January 1, 2009 re-pricing agreement	1,287.5	-	-	-
January 26, 2009	150	75,000	-	75,000
February 26, 2009	100	50,000	-	50,000
March 5, 2009	20	10,000	-	10,000
March 25, 2009	30	15,000	-	15,000
April 28, 2009	200	100,000	-	100,000
May 29, 2009	200	100,000	-	100,000
July 10, 2009	75	37,500	-	37,500
July 20, 2009	100	50,000	-	50,000
July 21, 2009	-	25,000	-	25,000
July 30, 2009	-	75,000	-	75,000
August 26, 2009	-	50,000	-	50,000
August 31, 2009	-	15,000	-	15,000
September 1, 2009	-	40,000	-	40,000
September 28, 2009	-	36,000	-	36,000
September 30, 2009	-	10,000	-	10,000
Share based compensation	-	17,740	-	17,740
Net loss from operations, period of inception, February 20, 2007 to September 30, 2009	-	-	(2,703,686)	(2,703,686)
	<u>7,465</u>	<u>\$ 2,481,240</u>	<u>(2,703,686)</u>	<u>(222,446)</u>

A vehicle with a fair market value of \$30,400 and cash of \$69,600 was accepted as consideration for issuance of common stock on February 20, 2007.

A vehicle with a fair market value of \$30,884 and cash of \$69,116 was accepted as consideration for issuance of common stock on June 15, 2007.

Consulting services valued at \$50,000 were accepted as consideration for issuance of common stock on October 1, 2008.

See accountants' review report.



**Advanced Mechanical Products, Inc.**  
Statements of Cash Flows

For the Nine Months Ended September 30, 2009  
and the Period From Inception,  
February 20, 2007, Through September 30, 2009

	Nine Months Ended September 30, 2009	Since Date of Inception, February 20, 2007 to September 30, 2009
Cash flows from operating activities:		
Net loss from operations	\$ (863,657)	\$ (2,703,686)
Adjustments to reconcile net loss from operations to cash used by operations:		
Depreciation	27,531	123,275
Gain on sale of assets	(2,097)	(2,097)
Share based compensation	7,983	17,740
Advertising	-	50,000
Effects of changes in operating assets and liabilities:		
Prepaid expenses and deposits	(2,688)	(6,838)
Customer deposits	50,000	50,000
Accounts payable	54,070	278,217
Net cash used by operations	(728,858)	(2,193,390)
Cash flows from investing activities:		
Capital expenditures	(26,482)	(150,233)
Proceeds on sale of assets	16,000	16,000
Advance to related party	1,980	(15,151)
Net cash used by investing activities	(8,502)	(149,384)
Cash flows from financing activities:		
Issuance of common stock	688,500	2,352,216
Net cash provided by financing activities	688,500	2,352,216
Change in cash	(48,860)	9,443
Cash at inception, February 20, 2007	-	-
Cash at December 31, 2008	58,303	-
Cash at September 30, 2009	\$ 9,443	\$ 9,443

Supplemental disclosure of non-cash activities:

Vehicles valued at \$61,284 were contributed as consideration for issuance of common stock during the period from inception, February 20, 2007, to December 31, 2007.

Consulting services valued at \$50,000 were accepted as consideration for issuance of common stock on October 1, 2008.

See accountants' review report.  
See accompanying notes to financial statements.

September 30, 2009

**1. Summary of Significant Accounting Policies:**

The following accounting principles and practices of Advanced Mechanical Products, Inc. (AMP, or the Company) are set forth to facilitate the understanding of data presented in the consolidated financial statements:

**Nature of operations**

A developing stage company, AMP is a technology-driven business that delivers a full-performance, all electric, powertrain for passenger vehicles. Operating with three specific approaches, the Company converts existing internal combustion engine based vehicles to AMP designed and manufactured all electric powertrains, provides original equipment manufacturers (OEM's) with AMP designed and manufactured modular electric components, and provides electric powertrain engineering and consulting services to end-users. The Company has not recorded revenue since inception in February 2007, and is developing its operations through a sale, design and manufacturing facility located in Cincinnati, Ohio.

**Use of estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Property and depreciation**

Property and equipment is recorded at cost. Depreciation is provided on the straight-line and accelerated methods over the estimated useful lives of the respective assets.

**Advertising**

Advertising and public relation costs are charged to operations when incurred. Advertising and public relation expense was approximately \$27,000 and \$244,000 for the nine months ended September 30, 2009 and the period from inception to September 30, 2009, respectively.

**Income taxes**

With the consent of its shareholders, at the date of inception, the Company elected under the Internal Revenue Code to become an S corporation. Since shareholders of an S corporation are taxed on their proportionate share of the Company's taxable income, an S corporation is generally not subject to either federal or state income taxes at the corporate level. Therefore, no provision or liability for federal or state income taxes has been included in the financial statements.

The Financial Accounting Standards Board ("FASB") has issued guidance, which clarifies generally acceptable accounting principles for recognition, measurement, presentation and disclosure relating to uncertain tax positions. The guidance applies to all business enterprises. As permitted by the guidance (as amended), the Company has elected to defer the application of the guidance until issuance of its December 31, 2009 financial statements. For financial statements covering periods prior to 2010, the Company evaluates uncertain tax positions in accordance with existing generally accepted accounting principles and makes such accruals and disclosures as might be required there under.

**Research and development costs**

The Company expenses research and development costs as they are incurred. Research and development expense incurred was approximately \$657,000 and \$1,688,000 for the nine months ended September 30, 2009 and the period from inception to September 30, 2009, respectively, consisting of consulting, payroll and payroll taxes, purchased supplies, parts and small tools.

See accountants' review report.

September 30, 2009

**Subsequent events**

The Company evaluates events and transactions occurring subsequent to the date of the financial statements for matters requiring recognition or disclosure in the financial statements. The accompanying financial statements consider events through November 13, 2009.

**2. Related party advance:**

At times, the Company advances funds to companies with similar shareholders as AMP. These unsecured advances are considered short term in nature, payable upon demand and are interest free.

**3. Lease obligation:**

The Company leases office/warehouse space under terms of an operating type lease with monthly payments of \$1,650. The lease is renewable annually in May. Lease expense related to this agreement was \$18,480 and \$49,500 for the nine months ended September 30, 2009 and the period from inception to September 30, 2009, respectively. Future minimum payments under the lease agreement at September 30, 2009 are \$11,550.

**4. Stock option plan:**

The Company granted 502 stock options to shareholders and employees of the Company on February 1, 2008. The options expire on February 1, 2013 and have a grant date fair value of \$64 per option. The options vest evenly over the three year period following the date of grant.

The Company accounts for the fair value of the options granted in accordance with Financial Accounting Standards Board Accounting Standards Codification 718-10-10. The compensation cost that has been charged against income for the options is \$7,983 for the nine months ended September 30, 2009 and \$17,740 for the period from inception of the plan to September 30, 2009. The fair value of the options granted to each employee was estimated on the date of the grant using a binomial option-pricing model with the following assumptions: risk-free interest rate of 3.62%, expected volatility of stock of 20%, expected dividend yield of zero and option lives of five years.

A summary of the status of the Company's option plan as of September 30, 2009 and changes during the nine months ended September 30, 2009 is presented below.

	Weighted Average Options	Exercise Price
Outstanding at December 31, 2008	502	\$ 247
Granted	-	-
Exercised	-	-
Forfeited	-	-
Outstanding at September 30, 2009	<u>502</u>	<u>247</u>

See accountants' review report.

September 30, 2009

A summary of the status of the Company's option plan's non-vested options as of September 30, 2009 and changes during the nine months ended September 30, 2009 is presented below.

	<u>Options</u>	<u>Weighted Average Grant Date Fair Value</u>
Outstanding at December 31, 2008	502	\$ 64
Vested	167	64
Unvested	<u>335</u>	<u>64</u>
Outstanding at September 30, 2009	<u>502</u>	<u>64</u>

As of September 30, 2009 there was \$14,202 of total unrecognized compensation cost related to non-vested options under the plan. The weighted-average remaining contractual term of options outstanding at September 30, 2009 was 3.5 years. The weighted-average remaining contractual term of options vested and exercisable at September 30, 2009 was 3.5 years.

**5. Development stage company:**

The primary product and service being developed and marketed by the Company is centered on an all electric powertrain for passenger vehicles. Management believes there are significant opportunities for sales of their products and services and a potential for obtaining sizable market share. There have been no sales of the product or services from the inception of the Company, February 20, 2007, to September 30, 2009.

Sales are expected by management to grow in an exponential manner as users proliferate and the product is accepted in the marketplace. While significant competition exists in the marketplace, management feels their product is superior to that of the competition.

See accountants' review report.



**ROSS MILLER**  
Secretary of State  
204 North Carson Street, Suite 1 Carson City, Nevada 89701-4520 (775) 684 5708  
Website: [www.nvsos.gov](http://www.nvsos.gov)

**Certificate of  
Designation**  
(PURSUANT TO NRS 78.1955)

USE BLACK INK ONLY -

DO NOT HIGHLIGHT ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Designation For**  
**Nevada Profit Corporations**  
**(Pursuant to NRS 78.1955)**

**1. Name of corporation:**

Title Starts Online, Inc.

**2. By resolution of the board of directors pursuant to a provision in the articles of incorporation this certificate establishes the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.**

Series A Preferred Stock of the Corporation be adopted and issued as follows:

1. Designation and Authorized Shares. The Corporation shall be authorized to issue 10,000 shares of Series A Preferred Stock, par value \$.001 per share (the "Series A Preferred Stock").

2. Stated Value. The stated value of each issued share of Series A Preferred Stock shall be deemed to be \$40.00 (the "Stated Value").  
[Missing Graphic Reference]

3. Voting. Except as otherwise expressly required by law, each holder of Series A Preferred Stock shall be entitled to vote on all matters submitted to shareholders of the Corporation on an as converted basis (see Exhibit A)

**3. Effective date of filing: (optional)**

(must not be later than 90 days after the certificate is filed)

**4. Signature: (required)**

X

Signature of Officer



**Filing Fee: \$175.00**

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

## Exhibit A

4. Liquidation. The Series A Preferred Stock shall have no liquidation rights.

5. Conversion. (a)(i) Conversions at Option of Holder. Each share of Series A Preferred Stock shall be convertible into shares of Common Stock (subject to the limitations set forth in Section 5(a)(ii)) determined by dividing the Stated Value of such share by the Set Price, at the option of the Holder, at any time and from time to time from and after the original issue date. Holders shall effect conversions by providing the Corporation with the form of conversion notice attached hereto as Annex A (a "Notice of Conversion"), to the attention of Chief Financial Officer. Each Notice of Conversion shall specify the number of shares of Preferred Stock to be converted, the number of shares of Preferred Stock owned prior to the conversion at issue, the number of shares of Preferred Stock owned subsequent to the conversion at issue and the date on which such conversion is to be effected, which date may not be prior to the date the Holder delivers such Notice of Conversion to the Corporation by facsimile (the "Conversion Date"). If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that such Notice of Conversion to the Corporation is deemed delivered hereunder. The calculations and entries set forth in the Notice of Conversion shall control in the absence of manifest or mathematical error.

(ii) Beneficial Ownership Limitation. (A) The Corporation shall not effect any conversion of the Preferred Stock, and the Holder shall not have the right to convert any portion of the Preferred Stock to the extent that after giving effect to such conversion, the Holder (together with the Holder's affiliates), as set forth on the applicable Notice of Conversion, would beneficially own in excess of 4.9% of the number of shares of the Common Stock outstanding immediately after giving effect to such conversion. Beneficial ownership shall be calculated in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended. This restriction may not be waived.

(b) (i) The conversion price for each share of Preferred Stock shall equal \$4.70588 (the "Set Price"), subject to adjustment below.

(ii) if the Corporation, at any time while the Preferred Stock is outstanding: (A) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock, (B) subdivide outstanding shares of Common Stock into a larger number of shares, (C) combine (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (D) issue by reclassification of shares of the Common Stock any shares of capital stock of the Corporation, then the Set Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding before such event and of which the denominator shall be the number of shares of Common Stock outstanding after such event. Any adjustment made pursuant to this Section shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

6. Fractional Shares. Series A Preferred Stock may only be issued in whole shares and not in fractions of a share. If any interest in a fractional share of Series A Preferred Stock would otherwise be deliverable to a person entitled to receive Series A Preferred Stock, the Corporation shall make adjustment for such fractional share interest by rounding up to the next whole share of Series A Preferred Stock.

7. Record Holders. The Corporation and its transfer agent, if any, for the Series A Preferred Stock may deem and treat the record holder of any shares of Series A Preferred Stock as reflected on the books and records of the Corporation as the sole true and lawful owner thereof for all purposes, and neither the Corporation nor any such transfer agent shall be affected by any notice to the contrary.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Designation, Powers, Preferences and Rights of Series A Preferred Stock this day of December 2009.

TITLE STARTS ONLINE, INC.

By: /s/

\_\_\_\_\_  
Stephen Burns  
Chief Executive Officer

ANNEX A

NOTICE OF CONVERSION

(To be Executed by the Registered Holder in order to convert shares of the Series A Preferred Stock)

The undersigned hereby elects to convert the number of shares of the Series A Preferred Stock indicated below, into shares of common stock, no par value per share (the "Common Stock"), of \_\_\_\_\_, a Nevada corporation (the "Corporation"), according to the conditions hereof, as of the date written below. If shares are to be issued in the name of a person other than undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Corporation in accordance therewith. No fee will be charged to the Holder for any conversion, except for such transfer taxes, if any.

Conversion calculations:

Date to Effect Conversion

\_\_\_\_\_

Number of shares of Preferred Stock owned prior to Conversion

\_\_\_\_\_

Number of shares of Preferred Stock to be Converted

\_\_\_\_\_

Stated Value of shares of Preferred Stock to be Converted

\_\_\_\_\_

Number of shares of Common Stock to be Issued

\_\_\_\_\_

Applicable Set Price

\_\_\_\_\_

Number of shares of Preferred Stock subsequent to Conversion

\_\_\_\_\_

[HOLDER]

By: /s/

\_\_\_\_\_

Name

Title

SHARE EXCHANGE AGREEMENT

**SHARE EXCHANGE AGREEMENT**, dated as of December 28, 2009 (the "Agreement"), by and among **TITLE STARTS ONLINE , INC.**, a Nevada corporation ("Purchaser"), **MARK DEFOOR** (the "Majority Stockholder"), **ADVANCED MECHANICAL PRODUCTS, INC.**, an Ohio corporation, (the "Company"), and each of the shareholders of the Company set forth on the signature page hereof (collectively, the "Sellers").

WITNESSETH

**WHEREAS**, the Company is in the business of designing, selling and delivering modified automobiles with an all electric drive-train and battery systems;

**WHEREAS**, the Sellers desire to sell to Purchaser and the Purchaser desires to purchase from the Sellers, 100% of the outstanding securities of the Company in exchange for shares of common stock of the Purchaser and upon the terms and conditions hereinafter set forth;

**WHEREAS**, immediately subsequent to the closing of the Purchaser's acquisition of the Company, the Purchaser shall cause the holder of an aggregate of 3,105,000 shares (the "Control Block") of common stock (the "Majority Stockholder") to return the shares of common stock to the Company in consideration of the transfer of all of the assets of the Purchaser to the Majority Stockholder;

**WHEREAS**, certain terms used in this Agreement are defined in Article 1;

**WHEREAS**, it is intended that the Acquisition shall qualify for United States federal income tax purposes as a reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended; and

**NOW THEREFORE** in consideration of the premises and the mutual covenants, agreements, representations and warranties contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1.  
DEFINITIONS AND INTERPRETATION

1.1 Definitions. As used in this Agreement, the following terms when capitalized in this Agreement shall have the following meanings:

- (a) **"Affiliates"** shall mean, with respect to any Person, any and all other Persons that control, are controlled by, or are under common control with, such Person. For purposes of the foregoing, "control" of a Person shall mean direct or indirect ownership of 50% or more of the securities or other interests of such Person having by their terms ordinary voting power to elect or appoint a majority of the board of directors or others performing similar functions with respect to such Person.
- (b) **"Acquisition"** means the Acquisition, at the Closing, of the Company by Purchaser pursuant to this Agreement;

- (c) **"Acquisition Shares"** means the 1,063,636 shares of common stock of the Purchaser to be issued to the Sellers at Closing pursuant to the terms of the Acquisition;
- (d) **"Business Day"** shall mean any day other than Saturday, Sunday and any day on which banking institutions in the United States are authorized by law or other governmental action to close;
- (e) **"Closing Date"** means the day on which all conditions precedent to the completion of the transactions contemplated hereby have been satisfied or waived;
- (f) **"Claim Notice"** means written notification pursuant to Section 9.3 of a Third Party Claim as to which indemnity under Section 9.1 is sought by an Indemnified Party.
- (g) **"Code"** means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.
- (h) **"Contract"** shall mean an agreement, written or oral, between the Company and any other Person which obligates either the Company or such other Person to do or not to do a particular thing.
- (i) **"Election Notice"** means a written notice provided by the Sellers or Purchaser, as the case may be, in respect of a Tax Claim to the effect that it elects to contest, and to control the defense or prosecution of, such Tax Claim as provided in this Agreement.
- (j) **"ERISA"** shall mean the Employee Retirement Income Security Act of 1974, as amended.
- (k) **"ERISA Affiliate"** shall mean any entity that would be deemed to be a "single employer" with the Company under Section 414(b), (c), (m) or (o) of the Code or Section 4001 of ERISA.
- (l) **"Environmental Liabilities"** means any cost, damages, expense, liability, obligation, or other responsibility arising from or under (a) any Environmental Law and consisting of or relating to (i) any environmental matters or conditions (including on-site or off-site contamination and environmental regulation of chemical substances or products); (ii) fines, penalties, judgments, awards, settlements, legal or administrative proceedings, out-of-pocket damages and necessary and required response, investigative, remedial, or inspection costs and expenses arising under Environmental Law; (iii) financial responsibility under Environmental Law for clean-up costs or corrective action, including any necessary and required investigation, clean-up, removal, containment, or other remediation or response actions required by Environmental Law and for any natural resource damages; or (iv) any other compliance, corrective, investigative, or remedial measures required under Environmental Law; or (b) any common law causes of action, including, but not limited to, negligence, trespass or nuisance, based on violation by the Company of Environmental Laws, releases by the Company of Hazardous Materials or actions or omissions by the Company that expose others to Hazardous Materials. The terms "removal," "remedial," "response action", and "release" shall have the meanings provided for such terms under, and shall include the types of activities covered by, the United States Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended ("CERCLA").

- (m) **"Environmental Laws"** shall mean all federal, state and local Laws relating to public health, or to pollution or protection of the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) including, without limitation, the Clean Air Act, as amended, CERCLA, the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"), the Toxic Substances Control Act, the Federal Water Pollution Control Act, as amended, the Safe Drinking Water Act, as amended, the Hazardous Materials Transportation Act, as amended, the Oil Pollution Act of 1990, any state Laws implementing the foregoing federal Laws, and all other Laws relating to or regulating (i) emissions, discharges, releases, or cleanup of pollutants, contaminants, chemicals, polychlorinated biphenyls (PCB's), oil and gas exploration and production wastes, brine, solid wastes, or toxic or Hazardous Materials or wastes (collectively, the "Polluting Substances"), (ii) the generation, processing, distribution, use, treatment, handling, storage, disposal, or transportation of Polluting Substances, or (iii) environmental conservation or protection. References in this Agreement to Environmental Laws existing or in effect as of a particular date shall include written administrative interpretations and policies then existing or in effect.
- (n) **"Environmental Permit"** means any federal, state, local, provincial, or foreign permits, licenses, approvals, consent or authorizations required by any Governmental or Regulatory Authority under or in connection with any Environmental Law and includes any and all orders, consent orders or binding agreements issued or entered into by a Governmental or Regulatory Authority under any applicable Environmental Law.
- (o) **"Governmental or Regulatory Authority"** shall mean any federal, state, regional, municipal or local court, legislative, executive, Native American or regulatory authority or agency, board, commission, department or subdivision thereof.
- (p) **"Hazardous Activity"** means the distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, release, storage, transfer, transportation, treatment, or use (including any withdrawal or other use of groundwater) of Hazardous Materials in, on, under, about, or from the Company's facilities or any part thereof into the environment.
- (q) **"Hazardous Materials"** means (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is, or that is likely to become, friable, urea formaldehyde foam insulation and transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls (PCBs), or (ii) any chemicals, materials, substances or wastes which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants" or words of similar import, under any applicable Environmental Law.
- (r) **"Indemnified Party"** means any Person entitled to indemnification under any provision of Article 9.

- (s) **"Indemnifying Party"** means any Person obligated to provide indemnification under any provision of Article 9.
- (t) **"Law"** shall mean any federal, state, county, or local laws, statutes, regulations, rules, codes, ordinances, orders, decrees, judgments or injunctions enacted, adopted, issued or promulgated by any Governmental or Regulatory Authority, from time to time.
- (u) **"Lien"** shall mean any mortgage, deed of trust, pledge, lien, claim, security interest, covenant, restriction, easement, preemptive right, or any other encumbrance or charge of any kind.
- (v) **"Material Contract"** shall have the meaning set forth in Section 4.14.
- (w) **"Material Adverse Effect"** shall mean any material adverse effect on the business or financial condition of the Company;
- (x) **"Order"** shall mean any writ, judgment, decree, injunction or similar order of any Governmental or Regulatory Authority (in each such case whether preliminary or final).
- (y) **"Place of Closing"** means the offices of the Law Offices of Stephen M. Fleming, or such other place as Purchaser and the Sellers may mutually agree upon;
- (z) **"Permitted Lien"** shall mean: (a) liens created under any Lease, except any lien arising as a result of any failure to timely make any payment or failure to perform any other obligation or other default under such Lease; (b) liens for Taxes that are not yet due and payable or that are being contested in good faith by appropriate proceedings; (c) mechanics, materialmen's, landlords', carriers', warehousemen's, and other liens imposed by law incurred in the ordinary course of business; (d) zoning restrictions, land use regulations, declarations, reservations, provisions, covenants, conditions, waivers, restrictions on the use of property and third party easements, rights of way, leases or similar matters that are recorded in the county records where the effected property is located and do not prohibit the use of the property as currently used; (e) the absence of executed rights of way or easements, or a defect in any executed right of way or easement, where such rights have been or can be otherwise obtained through a proceeding under prescription or other operation of law; (f) deposits or pledges to secure obligations under worker's compensation, social security or similar laws, or under unemployment insurance; (g) deposits or pledges to secure bids, tenders, contracts (other than contracts for the payment of money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of like nature arising in the ordinary course of the Company's business and made, created or arising prior to the Closing Date; (h) leases or subleases granted by or to others; and (i) precautionary Uniform Commercial Code financing statements regarding operating leases which leases are either disclosed pursuant to Article 3 hereof or no longer in effect.
- (aa) **"Person"** shall mean an individual, partnership, joint venture, trust, corporation, limited liability company or other legal entity or Governmental or Regulatory Authority.



- (bb) **"Post-Closing Period"** means any taxable period or portion thereof beginning after the Closing Date. If a taxable period begins on or before the Closing Date and ends after the Closing Date, then the portion of the taxable period that begins on the day following the Closing Date shall constitute a Post-Closing Period.
- (cc) **"Pre-Closing Period"** means any taxable period or portion thereof that is not a Post-Closing Period.
- (dd) **"Purchaser Material Adverse Effect"** shall mean any material adverse effect on the business or financial condition of the Purchaser;
- (ee) **"Remedial Action"** shall mean any removal, remediation, response, clean up or other corrective action to respond to, remove or otherwise address any Environmental Liability.
- (ff) **"Shares"** means all of the issued and outstanding shares of common stock of the Company as defined in Section 3.3.
- (gg) **"Taxes"** shall mean any and all taxes, charges, fees, levies or other assessments, including, without limitation, all net income, gross income, gross receipts, excise, stamp, real or personal property, ad valorem, withholding, estimated, social security, unemployment, occupation, use, sales, service, service use, license, net worth, payroll, franchise, severance, transfer, recording or other taxes, assessments or charges imposed by any Governmental or Regulatory Authority, whether computed on a separate, consolidated, unitary, combined or other basis, and in each case such term shall include any interest, penalties, or additions to tax attributable thereto.
- (hh) **"Tax Return"** shall mean any return, report or similar statement required to be filed with respect to any Tax (including any attached schedules), including, without limitation, any information return, claim for refund, amended return or declaration of estimated Tax and including any return of an affiliated, combined or unitary group.

Any other terms defined within the text of this Agreement will have the meanings so ascribed to them.

1.2 Captions and Section Numbers. The headings and section references in this Agreement are for convenience of reference only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.

1.3 Section References and Schedules. Any reference to a particular "Article", "Section", "paragraph", "clause" or other subdivision is to the particular Article, section, clause or other subdivision of this Agreement and any reference to a Schedule by number will mean the appropriate Schedule attached to this Agreement and by such reference the appropriate Schedule is incorporated into and made part of this Agreement.

1.4 Severability of Clauses. If any part of this Agreement is declared or held to be invalid for any reason, such invalidity will not affect the validity of the remainder which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion, and it is hereby declared the intention of the parties that this Agreement would have been executed without reference to any portion which may, for any reason, be hereafter declared or held to be invalid.

**ARTICLE 2.**  
**THE ACQUISITION**

2.1 The Acquisition. Subject to the terms and conditions set forth in this Agreement and in reliance on the representations, warranties, covenants and conditions herein contained, the Sellers hereby agree to sell, assign and deliver to Purchaser the Shares in exchange for the Acquisition Shares on the Closing Date and to transfer to Purchaser on the Closing Date a 100% undivided interest in and to the Shares free from all liens, mortgages, charges, pledges, encumbrances or other burdens (other than those that may arise under federal or state securities laws restricting the right to sell or transfer the Shares) with all rights now or thereafter attached thereto.

2.2 Purchase Price; Allocation. The purchase price for the purchase of the Shares shall be the Acquisition Shares allocated on the basis of 129.75918 Acquisition Share for each one Share held by Sellers in accordance with Exhibit A attached hereto.

2.3 Adherence with Applicable Securities Laws. Each of the Sellers agrees that he is acquiring the Acquisition Shares for investment purposes and will not offer, sell or otherwise transfer, pledge or hypothecate any of the Acquisition Shares issued to him (other than pursuant to an effective Registration Statement under the Securities Act of 1933, as amended (the "Securities Act") directly or indirectly unless:

- (a) the sale is to Purchaser;
- (b) the sale is made pursuant to the exemption from registration under the Securities Act, provided by Rule 144 thereunder; or
- (c) the Acquisition Shares are sold in a transaction that does not require registration under the Securities Act or any applicable United States state laws and regulations governing the offer and sale of securities, and the vendor has furnished to Purchaser an opinion of counsel to that effect or such other written opinion as may be reasonably required by Purchaser.

The Sellers acknowledge that the certificates representing the Acquisition Shares shall bear the following legend:

THESE SECURITIES HAVE NOT BEEN REGISTERED  
UNDER THE SECURITIES ACT OF 1933. THEY MAY NOT  
BE SOLD, OFFERED FOR SALE, PLEDGED,  
HYPOTHECATED OR OTHERWISE TRANSFERRED IN  
THE ABSENCE OF A REGISTRATION STATEMENT WITH  
RESPECT TO THE SECURITIES UNDER SUCH ACT AND  
THE OPINION OF COUNSEL REASONABLY  
SATISFACTORY TO THE COMPANY THAT SUCH  
REGISTRATION IS NOT REQUIRED OR UNLESS SOLD  
PURSUANT TO RULE 144 OR RULE 144A OF  
SUCH ACT.

2.4 Closing. The parties hereto shall use their best efforts to close the transactions contemplated by this Agreement (the “Closing”), by December 28, 2009.

**ARTICLE 3.**  
**REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND THE AMP MAJORITY STOCKHOLDER**

The Company and Stephen Burns(the “AMP Majority Stockholder”) hereby jointly and severally represent and warrant to Purchaser, that:

3.1 Organization, Standing and Power. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio, with full corporate power and corporate authority to (i) own, lease and operate its properties, (ii) carry on the business as currently conducted by it. There are no states or jurisdictions in which the character and location of any of the properties owned or leased by the Company, or the conduct of the Company’s business makes it necessary for the Company to qualify to do business as a foreign corporation, except for those jurisdictions in which the failure to so qualify would not have a Material Adverse Effect on the business or operations of the Company.

3.2 Authorization of Agreement. Each Seller has all requisite power, authority and legal capacity to execute and deliver this Agreement, and each other agreement, document, or instrument or certificate contemplated by this Agreement or to be executed by such Seller in connection with the consummation of the transactions contemplated by this Agreement (together with this Agreement, the “Seller Documents”), and to consummate the transactions contemplated hereby and thereby. This Agreement has been, and each of the Seller Documents will be at or prior to the Closing, duly and validly executed and delivered by each Seller and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each of the Seller Documents when so executed and delivered will constitute, legal, valid and binding obligations of each Seller, enforceable against each Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

3.3 Capitalization. The authorized capital stock of the Company consists of 10,000 shares of common stock, no par value, 8,197 shares of which are issued and outstanding (the “Shares”). All of the Shares are duly authorized, validly issued, fully paid and nonassessable. There are no options, warrants or other rights, agreements, arrangements or commitments of any character relating to the issued or unissued capital stock of the Company or obligating the Company to issue or sell any shares of capital stock of or other equity interests in the Company. There is no personal liability, and there are no preemptive rights with regard to the capital stock of the Company, and no right-of-first refusal or similar catch-up rights with regard to such capital stock. Except for the transactions contemplated by this Agreement, there are no outstanding contractual obligations or other commitments or arrangements of the Company to (A) repurchase, redeem or otherwise acquire any shares of the shares of the Company (or any interest therein) or (B) to provide funds to or make any investment (in the form of a loan, capital contribution or otherwise) in any other entity, or (C) issue or distribute to any person any capital stock of the Company, or (D) issue or distribute to holders of any of the capital stock of the Company any evidences of indebtedness or assets of the Company. All of the outstanding securities of the Company have been issued and sold by the Company in full compliance in all material respects with applicable federal and state securities laws.

### 3.4 Corporate Records.

- (a) The Majority Stokholder and the Company have delivered to the Purchaser true, correct and complete copies of the certificate of incorporation (certified by the Secretary of State or other appropriate official of the applicable jurisdiction of organization) and by-laws (certified by the secretary, assistant secretary or other appropriate officer) or comparable organizational documents of the Company.
- (b) The minute books of the Company previously made available to the Purchaser contain complete and accurate records of all meetings and accurately reflect all other corporate action of the stockholders and board of directors (including committees thereof) of the Company. The stock certificate books and stock transfer ledgers of the Company previously made available to the Purchaser are true, correct and complete. All stock transfer taxes levied or payable with respect to all transfers of shares of the Company prior to the date hereof have been paid and appropriate transfer tax stamps affixed.

### 3.5 Conflicts; Consents of Third Parties.

- (a) None of the execution and delivery by the Company or any Seller of this Agreement and the Seller Documents, the consummation of the transactions contemplated hereby or thereby, or compliance by the Company or any Seller with any of the provisions hereof or thereof will (i) conflict with, or result in the breach of, any provision of the articles of incorporation or by-laws or comparable organizational documents of the Company; (ii) conflict with, violate, result in the breach or termination of, or constitute a default under any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which the Company is a party or by which any of them or any of their respective properties or assets is bound; (iii) violate any statute, rule, regulation, order or decree of any governmental body or authority by which the Company is bound; or (iv) result in the creation of any Lien upon the properties or assets of the Company or any subsidiary of the Company except, in case of clauses (ii), (iii) and (iv), for such violations, breaches or defaults as would not, individually or in the aggregate, have a Material Adverse Effect.
- (b) No consent, waiver, approval, Order, permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental or Regulatory Authority is required on the part of any Seller, the Company in connection with the execution and delivery of this Agreement or the Seller Documents, or the compliance by each Seller or the Company as the case may be, with any of the provisions hereof or thereof.

**ARTICLE 3A**  
**REPRESENTATIONS AND WARRANTIES OF THE SELLERS**

Each Seller, on his own behalf only, represents and warrants to Purchaser, that:

3A.1 Ownership and Transfer of Shares. Each Seller is the record and beneficial owner of the Shares indicated as being owned by such Seller on Exhibit A, free and clear of any and all Liens. Each Seller has the power and authority to sell, transfer, assign and deliver such Shares as provided in this Agreement, and such delivery will convey to the Purchaser good and marketable title to such Shares, free and clear of any and all Liens.

3A.2 Investors. Each of the Sellers represents and warrants to Purchaser that he or she is an "accredited investor" as such term is defined under the Securities Act of 1933, as amended.

**ARTICLE 4.**  
**REPRESENTATIONS AND WARRANTIES OF PURCHASER AND MAJORITY STOCKHOLDER**

Purchaser and the Majority Stockholder hereby jointly and severally represent and warrant to the Company and the Sellers, that:

4.1 Organization and Good Standing.

The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada, with full corporate power and corporate authority to (i) own, lease and operate its properties, (ii) carry on the business as currently conducted by it. There are no states or jurisdictions in which the character and location of any of the properties owned or leased by the Purchaser, or the conduct of the Purchaser's business makes it necessary for the Purchaser to qualify to do business as a foreign corporation, except for those jurisdictions in which the failure to so qualify would not have a Material Adverse Effect on the business or operations of the Purchaser.

4.2 Authorization of Agreement.

The Purchaser has full corporate power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by the Purchaser in connection with the consummation of the transactions contemplated hereby and thereby (the "Purchaser Documents"), and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Purchaser of this Agreement and each Purchaser Document have been duly authorized by all necessary corporate action on behalf of the Purchaser. This Agreement has been, and each Purchaser Document will be at or prior to the Closing, duly executed and delivered by the Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each Purchaser Document when so executed and delivered will constitute, legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

#### 4.3 Capitalization.

The authorized capital stock of the Purchaser consists of: 425,000,000 shares of common stock, \$0.001 par value per share, 3,300,000 shares of which are issued and outstanding, and 75,000,000 shares of preferred stock, \$0.001 par value per share, none of which are issued and outstanding. All of the shares of the Purchaser are duly authorized, validly issued, fully paid and nonassessable. Schedule 4.3 sets forth a true and complete list of the holders of all outstanding shares of the Purchaser as of the date of this Agreement. There are no options, warrants or other rights, agreements, arrangements or commitments of any character relating to the issued or unissued capital stock of the Purchaser or obligating the Purchaser to issue or sell any shares of capital stock of or other equity interests in the Purchaser. There is no personal liability, and there are no preemptive rights with regard to the capital stock of the Purchaser, and no right-of-first refusal or similar catch-up rights with regard to such capital stock. There are no outstanding contractual obligations or other commitments or arrangements of the Purchaser to (A) repurchase, redeem or otherwise acquire any shares of the Shares (or any interest therein) or (B) to provide funds to or make any investment (in the form of a loan, capital contribution or otherwise) in any other entity, or (C) issue or distribute to any person any capital stock of the Purchaser, or (D) issue or distribute to holders of any of the capital stock of the Purchaser any evidences of indebtedness or assets of the Purchaser. All of the outstanding securities of the Purchaser have been issued and sold by the Purchaser in full compliance in all material respects with applicable federal and state securities laws.

4.4 Subsidiaries. Except for Title Starts Online, LLC, a Missouri limited liability company, Purchaser has no subsidiaries.

#### 4.5 Corporate Records.

- (a) The Purchaser has delivered to the Company true, correct and complete copies of the articles of incorporation (each certified by the Secretary of State or other appropriate official of the applicable jurisdiction of organization) and by-laws (each certified by the secretary, assistant secretary or other appropriate officer) or comparable organizational documents of the Purchaser.
- (b) The minute books of the Purchaser previously made available to the Sellers contain complete and accurate records of all meetings and accurately reflect all other corporate action of the stockholders and board of directors (including committees thereof) of the Purchaser to the best of the Purchaser's knowledge. The stock certificate books and stock transfer ledgers of the Purchaser previously made available to the Sellers are true, correct and complete. All stock transfer taxes levied or payable with respect to all transfers of shares of the Purchaser prior to the date hereof have been paid and appropriate transfer tax stamps affixed to the best of the Purchaser's knowledge.

#### 4.6 Conflicts; Consents of Third Parties.

- (a) None of the execution and delivery by Purchaser of this Agreement and the Purchaser Documents, the consummation of the transactions contemplated hereby or thereby, or compliance by Purchaser with any of the provisions hereof or thereof will (i) conflict with, or result in the breach of, any provision of the articles of incorporation or by-laws or comparable organizational documents of the Purchaser; (ii) conflict with, violate, result in the breach or termination of, or constitute a default under any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which the Purchaser is a party or by which any of them or any of their respective properties or assets is bound; (iii) violate any statute, rule, regulation, order or decree of any governmental body or authority by which the Purchaser is bound; or (iv) result in the creation of any Lien upon the properties or assets of the Purchaser except, in case of clauses (ii), (iii) and (iv), for such violations, breaches or defaults as would not, individually or in the aggregate, have a Material Adverse Effect.
- (b) No consent, waiver, approval, Order, permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental or Regulatory Authority is required on the part of Purchaser in connection with the execution and delivery of this Agreement or the Purchaser Documents, or the compliance by Purchaser with any of the provisions hereof or thereof, other than the filing of a Current Report on Form 8-K, a Schedule 14f-1 and any applicable Schedule 13D amendments and Forms 4.

#### 4.7 Financial Statements.

- (a) The Sellers have reviewed copies of the audited balance sheets of the Purchaser as at December 31, 2008 and 2007 and the related audited statements of income and of cash flows of the Purchaser for the years then ended and the copies of the unaudited balance sheets of the Purchaser as at September 30, 2009 and the related unaudited statements of income and of cash flows of the Purchaser for the years then ended (the "Financial Statements"). Each of the Financial Statements is complete and correct in all material respects, has been prepared in accordance with GAAP (subject to normal year-end adjustments in the case of the unaudited statements) and in conformity with the practices consistently applied by the Purchaser without modification of the accounting principles used in the preparation thereof and presents fairly the financial position, results of operations and cash flows of the Purchaser as at the dates and for the periods indicated.
- (b) For the purposes hereof, the audited balance sheet of the Purchaser as at December 31, 2008 is referred to as the "Balance Sheet" and December 31, 2008 is referred to as the "Balance Sheet Date".

4.8 No Undisclosed Liabilities. Purchaser has no indebtedness, obligations or liabilities of any kind (whether accrued, absolute, contingent or otherwise, and whether due or to become due) that would have been required to be reflected in, reserved against or otherwise described on the Balance Sheet or in the notes thereto in accordance with GAAP which was not fully reflected in, reserved against or otherwise described in the Balance Sheet or the notes thereto or was not incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date.

4.9 Absence of Certain Developments. Except as expressly contemplated by this Agreement, since the Balance Sheet Date:

- (i) there has not been any material adverse change nor has there occurred any event which is reasonably likely to result in a material adverse change;
- (ii) there has not been any damage, destruction or loss, whether or not covered by insurance, with respect to the property and assets of the Purchaser having a replacement cost of more than \$25,000 for any single loss or \$100,000 for all such losses;
- (iii) there has not been any declaration, setting aside or payment of any dividend or other distribution in respect of any shares of capital stock of the Purchaser or any repurchase, redemption or other acquisition by the Purchaser of any outstanding shares of capital stock or other securities of, or other ownership interest in, the Purchaser;
- (iv) the Purchaser has not awarded or paid any bonuses to employees of the Purchaser except to the extent accrued on the Balance Sheet or entered into any employment, deferred compensation, severance or similar agreement (nor amended any such agreement) or agreed to increase the compensation payable or to become payable by it to any of the Purchaser's directors, officers, employees, agents or representatives or agreed to increase the coverage or benefits available under any severance pay, termination pay, vacation pay, company awards, salary continuation for disability, sick leave, deferred compensation, bonus or other incentive compensation, insurance, pension or other employee benefit plan, payment or arrangement made to, for or with such directors, officers, employees, agents or representatives (other than normal increases in the ordinary course of business consistent with past practice and that in the aggregate have not resulted in a material increase in the benefits or compensation expense of the Purchaser);
- (v) there has not been any change by the Purchaser in accounting or Tax reporting principles, methods or policies;
- (vi) the Purchaser has not entered into any transaction or Contract or conducted its business other than in the ordinary course consistent with past practice;
- (vii) the Purchaser has not made any loans, advances or capital contributions to, or investments in, any Person or paid any fees or expenses to any Seller or any Affiliate of any Seller;
- (viii) the Purchaser has not mortgaged, pledged or subjected to any Lien, any of its assets, or acquired any assets or sold, assigned, transferred, conveyed, leased or otherwise disposed of any assets of the Purchaser, except for assets acquired or sold, assigned, transferred, conveyed, leased or otherwise disposed of in the ordinary course of business consistent with past practice;



- (ix) the Purchaser has not discharged or satisfied any Lien, or paid any obligation or liability (fixed or contingent), except in the ordinary course of business consistent with past practice and which, in the aggregate, would not be material to the Purchaser;
- (x) the Purchaser has not canceled or compromised any debt or claim or amended, canceled, terminated, relinquished, waived or released any Contract or right except in the ordinary course of business consistent with past practice and which, in the aggregate, would not be material to the Purchaser;
- (xi) the Purchaser has not made or committed to make any capital expenditures or capital additions or betterments in excess of \$25,000 individually or \$100,000 in the aggregate;
- (xii) the Purchaser has not instituted or settled any material legal proceeding; and
- (xiii) the Purchaser has not agreed to do anything set forth in this Section 4.9.

#### 4.10 Taxes.

- (a) (A) all Tax Returns required to be filed by or on behalf of the Purchaser have been filed with the appropriate taxing authorities in all jurisdictions in which such Tax Returns are required to be filed (after giving effect to any valid extensions of time in which to make such filings), and all such Tax Returns were true, complete and correct in all material respects; (B) all Taxes payable by or on behalf of the Purchaser or in respect of its income, assets or operations have been fully and timely paid, and (C) the Purchaser has not executed or filed with the IRS or any other taxing authority any agreement, waiver or other document or arrangement extending or having the effect of extending the period for assessment or collection of Taxes (including, but not limited to, any applicable statute of limitation), and no power of attorney with respect to any Tax matter is currently in force.
- (b) The Purchaser has complied in all material respects with all applicable laws, rules and regulations relating to the payment and withholding of Taxes and has duly and timely withheld from employee salaries, wages and other compensation and has paid over to the appropriate taxing authorities all amounts required to be so withheld and paid over for all periods under all applicable laws.
- (c) The Sellers have received complete copies of (A) all federal, state, local and foreign income or franchise Tax Returns of the Purchaser relating to the taxable periods since 2004 and (B) any audit report issued within the last three years relating to Taxes due from or with respect to the Purchaser its income, assets or operations.
- (d) All material types of Taxes paid and material types of Tax Returns filed by or on behalf of the Purchaser have been paid and filed. No claim has been made by a taxing authority in a jurisdiction where the Purchaser does not file Tax Returns such that it is or may be subject to taxation by that jurisdiction.
- (e) All deficiencies asserted or assessments made as a result of any examinations by the IRS or any other taxing authority of the Tax Returns of or covering or including the Purchaser have been fully paid, and there are no other audits or investigations by any taxing authority in progress, nor have the Sellers or the Purchaser received any notice from any taxing authority that it intends to conduct such an audit or investigation. No issue has been raised by a federal, state, local or foreign taxing authority in any current or prior examination which, by application of the same or similar principles, could reasonably be expected to result in a proposed deficiency for any subsequent taxable period.

- (f) Neither the Purchaser nor any other Person (including any of the Sellers) on behalf of the Purchaser has (A) filed a consent pursuant to Section 341(f) of the Code or agreed to have Section 341(f)(2) of the Code apply to any disposition of a subsection (f) asset (as such term is defined in Section 341(f)(4) of the Code) owned by the Purchaser, (B) agreed to or is required to make any adjustments pursuant to Section 481(a) of the Code or any similar provision of state, local or foreign law by reason of a change in accounting method initiated by the Purchaser or has any knowledge that the Internal Revenue Service has proposed any such adjustment or change in accounting method, or has any application pending with any taxing authority requesting permission for any changes in accounting methods that relate to the business or operations of the Purchaser, (C) executed or entered into a closing agreement pursuant to Section 7121 of the Code or any predecessor provision thereof or any similar provision of state, local or foreign law with respect to the Purchaser, or (D) requested any extension of time within which to file any Tax Return, which Tax Return has since not been filed.
- (g) No property owned by the Purchaser is (i) property required to be treated as being owned by another Person pursuant to the provisions of Section 168(f)(8) of the Internal Revenue Code of 1954, as amended and in effect immediately prior to the enactment of the Tax Reform Act of 1986, (ii) constitutes "tax-exempt use property" within the meaning of Section 168(h)(1) of the Code or (iii) is "tax-exempt bond financed property" within the meaning of Section 168(g) of the Code.
- (h) The Purchaser is not a foreign person within the meaning of Section 1445 of the Code.
- (i) The Purchaser is not a party to any tax sharing or similar agreement or arrangement (whether or not written) pursuant to which it will have any obligation to make any payments after the Closing.
- (j) There is no contract, agreement, plan or arrangement covering any person that, individually or collectively, could give rise to the payment of any amount that would not be deductible by the Company, its Affiliates or their respective affiliates by reason of Section 280G of the Code, or would constitute compensation in excess of the limitation set forth in Section 162(m) of the Code.
- (k) The Purchaser is not subject to any private letter ruling of the IRS or comparable rulings of other taxing authorities.
- (l) Except as set forth on Schedule 4.10, there are no liens as a result of any unpaid Taxes upon any of the assets of the Purchaser.
- (m) The Purchaser has no elections in effect for federal income tax purposes under Sections 108, 168, 338, 441, 463, 472, 1017, 1033 or 4977 of the code.

4.11 Real Property. The Purchaser does not own any real property.

4.12 Tangible Personal Property. The Purchaser does not own or lease any personal property

4.13 Intangible Property. The Purchaser does not own any patent, trademark, trade name, service mark or copyright

4.14 Material Contracts.

Schedule 4.14 sets forth all of the following Contracts to which the Purchaser is a party or by which it is bound (collectively, the "Material Contracts"): (i) Contracts with any the Seller or any current officer or director of the Purchaser; (ii) Contracts with any labor union or association representing any employee of the Purchaser; (iii) Contracts pursuant to which any party is required to purchase or sell a stated portion of its requirements or output from or to another party; (iv) Contracts for the sale of any of the assets of the Purchaser other than in the ordinary course of business or for the grant to any person of any preferential rights to purchase any of its assets; (v) joint venture agreements; (vi) Material Contracts containing covenants of the Purchaser not to compete in any line of business or with any person in any geographical area or covenants of any other person not to compete with the Purchaser in any line of business or in any geographical area; (vii) Contracts relating to the acquisition by the Purchaser of any operating business or the capital stock of any other person; (viii) Contracts relating to the borrowing of money; or (ix) any other Contracts, other than Real Property Leases, which involve the expenditure of more than \$100,000 in the aggregate or \$25,000 annually or require performance by any party more than one year from the date hereof. There have been made available to the Sellers and their representatives true and complete copies of all of the Material Contracts. Except as set forth on Schedule 4.14, all of the Material Contracts and other agreements are in full force and effect and are the legal, valid and binding obligation of the Purchaser, enforceable against them in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). Except as set forth on Schedule 4.14, the Purchaser is not in default in any material respect under any Material Contracts, nor, to the knowledge of Purchaser, is any other party to any Material Contract in default thereunder in any material respect.

4.15 Employee Benefits.

The Purchaser has not entered into any (i) "employee benefit plans", as defined in Section 3(3) ERISA, and any other pension plans or employee benefit arrangements, programs or payroll practices (including, without limitation, severance pay, vacation pay, company awards, salary continuation for disability, sick leave, retirement, deferred compensation, bonus or other incentive compensation, stock purchase arrangements or policies, hospitalization, medical insurance, life insurance and scholarship programs) maintained by the Purchaser or to which the Purchaser contributes or is obligated to contribute thereunder with respect to employees of the Purchaser ("Employee Benefit Plans") and (ii) "employee pension plans", as defined in Section 3(2) of ERISA, maintained by the Purchaser or any trade or business (whether or not incorporated) which are under control, or which are treated as a single employer, with Purchaser as an ERISA Affiliate or to which the Purchaser or any ERISA Affiliate contributed or is obligated to contribute thereunder ("Pension Plans").

#### 4.16 Labor.

- (a) The Purchaser is not a party to any labor or collective bargaining agreement and there are no labor or collective bargaining agreements which pertain to employees of the Purchaser.
- (b) No employees of the Purchaser are represented by any labor organization. No labor organization or group of employees of the Purchaser has made a pending demand for recognition, and there are no representation proceedings or petitions seeking a representation proceeding presently pending or, to the best knowledge of the Purchaser, threatened to be brought or filed, with the National Labor Relations Board or other labor relations tribunal. There is no organizing activity involving the Purchaser pending or, to the best knowledge of the Purchaser, threatened by any labor organization or group of employees of the Purchaser.
- (c) There are no (i) strikes, work stoppages, slowdowns, lockouts or arbitrations or (ii) material grievances or other labor disputes pending or, to the best knowledge of any Purchaser, threatened against or involving the Purchaser. There are no unfair labor practice charges, grievances or complaints pending or, to the best knowledge of Purchaser, threatened by or on behalf of any employee or group of employees of the Purchaser.

#### 4.17 Litigation.

There is no suit, action, proceeding, investigation, claim or order pending or, to the knowledge of the Purchaser, overtly threatened against the Purchaser (or to the knowledge of the Purchaser, pending or threatened, against any of the officers, directors or key employees of the Purchaser with respect to their business activities on behalf of the Purchaser), or to which the Purchaser is otherwise a party, which, if adversely determined, would have a Material Adverse Effect, before any court, or before any governmental department, commission, board, agency, or instrumentality; nor to the knowledge of the Purchaser is there any reasonable basis for any such action, proceeding, or investigation. The Purchaser is not subject to any judgment, order or decree of any court or governmental agency except to the extent the same are not reasonably likely to have a Material Adverse Effect and the Purchaser is not engaged in any legal action to recover monies due it or for damages sustained by it.

4.18 Compliance with Laws; Permits. The Purchaser is in compliance with all Laws applicable to the Purchaser or to the conduct of the business or operations of the Purchaser or the use of its properties (including any leased properties) and assets, except for such non-compliances as would not, individually or in the aggregate, have a Material Adverse Effect. The Purchaser has all governmental permits and approvals from state, federal or local authorities which are required for the Purchaser to operate its business, except for those the absence of which would not, individually or in the aggregate, have a Material Adverse Effect.

#### 4.19 Environmental Matters.

- (a) the operations of the Purchaser are in compliance with all applicable Environmental Laws and all Environmental Permits;
- (b) the Purchaser has obtained all permits required under all applicable Environmental Laws necessary to operate its business;

- (c) the Purchaser is not the subject of any outstanding written order or Contract with any Governmental or Regulatory Authority or Person respecting (i) Environmental Laws, (ii) Remedial Action, (iii) any release or threatened release of a Hazardous Material or (iv) any Hazardous Activity;
- (d) the Purchaser has not received any written communication alleging that the Purchaser may be in violation of any Environmental Law, or any Environmental Permit, or may have any liability under any Environmental Law;
- (e) the Purchaser has no current contingent liability in connection with any Hazardous Activity or release of any Hazardous Materials into the indoor or outdoor environment (whether on-site or off-site);
- (f) to the Purchaser's knowledge, there are no investigations of the business, operations, or currently or previously owned, operated or leased property of the Purchaser pending or threatened which could lead to the imposition of any liability pursuant to Environmental Law;
- (g) there is not located at any of the properties of the Purchaser any (i) underground storage tanks, (ii) asbestos-containing material or (iii) equipment containing polychlorinated biphenyls; and,
- (h) the Purchaser has provided to the Sellers all environmentally related audits, studies, reports, analyses, and results of investigations that have been performed with respect to the currently or previously owned, leased or operated properties of the Purchaser.

4.20 Insurance. The Purchaser does not carry any insurance of any kind or nature.

4.21 Inventories; Receivables; Payables.

- (a) The inventories of the Purchaser are in good and marketable condition, and are saleable in the ordinary course of business. Adequate reserves have been reflected in the Balance Sheet for obsolete or otherwise unusable inventory, which reserves were calculated in a manner consistent with past practice and in accordance with GAAP consistently applied.
- (b) All accounts receivable of the Purchaser have arisen from bona fide transactions in the ordinary course of business consistent with past practice. All accounts receivable of the Purchaser reflected on the Balance Sheet are good and collectible at the aggregate recorded amounts thereof, net of any applicable reserve for returns or doubtful accounts reflected thereon, which reserves are adequate and were calculated in a manner consistent with past practice and in accordance with GAAP consistently applied. All accounts receivable arising after the Balance Sheet Date are good and collectible at the aggregate recorded amounts thereof, net of any applicable reserve for returns or doubtful accounts, which reserves are adequate and were calculated in a manner consistent with past practice and in accordance with GAAP consistently applied.
- (c) All accounts payable of the Purchaser reflected in the Balance Sheet or arising after the date thereof are the result of bona fide transactions in the ordinary course of business and have been paid or are not yet due and payable.

4.22 Related Party Transactions. Neither the Purchaser nor any Affiliates of Purchaser has borrowed any moneys from or has outstanding any indebtedness or other similar obligations to the Purchaser. Neither the Purchaser, any Affiliate of the Purchaser nor any officer or employee of any of them (i) owns any direct or indirect interest of any kind in, or controls or is a director, officer, employee or partner of, or consultant to, or lender to or borrower from or has the right to participate in the profits of, any Person which is (A) a competitor, supplier, customer, landlord, tenant, creditor or debtor of the Purchaser, (B) engaged in a business related to the business of the Purchaser, or (C) a participant in any transaction to which the Purchaser is a party or (ii) is a party to any Contract with the Purchaser.

4.23 No Misrepresentation. No representation or warranty of Purchaser contained in this Agreement or in any schedule hereto or in any certificate or other instrument furnished by the Purchaser to Sellers pursuant to the terms hereof, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

4.24 Financial Advisors. No Person has acted, directly or indirectly, as a broker or finder for the Purchaser in connection with the transactions contemplated by this Agreement and no Person is entitled to any fee or commission or like payment in respect thereof.

4.25 Guarantees. There are no written guarantees currently in effect heretofore issued by the Purchaser to any bank or other lender in connection with any credit facilities extended by such creditors to the Purchaser in connection with any other contracts or agreements (collectively, the "Guarantees"), including the name of such creditor and the amount of the indebtedness, together with any interest and fees currently owing and expected to be outstanding as of the Closing.

4.26 Patriot Act. The Purchaser certifies that it has not been designated, and is not owned or controlled, by a "suspected terrorist" as defined in Executive Order 13224. The Purchaser hereby acknowledges that the Sellers seek to comply with all applicable Laws concerning money laundering and related activities. In furtherance of those efforts, the Purchaser hereby represents, warrants and agrees that: (i) none of the cash or property owned by the Purchaser has been or shall be derived from, or related to, any activity that is deemed criminal under United States law; and (ii) no contribution or payment by the Purchaser has, and this Agreement will not, cause the Purchaser to be in violation of the United States Bank Secrecy Act, the United States International Money Laundering Control Act of 1986 or the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001.

4.27 Trading Status. Purchaser's common stock is traded on the OTC Bulletin Board, under the trading symbol "TTSO". Purchaser has at least one market maker. As of the Closing, Purchaser's Common Stock will be listed for trading on the OTCBB with at least one market maker.

4.28 Reporting Status. Purchaser is a reporting issuer under Section 12(g) of the Securities Exchange Act of 1934 (the "'34 Act"). Purchaser is now, and as of the Closing will be, current in its filings and will have filed all of the filings required to have been made in the previous twelve months.

4.29 Investment Intention. Purchaser is acquiring the Shares for its own account, for investment purposes only and not with a view to the distribution (as such term is used in Section 2(11) of the Securities Act of 1933, as amended (the "Securities Act") thereof. Purchaser understands that the Shares have not been registered under the Securities Act and cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available.

4.30 Acquisition Shares. The Acquisition Shares issuable pursuant to the purchase price, when issued, will be duly authorized and validly issued, fully paid and non-assessable, will be delivered hereunder free and clear of any Liens, except that such Acquisition Shares will be "restricted securities", as such term is defined in the rules and regulations of the SEC promulgated under the Securities Act, and will be subject to restrictions on transfers pursuant to such rules and regulations.

## ARTICLE 5. COVENANTS

### 5.1 Access to Information.

The Company agrees that, prior to the Closing Date, the Purchaser shall be entitled, through its officers, employees and representatives (including, without limitation, its legal advisors and accountants), to make such investigation of the properties, businesses and operations of the Company and its subsidiaries and such examination of the books, records and financial condition of the Company and its Subsidiaries as it reasonably requests and to make extracts and copies of such books and records. Any such investigation and examination shall be conducted during regular business hours and under reasonable circumstances, and the Company shall cooperate, and shall cause the Company and its Subsidiaries to cooperate, fully therein. No investigation by the Purchaser prior to or after the date of this Agreement shall diminish or obviate any of the representations, warranties, covenants or agreements of the Sellers or the Company contained in this Agreement or the Seller Documents. In order that the Purchaser may have full opportunity to make such physical, business, accounting and legal review, examination or investigation as it may reasonably request of the affairs of the Company and its Subsidiaries, the Company shall cause the officers, employees, consultants, agents, accountants, attorneys and other representatives of the Company and its Subsidiaries to cooperate fully with such representatives in connection with such review and examination.

### 5.2 Conduct of the Business Pending the Closing.

- (a) Except as otherwise expressly contemplated by this Agreement or with the prior written consent of the Purchaser, the Majority Stockholder shall, and shall cause the Company to:
  - (i) conduct the businesses of the Company only in the ordinary course consistent with past practice;
  - (ii) use its best efforts to (A) preserve its present business operations, organization (including, without limitation, management and the sales force) and goodwill of the Company and (B) preserve its present relationship with Persons having business dealings with the Company;
  - (iii) maintain (A) all of the assets and properties of the Company in their current condition, ordinary wear and tear excepted and (B) insurance upon all of the properties and assets of the Company in such amounts and of such kinds comparable to that in effect on the date of this Agreement;
  - (iv) (A) maintain the books, accounts and records of the Company in the ordinary course of business consistent with past practices, (B) continue to collect accounts receivable and pay accounts payable utilizing normal procedures and without discounting or accelerating payment of such accounts, and (C) comply with all contractual and other obligations applicable to the operation of the Company; and
  - (v) comply in all material respects with applicable laws, including, without limitation, Environmental Laws.
- (b) Except as otherwise expressly contemplated by this Agreement or with the prior written consent of the Company, the Purchaser shall not:
  - (i) declare, set aside, make or pay any dividend or other distribution in respect of the capital stock of the Purchaser or repurchase, redeem or otherwise acquire any outstanding shares of the capital stock or other securities of, or other ownership interests in, the Purchaser;
  - (ii) transfer, issue, sell or dispose of any shares of capital stock or other securities of the Purchaser or grant options, warrants, calls or other rights to purchase or otherwise acquire shares of the capital stock or other securities of the Purchaser;

- (iii) effect any recapitalization, reclassification, stock split or like change in the capitalization of the Purchaser;
- (iv) amend the certificate of incorporation or by-laws of the Purchaser;
- (v) (A) materially increase the annual level of compensation of any employee of the Purchaser, (B) increase the annual level of compensation payable or to become payable by the Purchaser to any of its executive officers, (C) grant any unusual or extraordinary bonus, benefit or other direct or indirect compensation to any employee, director or consultant, (D) increase the coverage or benefits available under any (or create any new) severance pay, termination pay, vacation pay, company awards, salary continuation for disability, sick leave, deferred compensation, bonus or other incentive compensation, insurance, pension or other employee benefit plan or arrangement made to, for, or with any of the directors, officers, employees, agents or representatives of the Purchaser or otherwise modify or amend or terminate any such plan or arrangement or (E) enter into any employment, deferred compensation, severance, consulting, non-competition or similar agreement (or amend any such agreement) to which the Purchaser is a party or involving a director, officer or employee of the Purchaser in his or her capacity as a director, officer or employee of the Purchaser;
- (vi) subject to any Lien (except for leases that do not materially impair the use of the property subject thereto in their respective businesses as presently conducted), any of the properties or assets (whether tangible or intangible) of the Purchaser;
- (vii) acquire any material properties or assets or sell, assign, transfer, convey, lease or otherwise dispose of any of the material properties or assets (except for fair consideration in the ordinary course of business consistent with past practice) of the Purchaser;
- (viii) cancel or compromise any debt or claim or waive or release any material right of the Purchaser except in the ordinary course of business;
- (ix) enter into any commitment for capital expenditures of the Purchaser;
- (x) enter into, modify or terminate any labor or collective bargaining agreement of the Purchaser or, through negotiation or otherwise, make any commitment or incur any liability to any labor organization with respect to the Purchaser;
- (xi) permit the Purchaser to enter into any transaction or to make or enter into any Contract;
- (xii) permit the Purchaser to enter into or agree to enter into any merger or consolidation with, any corporation or other entity, and not engage in any new business or invest in, make a loan, advance or capital contribution to, or otherwise acquire the securities of any other Person;
- (xiii) permit the Purchaser to make any investments in or loans to, or pay any fees or expenses to, or enter into or modify any Contract with any Affiliate; or
- (xiv) agree to do anything prohibited by this Section 6.2 or anything which would make any of the representations and warranties of the Purchaser and the Majority Stockholder in this Agreement untrue or incorrect in any material respect.

5.3 Consents. The Company shall use its best efforts, and the Purchaser shall cooperate with the Company, to obtain at the earliest practicable date all consents and approvals required to consummate the transactions contemplated by this Agreement.

5.4 Other Actions. The Company and the Purchaser shall use its best efforts to (i) take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement and (ii) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the transactions contemplated by this Agreement.



**ARTICLE 6.**  
**CONDITIONS TO CLOSING**

**6.1 Conditions Precedent to Obligations of Purchaser.**

The obligation of the Purchaser to consummate the transactions contemplated by this Agreement is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by the Purchaser in whole or in part to the extent permitted by applicable law):

- (a) all representations and warranties of the Company, the Majority Shareholder and the Sellers contained herein shall be true and correct as of the date hereof and as of the Closing Date;
- (b) all representations and warranties of the Company, the Majority Shareholder and the Sellers contained herein qualified as to materiality shall be true and correct, and the representations and warranties of the Sellers contained herein not qualified as to materiality shall be true and correct in all material respects, at and as of the Closing Date with the same effect as though those representations and warranties had been made again at and as of that time;
- (c) the Company, the Majority Shareholder and the Sellers shall have performed and complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by them on or prior to the Closing Date;
- (d) the Purchaser shall have been furnished with certificates (dated the Closing Date and in form and substance reasonably satisfactory to the Purchaser) executed by the Chief Executive Officer and Chief Financial Officer of the Company certifying as to the fulfillment of the conditions specified in Sections 6.1(a), 6.2(b) and 6.2(c) hereof;
- (e) there shall not have been or occurred any material adverse change in the business or operations of the Company;
- (f) the Sellers shall have obtained all consents and waivers referred to in Section 3.5(b) there are none hereof, in a form reasonably satisfactory to the Purchaser, with respect to the transactions contemplated by this Agreement and the Seller Documents; and
- (g) no legal proceedings shall have been instituted or threatened or claim or demand made against the Sellers, the Company or any of its Subsidiaries, or the Purchaser seeking to restrain or prohibit or to obtain substantial damages with respect to the consummation of the transactions contemplated hereby, and there shall not be in effect any Order by a Governmental or Regulatory Authority of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby.

**6.2 Conditions Precedent to Obligations of the Sellers.**

The obligations of the Sellers to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by the Sellers in whole or in part to the extent permitted by applicable law):

- (a) all representations and warranties of the Purchaser and the Majority Stockholder contained herein shall be true and correct as of the date hereof and as of the Closing Date;
- (b) all representations and warranties of the Purchaser contained herein qualified as to materiality shall be true and correct, and all representations and warranties of the Purchaser contained herein not qualified as to materiality shall be true and correct in all material respects, at and as of the Closing Date with the same effect as though those representations and warranties had been made again at and as of that date;

- (c) the Purchaser shall have performed and complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date;
- (d) the Sellers shall have been furnished with certificates (dated the Closing Date and in form and substance reasonably satisfactory to the Sellers) executed by the Chief Executive Officer and Chief Financial Officer of the Purchaser certifying as to the fulfillment of the conditions specified in Sections 6.2(a), 6.2(b) and 6.2(c) hereof;
- (e) there shall not be in effect any Order by a Governmental or Regulatory Authority of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby;
- (f) the Sellers shall have obtained all consents and waivers referred to in Section 4.6(b) hereof, in a form reasonably satisfactory to the Purchaser, with respect to the transactions contemplated by this Agreement and the Seller Documents; and
- (g) all officers and members of the Board of Directors of the Purchaser shall have provided an undated resignation and shall have appointed the designees of the Sellers as members of the Board of Directors.

## **ARTICLE 7. TERMINATION**

7.1 Material Change in the Business of Company. Simultaneous execution and closing, if any material loss or damage to the Company Business occurs prior to Closing and such loss or damage, in Purchaser's reasonable opinion, cannot be substantially repaired or replaced within sixty (60) days, Purchaser shall, within two (2) days following any such loss or damage, by notice in writing to Company, at its option, either:

- (a) terminate this Agreement, in which case no party will be under any further obligation to any other party; or
- (b) elect to complete the Acquisition and the other transactions contemplated hereby, in which case the proceeds and the rights to receive the proceeds of all insurance covering such loss or damage will, as a condition precedent to Purchaser's obligations to carry out the transactions contemplated hereby, be vested in Company or otherwise adequately secured to the satisfaction of Purchaser on or before the Closing Date.

7.2 Material Change in the Purchaser Business. If any material loss or damage to the Purchaser Business occurs prior to Closing and such loss or damage, in Company's reasonable opinion, cannot be substantially repaired or replaced within sixty (60) days, Company shall, within two (2) days following any such loss or damage, by notice in writing to Purchaser, at its option, either:

- (a) terminate this Agreement, in which case no party will be under any further obligation to any other party; or
- (b) elect to complete the Acquisition and the other transactions contemplated hereby, in which case the proceeds and the rights to receive the proceeds of all insurance covering such loss or damage will, as a condition precedent to Company's obligations to carry out the transactions contemplated hereby, be vested in Purchaser or otherwise adequately secured to the satisfaction of Company on or before the Closing Date.

## **ARTICLE 8. DOCUMENTS TO BE DELIVERED**

### **8.1 Documents to be Delivered by the Majority Stockholder.**

At the Closing, the Majority Stockholder shall deliver, or cause to be delivered, to the Purchaser the following:

- (a) copies of all consents and waivers referred to in Section 6.1(f) hereof;
- (b) certificates of good standing with respect to the Company issued by the Secretary of the State of the Ohio; and
- (c) such other documents as the Purchaser shall reasonably request.

### **8.2 Documents to be Delivered by the Purchaser.**

At the Closing, the Purchaser shall deliver to the Sellers the following:

- (a) the Acquisition Shares;
- (b) the certificates referred to in Section 6.2(d) hereof;
- (c) copies of all consents and waivers referred to in Section 6.1(f) hereof;
- (d) certificates of good standing with respect to the Purchaser issued by the Secretary of the State of the Nevada;
- (e) resignation of the officers of the Company effective as of the Closing Date and resignation of the sole member of the Board of Directors of Purchaser, to be effective 10 days after the mailing of the Schedule 14f-1 to the shareholders of Purchaser;
- (f) resolution of the Board of Directors appointing Stephen Burns as a director of the Purchaser, Kelvin D. Moore and Maggie M. Moran as directors of the Company, subject to Schedule 14f1 and Stephen Burns as Chief Executive Officer, Chief Financial Officer, Treasurer and Secretary of the Corporation;
- (g) a legal opinion acceptable to the Company; and
- (i) such other documents as the Sellers shall reasonably request.

**ARTICLE 9.  
INDEMNIFICATION**

**9.1 Indemnification.**

- (a) Subject to Section 9.2 hereof, the Majority Stockholder hereby agree to j indemnify and hold the Purchaser and their respective directors, officers, employees, Affiliates, agents, representatives, heirs, successors and assigns (collectively, the "Purchaser Indemnified Parties") harmless from and against:
  - (i) any and all losses, liabilities, obligations, damages, costs and expenses based upon, attributable to or resulting from the failure of any representation or warranty of the the Majority Stockholder set forth in Article 3 hereof, or any representation or warranty contained in any certificate delivered by or on behalf of the the Majority Stockholder pursuant to this Agreement, to be true and correct in all respects as of the date made;
  - (ii) any and all losses, liabilities, obligations, damages, costs and expenses based upon, attributable to or resulting from the breach of any covenant or other agreement on the part of the the Majority Stockholder under this Agreement or any Seller Document;
  - (iii) any and all losses, liabilities, obligations, damages, costs and expenses based upon, attributable to or resulting from any act or omission of the Company or the Majority Stockholder; and
  - (iv) any and all expenses incident to the foregoing.
- (b) Subject to Section 9.2, Purchaser and the Majority Stockholder hereby agrees to indemnify and hold the Sellers and their respective Affiliates, agents, successors and assigns (collectively, the "Seller Indemnified Parties") harmless from and against:
  - (i) any and all losses, liabilities, obligations, damages, costs and expenses based upon, attributable to or resulting from the failure of any representation or warranty of the Purchaser set forth in Section 4 hereof, or any representation or warranty contained in any certificate delivered by or on behalf of the Purchaser pursuant to this Agreement, to be true and correct as of the date made;
  - (ii) any and all losses, liabilities, obligations, damages, costs and expenses based upon, attributable to or resulting from the breach of any covenant or other agreement on the part of the Purchaser under this Agreement; and
  - (iii) any and all Expenses incident to the foregoing.

**9.2 Intentionally omitted**

**9.3 Indemnification Procedures.**

- (a) In the event that any legal proceedings shall be instituted or that any claim or demand ("Claim") shall be asserted by any Person in respect of which payment may be sought under Section 9.1 hereof, the Indemnified Party shall reasonably and promptly cause written notice of the assertion of any Claim of which it has knowledge which is covered by this indemnity to be forwarded to the Indemnifying Party. The Indemnifying Party shall have the right, at its sole option and expense, to be represented by counsel of its choice, which must be reasonably satisfactory to the Indemnified Party, and to defend against, negotiate, settle or otherwise deal with any Claim which relates to any Losses indemnified against hereunder. If the Indemnifying Party elects to defend against, negotiate, settle or otherwise deal with any Claim which relates to any losses indemnified against hereunder, it shall within five (5) days (or sooner, if the nature of the Claim so requires) notify the Indemnified Party of its intent to do so. If the Indemnifying Party elects not to defend against, negotiate, settle or otherwise deal with any Claim which relates to any Losses indemnified against hereunder, fails to notify the Indemnified Party of its election as herein provided or contests its obligation to indemnify the Indemnified Party for such Losses under this Agreement, the Indemnified Party may defend against, negotiate, settle or otherwise deal with such Claim. If the Indemnified Party defends any Claim, then the Indemnifying Party shall reimburse the Indemnified Party for the Expenses of defending such Claim upon submission of periodic bills. If the Indemnifying Party shall assume the defense of any Claim, the Indemnified Party may participate, at his or its own expense, in the defense of such Claim; provided, however, that such Indemnified Party shall be entitled to participate in any such defense with separate counsel at the expense of the Indemnifying Party if, (i) so requested by the Indemnifying Party to participate or (ii) in the reasonable opinion of counsel to the Indemnified Party, a conflict or potential conflict exists between the Indemnified Party and the Indemnifying Party that would make such separate representation advisable; and provided, further, that the Indemnifying Party shall not be required to pay for more than one such counsel for all indemnified parties in connection with any Claim. The parties hereto agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any such Claim.
- (b) After any final judgment or award shall have been rendered by a court, arbitration board or administrative agency of competent jurisdiction and the expiration of the time in which to appeal therefrom, or a settlement shall have been consummated, or the Indemnified Party and the Indemnifying Party shall have arrived at a mutually binding agreement with respect to a Claim hereunder, the Indemnified Party shall forward to the Indemnifying Party notice of any sums due and owing by the Indemnifying Party pursuant to this Agreement with respect to such matter and the Indemnifying Party shall be required to pay all of the sums so due and owing to the Indemnified Party by wire transfer of immediately available funds within 10 business days after the date of such notice.
- (c) The failure of the Indemnified Party to give reasonably prompt notice of any Claim shall not release, waive or otherwise affect the Indemnifying Party's obligations with respect thereto except to the extent that the Indemnifying Party can demonstrate actual loss and prejudice as a result of such failure.

#### **ARTICLE 10. POST-CLOSING MATTERS**

10.1 Within four business day of the Closing, Purchaser, Company and the the Majority Stockholder agree to use all their best efforts to:

- (a) issue a news release reporting the Closing;
- (b) file a Form 8-K with the Securities and Exchange Commission disclosing the terms of this Agreement with audited financial statements of Company as well as any required pro forma financial information or other information of Company and Purchaser as required by the rules and regulations of the Securities and Exchange Commission; and
- (c) file with the Securities and Exchange Commission a report on Form 14f1 disclosing the change in control of Purchaser and, 10 days after such filing, date the resolutions appointing to the board of directors of Purchaser Maggie M. Moran and Kelvin D. Moore, and forthwith date and accept the resignation of Mark DeFoor as a director of Purchaser.

#### **ARTICLE 11. GENERAL PROVISIONS**

11.1 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered personally or mailed by certified mail, return receipt requested, to the parties (and shall also be transmitted by facsimile to the Persons receiving copies thereof) at the following addresses (or to such other address as a party may have specified by notice given to the other party pursuant to this provision):

If to Purchaser to:

TITLE STARTS ONLINE, INC.  
7007 College Boulevard, Suite 270  
Overland Park, KS 66211  
Facsimile: 866.681.3091

with a copies to:

Bartly J. Loethen, Esq.  
Synergy Law Group, LLC  
730 West Randolph Street  
Suite 600  
Chicago, IL 60661  
Facsimile: 312.454.0261

If to Company or Sellers to:

ADVANCED MECHANICAL PRODUCTS, INC.  
11103 Deerfield Rd.  
Cincinnati, OH 45242  
Facsimile:

with a copy to:

Law Offices of Stephen M. Fleming PLLC  
49 Front Street, Suite 206  
Rockville Centre, NY 11570  
Facsimile: (516) 977-1209

All such notices, requests and other communications will (i) if delivered personally to the address as provided in this Section, be deemed given upon delivery, (ii) if delivered by mail in the manner described above to the address as provided in this Section, be deemed given upon receipt, and (iii) if delivered by courier to the address as provided for in this Section, be deemed given on the earlier of the second Business Day following the date sent by such courier or upon receipt. Any party from time to time may change its address or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto.

**11.2 Payment of Sales, Use or Similar Taxes.** All sales, use, transfer, intangible, recordation, documentary stamp or similar Taxes or charges, of any nature whatsoever, applicable to, or resulting from, the transactions contemplated by this Agreement shall be borne by the Sellers.

**11.3 Expenses.** Except as otherwise provided in this Agreement, the Company and the Purchaser shall each bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby.

**11.4 Specific Performance.** The Sellers acknowledge and agree that the breach of this Agreement would cause irreparable damage to the Purchaser and that the Purchaser will not have an adequate remedy at law. Therefore, the obligations of the Sellers under this Agreement, including, without limitation, the Sellers' obligation to sell the Shares to the Purchaser, shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which any party may have under this Agreement or otherwise.

11.5 Further Assurances. The Sellers, the Company and the Purchaser each agrees to execute and deliver such other documents or agreements and to take such other action as may be reasonably necessary or desirable for the implementation of this Agreement and the consummation of the transactions contemplated hereby.

11.6 Submission to Jurisdiction; Consent to Service of Process.

- (a) The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of any federal or state court located within the State of New York over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby and each party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action proceeding related thereto may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- (b) Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by the mailing of a copy thereof in accordance with the provisions of Section 11.1.

11.7 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and exhibits hereto) represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

11.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

11.9 Headings. Section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.

11.10 Severability. If any provision of this Agreement is invalid or unenforceable, the balance of this Agreement shall remain in effect.

11.11 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement except as provided below. No assignment of this Agreement or of any rights or obligations hereunder may be made by either the Sellers or the Purchaser (by operation of law or otherwise) without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void; provided, however, that the Purchaser may assign this Agreement and any or all rights or obligations hereunder (including, without limitation, the Purchaser's rights to purchase the Shares and the Purchaser's rights to seek indemnification hereunder) to any Affiliate of the Purchaser. Upon any such permitted assignment, the references in this Agreement to the Purchaser shall also apply to any such assignee unless the context otherwise requires.

11.12 Counterparts. This Agreement may be executed in counterparts and by facsimile, each of which when executed by any party will be deemed to be an original and all of which counterparts will together constitute one and the same Agreement. Delivery of executed copies of this Agreement by telecopier will constitute proper delivery, provided that originally executed counterparts are delivered to the parties within a reasonable time thereafter.

*[Remainder of page intentionally left blank.]*



**IN WITNESS WHEREOF** the parties have executed this Agreement effective as of the day and year first above written.

**TITLE STARTS ONLINE, INC.**

By:/s/ Mark DeFoor

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Name: Mark DeFoor  
Title: President, Chief Executive  
Officer, Treasurer and Sole Director

**ADVANCED MECHANICAL PRODUCTS, INC.**

By:/s/ Stephen S. Burns

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Name: Stephen S. Burns  
Title: CEO

**MAJORITY STOCKHOLDER (WITH RESPECT TO ARTICLE 4 AND ARTICLE 9 ONLY):**

/s/ Mark DeFoor

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Mark DeFoor

**AMP MAJORITY STOCKHOLDER (WITH RESPECT TO ARTICLE 4 ONLY):**

/s/ Stephen S. Burns

---

Stephen S. Burns

**SHAREHOLDER SIGNATURE PAGE FOLLOWS:**

**SHAREHOLDERS**

/s/ Stephen S. Burns  
Stephen S. Burns

/s/ John J. Kuntz  
John J. Kuntz

H. Kimberly Lukens, Trustee of the H. Kimberly  
Lukens Advanced Mechanical Products, Inc.  
Subchapter S. Trust

/s/ Mickey W. Kowitz  
Mickey W. Kowitz

/s/ H. Kimberly Lukens  
Name: H. Kimberly Lukens  
Title: Trustee

/s/ Gerald Wolken  
Gerald Wolken

/s/ Charles E. Allen, Jr.  
Charles E. Allen, Jr.

/s/ Thaddeus M. Bort, M.D.  
Thaddeus M. Bort, M.D.

/s/ Daniel Zito  
Daniel Zito

/s/ Thomas H. Siemers  
Thomas H. Siemers

/s/ James K. Phillips  
James K. Phillips

/s/ Buster Stewart  
Buster Stewart

/s/ William L. Murphree  
William L. Murphree

/s/ Mike Dektas  
Mike Dektas

/s/ Anthony Milone  
Anthony Milone

/s/ Gavin Scotti, Sr.  
Gavin Scotti, Sr.

/s/ Tim Wieck  
Tim Wieck

/s/ Richard East  
Richard East

# EXHIBIT A

	Shares	Acquisition Shares
Stephen S. Burns	2,500	324,398
John J. Kuntz	1,485	192,692
Mickey W. Kowitz	1,035	134,301
H. Kimberly Lukens, Trustee of the H. Kimberly Lukens Advanced Mechanical Products, Inc. Subchapter S. Trust	810	105,105
Gerald Wolken	810	105,105
Charles E. Allen, Jr.	705	91,480
Thaddeus M. Bort	100	12,976
Daniel Zito	50	6,488
Thomas H. Siemers	100	12,976
James K. Phillips	100	12,976
Buster Stewart	100	12,976
William L. Murphree	100	12,976
Mike Dektas	100	12,976
Anthony Milone	50	6,488
Gavin Scotti	50	6,488
Tim Wieck	51	6,618
Richard East	51	6,618
	8,197	1,063,636

**AGREEMENT AND RELEASE**

This Agreement (the "Agreement") is dated December 29th 2009 and is made by and between Title Starts Online, Inc. (the "Company"), on one hand, and Mark DeFoor ("Affiliate"), on the other hand.

**WHEREAS**, Affiliate is the owner of 3,105,000 shares of common stock of the Company (the "Shares");

**WHEREAS**, the Company is engaged in the development of an online repository of title starts for abstractors (the "Business");

**WHEREAS**, the Company has been unable to develop the Business to justify the expense of remaining as a public corporation;

**WHEREAS**, the Company has entered into and closed a Share Exchange Agreement with the shareholders of Advanced Mechanical Products, Inc., an Ohio corporation ("Advanced"), pursuant to which the Company issued the shareholders of Advanced 1,063,636 shares of common stock of the Company in consideration of all of the outstanding securities of Advanced;

**WHEREAS**, the Company no longer desires to develop the Business and has elected to dispose of the assets relating to the Business;

**WHEREAS**, the Company and Affiliate have elected to enter into this Agreement pursuant to which the Company will sell all of the assets of the Company relating to the Business, including its interest in Title Starts of Kansas City, LLC, a Missouri limited liability company, to Affiliate in consideration for the return of the Shares to the Company for cancellation;

**WHEREAS**, without admitting and specifically denying potential liability and in order to avoid further expense, costs, and time to litigate the any potential dispute between the parties, the Company and Affiliate have reached a full and final agreement regarding the sale of the assets relating to the Business and return for cancellation of the Shares; and

**NOW, THEREFORE**, in consideration of the mutual conditions and covenants contained in this Agreement, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, it is hereby stipulated, consented to and agreed by and between the Company and Affiliate as follows:

1. Affiliate agrees to return to the Company the Shares for cancellation which certificates representing the Shares shall be delivered to the Company together with a stock power.

2. In consideration for the items set forth in Section 1 above, the Company agrees to transfer all of the assets relating to the Business to the Affiliate.

3. (A) Upon receipt of the assets relating to the Business, Affiliate releases and discharges the Company, the Company's heirs, executors, successors, administrators, attorneys, insurers, and assigns from all actions, cause of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, against the Company, that Affiliate or its executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever, whether or not known or unknown, from the beginning of the world to the day of the date of this Agreement.

(B) Affiliate hereby agrees that it will assume all obligations, liabilities and losses ("Existing Liabilities") of the Company existing prior to the Company's acquisition of Advanced and Affiliate agrees to indemnify and hold the Company harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys' fees associated with the Existing Liabilities.

4. Affiliate warrants and represents that no other person or entity has any interest in the matters released herein, and that it has not assigned or transferred, or purported to assign or transfer, to any person or entity all or any portion of the matters released herein. Affiliate specifically represents that he is the owner of the Shares and that there are no liens, mortgage, deed of trust, pledge, claim, security interest, covenant, restriction, easement, preemptive right, or any other encumbrance or charge of any kind.

5. Each party shall be responsible for their own attorneys' fees and costs except as set forth in Section 3(B).

6. Each party acknowledges and represents that: (a) they have read the Agreement; (b) they clearly understand the Agreement and each of its terms; (c) they fully and unconditionally consent to the terms of this Agreement; (d) they have had the benefit and advice of counsel of their own selection; (e) they have executed this Agreement, freely, with knowledge, and without influence or duress; (f) they have not relied upon any other representations, either written or oral, express or implied, made to them by any person; and (g) the consideration received by them has been actual and adequate.

7. This Agreement contains the entire agreement and understanding concerning the subject matter hereof between the parties and supersedes and replaces all prior negotiations, proposed agreement and agreements, written or oral. Each of the parties hereto acknowledges that neither any of the parties hereto, nor agents or counsel of any other party whomsoever, has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject hereto, to induce it to execute this Agreement and acknowledges and warrants that it is not executing this Agreement in reliance on any promise, representation or warranty not contained herein.

8. This Agreement may not be modified or amended in any manner except by an instrument in writing specifically stating that it is a supplement, modification or amendment to the Agreement and signed by each of the parties hereto.

9. Should any provision of this Agreement be declared or be determined by any court or tribunal to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be severed and

deemed not to be part of this Agreement.

10. The Parties agree that this Agreement is governed by the Laws of the State of New York and that any and all disputes that may arise from the provisions of this Agreement shall be tried in the Supreme Court, State of New York, County of New York. The Parties agree to waive their right to trial by jury for any dispute arising out of this Agreement.

11. This Agreement may be executed in facsimile counterparts, each of which, when all parties have executed at least one such counterpart, shall be deemed an original, with the same force and effect as if all signatures were appended to one instrument, but all of which together shall constitute one and the same Agreement.

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**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date first indicated above.  
Title Starts Online, Inc.

By:/s/ Steven Burns

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Name: Steven Burns

Title: CEO

/s/ Mark DeFoor

---

Mark DeFoor

**THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD OR OFFERED FOR SALE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES OR AN OPINION OF COUNSEL OR OTHER EVIDENCE ACCEPTABLE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.**

### CONVERSION AGREEMENT

THIS CONVERSION AGREEMENT, dated as of December 28, 2009 is made by and between Title Starts Online, Inc., a Nevada corporation ("Company"), and Bowden Transportation, Ltd. ("Investor").

WHEREAS, the Investor loaned Advanced Mechanical Products, Inc., a wholly owned subsidiary of the Company, \$20,000 (the "Loan") on December 21, 2009 in accordance with the 6% Secured Promissory Note dated December 21, 2009 (the "Note"), which is attached hereto as Exhibit A; and

WHEREAS, pursuant to the terms of the Note, the Company and the Investor wish to convert the Loan into 500 shares of Series A Preferred Stock, par value \$0.001 per share ("Shares") of the Company; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

1 . Conversion. The Company and Investor hereby agree that Loan shall convert into the Shares upon execution of this Conversion Agreement.

2 . Delivery. Within ten (10) business days of the date of this Conversion Agreement, the Company shall deliver the Shares represented by a stock certificate to Investor.

3 . Further Assurances. In connection with the issuance of the Shares, the Investor, by entering into this Conversion Agreement, agrees to execute all agreements and other documents as reasonably requested by the Company.

4 . Investor Representations and Warranties and Covenants. The Investor represents, warrants and covenants to the Company as follows:

a. No Registration. Investor understands that the Shares have not been, and will not be, registered under the Securities Act of 1933, as amended (the "Securities Act") and are being issued by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such Investor's representations as expressed herein or otherwise made pursuant hereto.

b. Investment Intent. Investor is acquiring the Shares for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof, and Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. Investor further represents that it will not violate the Securities Act and does not have any contract, undertaking, agreement or arrangement with any person or entity to sell, transfer or grant participation to such person or entity or to any third person or entity with respect to the Shares.

c. Investment Experience. Investor has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company and acknowledges that Investor can protect its own interests. Investor has such knowledge and experience in financial and business matters so that Investor is capable of evaluating the merits and risks of its investment in the Company and is aware that the Company has not generated revenue, is a development stage company and may never be profitable.

d. Speculative Nature of Investment. Investor understands and acknowledges that the Company has a limited financial and operating history and that an investment in the Company is highly speculative and involves substantial risks. Investor can bear the economic risk of Investor's investment and is able, without impairing Investor's financial condition, to hold the Shares for an indefinite period of time and to suffer a complete loss of Investor's investment.

e. Accredited Investor. The Investor is an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated by the Securities and Exchange Commission under the Securities Act and shall submit to the Company such further assurances of such status as may be reasonably requested by the Company.

f. Rule 144. Investor acknowledges that the Shares must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available. Investor is aware of the provisions of Rule 144 promulgated under the Securities Act which permit limited resale of shares subject to the satisfaction of certain conditions, including among other things, that the Shares must be held for a period of one year following the filing of the Super 8K containing Form 10 information as the Company has historically been considered a shell as such term is defined under Rule 144. Investor acknowledges that, in the event all of the requirements of Rule 144 are not met, registration under the Securities Act or an exemption from registration will be required for any disposition of the Shares. Investor understands that, although Rule 144 is not exclusive, the Securities and Exchange Commission has expressed its opinion that persons proposing to sell restricted securities received in a private offering other than in a registered offering or pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales and that such persons and the brokers who participate in the transactions do so at their own risk.

g. Authorization.

i. Investor has all requisite power and authority to execute and deliver this Conversion Agreement, and to carry out and perform its obligations under the terms hereof. All action on the part of the Investor necessary for the authorization, execution, delivery and performance of this Conversion Agreement, and the performance of all of the Investor's obligations herein, has been taken.



ii. This Conversion Agreement, when executed and delivered by the Investor, will constitute valid and legally binding obligations of the Investor, enforceable in accordance with its terms except: (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies or by general principles of equity.

iii. No consent, approval, authorization, order, filing, registration or qualification of or with any court, governmental authority or third person is required to be obtained by the Investor in connection with the execution and delivery of this Conversion Agreement by the Investor or the performance of the Investor's obligations hereunder.

j. Brokers or Finders. Investor has not engaged any brokers, finders or agents, and the Company, except for an agreement entered with John Carris Investments LLC has not, and will not, incur, directly or indirectly, as a result of any action taken by the Investor, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Conversion Agreement and the transactions related hereto.

k. Tax Advisors. Investor has reviewed with its own tax advisors the U.S. federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Conversion Agreement. With respect to such matters, such Investor relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. The Investor understands that it (and not the Company) shall be responsible for its own tax liability that may arise as a result of this investment or the transactions contemplated by this Conversion Agreement.

l. Legends. Investor understands and agrees that the certificates evidencing the Shares shall bear a legend in substantially the form as follows (in addition to any legend required by any other applicable agreement or under applicable state securities laws):

“THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SUCH ACT AND/OR APPLICABLE STATE SECURITIES LAWS, OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL OR OTHER EVIDENCE, REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.”

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective officers thereonto duly authorized as of the day and year first above written.

TITLE STARTS ONLINE, INC.

By: /s/ Stephen Burns

Stephen Burns

Chief Executive Officer

INVESTOR:

BOWDEN TRANSPORTATION, LTD.

By: /s/

Name

Title

**THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD OR OFFERED FOR SALE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES OR AN OPINION OF COUNSEL OR OTHER EVIDENCE ACCEPTABLE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.**

### CONVERSION AGREEMENT

THIS CONVERSION AGREEMENT, dated as of December 28, 2009 is made by and between Title Starts Online, Inc., a Nevada corporation ("Company"), and Han Solutions II, LLC ("Investor").

WHEREAS, the Investor loaned Advanced Mechanical Products, Inc., a wholly owned subsidiary of the Company, an aggregate of \$315,000 (the "Loan") on October 28, 2009, November 6, 2009, November 25, 2009, December 7, 2009 and December 21, 2009 in accordance with the form of 6% Secured Promissory Note (the "Notes"), which are attached hereto as Exhibit A; and

WHEREAS, pursuant to the terms of the Notes, the Company and the Investor wish to convert the Loan into 7,875 shares of Series A Preferred Stock, par value \$0.001 per share ("Shares") of the Company; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

1 . Conversion. The Company and Investor hereby agree that Loan shall convert into the Shares upon execution of this Conversion Agreement.

2 . Delivery. Within ten (10) business days of the date of this Conversion Agreement, the Company shall deliver the Shares represented by a stock certificate to Investor.

3 . Further Assurances. In connection with the issuance of the Shares, the Investor, by entering into this Conversion Agreement, agrees to execute all agreements and other documents as reasonably requested by the Company.

4 . Investor Representations and Warranties and Covenants. The Investor represents, warrants and covenants to the Company as follows:

a. No Registration. Investor understands that the Shares have not been, and will not be, registered under the Securities Act of 1933, as amended (the "Securities Act") and are being issued by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such Investor's representations as expressed herein or otherwise made pursuant hereto.

b. Investment Intent. Investor is acquiring the Shares for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof, and Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. Investor further represents that it will not violate the Securities Act and does not have any contract, undertaking, agreement or arrangement with any person or entity to sell, transfer or grant participation to such person or entity or to any third person or entity with respect to the Shares.

c. Investment Experience. Investor has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company and acknowledges that Investor can protect its own interests. Investor has such knowledge and experience in financial and business matters so that Investor is capable of evaluating the merits and risks of its investment in the Company and is aware that the Company has not generated revenue, is a development stage company and may never be profitable.

d. Speculative Nature of Investment. Investor understands and acknowledges that the Company has a limited financial and operating history and that an investment in the Company is highly speculative and involves substantial risks. Investor can bear the economic risk of Investor's investment and is able, without impairing Investor's financial condition, to hold the Shares for an indefinite period of time and to suffer a complete loss of Investor's investment.

e. Accredited Investor. The Investor is an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated by the Securities and Exchange Commission under the Securities Act and shall submit to the Company such further assurances of such status as may be reasonably requested by the Company.

f. Rule 144. Investor acknowledges that the Shares must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available. Investor is aware of the provisions of Rule 144 promulgated under the Securities Act which permit limited resale of shares subject to the satisfaction of certain conditions, including among other things, that the Shares must be held for a period of one year following the filing of the Super 8K containing Form 10 information as the Company has historically been considered a shell as such term is defined under Rule 144. Investor acknowledges that, in the event all of the requirements of Rule 144 are not met, registration under the Securities Act or an exemption from registration will be required for any disposition of the Shares. Investor understands that, although Rule 144 is not exclusive, the Securities and Exchange Commission has expressed its opinion that persons proposing to sell restricted securities received in a private offering other than in a registered offering or pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales and that such persons and the brokers who participate in the transactions do so at their own risk.

g. Authorization.

i. Investor has all requisite power and authority to execute and deliver this Conversion Agreement, and to carry out and perform its obligations under the terms hereof. All action on the part of the Investor necessary for the authorization, execution, delivery and performance of this Conversion Agreement, and the performance of all of the Investor's obligations herein, has been taken.

ii. This Conversion Agreement, when executed and delivered by the Investor, will constitute valid and legally binding obligations of the Investor, enforceable in accordance with its terms except: (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies or by general principles of equity.

iii. No consent, approval, authorization, order, filing, registration or qualification of or with any court, governmental authority or third person is required to be obtained by the Investor in connection with the execution and delivery of this Conversion Agreement by the Investor or the performance of the Investor's obligations hereunder.

j. Brokers or Finders. Investor has not engaged any brokers, finders or agents, and the Company, except for an agreement entered with John Carris Investments LLC has not, and will not, incur, directly or indirectly, as a result of any action taken by the Investor, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Conversion Agreement and the transactions related hereto.

k. Tax Advisors. Investor has reviewed with its own tax advisors the U.S. federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Conversion Agreement. With respect to such matters, such Investor relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. The Investor understands that it (and not the Company) shall be responsible for its own tax liability that may arise as a result of this investment or the transactions contemplated by this Conversion Agreement.

l. Legends. Investor understands and agrees that the certificates evidencing the Shares shall bear a legend in substantially the form as follows (in addition to any legend required by any other applicable agreement or under applicable state securities laws):

“THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SUCH ACT AND/OR APPLICABLE STATE SECURITIES LAWS, OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL OR OTHER EVIDENCE, REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.”

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective officers thereonto duly authorized as of the day and year first above written.

TITLE STARTS ONLINE, INC.

By: /s/ Stephen Burns

\_\_\_\_\_  
Stephen Burns  
Chief Executive Officer

INVESTOR:

HAN SOLUTIONS II, LLC

By: /s/ Anthony Milone

\_\_\_\_\_  
Name: Anthony Milone  
Title: Manager

**THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD OR OFFERED FOR SALE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES OR AN OPINION OF COUNSEL OR OTHER EVIDENCE ACCEPTABLE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.**

### CONVERSION AGREEMENT

THIS CONVERSION AGREEMENT, dated as of December 28, 2009 is made by and between Title Starts Online, Inc., a Nevada corporation ("Company"), and Ziu Zhang ("Investor").

WHEREAS, the Investor loaned Advanced Mechanical Products, Inc., a wholly owned subsidiary of the Company, \$50,000 (the "Loan") on November 30, 2009 in accordance with the 6% Secured Promissory Note dated November 30, 2009 (the "Note"), which is attached hereto as Exhibit A; and

WHEREAS, pursuant to the terms of the Note, the Company and the Investor wish to convert the Loan into 10,638 shares of common stock, par value \$0.001 per share ("Shares") of the Company; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

1 . Conversion. The Company and Investor hereby agree that Loan shall convert into the Shares upon execution of this Conversion Agreement.

2 . Delivery. Within ten (10) business days of the date of this Conversion Agreement, the Company shall deliver the Shares represented by a stock certificate to Investor.

3 . Further Assurances. In connection with the issuance of the Shares, the Investor, by entering into this Conversion Agreement, agrees to execute all agreements and other documents as reasonably requested by the Company.

4 . Investor Representations and Warranties and Covenants. The Investor represents, warrants and covenants to the Company as follows:

a. No Registration. Investor understands that the Shares have not been, and will not be, registered under the Securities Act of 1933, as amended (the "Securities Act") and are being issued by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such Investor's representations as expressed herein or otherwise made pursuant hereto.

b. Investment Intent. Investor is acquiring the Shares for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof, and Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. Investor further represents that it will not violate the Securities Act and does not have any contract, undertaking, agreement or arrangement with any person or entity to sell, transfer or grant participation to such person or entity or to any third person or entity with respect to the Shares.

c. Investment Experience. Investor has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company and acknowledges that Investor can protect its own interests. Investor has such knowledge and experience in financial and business matters so that Investor is capable of evaluating the merits and risks of its investment in the Company and is aware that the Company has not generated revenue, is a development stage company and may never be profitable.

d. Speculative Nature of Investment. Investor understands and acknowledges that the Company has a limited financial and operating history and that an investment in the Company is highly speculative and involves substantial risks. Investor can bear the economic risk of Investor's investment and is able, without impairing Investor's financial condition, to hold the Shares for an indefinite period of time and to suffer a complete loss of Investor's investment.

e. Accredited Investor. The Investor is an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated by the Securities and Exchange Commission under the Securities Act and shall submit to the Company such further assurances of such status as may be reasonably requested by the Company.

f. Rule 144. Investor acknowledges that the Shares must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available. Investor is aware of the provisions of Rule 144 promulgated under the Securities Act which permit limited resale of shares subject to the satisfaction of certain conditions, including among other things, that the Shares must be held for a period of one year following the filing of the Super 8K containing Form 10 information as the Company has historically been considered a shell as such term is defined under Rule 144. Investor acknowledges that, in the event all of the requirements of Rule 144 are not met, registration under the Securities Act or an exemption from registration will be required for any disposition of the Shares. Investor understands that, although Rule 144 is not exclusive, the Securities and Exchange Commission has expressed its opinion that persons proposing to sell restricted securities received in a private offering other than in a registered offering or pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales and that such persons and the brokers who participate in the transactions do so at their own risk.

g. Authorization.

i. Investor has all requisite power and authority to execute and deliver this Conversion Agreement, and to carry out and perform its obligations under the terms hereof. All action on the part of the Investor necessary for the authorization, execution, delivery and performance of this Conversion Agreement, and the performance of all of the Investor's obligations herein, has been taken.

ii. This Conversion Agreement, when executed and delivered by the Investor, will constitute valid and legally binding obligations of the Investor, enforceable in accordance with its terms except: (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies or by general principles of equity.



iii. No consent, approval, authorization, order, filing, registration or qualification of or with any court, governmental authority or third person is required to be obtained by the Investor in connection with the execution and delivery of this Conversion Agreement by the Investor or the performance of the Investor's obligations hereunder.

j. Brokers or Finders. Investor has not engaged any brokers, finders or agents, and the Company, except for an agreement entered with John Carris Investments LLC has not, and will not, incur, directly or indirectly, as a result of any action taken by the Investor, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Conversion Agreement and the transactions related hereto.

k. Tax Advisors. Investor has reviewed with its own tax advisors the U.S. federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Conversion Agreement. With respect to such matters, such Investor relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. The Investor understands that it (and not the Company) shall be responsible for its own tax liability that may arise as a result of this investment or the transactions contemplated by this Conversion Agreement.

l. Legends. Investor understands and agrees that the certificates evidencing the Shares shall bear a legend in substantially the form as follows (in addition to any legend required by any other applicable agreement or under applicable state securities laws):

“THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SUCH ACT AND/OR APPLICABLE STATE SECURITIES LAWS, OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL OR OTHER EVIDENCE, REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.”

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective officers thereonto duly authorized as of the day and year first above written.

**TITLE STARTS ONLINE, INC.**

By: /s/ Stephen Burns

\_\_\_\_\_  
Stephen Burns  
Chief Executive Officer

**INVESTOR:**

/s/ Ziu Zhang

\_\_\_\_\_  
Ziu Zhang

LIST OF SUBSIDIARIES

Advanced Mechanical Products, Inc., an Ohio corporation