

**U. S. SECURITIES AND EXCHANGE COMMISSION**  
Washington, D. C. 20549

**FORM SB-2**

**REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933**

**TITLE STARTS ONLINE, INC.**  
(Name of Small Business Issuer in its Charter)

**Nevada**  
(State or Jurisdiction of  
Incorporation or Organization)

**6541**  
(Primary Standard Industrial  
Classification Code Number)

**26-1394771**  
(I.R.S. Employer  
Identification No.)

**7007 College Boulevard**  
**Suite 270**  
**Overland Park, KS 66211**

(Address and Telephone Number of Principal Executive Offices)

**Mark DeFoor**  
**President and Chief Executive Officer**  
**Title Starts Online, Inc.**  
**7007 College Boulevard**  
**Suite 270**  
**Overland Park, KS 66211**  
**913.832.0072**

(Name, Address and Telephone Number of Agent for Service)

**Copies of all communications to:**

Bartly J. Loethen  
Synergy Law Group, LLC  
730 West Randolph Street, 6<sup>th</sup> Floor  
Chicago, IL 60661  
312.454.0015

**Approximate Date of Commencement of Proposed Sale to the Public:** As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act, check the following box. ☐

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If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If delivery of the prospectus is expected to be made pursuant to Rule 434, check the following box. ☐

#### CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to Be Registered	Amount to Be Registered	Proposed Maximum Offering Price per Share <sup>(1)</sup>	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee <sup>(2)</sup>
Common Stock	900,000	\$ 0.25	\$ 225,000	\$ 8.84

(1) This price was arbitrarily determined by the Company.

(2) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457 under the Securities Act.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

**SUBJECT TO COMPLETION, dated February 1, 2008**

**PRELIMINARY PROSPECTUS**

**TITLE STARTS ONLINE, INC.**

**900,000 SHARES OF COMMON STOCK**

This prospectus relates to the offering of up to 900,000 shares of common stock of Title Starts Online, Inc., (the “Company”), in a self-underwritten direct public offering, without any participation by underwriters or broker-dealers. The shares will be sold through the efforts of our officers and directors. The offering price is \$0.25 per share (the “Offering Price”). The offering period will begin on the date this registration statement is declared effective by the Securities and Exchange Commission (the “SEC”) and continue, unless extended or terminated, until 5:00 P.M. Local Time, on June 30, 2008 (the “Offering Period”). In the event that 200,000 shares are not sold within the Offering Period, all money received by us will be promptly returned without interest or deduction of any kind. Subscription funds will be held until closing in a separate account at an insured institution. The minimum purchase requirement for each investor in this offering is \$1,250 or 5,000 shares. Prior to this offering, there has been no public market for the common stock.

**THE PURCHASE OF THE SECURITIES OFFERED THROUGH THIS PROSPECTUS INVOLVES A HIGH DEGREE OF RISK. SEE “RISK FACTORS” BEGINNING ON PAGE 7.**

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.**

You should rely only on the information contained in this Prospectus and the information we have referred you to. We have not authorized any person to provide you with any information about this Offering, the Company, or the shares of our Common Stock offered hereby that is different from the information included in this Prospectus. If anyone provides you with different information, you should not rely on it.

The date of this prospectus is February 1, 2008

## TABLE OF CONTENTS

Prospectus Summary	5
Risk Factors	7
Forward Looking Statements	12
Use of Proceeds	12
Determination of Offering Price	12
Plan of Distribution	13
Legal Proceedings	14
Directors and Officers	14
Beneficial Ownership	15
Description of Securities	15
Interests of Named Experts and Counsel	16
Disclosure of Commission Position on Indemnification	17
Description of Business	17
Management's Discussion and Analysis or Plan of Operation	20
Description of Property	21
Certain Relationships and Related Transactions	21
Market for Common Equity and Related Stockholder Matters	22
Executive Compensation	23
Reports to Security Holders	23

## Prospectus Summary

*This summary highlights information contained elsewhere in this Prospectus and may not contain all of the information you should consider before investing in the shares. You are urged to read this Prospectus in its entirety, including the information under "Risk Factors. Unless the context indicates otherwise, the words "we," "us" "our" or the "Company" refer to Title Starts Online, Inc.*

### Overview

This Prospectus relates to the offering of shares by Title Starts Online, Inc., a Nevada corporation. The Company proposes to raise a minimum amount of \$50,000 (the "Minimum Offering Amount") and an maximum amount of \$225,000 (the "Maximum Offering Amount") through the sale of a minimum of 200,000 shares and a maximum of 900,000 shares of Company common stock with a par value \$.001 (each a "Share" and collectively the "Shares") at the price of \$0.25 per Share (the "Offering") as more fully described in "*Plan of Distribution*."

### The Company

Title Starts Online, Inc. was incorporated under the laws of the state of Nevada on November 13, 2007. The Company's principal offices are located at 7007 College Boulevard, Suite 270, Overland Park, KS 66211. Our telephone number there is 913.832.0072. Our fax number is 913.747.3001. We are also in the process of creating a website which will be [www.titlestarts.com](http://www.titlestarts.com). Information included on our website is not a part of this Prospectus.

The Company is in its development stage with no revenues to date. The majority of the activities to date have revolved around defining requirements from residential title abstractors in the Kansas City area to determine the value proposition of a consolidated title start website business. In the title insurance business, abstractors are required to research any and all encumbrances on specific properties which are in the process of being refinanced or sold. This search is completed by merging data from a variety of sources, some online and some in log books physically maintained by local governmental entities and private production plants. The research results are then compiled into a commitment of title insurance which is submitted to the entity requesting the information. The Company intends to develop a central repository for title starts and plans to deliver two categories of products - title starts and a title search template - along with a tips and tools area via the Company's website. The website will have the functionality to manage new title search findings based on unique user identification to facilitate order processing, to offer remote storage and minimize redundant data entry. Users will also have the ability to shop for existing title starts and utilize innovative search techniques to expedite their search.

Mark DeFoor, the primary founder of the Company, is also a Director, President and Chief Executive Officer. 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. The Company's registration of the Shares is intended to provide title abstractors an incentive to become a part of the Company through acquiring shares in a company for which there is a potential market to sell the Shares. While the registration of its Shares is for the purpose of creating a public market, there is no guarantee that a public market will ever exist for the Company's Shares or that, if developed, can be sustained.

## **The Offering**

### ***Securities Being Offered***

The Company is offering for sale a minimum of 200,000 and a maximum of 900,000 shares of its common stock.

### ***Initial Offering Price***

The Offering Price is \$0.25 per Share. The Offering Price was determined arbitrarily by the Company.

### ***Terms of the Offering***

The Shares will be sold through the efforts of our officers and directors beginning on the date this registration statement is declared effective by the SEC.

### ***Termination of the Offering***

The Offering will conclude on June 30, 2008 unless extended for an additional 30 days. We may, in our sole discretion, terminate the Offering prior to the end of the Offering Period for any reason whatsoever.

### ***Risk Factors***

The securities offered hereby involve a high degree of risk and should not be purchased by investors who cannot afford the loss of their entire investment. See “Risk Factors” beginning on page 7.

### ***Common Stock Issued And Outstanding Before Offering***

3,100,000 shares of our common stock are issued and outstanding as of the date of this Prospectus.

### ***Common Stock Issued And Outstanding After Offering***

Upon completion of the Offering, we will have 4,000,000 shares of common stock issued and outstanding if we sell all of the Shares offered in this Offering.

### ***Use of Proceeds***

The Company will use the net proceeds from the Offering substantially for general corporate purposes primarily in the areas of marketing, advertising, promotion, acquiring relationships and general working capital.

## **Summary Financial Information**

<b>Balance Sheet Data</b>	<b>12/31/07</b>
Cash	\$ 25,000
Total Assets	\$ 25,000
Liabilities	\$ 20,000
Total Stockholders' Equity	\$ 5,000

**Statement of Loss and Deficit**  
**From Incorporation on November 13, 2007**  
**To December 31, 2007**

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Revenue	\$ 0
Net Loss and Deficit	\$ 572

**Risk Factors**

*You should carefully consider the risks and uncertainties described below and the other information in this Prospectus before deciding whether to invest in the Shares we are offering. The risks described below are not the only ones we will face. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our financial performance and business operations. If any of these risks actually occur, our business and financial condition or results of operation may be materially adversely affected, the trading price of our common stock could decline and you may lose all or part of your investment. We make various statements in this section which constitute "forward-looking" statements under Section 27A of the Securities Act.*

**Risks Related to Our Company**

**Purchasers may have difficulty evaluating the Company's business because of the absence of any operating history.**

The Company was incorporated on November 13, 2007, and to date, we have been involved primarily in organizational activities. The Company has no revenue history, no operating history and has not delivered any products or product-related services to customers. Potential investors should be aware of the difficulties normally encountered by development stage companies and the high rate of failure of such enterprises. There is no guarantee that we will commence business operations or that our business operations will be profitable. For this reason, investors are encouraged to review the Company's financial information and prospects, to have discussions with representatives of the Company and to engage professional advisors to evaluate an investment in the Company.

**If we do not obtain additional financing, our business will fail.**

Our business plan calls for ongoing expenses in connection with the development of the business of the Company. We have not generated any revenue from operations to date. We may not be able to implement our business plan without obtaining additional financing. If this financing is not available or obtainable, investors may lose a substantial portion or all of their investment. If adequate funds are not available to satisfy our immediate or intermediate capital requirements, we will limit our operations significantly. There can be no assurance that such additional financing will be available to us on acceptable terms, or at all. The most likely source of future funds presently available to us is through the sale of additional shares of common stock, which could result in dilution to existing shareholders.

**The Company has a lack of profit and uncertain profit outlook.**

The Company has no history in operating its business on which to evaluate the Company and its prospects. If customers do not adopt the Company's products and services due to the Company's operating history, the Company's profits will be significantly and negatively affected. The Company's prospects must be considered in light of the risks, uncertainties, expenses and difficulties frequently encountered in this context.

**If the Company does not generate sales in a timely manner, the Company may run out of cash.**

The Company's business plan is dependent on sales and provides that such sales will commence in the third quarter of 2008. The Company will hire staff and incur recurring expenses and plans to increase staffing and expense levels in anticipation of revenues. In the event that revenues do not occur in a timely manner, the Company will need to dramatically reduce costs and may run out of cash.

**If the market chooses to buy competitive products and services, the Company will not be financially viable.**

Although the Company believes that its products will be of commercial usefulness, there is no verification by the marketplace that the Company's products and services will be purchased by customers. If the market chooses to buy competitive products and services, it may be more difficult for the Company to be profitable and the Company's business would be substantially harmed. The Company believes that the purchase of its products is also highly dependent on perceptions of risk, financial viability of the Company, ability to provide related services and support, and other factors including brand perception, references, and commercial linkage between these sales and other products and services. If the Company is not able to manage these perceptions, it may not be able to meet its forecasts and projections.

**The Company's competitors are larger and have greater resources, giving them the ability to utilize commercial practices that prevent customers from buying the Company's products and services.**

The Company's competitors are larger and have resources greater than those of the Company; therefore, there can be no assurance that potential customers will buy from the Company, as opposed to the Company's competitors. If potential customers do not buy from the Company, the Company's business would be significantly harmed. Competitors may also have greater leverage and stronger relationships with their customers, as well as the ability to offer lower prices, which could affect the Company's ability to procure customers or cause customers to change vendors.

**The Company's results may fluctuate significantly.**

The Company's revenue projections are based largely on projections.

**The Company is reliant on senior management.**

The Company believes that its success is significantly dependent upon the continued participation and collective skills of the executive officers. In addition, certain knowledge and skills possessed by executive officers and key Company employees may not be able to be replaced quickly or at all. Members of senior management are under no obligations to remain with the Company. If several senior management members do not remain with the Company, the Company's business would be significantly harmed.

**The Company plans significant expenses for research and development.**

The Company's market is characterized by rapidly changing technologies and evolving industry standards. The Company plans to incur significant research and development expenses intended to adapt and expand to this evolving industry and achieve competitive advantage. If the Company does not generate sufficient profit, the business could be harmed. If it is necessary to raise additional funds to pay for further research and development through the issuance of equity securities, the current stockholders would be diluted and their interests might become subordinate to the rights and preferences of the holders of new equity securities.

**The Company has an uncertain ability to meet future cash needs.**

It is likely that the Company will need additional financing in the future, either as a result of adverse developments, or as a result of rapid growth or volatility in business levels or business conditions. If such financing is unavailable, it could have a serious adverse effect on the Company's ability to survive.

**The Company must develop delivery and support infrastructure to be viable in the market.**

The Company is in an early stage of development, and if the Company does not develop the necessary infrastructure to support its customers, its business could suffer or fail.



**The Company's business plan is highly sensitive to many factors, and thus Company performance is not easily predictable.**

The title insurance industry is sensitive to many factors, including competition with larger companies, market demand, research and development expenditures, and the ability to stay competitive in the industry. Given these and other market factors, the Company cannot predict with certainty its short- and long-term performance and profitability. In addition, even if the Company achieves profitability, given these many factors affecting the Company's business, the Company may not be able to maintain profitability in the future.

**If the Company does not manage growth effectively, the Company's business could be harmed.**

Resource infrastructure and geographic expansion will be required to realize the Company's growth strategy. Operations growth will place significant demands on the management and other resources of the Company, which demands are likely to continue. To manage future growth, the Company will need to continue to attract, hire and retain highly skilled and motivated officers, managers and employees for:

1. Sales, marketing, business development and customer service;
2. Technical support, software development and integration;
3. Operational and financial management; and
4. Training, integrating and managing the growing employee base.

The Company may not be successful in selecting, managing or expanding its operations and markets or maintaining adequate management, financial and operating systems and controls. The Company may not be able to achieve desired geographic expansion without additional investment.

**Experience of management may not be adequate to achieve projections.**

While Company's officers have history and experience in the title industry, there is no guarantee that such experience will ensure that they are able to reach the Company's projections.

**Any additional financing through sales of our common stock will result in dilution to existing shareholders.**

We will require additional capital in order to achieve our business plan. Our most likely source of additional capital will be through the sale of additional shares of common stock. The sale of additional shares of common stock will result in dilution to our existing stockholders and will negatively affect the value of an investor's Shares.

#### **Risks Related To the Title Insurance Industry**

**The title insurance industry is intensely competitive, and if the Company fails to successfully compete in this industry, its market share and business will be harmed.**

The markets for the products and services offered by the Company are intensely competitive and characterized by rapidly changing technology, evolving regulatory requirements and changing consumer demands. Large companies may at any time attain positions of competitive advantage that the Company will find difficult to counteract.

There can be no assurance that the Company will be able to successfully compete with any current or potential providers of products and services competitive with those of the Company.

**The Company's success depends, in part, on its ability to protect, develop and secure proprietary information and intellectual property.**

Although the Company intends to pursue protection of its intellectual property, there is no assurance that such protection will be available or sufficient to preclude competition. Competitors may develop similar or superior products, software, business models and intellectual property. This could have serious impact on the ability of the Company to succeed. If the Company fails to protect, develop and secure proprietary information and intellectual property, the value of the Company could be impaired.

**If the Company is unable to adapt to the rapid technological change in its industry, the Company will not remain competitive and its business will suffer.**

The Company's market is characterized by rapidly changing technologies and evolving industry standards. The recent growth of the Internet and intense competition in the industry exacerbate these market characteristics. The Company's future success will depend on the Company's ability to adapt to rapidly changing technologies by continually improving the features and reliability of its products. The Company may experience difficulties that could delay or prevent the successful introduction or marketing of new products and services. In addition, new enhancements must achieve significant market acceptance. The Company could also incur substantial costs if the Company needs to modify its service or infrastructures or adapt its technology to respond to these changes.

**The title insurance industry is subject to natural fluctuation.**

The title business is seasonal for purchase transactions and depends largely on interest rates in connection with refinance transactions. It is likely that the Company will be subject to these same types of performance fluctuations.

#### **Risks Related To Regulations**

**The Company's failure to comply with existing regulations and future regulations could subject the Company to penalties.**

The Company will provide products and services in multiple jurisdictions. Any failure of the Company to comply with existing regulations or regulations adopted in the future in those jurisdictions could subject the Company to penalties. Compliance matters could also increase the Company's costs and affect the Company's ability to meet its projections. The Company will assess regulations and requirements of certain jurisdictions for its products and may need to retain outside experts in order to ensure compliance. While the Company does not believe that its current structure will require it to obtain insurance licenses or other types of licenses, it is possible that state insurance commissions would take an alternate view, which could subject the Company to penalties and fines and require the Company to go through the costly and time-consuming licensing application process in each such jurisdiction which takes the position that the Company must hold an insurance license therein.

#### **Risks Related To Customers**

**The Company's products are not yet proven with customers.**

Until the Company has finished developing its products, there is uncertainty regarding the products' acceptability to customers and as a result, their viability within the customers' sales channels. In the event that acceptance is delayed, or in the event that customers promote competitive products, the Company would be seriously harmed.

#### **Risks Related To Purchase and Ownership of Stock**

**The Offering Price of the Shares is arbitrary.**

The price of the Shares has been determined arbitrarily by the Company and bears no relationship to the Company's assets, book value, potential earnings or any other recognized criteria of value.

**The Company has a lack of dividend payments.**

The Company has no plans to pay any dividends in the foreseeable future.

**Certain Company actions and the interests of stockholders may differ.**

The voting control of the Company could discourage others from initiating a potential merger, takeover or another change of control transaction that could be beneficial to stockholders. As a result, the value of stock could be harmed. Purchasers should be familiar with the equity breakdowns among stockholders of the Company.

**The Company's management team will have broad discretion over the use of proceeds.**

The Company's management will retain broad discretion as to the allocation of the proceeds of this Offering, and the Company may not be able to invest these proceeds to yield a significant return.

**Purchasers will experience immediate and substantial book value dilution.**

The price of the Shares offered hereunder is expected to be substantially higher than the net tangible book value of each outstanding share of stock. Investors who purchase Shares in this Offering will suffer immediate and substantial dilution.

**The Company may be subject to rights of preferred stockholders including mandatory redemption.**

At some point in the future, the Company may authorize and issue preferred stock. The rights attached to preferred shares could affect the Company's ability to operate, which could force the Company to seek other financing. Such financing may not be available on commercially reasonable terms or at all and could cause substantial dilution to existing stockholders.

**Our Common Stock may be subject to "penny stock" rules which may be detrimental to investors.**

The SEC has adopted regulations which generally define "penny stock" to be any equity security that has a market price (as defined) of less than \$5.00 per share or an exercise price of less than \$5.00 per share. Such securities are subject to rules that impose additional sales practice requirements on broker-dealers who sell them. For transactions covered by these rules, the broker-dealer must make a special suitability determination for the purchaser of such securities and have received the purchaser's written consent to the transaction prior to the purchase. Additionally, for any transaction involving a penny stock, unless exempt, the rules require the delivery, prior to the transaction, of a disclosure schedule prepared by the SEC relating to the penny stock market. The broker-dealer also must disclose the commissions payable to both the broker-dealer and the registered representative, current quotations for the securities and, if the broker-dealer is the sole market-maker, the broker-dealer must disclose this fact and the broker-dealer's presumed control over the market. Finally, among other requirements, monthly statements must be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks. As the Shares immediately following this Offering will likely be subject to such penny stock rules, purchasers in this Offering will in all likelihood find it more difficult to sell their Shares in the secondary market.

**We have the right to issue up to 75,000,000 shares of preferred stock, which may adversely affect the voting power of the holders of other of our securities and may deter hostile takeovers or delay changes in management control.**

We may issue up to 75,000,000 shares of our preferred stock from time to time in one or more series, and with such rights, preferences and designations as our board of directors may determine from time to time. To date, we have not issued any shares of preferred stock. Our board of directors is authorized to fix the dividend rights and terms, conversion rights, voting rights, redemption rights, liquidation preferences and other rights and restrictions relating to any series of our preferred stock. Issuances of shares of preferred stock, while providing flexibility in connection with possible financings, acquisitions and other corporate purposes, could, among other things, adversely affect the voting power of the holders of our common stock and may, under certain circumstances, have the effect of deterring hostile takeovers or delaying changes in management control.

## **Forward Looking Statements**

*This Prospectus contains projections and statements relating to Company that constitute "forward-looking statements." These forward-looking statements may be identified by the use of predictive, future-tense or forward-looking terminology, such as "intends," "believes," "anticipates," "expects," "estimates," "may," "will," or similar terms. Such statements speak only as of the date of such statement, and the Company undertakes no ongoing obligation to update such statements. These statements appear in a number of places in this Prospectus and include statements regarding the intent, belief or current expectations of the Company, and its respective directors, officers or advisors with respect to, among other things: (1) trends affecting the Company's financial condition, results of operations or future prospects, (2) the Company's business and growth strategies and (3) the Company's financing plans and forecasts. Potential investors are cautioned that any such forward-looking statements are not guarantees of future performance and involve significant risks and uncertainties, and that, should conditions change or should any one or more of the risks or uncertainties materialize or should any of the underlying assumptions of the Company prove incorrect, actual results may differ materially from those projected in the forward-looking statements as a result of various factors, some of which are unknown. The factors that could adversely affect the actual results and performance of the Company include, without limitation, the Company's inability to raise additional funds to support operations and capital expenditures, the Company's inability to effectively manage its growth, the Company's inability to achieve greater and broader market acceptance in existing and new market segments, the Company's inability to successfully compete against existing and future competitors, the Company's reliance on independent manufacturers and suppliers, disruptions in the supply chain, the Company's inability to protect its intellectual property, other factors described elsewhere in this Prospectus, or other reasons. Potential investors are urged to carefully consider such factors. All forward-looking statements attributable to the Company or persons acting on its behalf are expressly qualified in their entirety by the foregoing cautionary statements and the "Risk Factors" described herein.*

## **Use of Proceeds**

Assuming 200,000 Shares are subscribed for in this Offering, and after netting anticipated Offering expenses, the net proceeds from the sale of the Shares will be approximately \$30,000. The Company intends to use the net proceeds from the Offering substantially for general corporate purposes primarily in the areas of marketing, advertising, promotion, acquiring relationships with title abstractors and title agencies and general working capital. We believe these proceeds will be sufficient to fund our operations for a period of six months. Set forth below is the Company's proposed use of proceeds assuming the sale of all of the Shares offered hereunder:

### **Working Capital**

The Company plans to hire employees with technical expertise to refine its products and services. Working capital will support personnel costs as well as the general administration and management of the Company's start-up phase.

### **Research and Development**

The Company anticipates continuing its research and development efforts to enhance its sales and market position by developing an electronic central title starts repository. Proceeds of this Offering will support the Company's ongoing research and development efforts.

### **Marketing/Advertising/Promotion**

The Company expects to explore the most advantageous means of marketing, advertising and promotion of the Company's products and services. The funds generated from this Offering will support the Company's marketing strategies.

Because of the number and variability of factors that determine the use of the net proceeds from this Offering, we cannot assure you that the actual uses of the net proceeds from this Offering will not vary substantially from our currently planned uses. Pending use of the net proceeds from this Offering, we intend to invest the net proceeds from this Offering in money market accounts at insured institutions.

## **Determination of Offering Price**

Prior to this Offering, there has been no market for our common stock. The Offering Price of the Shares offered hereunder was arbitrarily determined by the Company and bears no direct relationship to the value of our assets, book value, net worth, historical or prospective earnings, actual results of operations, trading price of our stock, or any other recognized criteria of value. The Offering Price of the Shares should not be considered as an indication of the actual or trading value of a share of our common stock.

## **Plan of Distribution**

### **General**

There is no public market for our common stock. Therefore, the current and potential market for our common stock is limited and the liquidity of our shares may be severely limited. To date, we have made no effort to obtain listing or quotation of our securities on a national stock exchange or association. We have not identified or approached any broker/dealers with regard to assisting us to apply for such listing. We are unable to estimate if or when we expect to undertake this endeavor. No market may ever develop for our common stock, or if developed, may not be sustained in the future. Accordingly, the Shares should be considered totally illiquid, which inhibits investors' ability to sell their Shares. The market price of the Shares of common stock is likely to be highly volatile and may be significantly affected by factors such as actual or anticipated fluctuations in the Company's operating results, announcements of technological innovations, new products and/or services or new contracts by the Company or its competitors, developments with respect to copyrights or proprietary rights, adoption of new accounting standards or regulatory requirements affecting the insurance business, general market conditions and other factors. In addition, the stock market from time to time experiences significant price and volume fluctuations that may adversely affect the market price for the Company's common stock.

### **The Offering**

The Company is offering to sell up to 900,000 Shares pursuant to the terms of this Prospectus in a self-underwritten direct public offering, without any participation by underwriters or broker-dealers. The Offering Price is \$0.25 per Share. The Offering Period will begin on the date this registration statement is declared effective by the Securities and Exchange Commission and continue until 5:00 P.M. Local Time, on June 30, 2008. We may extend the Offering Period for an additional 30 days unless the Offering is completed within the Offering Period. We may, within our sole discretion, terminate the Offering prior to the end of the Offering Period. The closing of the Offering and the disbursement of funds are conditioned upon our receipt of subscriptions aggregating no less than \$50,000. The minimum dollar amount of Shares that may be purchased by any subscriber is \$1,250, unless the Company waives this minimum dollar requirement.

Until the Company receives and accepts subscriptions for a minimum of \$50,000, all subscription funds will be held by the Company in a separate escrow account. If subscriptions for at least \$50,000 have not been received before the expiration of the Offering Period, including any extensions, all subscription funds will be returned to the subscribers, without any interest earned on the funds. If an investor subscribes for at least \$1,250 and its subscription is accepted by Company, the subscription funds, together with any interest earned on the funds, will be drawn upon and used by the Company following the closing of the Offering.

The affiliates, officers, directors, employees and stockholders of the Company reserve the right at their option to purchase Shares, but all such purchases shall be without discount and at the full Offering Price per Share. Any such purchase will be counted in determining if the Minimum Offering Amount has been satisfied.

Shares will be sold through the efforts of the officers and directors of the Company. There will be no participation by underwriters or broker-dealers. The Shares will be qualified or registered for sale under the "blue sky" laws of certain states. The states in which the Company currently plans to offer the Shares include California, Florida, Kansas, Missouri and Nevada.

### **Expenses of Offering**

The Company will pay all of the costs and expenses in connection with the Offering, including but not limited to all expenses incurred to prepare, reproduce or print this Prospectus, legal expenses and other expenses incurred in qualifying the Offering for sale under federal securities laws and applicable state securities, or "blue sky," laws. It is estimated that the expenses of the Offering will not exceed \$20,000.

## Subscription Procedures

If after carefully reviewing and studying this Prospectus, you desire to purchase Shares, you must do the following:

- (1) Complete, execute, date and deliver to us the Subscription Agreement which accompanies this Prospectus.
- (2) Forward the Subscription Agreement to Carol McMahan, Synergy Law Group, LLC, 730 West Randolph, Suite 600, Chicago, IL 60661, with a check payable to "Title Starts Online, Inc." in an amount equal to the total purchase price for the number of Shares you desire to purchase.

All funds received in connection with the sale of the Shares shall be held in an escrow account in an insured institution.

## Right to Reject Subscriptions

We have the right to accept or reject subscriptions in whole or in part for any reason or for no reason. We will return all monies from rejected subscriptions to the subscriber without interest or deduction.

## Legal Proceedings

There are no pending, nor to our knowledge threatened, legal proceedings against the Company.

## Directors and Officers

The directors of the Company hold office for annual terms and will remain in their positions until successors have been elected and qualified. The officers are appointed by the board of directors of the Company and hold office until their death, resignation or removal from office. The ages, positions held, and duration of terms of the directors and executive officers are as follows:

Name	Age	Position
Mark DeFoor	36	Director, President and Chief Executive Officer
Melissa Yarnell	40	Secretary and Director

### Mark DeFoor, Director, President, Chief Executive Officer:

Mark DeFoor is a Director, President and Chief Executive Officer of Title Starts Online, Inc. Mr. DeFoor earned a Bachelor's of Business Administration (1993) and a Master's of Business Administration (1995) from the University of Missouri at KC. Mr. DeFoor's previous experience includes the development of the National Association of Insurance Commissions Central Repository of Producer Agents as well as the purchase, operation and sale of several title insurance companies.

### Melissa Yarnell, Secretary and Director:

Melissa Yarnell is a Director and Secretary of Title Starts Online, Inc. Mrs. Yarnell attended Kansas City Kansas Community College and has been in the title insurance business since 1990. From 1990 to 1994 Mrs. Yarnell served as an Escrow Closer at ATI/American Land Title Agency and from 1994 to 2003 served as Escrow Manager of Nations Title Agency, Inc. Mrs. Yarnell is currently the Vice President of Escrow Services for Capital Title Agency, Inc. in Kansas City, MO.

## Term of Office

Our directors are appointed for one-year terms to hold office until the next annual meeting of our shareholders or until removed from office in accordance with our By-Laws. Our officers are appointed by our board of directors and hold office until removed by the board.

## Director Independence

Our determination of independence of directors is made using the definition of “independent director” contained under Rule 4200(a)(15) of the Rules of the Financial Industry Regulatory Authority (“FINRA”). However, we are not at this time required to have our board comprised of a majority of “independent directors” because we are not subject to the listing requirements of any national securities exchange or national securities association.

## Employees

At the present time, we have no paid employees. Mark DeFoor, our President and Chief Executive Officer, is currently managing the start-up operations of the Company without compensation.

## Beneficial Ownership

The following table sets forth certain information as of December 31, 2007 with respect to the beneficial ownership of the outstanding common stock of the Company 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. Unless otherwise indicated below, the persons and entities named in the table have sole voting and sole investment power with respect to all shares beneficially owned. The percentage of class is based on 3,100,000 shares of common stock issued and outstanding as of the date of this Prospectus. Unless otherwise indicated below, the address for each individual is 7007 College Boulevard, Suite 270, Overland Park, KS 66211.

Name and Address of Beneficial Owner	Amount of Beneficial Ownership	Percentage of Class
Mark DeFoor	3,100,000	100%
Melissa Yarnell	0	0
Directors and Executive Officers as a Group (2 persons)		100%

## Description of Securities

The following statements are qualified in their entirety by reference to the detailed provisions of our Articles of Incorporation and By-Laws. The Shares registered pursuant to the registration statement of which this prospectus is a part are shares of common stock, all of the same class and entitled to the same rights and privileges as all other shares of common stock.

## Capital Stock

The authorized capital stock of the Company is 500,000,000 shares of capital stock, consisting of 425,000,000 shares of common stock with full voting rights and with a par value of \$0.001 per share, and 75,000,000 shares of preferred stock, with a par value of \$0.001 per share (the “Preferred Stock”).

Preferred Stock may be issued from time to time in one or more series with such designations, preferences and relative participating, optional or other special rights and qualifications, limitations or restrictions thereof, as shall be provided by Board resolution authorizing the issuance of such Preferred Stock or series thereof; and the Board is vested with authority to fix such designations, preferences and relative participating, optional or other special rights or qualifications, limitations, or restrictions for each series, including the power to fix the redemption and liquidation preferences, the rate of dividends payable and the time for and the priority of payment thereof and to determine whether such dividends shall be cumulative or not and to provide for and fix the terms of conversion of such Preferred Stock or any series thereof into the common stock of the Company and fix the voting power, if any, of shares of Preferred Stock or any series thereof.

As of December 31, 2007, there were 3,100,000 shares of common stock issued outstanding. There are no outstanding shares of Preferred Stock.

As of December 31, 2007, there was one (1) holder of record of the Company's common stock, who is an affiliate of the Company.

### **Options and Warrants**

There are no outstanding options or warrants or other securities that are convertible into our common stock.

### **Voting Rights**

Each shareholder is entitled to one (1) vote for each share of voting stock. Shareholders are not entitled to cumulative voting rights.

### **Dividend Policy**

We intend to retain and use any future earnings for the development and expansion of our business and do not anticipate paying any cash dividends in the foreseeable future.

### **Transfer Agent**

The transfer agent for our common stock will be Empire Stock Transfer Inc. upon completion of this Offering. Its address and telephone number are 2470 Saint Rose Pkwy, Suite 304, Henderson, NV 89074, 702.818.5898. Until the present time, we have acted as our own transfer agent and registrar.

### **Penny Stock Regulation**

The SEC has adopted regulations which generally define "penny stock" to be any equity security that has a market price (as defined) of less than \$5.00 per share or an exercise price of less than \$5.00 per share. Such securities are subject to rules that impose additional sales practice requirements on broker-dealers who sell them. For transactions covered by these rules, the broker-dealer must make a special suitability determination for the purchaser of such securities and have received the purchaser's written consent to the transaction prior to the purchase. Additionally, for any transaction involving a penny stock, unless exempt, the rules require the delivery, prior to the transaction, of a disclosure schedule prepared by the SEC relating to the penny stock market. The broker-dealer also must disclose the commissions payable to both the broker-dealer and the registered representative, current quotations for the securities and, if the broker-dealer is the sole market-maker, the broker-dealer must disclose this fact and the broker-dealer's presumed control over the market. Finally, among other requirements, monthly statements must be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks. As the Shares immediately following this Offering will likely be subject to such penny stock rules, purchasers in this Offering will in all likelihood find it more difficult to sell their Shares in the secondary market.

### **Interests of Named Experts and Counsel**

No expert or counsel named in this prospectus as having prepared or certified any part of this prospectus or having given an opinion upon the validity of the securities being registered or upon other legal matters in connection with the registration or offering of the Shares was employed on a contingency basis, or had, or is to receive, in connection with the Offering, a substantial interest, direct or indirect, in the Company, nor was any such person connected with the Company as a promoter, managing or principal underwriter, voting trustee, director, officer or employee.



## **Disclosure of Commission Position on Indemnification for Securities Act Liabilities**

Our Articles of Incorporation and By-Laws provide for the indemnification of Company officers and directors in regard to their carrying out the duties of their offices. We have been advised that in the opinion of the SEC indemnification for liabilities arising under the Securities Act is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than payment by the Company of expenses incurred or paid by a director, officer or controlling person of the Company in the successful defense of any action, suit or proceeding) is asserted by one of our directors, officers or controlling persons in connection with the securities being registered, we will, unless in the opinion of our legal counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by us is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

### **Description of Business**

#### **Company Overview**

Title Starts Online, Inc. is a corporation, incorporated in the State of Nevada on November 13, 2007. The Company's principal offices are currently located at 7007 College Boulevard, Suite 270, Overland Park, KS 66211. Our telephone number there is 913.832.0072. Our fax number is 913.747.3001. All operations, from administration to product development, take place at this location. The Company occupies space within a customer facility owned by our President and Chief Executive Officer, Mark DeFoor, for which it currently pays no rent. There is no obligation for or guarantee that this arrangement will continue in the future.

The Company is in its development stage with no current revenues to date. The majority of the activities to date have revolved around defining requirements from residential title abstractors in the Kansas City area to determine the value proposition of a consolidated title start website business. In the title insurance business, abstractors are required to research any and all encumbrances on specific properties which are in the process of being refinanced or sold. This search is completed by merging data from a variety of sources, some online and some in log books physically maintained by local governmental entities and private production plants. The research results are then compiled into a commitment of title insurance which is submitted to the entity requesting the information.

#### **Organizational Structure**

Our President and Chief Executive Officer, Mark DeFoor, is the only individual currently participating in the Company's start-up activities. At present, he is contributing less than 10 hours per week to handle the operational business functions including corporate administration and development responsibility.

Upon the successful acquisition of funding or an increase in sales, we plan to expand the current staff by adding employees with technical expertise. We anticipate the cost of each of these technical employment positions to be approximately \$80,000.00 per year, and we may choose to compensate these employees with consideration other than cash, such as shares of common stock or options to purchase shares of common stock.

We expect to hire employees to fill the following positions:

- DBA – Database Administrator
- .Net Systems Developer
- Document Management Specialist

We would also like to retain commissioned sales representatives or partner with national insurance underwriters to cross-sell our services. As sales increase, we will be in a position to add customer service representatives to handle inbound calls, handle setup, and assist in operational troubleshooting.

## **Products and Services**

The mission of the Company is to provide fast and reliable title starts to abstractors of small and large title agencies and underwriters.

The Company intends to develop a central repository for title starts and plans to deliver two categories of products – title starts and a title search template – along with a tips and tools area via the Company’s website. The website will have the functionality to manage new title search findings based on unique user identification to facilitate order processing, to offer remote storage and minimize redundant data entry. Users will also have the ability to shop for existing title starts and utilize innovative search techniques to expedite their search.

The existing inventory of title starts will be indexed by multiple categories. This database-driven approach will allow users the ability to search by a number of separate variables including addresses, names and/or property legal descriptions. The Company will not store any nonpublic information such as social security numbers or dates of birth on the website.

Users will play a unique role in the population of the data on the Company website. As a user places a new title start online, that user will be able to access one of the existing starts placed by another user. Users will then have the capability of ranking the accuracy and completeness of another user’s search.

The Company will use a ranking system for users similar to the ranking system used for sellers on e-bay. Abstractors will be ranked by their peers as to the completeness and accuracy of their searches. If the ranking of an abstractor falls below our pre-determined acceptance level, they will have a “restricted” ranking which will alert purchasers to the quality of the title start requested from a “restricted” user.

## **Startup and Plan of Operation**

The Data Model (Database back-end which houses the physical data logically for efficient access) has entered its second stage of development. We would like to establish an advisory panel of front line abstractors to determine the primary data components. This proof of concept at this stage will allow for a more efficient development phase of version I of the GUI interface.

The GUI (Graphical User Interface) design is pending approval of the Data Model with the advisory panel. We are planning two separate interfaces for the initial launch. The first is the information entry screen which will give abstractors at the plant the ability to upload and utilize a standard process to search title. The second will be a search engine which will give the abstractors the ability to access property information.

Over time, we see a third component to the system. This final component will allow imports from industry standard software through an easy-to-use interface. This component may need to be non-standard as each import would require a small amount of mapping to ensure that the load would match our Data Model. If we are successful in acquiring a large, national agency or underwriter as a business partner, we will elevate the priority of the development of this component.

## **Sales Strategies**

We are currently in the development stage of sales strategies. Initially, it appears that the most cost-effective way to generate sales will be to direct as many users as possible to the Company’s website. The site should be developed in a manner which would allow screens to be exported to media for distribution.

## **Technology / Platform**

The web real estate of titlestarts.com is currently being developed utilizing the following products offered remotely by godaddy.com:

Database: SQLServer

GUI: Microsofts .net framework

Both products run on the Microsoft's Server platform.

Godaddy.com is also hosting the Company's email services and storage of information.

### **Future Products and Services**

As the use of the website grows, the repository of information will become increasingly valuable and, in turn, marketable. Real estate property-related entities, such as property and casualty insurers, home improvement businesses and pest control companies, will be able to see what starts have been viewed and, therefore, ascertain the identity of the properties being transferred.

We also see a cross-marketing potential with the American Land Title Association wherein the website could provide continuing education to abstractor members who use the product. The Company website could easily provide an online tutorial on proper search methods which would promote good practices and which could potentially reduce claims against agencies and underwriters.

### **Market Needs**

Abstractors, also known as searchers, spend a significant portion of their time searching paper documents in local county offices or production plants. Production plants are repositories for real estate property records where plant members have the ability to view information. These production plants are expensive to maintain and are used exclusively by medium or large title agencies and underwriters. The Company intends to offer to small and large title agencies and underwriters electronic access to the same information which is available at production plants. This will allow all abstractors the ability to acquire title starts on a transaction fee basis.

An electronic central title start repository offers the potential for an enormous reduction in the time involved in research by abstractors. The online repository would allow the work of an already researched property to be reutilized for a small transaction fee.

### **Market Trends**

Almost every insurance agency and underwriter in the title industry is intensely interested in the developments in and benefits of technological advances in the industry. These companies are developing brand specific applications to speed the delivery of title commitments to market. While they are spending tremendous amount of time and money on these systems, the systems themselves are not benefiting the front line abstractors.

It is our thought that the future will bring a consolidation of information across agencies and underwriters. Such a vehicle does not currently exist, and the Company hopes to be in a position to offer a central repository of property information to all abstractors eliminating travel and search time in many areas.

### **Market Growth**

Business in all aspects of the real estate industry has constricted over the past year. Mortgage applications have declined, and the ability of the mortgage professionals to place those applications has also declined. Most mortgage lenders have either closed or tightened the guild lines associated with placing the loans.

Title Starts Online, Inc can utilize this time to create, implement and market our solution. The Company hopes that when an upswing in the real estate market occurs, it will be in a position to capture market share.

## **Competition**

The title industry does not currently have a public online resource for title starts. Information is fragmented between legacy log books within local county records and company records within a variety of insurance agencies and underwriters.

The primary competition will be our customers themselves. As a title insurance agency searches a property, the “title start” or searched information is saved within a customer’s file. This record can be either a physical paper file or an image of the documents stored electronically. If, by chance, a title company is asked to research the property again, then the old customer file is opened and the title start will be utilized. In most cases, customers are not in the position of having multiple searches on the same property.

Some title agencies currently have an internal system which will access county records remotely and import them into their system. This system requests new searches from the county each time a property is searched. A system of this type would require data mapping for every county in the United States which is currently web enabled.

## **Management's Discussion and Analysis or Plan of Operation**

The following discussion of our financial condition and plan of operation should be read in conjunction with the information included elsewhere in this prospectus. This discussion includes forward-looking statements that involve risks and uncertainties. As a result of many factors, such as those set forth under “*Risk Factors*” and elsewhere in this prospectus, our actual results may differ materially from those anticipated in these forward-looking statements. The Company has not included audited financial statements, because the funds of the Company consist solely of the amount received from the stock subscription of its sole shareholder and a loan made or to be made to the Company from its sole shareholder. The Company has no, and since its incorporation has had no, operations or revenue.

### **Plan of Operation**

We are a start-up company and have not yet generated or realized any revenues from our business operations.

### **Limited Operating History; Need for Additional Capital**

There is no historical financial information about us upon which to base an evaluation of our performance. We are in the start-up phase of development, have not generated any revenues from operations and cannot guarantee we will be successful in our business operations.

### **Liquidity and Capital Resources**

We are attempting to raise money from this Offering to generate cash to begin operations. As of December 31, 2007, our total assets were \$25,000, and our total liabilities were \$20,000.

### **Important Assumptions**

The recent downturn in the mortgage refinance market has significantly reduced the number of transactions we believe will be able to be performed. Although the numbers of transactions are not expected to be as high as in recent years, the quantity of companies requiring our product will also decrease. This reduction in the number of companies in the market will make it easier for market penetration and standardization of data inputs.

## Projected Profit and Loss

All numbers in (\$)

	2008	2009	2010	2011	2012
Revenue		336,000	840,000	4,200,000	6,400,000
Payroll, Taxes and Benefits	23,940	121,980	225,720	964,440	1,162,800
Contract Programming		24,000	48,000	96,000	96,000
Sales & Marketing	93,500	186,000	332,500	651,500	871,500
Leased Equipment	3,000	12,000	12,000	61,000	46,000
Legal & Accounting	12,000	26,000	24,000	10,400	24,000
Online Services	2,200	2,200	2,600	3,800	3,800
Telephone & Internet	4,200	4,200	4,200	4,200	4,200
Office Supplies	6,000	7,500	9,000	16,000	24,000
Insurance	1,000	1,000	1,500	12,000	24,000
Profit / (Loss)	(145,840)	(48,880)	180,480	2,380,660	4,143,700

### Revenue

1. Market Research indicates a price point of \$2.00 per start.
2. In an effort to populate the database, there will be no charge for starts for 2008.
3. 2009 revenue represents four regional markets operating at 3,500 title start searches per month.
4. 2010 revenue represents ten regional markets operating at 5,000 title start searches per month.
5. 2011 revenue represents thirty regional markets operating at 5,000 title start searches per month.
6. 2012 revenue represents 45 regional markets operating at 5,000 title start searches per month.

### Description of Property

The Company owns no real estate. Title Starts Online, Inc. is currently utilizing space within a customer facility in Overland Park, KS. The facility is owned by our President and Chief Executive Officer, Mark DeFoor, and the Company presently pays no rent to occupy the space. There is no obligation for or guarantee that this arrangement will continue in the future.

The website is co-located with www.godaddy.com to insure favorable service times while offering the flexibility of increasing data storage and bandwidth without the delay of acquisition and installation of owned services. When revenues and/or raised capital allows, a development environment will be created within the physical location to speed access. Long term, the Chief Technology Officer will make a determination as to the operational location of the production website.

### Certain Relationships and Related Transactions

Since inception, the following transactions were entered into with our shareholders.

Our sole shareholder, Mark DeFoor, acquired his shares with the intent to hold the shares for investment purposes and not with a view to further resale or distribution, except as permitted under exemptions from registration requirements under applicable securities laws.

The certificates were issued with restrictive legends with respect to the issuance of securities pursuant to exemptions from registration requirements under the Securities Act.

Our sole shareholder, Mark DeFoor, has agreed to loan up to \$25,000 to the Company as needed to aid start-up of Company operations pending receipt of proceeds from this Offering. Any such loan will be made on commercially reasonable terms and will be documented by a promissory note.

## **Market for Common Equity and Related Stockholder Matters**

### **No Public Market for Common Stock**

There is no public market for our common stock. Therefore, the current and potential market for our common stock is limited and the liquidity of our shares may be severely limited. To date, we have made no effort to obtain listing or quotation of our securities on a national stock exchange or association. We have not identified or approached any broker/dealers with regard to assisting us to apply for such listing. We are unable to estimate if or when we expect to undertake this endeavor. No market may ever develop for our common stock, or if developed, may not be sustained in the future. Accordingly, our shares should be considered totally illiquid, which inhibits investors' ability to sell their Shares. The market price of the Shares of common stock is likely to be highly volatile and may be significantly affected by factors such as actual or anticipated fluctuations in the Company's operating results, announcements of technological innovations, new products and/or services or new contracts by the Company or its competitors, developments with respect to copyrights or proprietary rights, adoption of new accounting standards or regulatory requirements affecting the insurance business, general market conditions and other factors. In addition, the stock market from time to time experiences significant price and volume fluctuations that may adversely affect the market price for the Company's common stock.

### **Shareholders of Our Common Shares**

As of the date of this prospectus, we have one shareholder of record.

### **Rule 144 Shares**

There are currently no outstanding warrants for the purchase of shares of common stock and no shares of common stock reserved under any employee stock option plans. As of the date of this prospectus, 3,100,000 shares of common stock are issued and outstanding. There currently are no shares of common stock or common stock equivalents which can be resold in the public market in reliance upon the safe harbor provisions of Rule 144, as promulgated under the Securities Act of 1933.

Upon the date this Registration Statement becomes effective, a total of 900,000 shares of our common stock will become available for sale to the public. The 3,100,000 shares of common stock outstanding as of the date of this prospectus are considered "restricted securities" because they were issued in reliance upon an exemption from the registration requirements of the Securities Act and not in connection with a public offering. On May 13, 2008 these 3,100,000 shares will become available for resale to the public under Rule 144 under the Securities Act. In general, under Rule 144, as amended and effective February 15, 2008, an affiliate of a reporting company may resell restricted securities after a six-month holding period, subject to the current public information requirements, volume limitations, manner of sale requirements and notice of proposed sale requirements.

As of the date of this prospectus, one person, who is an affiliate, holds 100% of our outstanding shares of common stock.

### **Stock Option Grants**

To date, we have not granted any stock options.

### **Registration Rights**

We have not granted registration rights to any holder of shares of our common stock.

## **Dividends**

There are no restrictions in our Articles of Incorporation or By-Laws that prevent us from declaring dividends. The Nevada Revised Statutes, however, do prohibit us from declaring dividends where, after giving effect to the distribution of the dividend:

1. We would not be able to pay our debts as they become due in the usual course of business; or
2. Our total assets would be less than the sum of our total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of shareholders whose preferential rights are superior to those receiving the distribution.

We have not declared any dividends, and we do not plan to declare any dividends in the foreseeable future.

## **Executive Compensation**

We have not entered into any contracts for employment or alternative compensation for any directors or executive officers. There are also no arrangements or plans to provide retirement, pension or similar benefits. We do not currently have any bonus or incentive plans available. However, stock options may be granted at the direction of the board of directors.

## **Reports to Security Holders**

We have filed with the SEC a Registration Statement on Form SB-2 (including exhibits) under the Securities Act with respect to the shares to be sold in this Offering. This prospectus, which forms part of the registration statement, does not contain all the information set forth in the Registration Statement as some portions have been omitted in accordance with the rules and regulations of the SEC. For further information with respect to our Company and the Shares offered in this prospectus, reference is made to the Registration Statement, including the exhibits filed thereto, and the financial statements and notes filed as a part thereof. With respect to each such document filed with the SEC as an exhibit to the Registration Statement, reference is made to the exhibit for a more complete description of the matter involved. We are not currently subject to the informational requirements of the Securities Exchange Act of 1934 (the "Exchange Act"). As a result of the offering of the Shares of our common stock, we will become subject to the informational requirements of the Exchange Act, and, in accordance therewith, we will file quarterly and annual reports and other information with the SEC and send a copy of our annual report together with audited consolidated financial statements to each of our shareholders. The Registration Statement, such reports and other information may be inspected and copied at the Public Reference Room of the SEC located at 100 F Street, N. E., Washington, D. C. 20549. Copies of such materials, including copies of all or any portion of the Registration Statement, may be obtained from the Public Reference Room of the SEC at prescribed rates. You may call the SEC at 1-800-SEC-0330 to obtain information on the operation of the Public Reference Room. Such materials may also be accessed electronically by means of the SEC's home page on the internet (<http://www.sec.gov>).

**Part II**  
**Information Not Required in Prospectus**

**Item 24. Indemnification of Directors and Officers**

The Company's directors and executive officers are indemnified as provided by the Nevada Revised Statutes and its By-Laws. These provisions state that certain persons (hereinafter called "Indemnitees") may be indemnified by a Nevada corporation pursuant to the provisions of applicable law, namely, any person (or the heirs, executors or administrators of such person) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director, officer, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. The Company will indemnify the Indemnitees in each and every situation where the Company is obligated to make such indemnification pursuant to the aforesaid statutory provisions. The Company will also indemnify the Indemnitees in each and every situation where, under the aforesaid statutory provisions, the Company is not obligated, but is nevertheless permitted or empowered, to make such indemnification. Before making such indemnification with respect to any situation covered under the foregoing sentence, the Company will make a determination as to whether each Indemnitee acted in good faith and in a manner such Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and, in the case of any criminal action or proceeding, had no reasonable cause to believe that such Indemnitee's conduct was unlawful. No such indemnification shall be made (where not required by statute) unless it is determined that such Indemnitee acted in good faith and in a manner such Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and, in the case of any criminal action or proceeding, had no reasonable cause to believe that such Indemnitee's conduct was unlawful.

We have been advised that in the opinion of the SEC indemnification for liabilities arising under the Securities Act is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than payment by the Company of expenses incurred or paid by a director, officer or controlling person of the Company in the successful defense of any action, suit or proceeding) is asserted by one of our directors, officers or controlling persons in connection with the securities being registered, we will, unless in the opinion of our legal counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by us is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

**Item 25. Other Expenses of Issuance and Distribution**

The following table sets forth all estimated costs and expenses payable by the Company in connection with the Offering for the securities included in this registration statement:

SEC registration fee	\$ 9.00
Blue Sky fees and expenses	\$ 4,000.00
Printing and shipping expenses	\$ 391.00
Legal fees and expenses	\$ 10,000.00
Accounting fees and expenses	\$ 5,000.00
Transfer agent and miscellaneous expenses	\$ 600.00
Total	<u>\$ 20,000.00</u>

All expenses are estimated except the SEC filing fee.

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## Item 26. Recent Sales Of Unregistered Securities

In connection with the organization of the Company, the sole shareholder of the Company purchased an aggregate of 3,100,000 shares of Company common stock on November 13, 2007.

The foregoing sale to a director with superior access to all corporate and financial information of the Company was exempt from the registration requirements of the Securities Act on the basis that the transaction did not involve a public offering.

## Item 27. Exhibits

Exhibit No.	Description
3.1	Articles of Incorporation
3.2	By-Laws
4.1	Specimen common stock certificate
5.1	Opinion of Synergy Law Group, LLC
10.1	Subscription Agreement
23.1	Consent of Synergy Law Group, LLC (see Exhibit 5.1)

## Item 28. Undertakings

We hereby undertake:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933.

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and

(iii) To include any additional or changed material information on the plan of distribution.

2. That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time to be the initial bona fide offering thereof.

3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

4. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

5. For determining any liability under the Securities Act of 1933:

(i) we shall treat the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by us under Rule 424(b)(1) or (4) or 497(h) under the Securities Act as part of this registration statement as of the time the Commission declared it effective. For determining any liability under the Securities Act of 1933, we shall treat each post-effective amendment that contains a form of prospectus as a new registration statement for the securities offered in the registration statement, and that offering of the securities at that time as the initial bona fide offering of those securities.

(ii) we shall treat each prospectus filed by us pursuant to Rule 424(b)(3) as part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement. Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; or

(iii) we shall treat each prospectus filed pursuant to Rule 424 (b) as part of a registration statement relating to an offering, other than registration statement relying on Rule 430B or other than prospectuses filed in reliance on rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

### **Signatures**

In accordance with the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements of filing on Form SB-2 and authorized this registration statement to be signed on its behalf by the undersigned in the City of Overland Park, State of Kansas on February 1, 2008.

**Title Starts Online, Inc.**

By: /s/ Mark DeFoor  
President and Chief Executive Officer

In accordance with the requirements of the Securities Act, this Registration Statement was signed by the following persons in the capacities and on the dates stated.

<b>SIGNATURE</b>	<b>TITLE</b>	<b>DATE</b>
/s/ Mark DeFoor	President, Chief Executive Officer and Director (principal executive officer; principal financial and accounting officer)	February 1, 2008
/s/ Melissa Yarnell	Secretary and Director	February 1, 2008

**ARTICLES OF INCORPORATION  
OF  
TITLE STARTS ONLINE, INC.**

KNOW ALL BY THESE PRESENTS:

That the undersigned, desiring to be incorporated as a Corporation in accordance with the laws of the State of Nevada, hereby certifies and adopts the following Articles of Incorporation, the terms whereof have been agreed upon to be equally obligatory upon the party signing this instrument and all others who may from time to time hereafter become members of this Corporation and who may hold stock therein.

**ARTICLE I**

The name of the Corporation is: TITLE STARTS ONLINE, INC.

**ARTICLE II**

The name and address of the registered agent of the Corporation in the State of Nevada is:

National Registered Agents, Inc.  
1000 East William, Suite 204  
Carson City, NV 89701

Principal and branch offices may hereinafter be established at such place or places, either within or without the State of Nevada as may from time to time be determined by the Board of Directors.

**ARTICLE III**

The nature and purpose of this business shall be to conduct any lawful activity as governed by the laws of the State of Nevada.

**ARTICLE IV**

The authorized capital stock of this Corporation is 500,000,000 shares of capital stock, consisting of 425,000,000 shares of common stock with full voting rights and with a par value of \$0.001 per share, and 75,000,000 shares of preferred stock, with a par value of \$.001 per share (the "Preferred Stock"). The Preferred Stock may be issued from time to time in one or more series with such designations, preferences and relative participating, optional or other special rights and qualifications, limitations or restrictions thereof, as shall be stated in the resolutions adopted by the Corporation's Board of Directors (the "Board") providing for the issuance of such Preferred Stock or series thereof; and the Board is hereby vested with authority to fix such designations, preferences and relative participating, optional or other special rights or qualifications, limitations, or restrictions for each series, including, but not by way of limitation, the power to fix the redemption and liquidation preferences, the rate of dividends payable and the time for and the priority of payment thereof and to determine whether such dividends shall be cumulative or not and to provide for and fix the terms of conversion of such Preferred Stock or any series thereof into Common Stock of the Corporation and fix the voting Power, if any, of shares of Preferred Stock or any series thereof.

Pursuant to NRS 78.385 and NRS 78.390, and any successor statutory provisions, the Board of Directors is authorized to adopt a resolution to increase, decrease, add, remove or otherwise alter any current or additional classes or series of this Corporation's capital stock by a board resolution amending these Articles, in the Board of Directors' sole discretion for increases or decreases of any class or series of authorized stock where applicable pursuant to NRS 78.207 and any successor statutory provision, or otherwise subject to the approval of the holders of at least a majority of shares having voting rights, either in a special meeting or the next annual meeting of shareholders. Notwithstanding the foregoing, where any shares of any class or series would be materially and adversely affected by such change, shareholder approval by the holders of at least a majority of such adversely affected shares must also be obtained before filing an amendment with the Office of the Secretary of State of Nevada. The capital stock of this Corporation shall be non-assessable and shall not be subject to assessment to pay the debts of the Corporation.

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#### **ARTICLE V**

Members of the governing Board shall be known and styled as “Directors” and the initial number thereof shall be two (2). The name and address of the initial members of the Board of Directors is as follows:

Mark Defoor, 7007 College Boulevard, Suite 270, Overland Park, KS 66211  
Melissa Yarnell, 7007 College Boulevard, Suite 270, Overland Park, KS 66211

The number of members of the Board of Directors shall not be less than one (1) or more than nine (9) as set from time to time by the Board. The officers of the Corporation shall be a President, Secretary and Treasurer. The Corporation may have such additional officers as may be determined from time to time in accordance with the Bylaws. The officers shall have the powers, perform the duties, and be appointed as may be determined in accordance with the Bylaws and laws of the State of Nevada. Any person may hold two (2) or more offices in this Corporation.

#### **ARTICLE VI**

The Corporation shall have perpetual succession by its corporate name and shall have all the powers herein enumerated or implied herefrom and the powers now provided or which may hereafter be provided by law for corporations in the State of Nevada.

#### **ARTICLE VII**

No stockholder shall be liable for the debts of the Corporation beyond the amount that may be due or unpaid upon any share or shares of stock of this Corporation owned by that person.

#### **ARTICLE VIII**

Each shareholder entitled to vote at any election for directors shall have the right to vote, in person or by proxy, the number of shares owned by such shareholder for each director to be elected. Shareholders shall not be entitled to cumulative voting rights.

#### **ARTICLE IX**

The Directors shall have the powers to make and alter the Bylaws of the Corporation. Bylaws made by the Board of Directors under the powers so conferred may be altered, amended, or repealed by the Board of Directors or by the stockholders at any meeting called and held for that purpose.

#### **ARTICLE X**

The Corporation specifically elects not to be governed by NRS 78.411 to NRS 78.444, inclusive, and successor statutory provisions.

#### **ARTICLE XI**

The Corporation shall indemnify all directors, officers, employees, and agents to the fullest extent permitted by Nevada law as provided within NRS 78.7502 and NRS 78.751 or any other law then in effect or as it may hereafter be amended. The Corporation shall indemnify each present and future director, officer, employee or agent of the Corporation who becomes a party or is threatened to be made a party to any suit or proceeding, whether pending, completed or merely threatened, and whether said suit or proceeding is civil, criminal, administrative, investigative, or otherwise, except an action by or in the right of the Corporation, by reason of the fact that he is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including, but not limited to, attorneys’ fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit, proceeding or settlement, provided such person acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

The expenses of directors, officers, employees or agents of the Corporation incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Corporation as they are incurred and in advance of the final disposition of the action, suit, or proceeding, if and only if the director, officer, employee or agent undertakes to repay said expenses to the Corporation if it is ultimately determined by a court of competent jurisdiction, after exhaustion of all appeals therefrom, that he is not entitled to be indemnified by the corporation. No indemnification shall be applied, and any advancement of expenses to or on behalf of any director, officer, employee or agent must be returned to the Corporation, if a final adjudication establishes that the person’s acts or omissions involved a breach of any fiduciary duties, where applicable, intentional misconduct, fraud or a knowing violation of the law which was material to the cause of action.

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## ARTICLE XII

The name and address of the incorporator of this Corporation is:


Bartly J. Loethen  
730 W. Randolph Street, Suite 600  
Chicago, IL 60661

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation of TITLE STARTS ONLINE, INC.

Bartly J. Loethen, Incorporator



ROSS MILLER  
Secretary of State  
206 North Carson Street  
Carson City, Nevada 89701-4299  
(775) 684 5708  
Website: secretaryofstate.biz

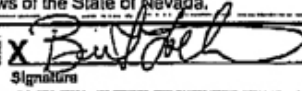
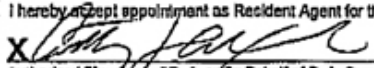
Filed in the office of	Document Number
	20070774539-54
Ross Miller	Filing Date and Time
Secretary of State	11/13/2007 11:00 AM
State of Nevada	Entity Number
	E0780542007-8

### Articles of Incorporation

(PURSUANT TO NRS 78)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Corporation:	TITLE STARTS ONLINE, INC.		
2. Resident Agent Name and Street Address: <small>(must be a Nevada address where process may be served)</small>	NATIONAL REGISTERED AGENTS, INC. Name 1000 E. WILLIAM, STE. 204 (MANDATORY) Physical Street Address (OPTIONAL) Mailing Address City: CARSON CITY Nevada 89701 City: State: Zip Code:		
3. Shares: <small>(number of shares corporation is authorized to issue)</small>	Number of shares with par value: 500,000,000 Par value per share: \$0.001 Number of shares without par value: 0		
4. Names & Addresses of the Board of Directors/Trustees: <small>(each Director/Trustee must be a natural person at least 18 years of age; attach additional page if more than 3 directors/trustees)</small>	1. MARK DEFOOR Name 7007 COLLEGE BLVD., STE 270 Street Address OVERLAND KS 66211 City State Zip Code 2. MELISSA YAMELL Name 7007 COLLEGE BLVD., STE 270 Street Address OVERLAND KS 66211 City State Zip Code 3. Name Street Address City State Zip Code		
5. Purpose: <small>(optional - see instructions)</small>	The purpose of this Corporation shall be: To conduct any lawful activity as governed by the laws of the State of Nevada.		
6. Name, Address and Signature of Incorporator: <small>(attach additional page if more than 1 incorporator)</small>	BARTLY LOETHEN Name 730 W. RANDOLPH ST., 6TH FLR. Address CHICAGO IL 60661 City State Zip Code Signature: 		
7. Certificate of Acceptance of Appointment of Resident Agent:	I hereby accept appointment as Resident Agent for the above named corporation. X  Authorized Signature of R. A. or On Behalf of R. A. Company November 13, 2007 Date		

This form must be accompanied by appropriate fees.

Nevada Secretary of State Form 78-A (Rev. 2007)  
This document is not valid without the appropriate fee.

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**ARTICLES OF INCORPORATION  
OF  
TITLE STARTS ONLINE, INC.**

**KNOW ALL BY THESE PRESENTS:**

That the undersigned, desiring to be incorporated as a Corporation in accordance with the laws of the State of Nevada, hereby certifies and adopts the following Articles of Incorporation, the terms whereof have been agreed upon to be equally obligatory upon the party signing this instrument and all others who may from time to time hereafter become members of this Corporation and who may hold stock therein.

**ARTICLE I**

The name of the Corporation is: **TITLE STARTS ONLINE, INC.**

**ARTICLE II**

The name and address of the registered agent of the Corporation in the State of Nevada is:

National Registered Agents, Inc.  
1000 East William, Suite 204  
Carson City, NV 89701

Principal and branch offices may hereinafter be established at such place or places, either within or without the State of Nevada as may from time to time be determined by the Board of Directors.

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The authorized capital stock of this Corporation is 500,000,000 shares of capital stock, consisting of 425,000,000 shares of common stock with full voting rights and with a par value of \$0.001 per share, and 75,000,000 shares of preferred stock, with a par value of \$.001 per share (the "Preferred Stock"). The Preferred Stock may be issued from time to time in one or more series with such designations, preferences and relative participating, optional or other special rights and qualifications, limitations or restrictions thereof, as shall be stated in the resolutions adopted by the Corporation's Board of Directors (the "Board") providing for the issuance of such Preferred Stock or series thereof; and the Board is hereby vested with authority to fix such designations, preferences and relative participating, optional or other special rights or qualifications, limitations, or restrictions for each series, including, but not by way of limitation, the power to fix the redemption and liquidation preferences, the rate of dividends payable and the time for and the priority of payment thereof and to determine whether such dividends shall be cumulative or not and to provide for and fix the terms of conversion of such Preferred Stock or any series thereof into Common Stock of the Corporation and fix the voting Power, if any, of shares of Preferred Stock or any series thereof.

Pursuant to NRS 78.385 and NRS 78.390, and any successor statutory provisions, the Board of Directors is authorized to adopt a resolution to increase, decrease, add, remove or otherwise alter any current or additional classes or series of this Corporation's capital stock by a board resolution amending these Articles, in the Board of Directors' sole discretion for increases or decreases of any class or series of authorized stock where applicable pursuant to NRS 78.207 and any successor statutory provision, or otherwise subject to the approval of the holders of at least a majority of shares having voting rights, either in a special meeting or the next annual meeting of shareholders. Notwithstanding the foregoing, where any shares of any class or series would be materially and adversely affected by such change, shareholder approval by the holders of at least a majority of such adversely affected shares must also be obtained before filing an amendment with the Office of the Secretary of State of Nevada. The capital stock of this Corporation shall be non-assessable and shall not be subject to assessment to pay the debts of the Corporation.

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#### **ARTICLE V**

Members of the governing Board shall be known and styled as "Directors" and the initial number thereof shall be two (2). The name and address of the initial members of the Board of Directors is as follows:

Mark Defoor, 7007 College Boulevard, Suite 270, Overland Park, KS 66211  
Melissa Yarnell, 7007 College Boulevard, Suite 270, Overland Park, KS 66211

The number of members of the Board of Directors shall not be less than one (1) or more than nine (9) as set from time to time by the Board. The officers of the Corporation shall be a President, Secretary and Treasurer. The Corporation may have such additional officers as may be determined from time to time in accordance with the Bylaws. The officers shall have the powers, perform the duties, and be appointed as may be determined in accordance with the Bylaws and laws of the State of Nevada. Any person may hold two (2) or more offices in this Corporation.

#### **ARTICLE VI**

The Corporation shall have perpetual succession by its corporate name and shall have all the powers herein enumerated or implied herefrom and the powers now provided or which may hereafter be provided by law for corporations in the State of Nevada.

#### **ARTICLE VII**

No stockholder shall be liable for the debts of the Corporation beyond the amount that may be due or unpaid upon any share or shares of stock of this Corporation owned by that person.

#### **ARTICLE VIII**

Each shareholder entitled to vote at any election for directors shall have the right to vote, in person or by proxy, the number of shares owned by such shareholder for each director to be elected. Shareholders shall not be entitled to cumulative voting rights.

#### **ARTICLE IX**

The Directors shall have the powers to make and alter the Bylaws of the Corporation. Bylaws made by the Board of Directors under the powers so conferred may be altered, amended, or repealed by the Board of Directors or by the stockholders at any meeting called and held for that purpose.

#### **ARTICLE X**

The Corporation specifically elects not to be governed by NRS 78.411 to NRS 78.444, inclusive, and successor statutory provisions.

#### **ARTICLE XI**

The Corporation shall indemnify all directors, officers, employees, and agents to the fullest extent permitted by Nevada law as provided within NRS 78.7502 and NRS 78.751 or any other law then in effect or as it may hereafter be amended. The Corporation shall indemnify each present and future director, officer, employee or agent of the Corporation who becomes a party or is threatened to be made a party to any suit or proceeding, whether pending, completed or merely threatened, and whether said suit or proceeding is civil, criminal, administrative, investigative, or otherwise, except an action by or in the right of the Corporation, by reason of the fact that he is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including, but not limited to, attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit, proceeding or settlement, provided such person acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

The expenses of directors, officers, employees or agents of the Corporation incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Corporation as they are incurred and in advance of the final disposition of the action, suit, or proceeding, if and only if the director, officer, employee or agent undertakes to

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repay said expenses to the Corporation if it is ultimately determined by a court of competent jurisdiction, after exhaustion of all appeals therefrom, that he is not entitled to be indemnified by the corporation. No indemnification shall be applied, and any advancement of expenses to or on behalf of any director, officer, employee or agent must be returned to the Corporation, if a final adjudication establishes that the person's acts or omissions involved a breach of any fiduciary duties, where applicable, intentional misconduct, fraud or a knowing violation of the law which was material to the cause of action.

#### ARTICLE XII

The name and address of the incorporator of this Corporation is:

Bartly J. Loethen  
730 W. Randolph Street, Suite 600  
Chicago, IL 60661

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation of TITLE STARTS ONLINE, INC.

  
Bartly J. Loethen, Incorporator



ROSS MILLER  
Secretary of State  
202 North Carson Street  
Carson City, Nevada 89701-4201  
(775) 684 5708  
Website: secretaryofstate.biz

## Resident Agent Acceptance

### General Instructions for this form:

1. Please print legibly or type; Black Ink Only
2. Complete all fields. Do not highlight.
3. Ensure that document is signed in signature field.

ABOVE SPACE IS FOR OFFICE USE ONLY

In the matter of TITLE STARTS ONLINE, INC.  
(Name of business entity)

I, NATIONAL REGISTERED AGENTS, INC. OF NV  
(Name of resident agent)

hereby state that on November 12, 2007 I accepted the appointment as resident agent  
(Date)

for the above named business entity. The street address of the resident agent in this state is as follows:

1000 East William Street  
(MANDATORY) Physical Street Address

Suite 204  
Suite number

Carson City  
City

NEVADA

89701  
Zip Code

Optional: (address where mail will be sent)

(OPTIONAL) Additional Mailing Address

Suite number

City

State

Zip Code

Signature:

Authorized Signature of R.A. or On Behalf of R.A. Company  
Anthony J. Alexander, Asst. Secretary

11/12/07  
Date

Nevada Secretary of State RA Acceptance 2007  
Revised on 01/01/07

# SECRETARY OF STATE



## CORPORATE CHARTER

I, ROSS MILLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that **TITLE STARTS ONLINE, INC.**, did on November 13, 2007, file in this office the original Articles of Incorporation; that said Articles of Incorporation are now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said Articles contain all the provisions required by the law of said State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on November 13, 2007.



ROSS MILLER  
Secretary of State

By

*J. Mc Carley*  
Certification Clerk

(PROFIT) INITIAL LIST OF OFFICERS, DIRECTORS AND RESIDENT AGENT OF

TITLE STARTS ONLINE, INC.

(Name of Corporation)

FILE NUMBER



E0780542X07-8

FOR THE FILING PERIOD OF NOV, 2007 TO NOV, 2008, Due by Dec 31, 2007

The corporation's duly appointed resident agent in the State of Nevada upon whom process can be served is:

NATIONAL REGISTERED AGENTS INC OF NV

1000 EAST WILLIAM STREET STE 204

CARSON CITY NV 89701

☐ CHECK BOX IF YOU REQUIRE A FORM TO UPDATE YOUR RESIDENT AGENT INFORMATION

Important: Read instructions before completing and returning this form.

THE ABOVE SPACE IS FOR OFFICE USE ONLY

1. Print or type names and addresses either residence or business, for all officers and directors. A President, Secretary, Treasurer, or equivalent of all Directors must be named. Have an officer sign the form. FORM WILL BE RETURNED IF UNREQUESTED
2. If there are additional directors attach a list of them to this form.
3. Return the completed form with the \$125.00 filing fee, if no capitalization. A \$75.00 penalty must be added for failure to file this form by the last day of the first month following the incorporation/initial registration with this office.
4. Make your check payable to the Secretary of State. Your executed check will constitute a certificate to transact business per NRS 78.155. To receive a certified copy, enclose an additional \$30.00 and appropriate instructions.
5. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, NV 89701-4201, (775) 684-5788.
6. Form must be in the possession of the Secretary of State on or before the first month following the incorporation/initial registration date. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties.

FILING FEE: \$125.00 LATE PENALTY: \$75.00

**CHECK ONLY IF APPLICABLE**

☐ This corporation is a publicly traded corporation. The Central Index Key number is:

☐ This publicly traded corporation is not required to have a Central Index Key number.

NAME	TITLE(S)
PRESIDENT (OR EQUIVALENT OF)	
ADDRESS	CITY St Zip
SECRETARY (OR EQUIVALENT OF)	
ADDRESS	CITY St Zip
TREASURER (OR EQUIVALENT OF)	
ADDRESS	CITY St Zip
DIRECTOR	
ADDRESS	CITY St Zip

I declare, to the best of my knowledge under penalty of perjury, that the above mentioned entity has complied with the provisions of NRS 360.780 and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X Signature of Officer

Title

Date

**BYLAWS OF  
TITLE STARTS ONLINE, INC.**

**Adopted by the Board of Directors  
November 13, 2007**

**ARTICLE I:  
OFFICES**

The principal office for the transaction of business of the Corporation may be at any such location as the Board of Directors may from time to time determine or the business of the Corporation may require. The Corporation may have other offices at such places as the Board of Directors may from time to time determine.

**ARTICLE II:  
SHAREHOLDERS' MEETINGS**

**2.1 ANNUAL MEETINGS**

The annual meeting of the shareholders shall be held at such time, date and place within or without the State of Nevada as may be designated by the Board of Directors and in the notice of such meeting. The business to be transacted at such meeting shall be the election of directors and such other business as may properly be brought before the meeting.

**2.2 SPECIAL MEETINGS**

Special meetings of the shareholders for any purpose may be called at any time by a majority of the members of the Board of Directors. Such meetings shall be held at the principal office of the Corporation or at such other place within or without the State of Nevada as may be designated in the notice of meeting.

**2.3 NOTICE OF MEETINGS**

2.3.1 Notices of meetings, annual or special, to shareholders entitled to vote shall be given in writing and signed by the President or a Vice-President or the Secretary or the Assistant Secretary, or by any other natural person designated by the Board of Directors.

2.3.2 Such notices shall be sent to the shareholder's address appearing on the books of the Corporation, or supplied by him to the Corporation for the purpose of notice, not less than ten (10) nor more than sixty (60) days before such meeting. Such notice shall be deemed delivered, and the time of the notice shall begin to run, upon being deposited in the mail.

2.3.3 Notice of any meeting of shareholders shall specify the place, the date and the time of the meeting and in case of a special meeting shall state the purpose(s) for which the meeting is called.

2.3.4 When a meeting is adjourned to another time, date or place, notice of the adjourned meeting need not be given if announced at the meeting at which the adjournment is given.

2.3.5 Any shareholder may waive notice of any meeting by a writing signed by him, or his duly authorized attorney, either before or after the meeting.

2.3.6 No notice is required for matters handled by the written consent of the shareholders pursuant to NRS 78.320.

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2.3.7 No notice to a shareholder is required if notices of two consecutive annual meetings and interim notices have been returned undeliverable pursuant to NRS 78.370(6).

#### 2.4 QUORUM

The holders of a majority of the shares entitled to vote thereat, present in person or by proxy, shall constitute a quorum for the transaction of business.

#### 2.5 VOTING RIGHTS

Except as may be otherwise provided in the Corporation's Articles of Incorporation, Bylaws or by the Laws of the State of Nevada, each shareholder shall be entitled to one (1) vote for each share of voting stock registered in his name on the books of the Corporation, and the affirmative vote of a majority of voting shares represented at a meeting and entitled to vote thereat shall be necessary for the adoption of a motion or for the determination of all questions and business which shall come before the meeting.

#### 2.6 PROXIES

At any shareholder meeting, shareholders may designate proxies in writing or by electronic record pursuant to NRS 78.355.

#### 2.7 SHAREHOLDER PROPOSALS

Shareholders holding an aggregate of not less than ten percent (10%) of the voting power of the Company may propose agenda items to be included at the annual meeting of the Company's shareholders. Such shareholder proposals must be submitted in writing to the Secretary of the Company at least ninety (90) days in advance of the next annual meeting of shareholders of the Company.

### **ARTICLE III:** **DIRECTORS**

#### 3.1 POWERS

Subject to the limitation of the Articles of Incorporation, of the Bylaws and of the Laws of the State of Nevada as to action to be authorized or approved by the shareholders, all corporate powers shall be exercised by or under authority of, and the business and affairs of this Corporation shall be controlled by, a Board of at least one (1) Director.

#### 3.2 ELECTION AND TENURE OF OFFICE

The number of directors which shall constitute the whole board shall consist of not less than one (1) and not more than nine (9) directors as may be fixed from time to time by action of the Board of Directors. The Board of Directors may by resolution determine that the Board be classified into classes of directors. If so classified, directors shall be assigned to each class in accordance with a resolution adopted by the Board of Directors and elected for terms as set by the Board subject to the provisions of NRS 78.330(2).

Directors shall be elected at the annual meeting of shareholders during the year in which their terms expire and, except as provided in Section 3.3 of this Article, each director elected shall hold office until his successor is elected and qualified. Directors need not be shareholders. A Director need not be a resident of the State of Nevada.

#### 3.3 REMOVAL AND RESIGNATION

3.3.1 Any Director may be removed by a shareholder vote representing not less than two-thirds of the voting power as provided by NRS 78.335.

3.3.2 Any Director may resign at any time by giving written notice to the Board of Directors or to the President, or to the Secretary of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

### 3.4 VACANCIES

Vacancies in the Board of Directors may be filled by a majority of the remaining Directors, and such action by less than a quorum or by a sole remaining Director shall be adequate, and each Director so elected shall hold office until his successor is elected at an annual meeting of shareholders or at a special meeting called for that purpose. The shareholders may at any time elect a Director to fill any vacancy not filled by the directors.

### 3.5 PLACE OF MEETINGS AND MEETINGS BY TELEPHONE

Meetings of the Board of Directors may be held at any place within or without the State of Nevada that has been designated by the Board of Directors. In the absence of such designation, meetings shall be held at the principal office of the Corporation. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, and all such Directors shall be deemed to be present in person at the meeting, so long as all Directors participating in the meeting can hear one another.

### 3.6 ANNUAL ORGANIZATIONAL MEETINGS

The annual organizational meetings of the Board of Directors shall be held immediately following the adjournment of the annual meetings of the shareholders. No notice of such meetings need be given.

### 3.7 OTHER REGULAR MEETINGS

There shall be no requirement for the Board of Directors to hold regular meetings, other than the annual organizational meeting.

### 3.8 SPECIAL MEETINGS - NOTICES

3.8.1 Special meetings of the Board of Directors for any purpose shall be called at any time by the President or if the President is absent or unable or refuses to act, by any Vice President or by any two Directors.

3.8.2 Written notice of the time and place of special meetings of the Board of Directors shall be delivered personally to each Director or sent to each Director by mail or other form of written communication at least forty-eight (48) hours before the meeting. Notice of the time and place of holding an adjourned meeting need not be given to absent Directors if the time and place are fixed at the meeting adjourned.

### 3.9 CONSENT TO DIRECTORS' MEETINGS AND ACTION WITHOUT MEETING

3.9.1 Any meeting is valid wherever held by the written consent of all persons entitled to vote thereat, given either before or after the meeting.

3.9.2 The transactions of any meetings of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice if all the Directors are present, or if a quorum is present and either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes thereof.

3.9.3 Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors.

3.9.4 All such waivers, consents, or approvals shall be filed with the corporate records or made part of the minutes of the meeting.

### 3.10 QUORUM AND VOTING RIGHTS

So long as the Board of Directors is composed of one or two Directors, one of the authorized number of Directors constitutes a quorum for the transaction of business. If there are three or more Directors, a majority thereof shall constitute a quorum. Except as may be otherwise provided in the Corporation's Articles of Incorporation, Bylaws or by the Laws of the State of Nevada, the affirmative vote of a majority of Directors represented at a meeting and entitled to vote thereat shall be necessary for the adoption of a motion or resolution or for the determination of all questions and business which shall come before the meeting.



### 3.11 COMPENSATION

Directors may receive such reasonable compensation for their services as Directors and such reimbursement for expenses incurred in attending meetings as may be fixed from time to time by resolution of the Board of Directors. No such payment shall preclude a Director from serving in any other capacity and receiving compensation therefor.

### 3.12 COMMITTEES

The Board of Directors may appoint and prescribe the duties of an executive committee and such other committees, as it may from time to time deem appropriate. Such committees shall hold office at the pleasure of the Board.

## **ARTICLE IV:** **OFFICERS**

### 4.1 OFFICERS

The Board of Directors shall appoint a President, a Secretary and a Treasurer. The Board of Directors, in their discretion, may also appoint a Chair of the Board, a Chief Executive Officer, a Chief Financial Officer, one or more Vice Presidents and such other officers and assistant officers as they shall from time to time deem proper. Any two or more offices may be held by the same person. The Board may choose not to fill any of the other officer positions for any period.

### 4.2 APPOINTMENT AND TERM OF OFFICE

The officers of the corporation shall be appointed by the Board of Directors at the organizational meeting of the Directors. If the appointment of officers shall not be held at such meeting, such appointment shall be held as soon thereafter as conveniently may be. Each officer shall hold office until a successor shall have been duly appointed and qualified or until the officer's death or until the officer resigns or is removed in the manner hereinafter provided.

### 4.3 REMOVAL

Any officer or agent appointed by the Board of Directors may be removed by the Board of Directors at any time with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

### 4.4 VACANCIES

A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors.

### 4.5 CHAIR OF THE BOARD

The Chair of the Board, if there be such an office, shall, if present, preside at all meetings of the Board of Directors and meetings of the shareholders, and exercise and perform such other powers and duties as may be from time to time assigned to the Chair by the Board of Directors. In the event that there is no Chair of the Board designated or present, the Secretary of the Board of Directors shall preside over the meeting, or if there is no Secretary of the Board of Directors designated or present at the meeting, the Directors present at any meeting of the Board of Directors shall designate a Director of their choosing to serve as temporary chair to preside over the meeting.

### 4.6 CHIEF EXECUTIVE OFFICER

Subject to the control of the Board of Directors and such supervisory powers, if any, as may be given by the Board of Directors to another person or persons, the powers and duties of the Chief Executive Officer shall be:

- a. To act as the general manager and, subject to the control of the Board of Directors, to have general supervision, direction and control of the business and affairs of the Corporation;
- b. To see that all orders and resolutions of the Board of Directors are carried into effect; and
- c. To affix the signature of the Corporation to all deeds, conveyances, mortgages, guarantees, leases, obligations, bonds, certificates and other papers and instruments in writing which have been authorized by the Board of Directors or which, in the judgment of the Chief Executive Officer, should be executed on behalf of the Corporation; to sign certificates for the Corporation's shares; and, subject to the direction of the Board of Directors, to have general charge of the property of the Corporation and to supervise and control all officers, agents and employees of the Corporation.

#### 4.7 CHIEF FINANCIAL OFFICER OR TREASURER

Subject to the control of the Board of Directors and such supervisory powers, if any, as may be given by the Board of Directors to another person or persons, the powers and duties of the Chief Financial Officer or Treasurer shall be:

- a. To keep accurate financial records for the Corporation;
- b. To deposit all money, drafts and checks in the name of and to the credit of the Corporation in the banks and depositories designated by the Board of Directors;
- c. To endorse for deposit all notes, checks, drafts received by the Corporation as ordered by the Board of Directors, making proper vouchers therefor;
- d. To disburse corporate funds and issue checks and drafts in the name of the Corporation, as ordered by the Board of Directors;
- e. To render to the Chief Executive Officer and the Board of Directors, whenever requested, an account of all transactions by the Chief Financial Officer and the financial condition of the Corporation; and
- f. To perform all other duties prescribed by the Board of Directors or the Chief Executive Officer.

#### 4.8 PRESIDENT

Unless otherwise determined by the Board of Directors, the President shall be the Chief Executive Officer of the Corporation. If an officer other than the President is designated as the Chief Executive Officer, the President shall perform such duties as may from time to time be assigned by the Board of Directors. The President shall have the duty to call meetings of the shareholders or Board of Directors, as set forth in Section 3.8.1, above, to be held at such times and, subject to the limitations prescribed by law or by these Bylaws, at such places as the President shall deem proper.

#### 4.9 VICE PRESIDENTS

In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice President (or in the event there shall be more than one Vice President, the Vice Presidents in the order designated at the time of their appointment, or in the absence of any designation then in the order of their appointment) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President; and shall perform such other duties as from time to time may be assigned to the Vice President by the President or by the Board of Directors. In the event there are no Vice Presidents, the Board of Directors may designate a member of the Board of Directors or another officer of the Corporation to serve in such capacity until a new President is appointed.

#### 4.10 SECRETARY

The Secretary shall: (a) prepare and maintain the minutes and records of the shareholders' and Board of Directors' meetings, keep them in one or more books provided for that purpose and certify such proceedings as necessary; (b) authenticate such records of the Corporation as shall from time to time be required; (c) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (d) be custodian of the corporate records and of the corporate seal, if any, and see that the seal of the Corporation, if any, is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized; (e) keep a register of the post office address of each shareholder; (f) if requested, sign with the President certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (g) have general charge of the stock transfer books of the Corporation; and (h) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the Chief Executive Officer or the Board of Directors.

#### 4.11 DELEGATION OF AUTHORITY

The Board of Directors may from time to time delegate the powers of any officer to any other officer or agent, notwithstanding any provision hereof, except as may be prohibited by law.

#### 4.12 COMPENSATION

Officers shall be awarded such reasonable compensation for their services and provisions made for their expenses incurred in attending to and promoting the business of the Corporation as may be fixed from time to time by resolution of the Board of Directors.

**ARTICLE V:**  
**RECORDS AND REPORTS - INSPECTION**

**5.1 INSPECTION OF BOOKS AND RECORDS**

All books and records provided for by Nevada Revised Statutes shall be open to inspection of the directors and shareholders to the extent provided by such statutes.

**5.2 CERTIFICATION AND INSPECTION OF BYLAWS**

The original or a copy of these Bylaws, as amended or otherwise altered to date, certified by the Secretary, shall be open to inspection by the shareholders of the Corporation in the manner provided by law.

**5.3 CHECKS, DRAFTS, ETC.**

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Corporation shall be signed or endorsed by such person or persons and in such manner as shall be determined from time to time by resolution of the Board of Directors.

**5.4 ANNUAL REPORT**

No annual report to shareholders shall be required; but the Board of Directors may cause to be sent to the shareholders annual or other reports in such form as may be deemed appropriate by the Board of Directors.

**ARTICLE VI:**  
**AMENDMENTS TO BYLAWS**

New Bylaws may be adopted or these Bylaws may be repealed or amended by a vote or the written assent of a majority of the Directors of the Corporation.

**ARTICLE VII:**  
**CORPORATE SEAL**

This Corporation shall have the power to adopt and use a common seal or stamp, and to alter the same, at the pleasure of the Board of Directors. The use or nonuse of a seal or stamp, whether or not adopted, shall not be necessary to, nor shall it in any way effect, the legality, validity or enforceability of any corporate action or document.

**ARTICLE VIII:**  
**CERTIFICATES OF STOCK**

**8.1 FORM**

Certificates for shares shall be of such form and device as the Board of Directors may designate and shall state the name of the record holder of the shares represented thereby, its number; date of issuance; the number of shares for which it is issued; a statement of the rights, privileges, preferences and restrictions, if any; and statement of liens or restrictions upon transfer or voting, if any; and, if the shares be assessable, or, if assessments are collectible by personal action, a plain statement of such facts.

**8.2 EXECUTION**

Every certificate for shares must be signed by the President or the Secretary or must be authenticated by facsimile of the signature of the President or Secretary. Before it becomes effective, every certificate for shares authenticated by a facsimile of a signature must be countersigned by the Corporation's transfer agent or registrar of transfers.

**8.3 TRANSFER**

Upon surrender to the Secretary or transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by a proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

#### 8.4 LOST OR DESTROYED CERTIFICATES

Any person claiming a certificate of stock to be lost or destroyed shall make an affidavit or affirmation of that fact in such manner as the Board of Directors may require and shall, if the Directors so require, give the Corporation a bond of indemnity, in form and with one or more sureties satisfactory to the Board, whereupon a replacement certificate may be issued.

#### 8.5 TRANSFER AGENTS AND REGISTRARS

The Board of Directors may appoint one or more transfer agents or transfer clerks, and one or more registrars at such times and places as the requirements of the Corporation may necessitate and the Board of Directors may designate.

#### 8.6 CLOSING STOCK TRANSFER BOOKS

The Board of Directors may close the transfer books in their discretion for a period not exceeding the sixty (60) days preceding any meeting, annual or special, of the shareholders, or the date appointed for the payment of a dividend.

### **ARTICLE IX:** **INDEMNIFICATION**

(a) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the Corporation, by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit or proceeding, in each case to the fullest extent permissible under NRS 78.7502 and NRS 78.751, as amended from time to time, or the indemnification provisions of any successor statutes, if such person acted in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, or that, with respect to any criminal action or proceeding, such person had reasonable cause to believe that such conduct was unlawful.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by such person in connection with the defense or settlement of the action or suit if such person acted in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, provided that no indemnification shall be made with respect to any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the Corporation or for amounts paid in settlement to the Corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

(c) To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b), or in defense of any claim, issue or matter therein, the Corporation shall indemnify such person against expenses, including attorneys' fees, actually and reasonably incurred by such person in connection with the defense.

(d) Any discretionary indemnification under subsections (a) or (b) unless ordered by a court or advanced pursuant to subsection (b) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances. Such determination shall be made (1) by the shareholders; (2) by the Board of Directors by majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding; (3) If a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding so orders, by independent legal counsel in a written opinion; or (4) If a quorum consisting of directors who were not parties to the action, suit or proceeding cannot be obtained, by independent legal counsel in a written opinion.

(e) Expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding described in subsections (a) and (b) shall be paid by the Corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the Corporation. The provisions of this subsection do not affect any rights to advancement of expenses to which corporate personnel other than directors or officers may be entitled under any contract or otherwise by law.

(f) The indemnification pursuant to subsections (a) and (b) and advancement of expenses authorized in or ordered by a court pursuant to this section (i) do not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the Articles of Incorporation or any bylaw, agreement, vote of shareholders or disinterested directors or otherwise, for either an action in such person's official capacity or an action in another capacity while holding office, except that indemnification, unless ordered by a court for the advancement of expenses made pursuant to subsection (b) may not be made to or on behalf of any director or officer if a final adjudication establishes that such person's acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action; and (ii) continue for a person who has ceased to be a director, officer, employee or agent and inures to the benefit of the heirs, executors and administrators of such a person.

(g) The Corporation may purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise for any liability asserted against such person and liability and expenses incurred by such person in his or her capacity as a director, officer, employee or agent, or arising out of his status as such, whether or not the Corporation has the authority to indemnify such person against such liability and expenses.

(h) The other financial arrangements made by the Corporation pursuant to subsection (g) may include the following: (i) The creation of a trust fund; (ii) The establishment of a program of self-insurance; (iii) The securing of its obligation of indemnification by granting a security interest or other lien on any assets of the Corporation; (iv) The establishment of a letter of credit, guaranty or surety.

(i) No financial arrangement made pursuant to subsections (g) or (h) may provide protection for a person adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable for intentional misconduct, fraud or a knowing violation of law, except with respect to the advancement of expenses or indemnification ordered by a court.

(j) Any insurance or other financial arrangement made on behalf of a person pursuant to subsection (g) or (h) may be provided by the Corporation or any other person approved by the Board of Directors, even if all or part of the other person's stock or other securities is owned by the Corporation.

(k) In the absence of fraud: (i) The decision of the Board of Directors as to the propriety of the terms and conditions of any insurance or other financial arrangement made pursuant to subsection (g) or (h) and the choice of the person to provide the insurance or other financial arrangement is conclusive; and (ii) The insurance or other financial arrangement: (1) Is not void or voidable; and (2) does not subject any director approving it to personal liability for such action even if a director approving the insurance or other financial arrangement is a beneficiary of the insurance or other financial arrangement.

(l) Any repeal or modification of this Article IX shall not impair or otherwise affect any rights, or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts.

(m) This Article IX shall be liberally construed in favor of indemnification and the payment of expenses incurred in connection with a proceeding in advance of its final disposition and there shall be a rebuttable presumption that a claimant under this Article IX is entitled to such indemnification and the Corporation shall bear the burden of proving by a preponderance of the evidence that such claimant is not so entitled to indemnification.

(n) Any finding that a person asserting a claim for indemnification pursuant to this Article IX is not entitled to such indemnification, and any information which may support such finding, shall be held in confidence to the extent permitted by law and shall not be disclosed to any third party.

(o) If any provision of this Article IX shall be deemed invalid or unenforceable, the Corporation shall remain obligated to indemnification and advance expenses subject to all those provisions of this Article IX which are not invalid or unenforceable.



ORGANIZED UNDER THE LAWS



OF THE STATE OF NEVADA

# Title Starts Online, Inc.

SPECIMEN

This Certifies That \_\_\_\_\_ of \_\_\_\_\_

COMMON SHARES

PAR VALUE OF \$ 0.001

\_\_\_\_\_ fully paid and now available

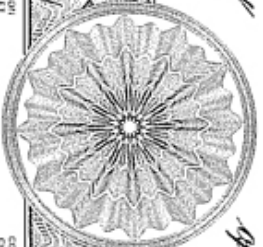
transferrable on the books of the Corporation in person or by duly authorized attorney upon  
surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly  
authorized officers and sealed with the Seal of the Corporation,

this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_

SECRETARY

PRESIDENT



February 1, 2008

**VIA ELECTRONIC TRANSMISSION**

Securities and Exchange Commission  
100 F Street, N. E.  
Washington, DC 20549

**Re: Title Starts Online, Inc.  
Form SB-2 Registration Statement**

Ladies and Gentlemen:

We refer to the above-captioned registration statement on Form SB-2 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Act") filed by Title Starts Online, Inc., a Nevada corporation (the "Company"), with the Securities and Exchange Commission.

We have examined the originals, photocopies, certified copies or other evidence of such records of the Company, certificates of officers of the Company and public officials, and other documents as we have deemed relevant and necessary as a basis for the opinion hereinafter expressed. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as certified copies or photocopies and the authenticity of the originals of such latter documents.

Based on our examination mentioned above, we are of the opinion that the 900,000 shares of common stock being offered pursuant to the Registration Statement are duly authorized and will be, after subscription for and when issued in the manner described in the Registration Statement, legally and validly issued, fully paid and non-assessable.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement. In giving the foregoing consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Act, or the rules and regulations of the Securities and Exchange Commission.

Very truly yours,

*/s/ Synergy Law Group, LLC*

Synergy Law Group, LLC

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**SUBSCRIPTION AGREEMENT**

THIS SUBSCRIPTION AGREEMENT ("Agreement") made as of this \_\_\_ day of \_\_\_\_\_, 2008, by and among Title Starts Online, Inc., a Nevada corporation (the "Company"), and the undersigned subscriber of securities of the Company (the "Subscriber").

WHEREAS, the Company intends to obtain subscriptions for the purchase and sale, in an offering registered under the Securities Act of 1933, as amended (the "Act"), on Form SB-2 (the "Registration Statement") filed with the Securities and Exchange Commission (the "Offering"), consisting of a minimum of 200,000 and a maximum of 900,000 shares of the Company's common stock, par value .001 (the "Shares"), on the terms and conditions as set forth in the prospectus (the "Prospectus") which is a part of the Company's Registration Statement, and the Subscriber desires to acquire that number of Shares set forth on the signature page hereof. This Agreement incorporates terms as defined by Title Starts Online, Inc.'s Registration Statement.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants hereinafter set forth, the parties hereto do hereby agree as follows:

1. Subscription Procedure

1.1 Subject to the terms and conditions set forth herein and in the Registration Statement, the Subscriber hereby subscribes for and agrees to purchase from the Company such number of Shares as is set forth upon the signature page hereof at a price of \$0.25 per Share (the "Purchase Price"). The Company agrees to sell such Shares to the Subscriber for the Purchase Price.

1.2 The subscription period will begin as of the date the Registration Statement is declared effective by the Securities and Exchange Commission ("SEC") and will terminate at 5:00 PM Local Time on June 30, 2008, unless terminated earlier or extended by the Company for up to an additional 30 days (the "Offering Period"). The Shares will be offered on a minimum/maximum basis as more particularly set forth in the Registration Statement. The minimum dollar amount of Shares that may be purchased by the Subscriber is \$1,250 unless the Company elects to waive the requirement. The consummation of the Offering is subject to the satisfaction of the closing conditions set forth in Section 5 of this Agreement.

1.3 The Purchase Price will be placed in escrow pursuant to an escrow agreement by and between Company and its escrow agent (the "Escrow Agreement"), and shall be paid over to the Company at the closing of the purchase of the Shares in the Offering pursuant to this Agreement (the "Closing").

1.4 The certificates for the Common Stock bearing the name of the Subscriber will be delivered by the Company no later than twenty (20) days following the Closing of the Offering. The Subscriber hereby authorizes and directs the Company to deliver the Shares to be issued to the Subscriber pursuant to this Agreement and delivered to the residential or business address indicated on the signature page hereof.

1.5 This executed Subscription Agreement shall be forwarded to:

Carol McMahan  
Synergy Law Group, LLC  
730 West Randolph Street  
Suite 600  
Chicago, IL 60661

1.6 The Purchase Price for the Shares purchased hereunder shall be paid by check or wire transfer (instructions available upon request) to Title Starts Online, Inc.

1.7 The Company may, in its sole discretion, reject any subscription, in whole or in part, or terminate or withdraw the Offering in its entirety at any time prior to Closing.

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## 2. Representations and Covenants of Subscriber.

2.1 The Subscriber recognizes that the purchase of Shares involves a high degree of risk in that (i) the Company will likely need additional capital but has no assurance of additional necessary capital; (ii) an investment in the Company is highly speculative and only investors who can afford the loss of their entire investment should consider investing in the Company and the Shares; (iii) an investor may not be able to liquidate his or her investment; (iv) there is currently no market for the Shares; (v) an investor could sustain the loss of his or her entire investment; and (vi) the Company is and will be subject to numerous other risks and uncertainties, including without limitation, significant and material risks relating to the Company's business, and the industries and markets in which the Company will compete, as well as risks associated with the Offering, and the other transactions contemplated herein, in the Registration Statement, all as more fully set forth herein and in the Registration Statement.

2.2 The Subscriber represents that he or she is able to bear the economic risk of an investment in the Shares.

2.3 The Subscriber acknowledges that he or she has reviewed all of the documents furnished or made available by the Company to evaluate the merits and risks of such an investment and that he or she recognizes the highly speculative nature of this investment.

2.4 The Subscriber acknowledges receipt and careful review of the Prospectus, this Agreement, and any other exhibits or attachments hereto and thereto (collectively, the "Offering Documents") and hereby represents that he or she has been furnished or given access by the Company during the course of this Offering with or to all information regarding the Company and its respective financial condition and results of operations which he or she had requested or desired to know; that all documents which could be reasonably provided have been made available for his or her inspection and review; that he or she has been afforded the opportunity to ask questions of and receive answers from duly authorized representatives of the Company concerning the terms and conditions of the Offering, and any additional information which he or she had requested.

2.5 The Subscriber acknowledges that this Offering of Shares may involve tax consequences, and that the contents of the Offering Documents do not contain tax advice or information. The Subscriber acknowledges that he or she must retain his or her own professional advisors to evaluate the tax and other consequences of an investment in the Shares.

2.6 The Subscriber acknowledges that neither the SEC nor any state securities commission has approved or disapproved of the Shares or passed upon the accuracy or adequacy of the Prospectus.

2.7 The Subscriber understands that the Company will review this Agreement, and the Company reserves the unrestricted right to reject or limit any subscription and to close the offer at any time.

2.8 The Subscriber hereby represents that the address of the Subscriber furnished on the signature page of this Agreement is the undersigned's principal residence if he or she is an individual or its principal business address if it is a corporation or other entity.

2.9 The Subscriber hereby represents that, except as set forth in the Offering Documents, no representations or warranties have been made to the Subscriber by the Company or its agents, employees or affiliates and in entering into this transaction, the Subscriber is not relying on any information, other than that contained in the Offering Documents and the results of independent investigation by the Subscriber.

2.10 If the undersigned Subscriber is a partnership, corporation, trust or other entity, such partnership, corporation, trust or other entity further represents and warrants that: (i) it is authorized and otherwise duly qualified to purchase and hold the Shares; and (ii) that this Agreement has been duly and validly authorized, executed and delivered and constitutes the legal, binding and enforceable obligation of the undersigned.

2.11 If the Subscriber is not a United States person, such Subscriber hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Shares or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Shares, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the Shares. Such Subscriber's subscription and payment for, and his or her or her continued beneficial ownership of the Shares, will not violate any applicable securities or other laws of the Subscriber's jurisdiction.

### 3. Representations by the Company.

Except as set forth in the Registration Statement or any other items provided to Subscriber, the Company represents and warrants to the Subscriber that:

3.1 Organization and Authority. The Company, and its respective subsidiaries, if any (i) is a corporation validly existing and in good standing under the laws of the jurisdiction of its incorporation, (ii) has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as presently conducted, and (iii) has all requisite corporate power and authority to execute, deliver and perform their obligations under this Agreement and the Offering Documents being executed and delivered by it in connection herewith, and to consummate the transactions contemplated hereby and thereby.

3.2 Qualifications. The Company, and each of its respective subsidiaries, if any, is duly qualified to do business as a foreign corporation and is in good standing in all jurisdictions where such qualification is necessary and where failure to so qualify could have a material adverse effect on the business, properties, operations, condition (financial or other), results of operations or prospects of the Company and its subsidiaries, taken as a whole or has the effect of preventing the Company from performing any of its duties or obligations under this Agreement. (a "Material Adverse Effect").

3.3 Corporate Authorization. The Offering Documents have been duly and validly authorized by the Company. This Agreement, assuming due execution and delivery by the Subscriber, when the Subscription Agreement is executed and delivered by the Company, will be, valid and binding obligations of the Company, enforceable in accordance with their respective terms, except as the enforceability hereof and thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to or affecting creditors' rights generally and general principles of equity, regardless of whether enforcement is considered in a proceeding in equity or at law.

3.4 Non-Contravention. The execution and delivery of the Offering Documents by the Company, the issuance of the Shares as contemplated by the Offering Documents, with or without the giving of notice or the lapse of time, or both, will not (i) result in any violation of any provision of the articles of incorporation or by-laws or similar instruments of the Company or its respective subsidiaries, (ii) conflict with or result in a breach by the Company or its respective subsidiaries of any of the terms or provisions of, or constitute a default under, or result in the modification of, or result in the creation or imposition of any lien, security interest, charge or encumbrance upon any of the properties or assets of the Company or its respective subsidiaries, pursuant to any agreements, instruments or documents or any indenture, mortgage, deed of trust or other agreement or instrument to which Company or any of its subsidiaries is a party or by which Company or any of its subsidiaries or any of its properties or assets are bound or affected, in any such case which would have a material adverse effect on the business, properties, operations, condition (financial or other), results of operations or prospects of the Company and its respective subsidiaries, taken as a whole, or the validity or enforceability of, or the ability of the Company to perform their obligations under, the Offering Documents, (iii) violate or contravene any applicable law, rule or regulation or any applicable decree, judgment or order of any court, United States federal or state regulatory body, administrative agency or other governmental body having jurisdiction over Company or any of its subsidiaries or any of its respective properties or assets that would, except with respect to violations of federal and state securities laws, have a Material Adverse Effect, or the validity or enforceability of, or the ability of the Company to perform its obligations under, the Offering Documents, (iv) have any material adverse effect on any permit, certification, registration, approval, consent, license or franchise necessary for the Company or its subsidiaries to own or lease and operate any of its properties and to conduct any of its business or the ability of the Company or its subsidiaries to make use thereof or (v) except for applicable requirements of federal securities laws and state securities or blue-sky laws, requiring filing with, or permit, authorization, consent or approval of, any third party, public body or authority.

3.5 Information Provided. The Company hereby represents and warrants to the Subscriber that the information set forth in the Prospectus and any other document provided by the Company (or the Company's authorized representatives) to the Subscriber in connection with the transactions contemplated by this Agreement, does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading.

3.6 Events Subsequent. Other than in the ordinary course of the Company's business, the Company has disclosed to the Subscriber:

- (a) Any sale, lease, transfer, license or assignment of any assets, tangible or intangible, of the Company;
- (b) Any damage, destruction or property loss, whether or not covered by insurance, affecting adversely the properties or business of the Company;
- (c) Any declaration or setting aside or payment of any dividend or distribution with respect to the shares of capital stock of the Company or any redemption, purchase or other acquisition of any such shares;
- (d) Any subjection to any lien on any of the assets, tangible or intangible, of the Company other than in the ordinary course of business;
- (e) Any incurrence of indebtedness or liability or assumption of obligations by the Company other than in the ordinary course of business;
- (f) Any waiver or release by the Company of any right of any material value;
- (g) Any compensation or benefits paid to officers or directors of the Company;
- (h) Any change made or authorized in the articles of incorporation or bylaws of the Company, except standard corporate minutes pertaining to this transaction and other items approved in the ordinary course of business;
- (i) Any loan to or other transaction with any officer, director or stockholder of the Company giving rise to any claim or right of the Company against any such person or of such person against the Company; or
- (j) Any material adverse change in the condition (financial or otherwise) of the respective properties, assets, liabilities or business of the Company; or
- (k) Any agreement, written or otherwise, to take any of the foregoing actions.

3.7 Compliance with Law. Neither the Company nor any of its respective subsidiaries is in violation of or has any liability under any statute, law, rule, regulation, ordinance, decision or order of any governmental agency or body or any court, domestic or foreign, except where such violation or liability would not individually or in the aggregate have a Material Adverse Effect and to the knowledge of the Company there is no pending investigation that would reasonably be expected to lead to such a claim.

3.8 Consents. The Company has all necessary consents, approvals, authorizations, orders, registrations, qualifications, licenses, filings and permits of, with and from all applicable judicial, regulatory and other legal or governmental agencies and bodies and all third parties, foreign and domestic (collectively, the "Consents"), to own, lease and operate their respective properties and conduct their respective businesses as are now being conducted and as disclosed in the Prospectus, except where the failure to have any such Consent would not have a Material Adverse Effect. Each such Consent is valid and in full force and effect, and the Company has not received written notice of any investigation or proceedings which results in or, if decided adversely to the Company, could reasonably be expected to result in, the revocation of, or imposition of a materially burdensome restriction on, any Consent.

**3.9 Intellectual Property.** The Company does not have any knowledge of any claim that, or inquiry as to whether, any product, activity or operation of the Company infringes upon or involves, or has resulted in the infringement of, any trademarks, trade-names, service marks, patents, copyrights or other proprietary rights of any other person, corporation or other entity; and no such proceedings have been instituted, are pending or are threatened against the Company. The Company: (i) owns or possesses all rights to use, option and/or license, as the case may be, all patents, patent applications, provisional patents, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, licenses, formulae, mask works, customer lists, internet domain names, know-how and other intellectual property (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures, “Intellectual Property”) necessary for the conduct of their respective businesses as being conducted and as described in the Offering Memorandum and (ii) does not believe that the conduct of their respective businesses does or will conflict with, and have not received any notice of any claim of conflict with, any such right of others, which conflict would have a Material Adverse Effect. All Intellectual Property developed by and belonging to Company (including, without limitation, that which is developed by consultants to Company which has not been patented has been kept confidential so as, among other things, all such information may be deemed proprietary to Company. To Company’s knowledge, there is no infringement by third parties of any Intellectual Property. There are no pending or, to Company’s knowledge, threatened actions, suits, proceedings or claims by others challenging Company’s rights in or to any Intellectual Property, and there are no facts which would form a reasonable basis for any such claim. There is no pending or, to Company’s knowledge, threatened action, suit, proceeding or claim by others that Company infringes or otherwise violates any Intellectual Property rights of others, in each case which would be reasonably likely to have a Material Adverse Effect, and Company is not aware of any other fact which would form a reasonable basis for any such claim.

**3.10 Legal Compliance.** To the best knowledge of the Company, after due investigation, no claim has been filed against the Company alleging a violation of any applicable laws or regulations of foreign, federal, state and local governments and all agencies thereof. The Company holds all of the material permits, licenses, certificates or other authorizations of foreign, federal, state or local governmental agencies required for its respective business as presently conducted.

**3.11 No SEC or NASD Inquiries.** The Company and none of its past or present officers or directors are, or has ever been, the subject of any formal or informal inquiry or investigation by the SEC or NASD.

**3.12 Disclosure.** The representations and warranties and statements of fact made by the Company in this Agreement are, as applicable, accurate, correct and complete and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements and information contained herein not false or misleading. The Company is and, at all times up to and including consummation of the transactions contemplated by this Agreement, and after giving effect to application of the net proceeds of the Offering, will not be, subject to registration as an “investment company” under the Investment Company Act of 1940, as amended (the “1940 Act”), and is not and will not be an entity “controlled” by an “investment company” within the meaning of the 1940 Act. The Company will: (i) utilize the proceeds of the Offering in accordance with the “Use of Proceeds” section of the Prospectus and (ii) initially utilize the proceeds of the Offering in such a manner so as to cause Company not to be subject to the 1940 Act, and will thereafter use its best efforts to avoid Company becoming subject to the 1940 Act.

**3.13 Securities Law Compliance.** Subject to the accuracy and completeness of the representations and warranties of the Subscriber contained in this Agreement, the Company has complied and will comply with all applicable federal and state securities laws in connection with the offer, issuance and sale of the Shares hereunder.

**4. Covenants of the Company.** The Company covenants with the Subscriber as follows, which covenants are for the benefit of the Subscriber and its, his or her permitted assignees.

**4.1 Securities Compliance.** The Company shall take all necessary action as may be required or permitted by applicable law, rule and regulation, for the legal and valid issuance of the Shares to the Subscriber, or their respective subsequent holders.

**4.2 Compliance with Laws.** The Company shall comply, and cause each Subsidiary to comply, with all applicable laws, rules, regulations and orders, noncompliance with which would be reasonably likely to have a Material Adverse Effect.

**4.3 Keeping of Records and Books of Account.** The Company shall keep and cause each Subsidiary to keep adequate records and books of account, in which complete entries will be made in accordance with GAAP consistently applied, reflecting all financial transactions of the Company and its Subsidiaries.

**4.4 Other Agreements.** The Company shall not enter into any agreement in which the terms of such agreement would restrict or impair the right or ability of the Company or any Subsidiary to perform its obligations under any Offering Documents.

4.5 Use of Proceeds. The Company will use the net proceeds from the sale of the Shares for the purposes set forth in the Prospectus under the section titled “Use of Proceeds”.

## 5. Closing Conditions

5.1 Conditions Precedent to the Obligation of the Company to Close and to Sell the Shares. The obligation hereunder of the Company to close and issue and sell the Shares to the Subscriber at the Closing Date is subject to the satisfaction or waiver, at or before the Closing of the conditions set forth below. These conditions are for the Company's sole benefit and may be waived by the Company at any time in its sole discretion.

(a) Accuracy of the Subscriber's Representations and Warranties. The representations and warranties of the Subscriber shall be true and correct in all material respects as of the date when made and as of the Closing Date as though made at that time, except for representations and warranties that are expressly made as of a particular date, which shall be true and correct in all material respects as of such date.

(b) Performance by the Subscriber. The Subscriber shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Subscriber at or prior to the Closing Date.

(c) No Injunction. No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or governmental authority of competent jurisdiction which prohibits the consummation of any of the transactions contemplated by this Agreement.

(d) Delivery of Purchase Price. The Subscriber shall have delivered to the Company the purchase price for the Shares to be purchased by the Subscriber.

(e) Delivery of this Agreement. This Agreement has been duly executed and delivered by the Subscriber.

5.2 Conditions Precedent to the Obligation of the Subscriber to Close and to Purchase the Shares. The obligation hereunder of the Subscriber to purchase the Shares and consummate the transactions contemplated by this Agreement is subject to the satisfaction or waiver, at or before the Closing Date, of each of the conditions set forth below. These conditions are for the Subscriber's sole benefit and may be waived by the Subscriber at any time in its sole discretion.

(a) Accuracy of the Company's Representations and Warranties. Each of the representations and warranties of the Company in this Agreement shall be true and correct in all respects as of the Closing Date, except for representations and warranties that speak as of a particular date, which shall be true and correct in all material respects as of such date.

(b) Performance by the Company. The Company shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Company at or prior to the Closing Date.

(c) No Injunction. No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or governmental authority of competent jurisdiction which prohibits the consummation of any of the transactions contemplated by this Agreement.

(d) No Proceedings or Litigation. No action, suit or proceeding before any arbitrator or any governmental authority shall have been commenced, and no investigation by any governmental authority shall have been threatened, against the Company or any Subsidiary, or any of the officers, directors or affiliates of the Company or any Subsidiary seeking to restrain, prevent or change the transactions contemplated by this Agreement, or seeking damages in connection with such transactions.

(e) Shares. Within a reasonable period of time after the Closing the Company shall deliver to the Subscriber certificates representing the Shares (in such denominations as the Subscriber may request).

(f) Material Adverse Effect. No Material Adverse Effect shall have occurred at or before the Closing Date.

(g) Minimum Investment Amount. Pursuant to the Prospectus, the Company shall have in escrow the at least \$50,000.

## 6. Miscellaneous.

6.1 Any notice or other communication given hereunder shall be deemed sufficient if in writing and sent by registered or certified mail, return receipt requested, addressed to the Company at Title Starts Online, Inc., 7007 College Boulevard, Suite 270, Overland Park, KS 66211, Attention: Mark DeFoor, Chief Executive Officer, with a copy to (which shall not constitute notice) Synergy Law Group, L.L.C., 730 West Randolph, Suite 600, Chicago, Illinois 60661, Attention: Bartly Loethen, Esq., and to the Subscriber at the address indicated on the signature page of this Agreement. Notices shall be deemed to have been given three (3) business days after the date of mailing, except notices of change of address, which shall be deemed to have been given when received.

6.2 This Agreement may be amended through a written instrument signed by the Subscriber and the Company; provided, however, that the terms of Section 4 of this Agreement may be amended without the consent or approval of the Subscriber so long as such amendment applies in the same fashion to the subscription agreements of all of the other subscribers for Shares in the Offering

6.3 This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, legal representatives, successors and assigns. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any and every nature among them.

6.4 Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of Nevada.

6.5 This Agreement may be executed in counterparts. It shall not be binding upon the Company unless and until it is accepted by the Company. Upon the execution and delivery of this Agreement by the Subscriber, this Agreement shall become a binding obligation of the Subscriber with respect to the purchase of Shares as herein provided; subject, however, to the right hereby reserved to the Company to enter into the same agreements with other subscribers and to add and/or to delete other persons as subscribers.

6.6 The holding of any provision of this Agreement to be invalid or unenforceable by a court of competent jurisdiction shall not affect any other provision of this Agreement, which shall remain in full force and effect.

6.7 It is agreed that a waiver by either party of a breach of any provision of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach by that same party.

6.8 The parties agree to execute and deliver all such further documents, agreements and instruments and take such other and further action as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

6.9 Specific Performance. The Company and the Subscriber acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement or the other Offering Documents are not performed in accordance with their specific terms or are otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent or cure breaches of the provisions of this Agreement or the other Offering Documents and to enforce specifically the terms and provisions hereof or thereof, this being in addition to any other remedy to which any of them may be entitled by law or equity.

6.10 Survival. The representations, warranties and covenants of the Company and the Subscriber shall survive the execution and delivery hereof and the Subscription Closing until the second anniversary of the Closing Date.

6.11 The obligation of the Subscriber hereunder is several and not joint with the obligations of any other subscribers for the purchase of Shares in the Offering (the “Other Subscribers”), and the Subscriber shall not be responsible in any way for the performance of the obligations of any Other Subscribers. Nothing contained herein or in any other agreement or document delivered at the Closing, and no action taken by the Subscriber pursuant hereto, shall be deemed to constitute the Subscriber and the Other Subscribers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Subscriber and the Other Subscribers are in any way acting in concert with respect to such obligations or the transactions contemplated by this Agreement. The Subscriber shall be entitled to protect and enforce the Subscriber’s rights, including without limitation the rights arising out of this Agreement, and it shall not be necessary for any Other Subscriber to be joined as an additional party in any proceeding for such purpose. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party. The Subscriber is not acting as part of a “group” (as that term is used in Section 13(d) of the 1934 Act) in negotiating and entering into this Agreement or purchasing the Shares. The Company hereby confirms that it understands and agrees that the Subscriber is not acting as part of any such group.

[SIGNATURE PAGE FOLLOWS]



SIGNATURE PAGE

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

Number of Shares Subscribed For:

Total Amount of Subscription:

\_\_\_\_\_ x \$0.25  
per Share

\$ \_\_\_\_\_

\_\_\_\_\_  
Print Full Legal Name of Subscriber

\_\_\_\_\_  
Print Full Legal Name of Co-Subscriber  
(if applicable)

\_\_\_\_\_  
Signature of (or on behalf of) Subscriber

\_\_\_\_\_  
Signature of (or on behalf of) Co-Subscriber  
(if applicable)

Name:

Title:

Address of Subscriber:

Address of Co-Subscriber (if applicable):

\_\_\_\_\_  
Social Security or Taxpayer Identification  
Number of Subscriber

\_\_\_\_\_  
Social Security or Taxpayer Identification  
Number of Co-Subscriber (if applicable)

TYPE OF  
OWNERSHIP:

☐ Individual      ☐ Joint Tenants  
with  
Rights of  
Survivorship

☐ Corporation      ☐ LLC

☐ Other:

☐ Partnership

☐ Trust

Date of Trust:

Name of Trustee:

Mail to:

Carol McMahan  
Synergy Law Group, LLC  
730 West Randolph Street  
Suite 600  
Chicago, IL 60661

Subscription Agreed to and Accepted:

TITLE STARTS ONLINE, INC.

By: \_\_\_\_\_  
Mark DeFoor  
President and Chief Executive Officer