Tytan Holdings, Inc.

Revised Annual Report

December 31, 2010

TABLE of CONTENTS

Part A General Company Information

Item 1 The exact name of issuer and its predecessors

Tytan Holdings, Inc.

was Ault Glazer & Co., Inc. until 10-2009
was Remington-Hall Capital Corp. until 3-2008
was Universal Fuels Co. until 2-1998

Item 2 Address of the issuer's principal executive offices

5225 Meeker Drive
Kalama, Washington 98625

Telephone (360) 673-2278
Email TytanTractor@yahoo.com
URL http://www.TytanTractor.com

Item 3 The jurisdiction and date of the issuer's incorporation or organization

The Issuer was incorporated in the Commonwealth of Colorado on June 18, 1975 as Universal Uranium Company. On June 25th, 2009 Articles of Amendment where filed pursuant to §7-90-301, et seq. and §7-110-106 of the Colorado Revised Statutes (C.R.S.) officially renaming the issuer to Tytan Holdings, Inc.

Part B Share Structure

Item 4 The exact title and class of securities outstanding

Security Symbol: TYTN.PK
CUSIP Number: 902508 10 0
Common Stock: 1,500,000,000 authorized, par value $0.001
Preferred Stock: 1,000,000 authorized, par value $0.001

Item 5 Par or stated value and description of the security

Common Shares

The Company is authorized to issue 1,500,000,000 shares of Common Stock at a $0.001 par value. The holders of Common Stock are entitled to equal dividends and distributions, with respect to the Common Stock when, as, and if declared by the Board of Directors from funds legally available for such dividends. No holder of Common Stock has any preemptive right to subscribe for any Company stock nor are any shares subject to redemption. Upon our liquidation, dissolution or winding up, and after payment of creditors and any amounts payable to senior securities, the assets will be divided pro rata on a share-for-share basis among the holders of the shares of Common Stock. All shares of Common Stock now outstanding are, fully paid, validly issued and non-assessable.

The Preferred Class A Shares, not the Common Shares, have the right to elect or remove members of the Board of Directors.

The Company has never paid any dividends to shareholders of our Common Stock. The declaration in the future of any cash or stock dividends will depend upon our capital requirements and financial position, general economic conditions, and other pertinent factors. We presently intend not to pay any cash or stock dividends in the foreseeable future. Management intends to reinvest earnings, if any, in the development and expansion of the Company's business.

Preferred Class A Shares

See the Company's Articles of Incorporation (Item 19, pages 50-52 of this filing) for all of the provisions of the Preferred Class A shares, especially the right to elect or remove members of the Board of Directors.

The Company is authorized to issue 1,000,000 shares of Preferred Stock. The holders of Class A Preferred Shares shall have the right to elect or remove members of the Board of Directors by majority vote. In the event that there is no outstanding Class A Preferred Shares, then this right shall be held by those holding the Common Stock. See Item 19 Articles of Incorporation for further details on the Class A Shares.

The holders of Class A Preferred Shares shall have the right, but not the obligation, to convert their shares into Common Stock at the ratio of four hundred share of Common Stock for each Class A preferred Share (400:1) at any time and upon not less than sixty (60) days' written notice to the President of the Corporation. In the event that the total authorized but unissued share of Common Stock in the Corporation are insufficient to effectuate any conversion notice under this Section 5, the Officers, Directors and Shareholders of the Corporation have the obligation to take such actions as may be required to increase the authorized capital of the Corporation.

In no event so long as any Class A Preferred Shares be outstanding shall any dividend, except one payable in Common Stock or other shares ranking junior to the Series Preferred Stock, be paid or declared or any distribution be made on the Common Stock or any other shares ranking Junior to the Class A Preferred Shares, nor shall any Common Stock or any other shares ranking Junior to the Class A Preferred shares be purchased, retired, redeemed or otherwise reacquired by the Corporation (except out of the proceeds of the sale of Common Stock or other shares ranking junior to Call A Preferred Shares received by the Corporation).

The holders of Class A Preferred Shares shall, in case of voluntary or involuntary liquidation, dissolution or winding up of the business and affairs of the Corporation, be entitled to receive in full, out of the assets of the Corporation, including capital, before any amount shall be paid or distributed among the holder of any share ranking junior to Class A Preferred Shares, an amount equal to Thirty Dollars ($30.00) per share. In case the net assets of the Corporation legally available therefor are insufficient to permit the payment upon all outstanding shares of Class A Preferred Shares of the full preferential amount to which they are respectively entitled, then such net assets shall be distributed ratably upon outstanding shares of Class A Preferred Shares in proportion to the full preferential amount to which each such share is entitled.

Preferred Class B Shares

The Preferred Class B shares have all the rights set forth in Division A (ii) of Article II of the Company's Articles of Incorporation (Item 19, pages 53-55 of this filing) and the April 1, 2009 Minutes of the Company's Board of Directors (Exhibit G hereto).

Item 6 Total amount of the securities outstanding for each class of securities authorized

Common Stock

(i) **December 31, 2010**
(ii) Number of shares authorized 1,500,000,000
(iii) Total number of shares issued and outstanding 1,425,911,508
(iv) Est. Public Float 322,579,063
(v) Total number of shareholders 2,157

(i) **December 31, 2009**
(ii) Number of shares authorized 1,500,000,000
(iii) Total number of shares issued and outstanding 1,425,911,508
(iv) Est. Public Float 164,853,613
(v) Total number of shareholders 2,160

(i) **December 31, 2008**
(ii) Number of shares authorized 1,500,000,000
(iii) Total number of shares issued and outstanding 402,161,508
(iv) Est. Public Float 160,000,000
(v) Total number of shareholders 2,119

(i) **December 31, 2007**
(ii) Number of shares authorized 1,500,000,000
(iii) Total number of shares issued and outstanding 261,310,499
(iv) Est. Public Float 77,597,869
(v) Total number of shareholders 2,111

Preferred Stock

(i) December 31, 2010
(ii) Number of shares authorized 1,000,000
(iii) Total number of shares issued and outstanding 1,000,000 (600,000 Series A and 400,000 Series B)
(iv) Est. Public Float N/A
(v) Total number of shareholders: 5 (see Item 14, p. 29 herein)

a.	Mark Leonard, CEO	500,000 Shares Series A
b.	Holly A. King, Leonard's Daughter	50,000 Shares Series A
c.	Heather S. Mockovak, Leonard's Daughter	50,000 Shares Series A
d.	Pam Copen, Private Investor	200,000 Shares Series B
e.	Paul Stringer, Unpaid Transfer Agent Advisor to Co.	200,000 Shares Series B

(i) December 31, 2009
(ii) Number of shares authorized 1,000,000
(iii) Total number of shares issued and outstanding 1,000,000 (600,000 Series A and 400,000 Series B)
(iv) Est. Public Float N/A
(v) Total number of shareholders 5 (see list above in (v))

Item 7 *Transfer Agent*

Transfer Online, Inc.™*
512 SE Salmon Street
Portland, OR 97214
* Agency Registered under Exchange Act.

Telephone (503) 227-2950
URL http://www.TransferOnline.com

Part C Business Information

Item 8 *The nature of the issuer's business*

A. Business Development

Tytan Holdings, Inc. (the 'Company') is a Colorado type C corporation formed on June 18, 1975 as Universal Uranium Company, and was Ault Glazer & Co., Inc. until 10-2009, Remington Hall Capital Corp. until 3-2008, and Universal Fuels Co. until 2-1998. The Company was in the business of financial holdings, and had various holdings in minority and majority control positions along with various loans to companies in which it had security and/or convertible rights and warrants. The Company's fiscal year ends December 31.

On June 25, 2009 the Company amended its Articles of Incorporation to change its name to Tytan Holdings, Inc. maintaining a SIC Code of 6719 (Holding Companies, misc). With this amendment, the Company changed its focus to a holding corporation with strategic focus on acquisition of agricultural equipment manufacturers and exploration of environmental technologies.

In 2009, the Company began aggressively seeking acquisition prospects to fulfill the Company's new purpose. On December 3, 2009, Tytan Holdings, Inc. completed acquisition of Tytan International, Inc., a tractor Company with exclusive manufacturing agreements in China. With the recent explosion of the Chinese Automobile Industry, there has been a huge boom in tractor production quality. The Company intends to capitalize on this development by introducing a new line of products not yet seen in the U.S. or Canada. Tytan expects this high quality equipment to be extremely competitive with what is currently available to the North American consumer of small tractors and implements.

Tytan's has certain proprietary designs that are in the process of consideration from the United State Patent Office. These include United States Patent Pending (#12/324,440) Wood Chipper which has three (3) elements under consideration, and United States Patent Pending (#12/039,414) 4N1 Bucket for Front Loader which has three (3) elements under consideration.

On February 18, 2010 the Company purchased United States Patent #6,518,209, technically described in the patent abstract as "A chemical, thermal, and electrical corrosion resistant dry mix for use in fusing glass to metal motor vehicle and building industry articles. A chemical, thermal, and electrical corrosion resistant composition for fusing glass to metal motor vehicle and building industry articles. A method of glass fusing metal motor vehicle and building industry articles using a chemical, thermal, and electrical corrosion resistant dry mix. A method of glass fusing metal motor vehicle and building industry articles with a chemical, thermal, and electrical corrosion resistant composition. A method of fusing single or multiple layers of glass to metal motor vehicle and building industry articles." This method was tested by Ford Motor Company. This purchase will allow the Company to potentially generate additional revenues through patent licensing as well as having applications for Tytan International, Inc.'s product line.

Tytan Holdings, Inc., irrespective of its officers or subsidiaries, is not in default of the terms of any note, loan, lease, or other indebtedness or financing arrangement. No past, pending, or anticipated stock splits, stock dividends, recapitalization, mergers, acquisitions, spin-offs, or reorganizations are planned. The Company's wholly owned subsidiary, Tytan International, Inc., was in default of its $660,000 loan from Cowlitz County Bank as of December 31, 2010, and as of the date of this Revised Annual Report.

The Company's wholly owned subsidiary Tytan International, Inc. has prevailed in its lawsuit against Tractor Co. and Mitch Bogden (see Exhibit D). The total awarded was for $252,750.00. Mitch Bogden filed bankruptcy. This may affect collection of the award. While it is currently to early to be conclusive, based upon the Company's preliminary investigations, the Company believes that its award should be ultimately collectible. Outside of this there are no other current, past, pending or threatened legal proceedings or administrative actions either by or against the Company that could have a material effect on the Issuer's business, financial condition, or operations.

There are no current, past or pending trading suspensions against the Company by any securities regulator. The issuer has not been in bankruptcy, receivership or any similar proceeding. Tytan Holdings, Inc. issued 600,000,000 shares of Common Restricted Stock to Mark Leonard for the acquisition of Tytan International, Inc.

B. Business of Issuer

On June 25, 2009 the Company amended its articles of incorporation to change its name to Tytan Holdings, Inc. maintaining an SIC Code of 6719 (Holding companies, misc.) With this change the Company changed its strategic focus to a holding corporation with strategic focus in acquisition of agricultural equipment manufactures and exploration of environmental technologies.

The Company is currently conducting operations, and has a long-standing record of operations. Tytan Holdings, Inc. has never been a “Shell Company” as defined by Securities Act Rule 405, or an asset-backed issuer, as defined by Item 1101(b) of Regulation AB.

In 2009 the Company began aggressively seeking acquisition prospects to fulfill the Company’s new purpose. On December 3, 2009, Tytan Holdings, Inc. completed acquisition of Tytan International, Inc., a tractor company with exclusive manufacturing agreements in China in consideration of 600,000,000 shares of the Company’s Common Stock and 500,000 Series A Preferred Shares. With the recent explosion of the Chinese Automobile Industry, there has been a huge boom in quality. Tytan intends to be there with a new era of products in 2011 that meet or beat any competitor's products, and at prices the consumers can afford.

Tytan’s has certain proprietary designs that are in the process of consideration from the United State Patent Office including; United States Patent Pending (#12/324,440) Wood Chipper currently has three (3) elements under consideration by the United States Patent Office. Tytan also holds United States Patent Pending (#12/039,414) with their 4N1 Bucket for Front Loader, these provisional Patent applications will be detailed in additional professional reports.

On February 18, 2010 the Company purchased United States Patent #6,518,209, technically described in the patent abstract as “A chemical, thermal, and electrical corrosion resistant dry mix for use in fusing glass to metal motor vehicle and building industry articles. A chemical, thermal, and electrical corrosion resistant composition for fusing glass to metal motor vehicle and building industry articles. A method of glass fusing metal motor vehicle and building industry articles using a chemical, thermal, and electrical corrosion resistant dry mix. A method of glass fusing metal motor vehicle and building industry articles with a chemical, thermal, and electrical corrosion resistant composition. A method of fusing single or multiple layers of glass to metal motor vehicle and building industry articles.” This purchase will allow the Company to potentially generate additional revenues through patent licensing while having applicable use to Tytan International, Inc.’s product line.

To better understand the amount of monies spent during each of the last two fiscal years on research and development activities please review the individual financial statements filled with the OTC Disclosure and News Service.

Tytan Holdings, Inc.’s does not incur costs or violate environmental laws (federal, state or local). Tytan Holdings, Inc. and subsidiary Tytan International, Inc. currently employ 2 officers/directors and 5 employees.

Item 9 Nature of products

Tytan Holdings, Inc acts as a holding company for its portfolio of companies in which it has a controlling interests. Through our wholly owned subsidiary, Tytan International , Inc., the Company generates revenue employing standard retail and wholesale practices.

Tytan International, Inc.'s products are in competition with several brands in the small to medium acreage market. The Company believes that its long standing customer and dealer relationships, quality equipment, affordable prices, and innovation are keys to the Company's competitive edge.

Tytan Holdings, Inc. does not deal directly in the manufacturing of any product and does not rely on sources and availability of raw materials or principal suppliers. Tytan's wholly owned subsidiaries, however, do rely on sources and availability of raw materials or principal suppliers in China. Information regarding these vendors and/or manufacturers is considered proprietary, and therefore are not discussed in this report. Tytan Holdings, Inc. and its subsidiaries have an expansive client base with no single or specific reliance on any particular investor or purchaser of the subsidiary's products.

All products imported by Tytan International, Inc. are inspected and approved by the US Customs Office upon entry to the US. All engines are checked and certified for EPA Emission compliance and OSHA requirements before entry into the US market.

Item 10 Nature of extent of the issuer's facilities

Tytan Holdings, Inc. principal office location is at 5225 Meeker Drive, Kalama, Washington 98625. This location is also the Headquarters of Tytan International, Inc. The property is leased, and acts, not only as a corporate headquarters but, also as a retail dealership, inventory storage, service shop, parts department, shipping depot, and showroom.

This location is clearly viewable to the high volume traffic of Interstate 5. Signage and inventory are clearly visible from both directions of the interstate highway. Tytan Holdings leases its facilities at 5225 Meeker Drive, Kalama, WA 98625 from Mark Leonard, its President, under a triple net lease for $4,000.00 per month. The term of the lease is for 4 years, and ends on June 30, 2015 with an option to renew.

Resolution for Lease of Facilities ***(See Exhibit A)***

Part D Management Structure and Financial Information

Item 11 The name of the chief executive officer, members of the board of directors, as well as control persons.

Mark Leonard – President and Chairman of the Board

The President and Chairman of the Board of Tytan Holdings, Inc. (and its wholly owned subsidiary Tytan International, Inc.) is Mark Leonard. His principal offices are located at 5225 Meeker Drive, Kalama, WA 98625. In the past five (5) years his employment has been as acting President of Tytan International, Inc. He has no conflicts of interest, nor does he hold any other board memberships or other affiliations with other companies.

Mr. Leonard is compensated $6,000.00 USD (Six Thousand United States Dollars) per month for his position as President with Tytan Holdings, Inc. and beneficially owns 600,000,000 (Six Hundred Million) shares of Common stock and owns 500,000 (Five Hundred Thousand) shares of Preferred Series A stock. He has not been the subject of a conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses), nor has he been subject to the entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited his involvement in any type of business, securities, commodities, or banking activities.

Mr. Leonard has not been subject of any judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated; or the entry of an order by a self-regulatory organization that permanently or temporarily barred suspended or otherwise limited his involvement in any type of business or securities activities. Executive Employment & Compensation Agreement ***(See Exhibit B)***

Steve Amdahl – Secretary and Director

The Secretary and Director of Tytan Holdings, Inc. is Steve Amdahl. His principal offices are located at 5225 Meeker Drive, Kalama WA 98625. In the past five (5) years his employment has consisted only as acting Secretary of Tytan Holdings, Inc. and as an Independent Business Consultant. He has no conflicts of interest nor does he hold any board memberships or other affiliations with other companies.

Mr. Amdahl is compensated 500.00 USD (Five Hundred United States Dollars) per month for his position as Secretary and Director with Tytan Holdings, Inc. and he beneficially owns 25,000,000 (Twenty Five Million) shares of Common stock. He has NOT been the subject of a conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses), nor has he been subject to the entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited his involvement in any type of business, securities, commodities, or banking activities.

Mr. Amdahl has not been subject of any judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated; or the entry of an order by a self-regulatory organization that permanently or temporarily barred suspended or otherwise limited his involvement in any type of business or securities activities.

Holly A. King

Daughter of CEO

Heather S. Mockovak

Daughter of CEO

TYTAN HOLDINGS, INC.
Consolidated Balance Sheet
For the years ended December 31, 2010 and 2009

	2010	2009
ASSETS		
Current Assets		
Cash on hand, in bank	$ 61,663	$ 52,477
Inventory	1,410,943	1,532,144
Accounts receivable	252,750	
Total Current Assets	1,725,356	1,584,621
Property and Equipment		
Equipment	166,397	158,554
Molds and patents	79,150	41,215
Accumulated depreciation	(66,331)	(100,057)
Total Property and Equipment	179,216	99,712
Other Assets		
Goodwill	10,000	10,000
Total Other Assets	10,000	10,000
TOTAL ASSETS	$ 1,914,572	$ 1,694,333
LIABILITIES AND STOCKHOLDER'S EQUITY		
Current Liabilities		
Accounts Payable		
Accounts payable and accrued expenses	$ 80,713	59,009
Notes payable	700,000	700,000
Total Current Liabilities	780,713	759,009
Long Term Liabilities		

Note payable shareholder	$ 427,488	$ 503,080
Total Long Term Liabilities	427,488	503,080
Total Liabilities	1,208,201	1,262,089
Stockholders' Equity		
Common stock, par value .001, 1.5 Billion authorized 1,425,911,508 shares issued and outstanding	95,581,623	95,581,623
Additional paid-in capital	(95,162,839)	(95,162,839)
Preferred stock 1 million shares authorized and issued	250,000	250,000
Retained Earnings (Deficit)	37,587	(236,540)
Total Stockholders' Equity	706,371	432,244
Total Liabilities and Stockholders' Equity	$ 1,914,572	$ 1,694,333

See accompanying notes.

TYTAN HOLDINGS, INC.
Consolidated Statement of Income and Retained Earnings
For the years ended Decmber 31, 2010 and 2009

	2010	2009
Income		
Sales	585,077	1,518,642
Total Sales	585,077	1,518,642
Cost of sales	251,558	722,463
Total Cost Of Sales	251,558	722,463
Gross Profit	333,519	796,179
Expenses before interest and depreciation	265,231	673,701
Income before interest and depreciation	68,288	122,478
Commissions		8,245
Inventory adjustment		(84,586)
Interest income	(3)	(110)
Interest expense	15,095	50,872
Depreciation expense	31,516	32,888
Total Other Income and Expense	46,608	7,309
Income before Extraordinary Item	21,680	115,169
Extraordinary Item		
Arbitration awarded to Tytan International, Inc. (Mark Leonard) from TractorCo, Inc. (Mitch Bogden) Ref. 1160017935 JAMS State of Washington	252717	0
Federal Income Taxes	0	0

	2010	2009
Net Income, after taxes	274,397	115,169
Retained Earnings, beginning of year	(236,540)	(351,709)
Retained Earnings, end of year	$ 37,857	$ (236,540)

See accompanying notes.

TYTAN HOLDINGS, INC.
Consolidated Statements of Cash Flows
For the years ended December 31, 2010 and 2009

	2010	**2009**
Cash Flows From Operating Activities		
Net Income	274,397	$115,169
Adjustments to reconcile net income		
Accounts receivable	252,750	-
Accounts receivable-Other		-
Inventories	(121,201)	(366,544)
Accounts payable	21,704	51,033
Notes payable-Cowlitz Bank	-	-
Shareholder Advances	(75,592)	39,771
Net cash provided by Operating Activities	352,058	(160,571)
Cash Flows From Investing Activities		
Accumulated depreciation	31,516	32,888
Equipment	7,843	9,903
Office Equipment		4,662
Molds and patents	37,935	
Net Cash Flows From Investing Activities	77,294	47,453

See accompanying notes.

TYTAN HOLDINGS, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
From March 31, 2007 to December 31, 2010
Unaudited

	Common Stock		Preferred Stock		Additional Paid-in
	Shares	**Amount**	**Shares**	**Amount**	**Capital**
Balance March 31, 2007	95,292,023	$95,292,023			$(95,292,023)
Issuance of shares for assets	20,000,000	2,000			18,000
Balance Sept. 30, 2007	115,292,023	95,294,023			(95,274,023)
Balance Dec. 31, 2007	115,292,023	95,294,023			(95,274,023)
Issuance of shares for cash:					
Feb. 12, 2008	29,500,000	29,500			560,500
Feb. 20, 2008	16,018,400	16,018			304,350
Feb. 28, 2008	1,250,000	1,250			23,750
Mar. 3, 2008	29,297,500	29,298			556,290
Mar. 25, 2008	1,000,000	1,000			9,000
Balance March 31, 2008	192,357,923	95,371,089			(93,820,133)
Issuance of shares for cash:					
Apr. 4, 2008	69,757,268	69,757			4,053,679
Apr. 11, 2008	2,159,494	2,160			120,856
Apr. 16, 2008	3,392,286	3,392			234,068

Apr. 17, 2008	8,923,106	8,923			53,539
issuance of shares for services					
Apr. 11, 2008	892,922	893			4,464
Apr. 17, 2008	25,443,400	25,443			1,705,595
Issuance of shares for cash:					
May 12,2008	60,735,109	60,735			242,940
Balance June 30, 2008	363,661,508	95,542,392			(87,404,992)
Issuance of shares for cash:					
Jul. 31, 2008	15,500,000	15,500			294,500
Sept. 2, 2008	23,000,000	23,000			207,000
Balance September 30, 2008	402,161,508	95,580,892			(86,903,492)
Balance December 31, 2008	402,161,508	95,580,892			(86,903,492)
Shares issued for acquisition Mar. 19, 2009	400,000,000	-			(8,276,804)
Balance March 31, 2009	802,161,508	95,580,892			(95,180,296)
Shares issued for debt		210	1,000,000	250,000	
Balance June 30, 2009	802,161,508	95,581,102			(95,180,296)
Shares issued for services					
Aug. 12, 2009	23,750,000	521			17457
Shares issued for acquisition Tytan International, Inc.	600,000,000				
Balance September 30, 2009	825,911,508	95,581,623			(95,162,839)
Balance December 31, 2009	1,425,911,508	$95,581,623	1,000,000	250,000	$(95,162,839)

Balance December 31, 2010	1,425,911,508	$95,581,623	1,000,000	250,000	$(95,162,839)

See accompanying notes.

TYTAN HOLDINGS, INC.
Consolidated Statement of Changes in Stockholders' Equity
For the years ended December 31, 2010 and 2009

	2010		**2009**	
COMMON STOCK				
Balance at beginning of year	$ 95,581,623		$ 95,581,623	
Par value of shares issued Under purchase plan for investments Jan.-Dec.		0		0
Balance at end of Year	$ 95,581,623		$ 95,581,623	
ADDITIONAL PAID-IN CAPITAL				
Balance at beginning of year	(95,162,839)		$(95,162,839)	
Market value in excess of par value of shares of common stock issued: Jan.-Dec.		0		0
Balance at end of Year	$(95,162,839)		$(95,162,839)	
PREFERRED STOCK				

Balance at beginning of Year	250,000	$ 250,000
Balance at end of Year	$ 250,000	$ 250,000

See accompanying notes

TYTAN HOLDINGS, INC.

Consolidated Notes to Financial Statements

For the years ended December 31, 2010 and 2009

NOTE A Summary of Significant Accounting Policies

Nature of Operations

Tytan Holdings, Inc. ("Company") is traded on the pink sheets under the symbol TYTN.PK. Its subsidiary is Tytan International, Inc.

The Company has exclusive agreements with manufacturers of its Tractors and Crawlers in China as well as proprietary information on the importation of it products into the United States. The Company also has several patents in the United States on the design and construction of implements used with the Tractors and Crawlers.

Tytan International, Inc. is located in Kalama, Washington on Interstate 5. The Company has on display, at its headquarters, all its product lines and sells retail from its yard.

Currently, the Company is setting up a full line of dealers in the U.S. to carry the Company's products.

Inventories

Inventories are stated at lower of cost or market value, on the first in first out basis.

Depreciation

Depreciation is computed using accelerated methods for buildings and production equipment and the straight line method for all other depreciable assets.

Income Taxes

Tax expense is the same for both book and tax purposes.

NOTE B   Short Term Note

The Note payable is to Cowlitz County Bank under a $700,000 line of credit that expired October 31, 2009 and is overdue. The Company is negotiating to amortize its overdue Note over ten years. Interest is payable monthly at 4.25% annually.

The Note is secured by the Company's inventories, property and equipment and guaranteed by the Company's controlling stockholder, Mark Leonard.

NOTE C Long Term Note

A series of notes payable to Mark Leonard, totaling $427,488.00 at 5.00% per annum subordinated to The Cowlitz County Bank note.

NOTE D Related Party

Mark Leonard owns the real estate from which the Company operates and no rent has been accrued to date. The Company pays all the maintenance and upkeep on the property as well as the related real estate taxes.

NOTE E Litigation Award

The Company's wholly owned subsidiary Tytan International, Inc. has prevailed in its lawsuit against Tractor Co and its owner, Mitch Bogden. The total awarded was for $252,750.00 under the Washington State Consumer Protection Act and other claims.

Note F Subsequent Events

On March 1, 2011 Mitchael J. Bogdon, aka Mitch Bogden filed a Chapter 7 bankruptcy.

On March 15, 2011, the Company's subsidiary, Tytan International, Inc. filed its arbitration award against Tractor Co. et al and had the Judgment entered.

No provision has been made for the collectability of the Judgment as the Company has retained a Collection Attorney to determine the assets listed in the Bankruptcy filing including those of Tractor Co., which, to date, has not filed Bankruptcy .

TYTAN HOLDINGS, INC.
Consolidated Schedule of General and Administrative Expenses
For the years ended December 31, 2010 and 2009

	2010	2009
EXPENSES		
Advertising	6,199	26,803
Bank Fees	4,672	7,922
Washington B & O Tax	7,125	10,487
Consignment fees	4,734	1,855
Office salaries	3,215	
Contributions	629	250
Credit card fees	1,208	3,976
Diesel fuel	3,322	7,648
Drug testing	300	300
Equipment rental	1,675	1,545
Flooring charges	3,000	10,678
Gasoline	1,316	17,249
Import & Broker fees	3,677	34,928
Insurance	5,715	15,894
Internet & computer expense	552	10,786
Legal & Professional fees	25,361	13,750
Lubricants and Hydraulic Oil	1,991	3,475
Maintenance & Repairs	10,258	17,854
Meals and entertainment	5,946	4,318
Merchant fees credit cards	1,208	415
Miscellaneous	8,110	19,872
Non-Tytan Warranty expense	3,825	5,483
Ocean freight	3,288	10,615
Office supplies & Postage	999	7,289
Parts	5,209	15,335
Telephone	2,896	13,784
Payroll and payroll taxes	124,056	318,976

Taxes and Licenses	25	-
Printing and signs	1,319	4,266
Security system	148	275
Shipping charges and freight	3,670	38,946
Shop Expense	4,817	21,877
Shop Uniforms	723	3,296
Trade Show Expenses	6,050	5,450
Travel	5,059	8,896
Utilities	5,128	5,391
Vehicle expense	4,406	1,250
Website	225	400
Welding and fabrication	186	2,167
Total	$272,242	$673,701

See Accompanying Notes

JERRY G. LESLIE

Certified Public Accountant

101 E. Eighth St. Ste 130

Vancouver, WA 98660

Mr. Mark Leonard

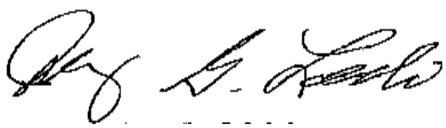
Tytan Holdings, Inc.

Kalama, WA 98625

I have compiled the accompanying balance sheets of Tytan Holdings, Inc. (formerly Ault Glazer & Co., Inc.) as of December 31, 2010 and 2009 and the related statements of income and retained earnings and cash flows for the years then ended, in accordance with statements on standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. I have not audited or reviewed the accompanying financial statements and, accordingly do not express an opinion or any other form of assurance on them.

I am not independent.



Jerry G. Leslie

March 15, 2011

Item 13 Similar financial information for such part of the two preceding fiscal years as the issuer or its predecessor has been in existence.

TYTAN HOLDINGS, INC.
Consolidated Balance Sheet
for the years ended December 31, 2009 and 2008

	2009	**2008**
ASSETS		
Current Assets		
Cash	$ 52,477	$ 40,535
Inventories	1,514,687	1,158,143
Total Current Assets	1,567,164	1,198,678
FIXED ASSETS		
Equipment	43,792	33,889
Molds and patents	9,150	9,150
Improvements	37,249	37,249
Building	29,460	29,460
Office equipment	27,946	23,284
Vehicles	52,172	33,172
Less accumulated depreciation	(100,057)	(67,169)
Net Fixed Assets	99,712	99,035
OTHER ASSETS		
Goodwill	10,000	10,000

Total Other Assets	10,000	10,000
Total Assets	$ 1,577,164	$ 1,208,678

(continued next page)

LIABILITIES AND STOCKHOLDER'S EQUITY

	2009	2008
Current Liabilities		
Accounts payable	36,848	87,881
Accrued taxes payable	8,474	10,232
Federal Income Taxes payable	-	11,079
Note payable, Cowlitz Bank	650,000	650,000
Accounts payable-Stockholder	32,647	72,418
Total current liabilities	727,969	831,610
LONG TERM DEBT		
Note payable, Stockholder	416,951	458,703
Total Liabilities	1,144,920	1,290,313
STOCKHOLDERS' EQUITY		
Common stock, par value .0001, 1.5 billion shares authorized, 1,425,911,508 shares issued and outstanding	95,581,623	95,432,913
Additional paid-in capital	(95,162,839)	(95,162,839)
Preferred Stock 1 Million authorized and issued	250,000	-
Retained Earnings	(236,540)	(351,709)
Total Stockholder's Equity	432,244	(81,635)

Total Liabilities and Stockholder's Equity	$ 1,577,164	$ 1,208,678

See accompanying notes.

TYTAN HOLDINGS, INC.
Consolidated Statements of Cash Flows
For the years ended December 31, 2009 and 2008

	2009	**2008**
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	115,169	$ 53,194
Adjustments to reconcile net Income to net cash provided by operations:		
Accounts receivable	0	(16,300)
Accounts receivable-Other	0	200
Inventories	(366,544)	(344,614)
Accounts payable	51,033	(3,701)
Notes payable, Cowlitz Bank	0	323,305
Shareholders advances	39,771	(32,069)
Accrued Taxes payable	0	10,353
Net Cash Provided by Operating Activities	(160,571)	(9,632)
CASH FLOWS FROM INVESTING ACTIVITIES		
Accumulated depreciation	32,888	22,388
Equipment improvements	9,903	(3,556)
Office Equipment	4,662	

Vehicles	19,000	(4,270)
Net cash provided by Investing Activities	47,453	14,562
CASH FLOW FROM FINANCING ACTIVITIES		
TYTAN	166,812	
NOTE PAYABLE-Mark Leonard	(41,752)	-
Net Cash Provided by Financing Activities	125,060	-
Net cash increase for period	11,942	4,930
Cash at Beginning of Period	40,535	35,605
Cash at End of Period	$ 52,477	$ 40,535

TYTAN HOLDINGS, INC.

Consolidated Notes to Financial Statements

Years ended December 31, 2009 and 2008

NOTE A SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Tytan Holdings, Inc. ("Company") is traded on the pink sheets under the symbol TYTN.PK. Its subsidiary is Tytan International, Inc.

The Company has exclusive agreements with manufactures of its Tractors and Crawlers in China as well as proprietary information on the importation of its products into the United States. The Company also has several patents on the design and construction of implements used with the Tractors and Crawlers.

Tytan International, Inc. is located in Kalama, Washington on Interstate 5. The Company has on display all its product lines and sells retail from its yard.

Currently the Company is setting up a full line of dealers to carry the Company's' products.

Inventories

Inventories are stated at lower of cost or market value, on the first in first out basis.

Depreciation

Depreciation is computed using accelerated methods for buildings and production equipment and the straight line method for all other depreciable assets.

Income Taxes

Tax expense is the same for both book and taxes.

NOTE B SHORT TERM NOTE

Note payable to Cowlitz County Bank under a $650,000.00 line of credit that expired October 31, 2009 and is overdue and is up for renewal. Interest is payable monthly at 4.25%.

The note is secured by the Company's inventories, property and equipment and guaranteed by the Company's' stockholder.

NOTE C LONG TERM NOTE

A series of notes payable to Mark Leonard @ 5.00%. Notes are subordinated to Cowlitz County bank

NOTE D RELATED PARTY

Mark Leonard owns the real estate the Company operates from and no rent has been accrued to date. The Company pays all the maintenance and upkeep and the related real estate taxes.

TYTAN HOLDINGS, INC.
Consolidated Schedule of General and Administrative Expenses
For the years ended December 31, 2009 and 2008

	2009	2008
EXPENSES		
Advertising	26,803	28,466
Bank Fees	7,922	8,810
Washington B & O Tax	10,487	10,709
Consignment fees	1,855	2,000
Contributions	250	

Credit card fees	3,976	3,846
Diesel fuel	7,648	7,833
Drug testing	300	
Equipment rental	1,545	2,186
Flooring charges	10,678	14,401
Gasoline	17,249	15,272
Import & Broker fees	34,928	35,410
Insurance	15,894	16,437
Internet & computer expense	10,786	12,949
Legal & Professional fees	13,750	11,113
Lubricants and Hydraulic Oil	3,475	3,191
Maintenance & Repairs	17,854	19,698
Meals and entertainment	4,318	4,029
Merchant fees credit cards	415	384
Miscellaneous	19,872	22,341
Non-Tytan Warranty expense	5,483	5,828
Ocean freight	10,615	9,448
Office supplies & Postage	7,289	8,464
Parts	15,335	16,112
Telephone	13,784	12,403
Payroll	318,976	329,419
Printing and signs	4,266	4,589
Security system	275	244
Shipping charges and freight	38,946	43,389
Shop Expense	21,877	23,755
Shop Uniforms	3,296	3,419
Trade Show Expenses	5,450	5,725
Travel	8,896	8,592
Utilities	5,391	5,586
Vehicle expense	1,250	1,200
Website	400	449
Welding and fabrication	2,167	2,533
Total	$673,701	$700,230

See accompanying notes.

Item 14 Beneficial Owners

Common Shares

Mark Leonard 600,000,000 Restricted

Preferred Shares (see Exhibit next page)

Mark Leonard, CEO 500,000 Series A

Holly A. King, Leonard's Daughter	50,000 Shares Series A
Heather S. Mockovak, Leonard's Daughter	50,000 Shares Series A
Pam Copen, Private Investor	200,000 Shares Series B
Paul Stringer, Unpaid Transfer Agent Advisor to Co.	200,000 Shares Series B

ISSUANCE RESOLUTION

CORPORATE RESOLUTION AUTHORIZING THE ISSUANCE OF NEW SHARES FROM NEW STOCK
TYTAN HOLDINGS, INC
Preferred
CLASS OF STOCK

Resolved that Transfer Online, Inc., Transfer agent for the above class of stock for the above company is authorized by the company to issue the shares described below and increase the outstanding shares on the books of the company.

ISSUANCE INSTRUCTIONS

Registered Name and Address	Number of Shares	Certificate Date	Restricted or Free Trading
Mark A. Leonard 5225 Meeker Dr. Kalama, WA 98625	500,000 Shares A	April 1, 2009	Restricted
Holly A. King 5225 Meeker Dr. Kalama, WA 98625	50,000 Shares A	April 1, 2009	Restricted
Heather S. Mockovak 5225 Meeker Dr. Kalama, WA 98625	50,000 Shares A	April 1,2009	Restricted
Pam Copen 6800 SE Middle Way Vancouver, WA 98664	200,000 Shares	April 1, 2009	Restricted
Paul Stringer 6619 SE Riverview Ln. Vancouver, WA	200,000 Shares	April 1, 2009	Restricted

Increasing the number of preferred shares outstanding by 1,000,000 shares.

I, THE UNDERSIGNED, QUALIFIED OFFICER OF THE ABOVE NAMED COMPANY, DO HEREBY INDEMNIFY TRANSFER ONLINE, INC. AND IT'S EMPLOYEES AGAINST ANY AND ALL ACTIONS TAKEN BY THE ABOVE COMPANY AND CERTIFY THAT THIS IS A TRUE COPY OF A RESOLUTION, SET FORTH AND ADOPTED ON THE BELOW DATE. AND THAT SAID RESOLUTION HAS NOT BEEN IN ANY WAY RESCINDED, ANNULLED, OR REVOKED BUT THE SAME IS STILL IN FULL FORCE AND EFFECT.

Mark Leonard

Officer's Signature — Officer's Name: Mark Leonard

Title of Officer-President — Date: March 30, 2009

Item 15 The name, address, telephone number, and email address of each of the following outside providers that advise the issuer on matters relating to operations, business development and disclosure:

1. Investment Banker

None

2. Promoters

None

3. Counsel

David L. Kahn
Special Securities Counsel
2670 E. Deyoung Drive
Fresno, CA 93720

Telephone (559) 325-5555

4. Accountant or Auditor

De Joya Griffith & Company, LLC
2580 Anthem Village Drive
Henderson, NV, 89052

Telephone (702) 563-1600
http://www.dejoyagriffith.com/

De Joya Griffith & Company provides its clients with a wide range of services, from auditing of financial statements, to tax, accounting and consulting.

De Joya Griffith & Company's professional affiliations with Russell Bedford International and the American Institute of Certified Public Accountants (AICPA) allow us to provide our clients with a wide range of financial and business consulting services, utilizing the combination of international awareness, local market knowledge, personal service and global resources.

De Joya Griffith & Company is acting as Tytan Holdings, Inc.'s Auditor; financial statements included in this Annual Report have been furnished by non-independent CPA Jerry G. Leslie.

5. Public Relations Consultant(s)

The Nuemark Group, LLC
PO BOX 275
Gresham, OR 97030

Telephone (503) 512-9446
http://www.NuemarkGroup.com/

6. Investor Relations Consultant

The Nuemark Group, LLC
PO BOX 275
Gresham, OR 97030

Telephone (503) 512-9446
http://www.NuemarkGroup.com/

Item 16 Management's Discussion and Plan of Operation

2010 was a very poor year for the tractor industry, in general, and Tytan International, Inc. was no exception. Our sales for 2010 were $585,027 compared to sales of $1,518,642 in 2009 representing a decrease of 61.4% year over year. Our cost of sales for 2010 was $257,588 or 65.2% less than 2009. Our expenses for 2010 were $68,288, or 44.2% less than 2009. Our 2010 net income was $274,397, or 138.3% % over 2009. However, $252,717, or 92.1% of our 2010 net income was accounted for by the one-time arbitration award of $252,717 against Mitch Bogden. The Company believes that ultimately the arbitration award will be collectible, even though Mr. Bogden has filed a Chapter 7 bankruptcy petition. There were three main things which negatively affected the Company's bottom line:

1. Prior to the Recession of 2008, buyers were able to purchase Tytan products with 0% down and low interest rates. Banks are now requiring potential customers to place 30% down and have credit scores 700 and higher. With buying interest down anyway due to the Recession, it was even harder for buyers to acquire our products, consequently our sales flagged.
2. 2010 was the last year of EPA Emission requirement transitions. This resulted in engine manufacturers refusing to incur these extra costs which meant a shortage of engines and parts.
3. We were involved in a Washington State Consumer Protection Act, defamation and other claims lawsuit which occupied much of our time and resources, taking focus away from our core business. The result, however, was satisfactory.

The Company believes that all three of these challenges have been, or will be, made moot in 2011:

1. Our dealers are reporting that financing conditions for them and their customers are improving in recent months. This should bode well for us since we believe that we have low overhead and high profit margins due to our proprietary relationships with our manufacturers in China. Dealers have learned that they must make higher profits in these tough economic times. We believe that our products fit the bill perfectly by being extremely competitively priced, very attractive dealer profit margins, meets OSHA and EPA requirements and are unique having very little competition. Start up dealers also like the fact that they are not forced to purchase huge quantities that would create financial hardship. Also, we are actively pursuing

financing for both our dealers and customers which we hope will provide the best terms available in the industry. We expect to set up as a long standing relationship with a reliable and stable bank or we anticipate forming our own financing division of Tytan Holdings, Inc.

2. The EPA's Tier IV Requirements took effect in 2011 and should remain the same for many years to come. Our engine manufacturers should now be able to plan and produce complying engines for the long term, creating a long supply line into the future. We also purchased a patented special coating application (Tested by Ford) that enhances fuel efficiency and reduces diesel emissions.

3. The judge awarded Tytan International, Inc. and Mark Leonard $252,700 in our suit against Mitch Bogden et al. This counted for a 92% of our earnings last year. We are currently investigating our options for collecting this award.

Tytan incurred other onetime expenses in 2010. We paid $56,510 for the production molds of the Backhoe, Chipper, Front Loaders, Fuel Tank, Dual Trax Tires and other key parts. We believe these are the crucial elements making Tytan's Product line stand out from its competition as being stronger, simpler, better features and with a pricing edge. We believe that these molds will make Tytan Products Superior to any other competitive products made in China. These are a onetime expense and will last far into the future.

Tytan International, Inc. has had an Operating line of Credit with Cowlitz County Bank of Longview WA. Tytan has never been delinquent on any payments during its 5 year relationship with the Bank. In 2009, Cowlitz Bank failed and was taken over by the FDIC. Prior to Cowlitz Bank failing, the Bank was cash strapped and thus did not renew Tytan's Line of Credit as well as other Commercial Loans. This put Tytan into default on its Note. Cowlitz Bank sought and received a judgment in April 2010 against Mark Leonard directly as the Guarantor. Tytan Holdings, Inc. does not have a Judgment against it.

Mark Leonard filed an appeal to this action. Shortly after the appeal was filed, the Bank failed. The Court's judgment was affirmed in April 2011. Tytan International, Inc. was in default of that loan as of December 31, 2010 and as of the date of this Revised Annual Report. Mr. Leonard has had regular meetings with the FDIC, and, per an oral mutual agreement, the Company is now making payments on the loan. We are concurrently seeking new competitive financing terms for that Line of Credit.

We expect sales to continue to improve throughout 2011 and beyond. New shipments of new product are scheduled to arrive and be placed with dealers. CEO Mark Leonard intends to be in China in the middle of May 2011 overseeing the new products being tested and certified for shipment.

Tytan International, Inc. has several projects that are in progress. Interviewing & Hiring Manufacturer Representatives for all areas of the USA and Canada are in progress. Tytan has spent much time in developing a new line of Tractors and Implements in which the first shipments should be arriving over the next months. We intend to inspect these first shipments thoroughly to verify all specifications are as ordered.

As the new shipments arrive, the plan is to seed several key dealers with items known for having great consumer demand. We do not want dealers to be overloaded with products during their start up time. The idea is for them try a few goods that will sell out fast. Tytan has explicit criteria that our representatives will be expected to follow in seeking new dealers. These include dealership location, relative to major customer travel flow, the service quality of the dealer, and their history in building sales.

The first phase of the plan is to open with just a few dealers in each area so that we can watch them closely and provide adequate support. We intend to gain customers naturally in the Northwest first due to their proximity to Tytan Headquarters. Looking ahead to 2012 and beyond, we anticipate expanding our dealerships into the entire 13 Western States Sales region.

This phase will be focused on the 30 to 60 hp 4WD tractor + front loader, our self feeding chippers, our rotary tillers, and Crawlers. These products all have unique features and we expect the quality, price point and service will generate high consumer demand.

Tytan has hired Master Mechanic John Nolte in the last 6 months as head of our Service. As a backup to John, Tytan has added Todd Hallam to the team. These men should be able to handle all Service related calls and shop decisions. We have a new special securities counsel that provides our certain of our securities legal opinions, David Kahn of Fresno, CA. And lastly, Mark now has an executive assistant, Saskia Tehorst. Saskia is an extremely capable and thorough office manager, with excellent graphic arts talents as well.

Our Goals for 2011:

1) New competitive inventory financing loan for our dealers and customers,
2) A North American Sales network of manufacturer representatives established and working in the field.
3) New product seeding started with new, carefully chosen dealers,
4) Expansion of the engineering and mechanic staff,
5) Two new Tytan owned stores open and operational.
6) We anticipate that sales will double with good profitability (since the onetime manufacturing costs are paid for).
7) Tytans tractor supplier in China expects to be opening a brand new, state of the art manufacturing plant with special focus on EPA compliant tractor engines.

Part E Issuance History

Item 17 List of securities offerings and shares issued for services in the past two years

TYTAN HOLDINGS, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
From March 31, 2007 to December 31, 2010
Unaudited

	Common Stock		*Preferred Stock*		*Additional* Paid-in
	Shares	Amount	Shares	Amount	Capital
Balance March 31, 2007	95,292,023	$95,292,023			$(95,292,023)
Issuance of shares for assets	20,000,000	2,000			18,000
Balance Sept. 30, 2007	115,292,023	95,294,023			(95,274,023)
Balance Dec. 31, 2007	115,292,023	95,294,023			(95,274,023)
Issuance of shares for cash:					
Feb. 12, 2008	29,500,000	29,500			560,500
Feb. 20, 2008	16,018,400	16,018			304,350
Feb. 28, 2008	1,250,000	1,250			23,750
Mar. 3, 2008	29,297,500	29,298			556,290
Mar. 25, 2008	1,000,000	1,000			9,000
Balance March 31, 2008	192,357,923	95,371,089			(93,820,133)
Issuance of shares for cash:					
Apr. 4, 2008	69,757,268	69,757			4,053,679
Apr. 11, 2008	2,159,494	2,160			120,856
Apr. 16, 2008	3,392,286	3,392			234,068
Apr. 17, 2008	8,923,106	8,923			53,539
issuance of shares for services					
Apr. 11, 2008	892,922	893			4,464
Apr. 17, 2008	25,443,400	25,443			1,705,595

Issuance of shares for cash:					
May 12,2008	60,735,109	60,735			242,940
Balance June 30, 2008	363,661,508	95,542,392			(87,404,992)
Issuance of shares for cash:					
Jul. 31, 2008	15,500,000	15,500			294,500
Sept. 2, 2008	23,000,000	23,000			207,000
Balance September 30, 2008	402,161,508	95,580,892			(86,903,492)
Balance December 31, 2008	402,161,508	95,580,892			(86,903,492)
Shares issued for acquisition					
Mar. 19, 2009	400,000,000	-			(8,276,804)
Balance March 31, 2009	802,161,508	95,580,892			(95,180,296)
Shares issued for debt		210	1,000,000	250,000	
Balance June 30, 2009	802,161,508	95,581,102			(95,180,296)
Shares issued for services					
Aug. 12, 2009	23,750,000	521			17457
Balance September 30, 2009	825,911,508	95,581,623			(95,162,839)
Shares issued to Mark Leonard for Tytan International, Inc.	600,000,000				
Balance December 31, 2009	1,425,911,508	$95,581,623	1,000,000	250,000	$(95,162,839)
Balance December 31, 2010	1,425,911,508	$95,581,623	1,000,000	250,000	$(95,162,839)

See accompanying notes

Part F **Exhibits**

Item 18 ***Material Contracts***

Exhibit A

BOARD OF DIRECTORS' RESOLUTION FOR TYTAN INTERNATIONAL, INC. TO ENTER INTO A LEASE

Pursuant to the provisions of 23B.08.210, the undersigned director, Mark Leonard of Tytan International, Inc. of Washington, Inc. a Washington corporation (the "Corporation"), acting by unanimous consent of the directors, hereby adopt the following Corporation resolutions and hereby consent to the taking of the actions set forth therein.

RESOLUTION A

RESOLVED: That Tytan International, Inc has been approved by the Board of Directors to enter into a lease with Mark A. Leonard on the 5225 Meeker Drive, Kalama WA 98625 facility and land.

RESOLUTION B

FURTHER RESOLVED: That the officers of the Corporation have authorized Tytan to execute the Lease for existing properties occupied by Tytan and that has a monthly payment of $4000 per month. Term of the lease will be for 7 years until June 31, 2015. Additionally it is understood that Tytan will be carrying all insurances needed & required by the Lease.

Approved this 6th day of July, 2008

/s/ 

____

Mark Leonard, President & Director

Exhibit B

CONSULTING AGREEMENT

Between Tytan Holdings, Inc., and Mark A Leonard.

1. Parties.

1.1. This Consulting Agreement (this “Agreement”) is made and entered into on December 15, 2009 by and between Tytan Holdings Inc., a Washington Corporation (the “Company”), and Mark A Leonard. (the “Consultant”).

2. Recitals.

2.1. This Agreement is made with reference to the following facts and circumstances. (a) The Company has engaged and wishes to continue to engage the services of the Consultant to advise and consult with the Company on certain business and financial matters as set forth in this Agreement. (b) The Consultant is willing to accept such engagement, on the terms set forth in this Agreement.

2.2. In consideration of the premises, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Consultant agree as follows.

3. Engagement.

3.1. The Company has engaged and will continue to engage the services of the Consultant, as an independent contractor, beginning January 1, 2009 and continuing through December 31, 2016 (the “Term”), and the Consultant hereby accepts such engagement as set forth in section below.

3.2. The scope of the services to be rendered by the Consultant to the Company includes the following:

(a) The Consultant shall, from time to time as the Company may request, provide advice, arrange to undertake and provide consulting services in such areas as financial consulting, capital formation, Advertising, Product development, Operations management, China Relationships, Dealer & Representative relations, Consumer product needs, and all areas of strategic growth planning.
(b) The Consultant shall be available to devote such time to this engagement as is reasonably necessary and requested by the Company, on a schedule to be mutually agreed upon by the Company and the Consultant.

(c) The services need not be rendered at the Company’s offices and may be rendered by telephonic communication and/or remote access; provided, however, that upon the Company's request and reasonable notice, the Consultant will attend meetings of the Company's board of directors and/or executive officers for the purpose of advising and consulting with them with respect to matters within the scope of this engagement.

4. The Consultant's Fees and Expenses.

4.1. Consultant hereby agrees to accept $6000 per month as compensation.
4.2. Consultant will also receive reimbursement for all agreed upon and authorized expenses incurred in the performance of this Agreement, including travel, lodging, meals and legal fees.

5.. *Relationship.* The relationship between the Company and the Consultant created by this Agreement is that of independent contractors. Consultant understands and agrees that (i) Consultant will not be treated as an employee of the Company for federal tax purposes; (ii) Company will not withhold on behalf of Consultant pursuant to this Agreement any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body relating to Consultant; (iii) all of such payments, withholdings, and benefits, if any, are the sole responsibility of Consultant; and (iv) Consultant will indemnify and hold Company harmless from any and all loss or liability arising with respect to such payments, withholdings, and benefits, if any. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Consultant, the parties agree that Consultant and Company shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, irrespective of who initiates the discussion or negotiations. The services to be rendered by the Consultant pursuant to this Agreement do not include the services or activities of an "investment adviser," as that term is defined by U.S. federal or state laws and, in performing services under this Agreement, the Consultant shall not be deemed to be an investment adviser under such laws.

6. *Mutual Indemnity*. The Company hereby agrees to defend, indemnify, and hold harmless the Consultant, and his employees, agents, partners and affiliates from and against any and all claims, damages, judgments, penalties, costs, and expenses (including attorney fees and court costs now or hereafter arising from the enforcement of this clause) arising directly or indirectly from the activities of the Consultant or any of his employees, agents, partners or affiliates under this Agreement, or from the activities of the Company or any of its shareholders, officers, directors, employees, agents, partners or affiliates, whether such claims are asserted by any governmental agency or any other person. This indemnity shall survive termination of this Agreement. Likewise, the Consultant hereby agrees to defend, indemnify, and hold harmless the Company, and its employees, agents, partners and affiliates from and against any and all claims, damages, judgments, penalties, costs, and expenses (including attorney fees and court costs now or hereafter arising from the enforcement of this clause) arising directly or indirectly from the

activities of the Consultant or any of his employees, agents, partners or affiliates, whether such claims are asserted by any governmental agency or any other person. This indemnity shall survive termination of this Agreement.

7. *Advertisement.* The Company agrees that the Consultant has the right to place advertisements in Industry, financial and other newspapers and journals at his own expense describing the Company and its products.

8. *Notices*. Any notice or other communication required or permitted to be given shall be in writing and shall be mailed by certified mail with return receipt requested.
9. *Entire Agreement, Amendment*. This Agreement contains the entire agreement between the Company and the Consultant with respect to the subject matter thereof. Consultant acknowledges that he neither holds any right, warrant or option to acquire securities of the company, nor has the right to any such rights, warrants or options, except pursuant to this Agreement. This Agreement may not be amended, waived, changed, modified or discharged except by an instrument in writing executed by or on behalf of the party against whom any amendment, waiver, change, modification or discharge is sought.

10. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. The courts of the State of Washington shall have exclusive jurisdiction for any action arising out of or related to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date first above written.

The Consultant:

/s/ 
Mark Leonard

The Company: Tytan Holdings, Inc.

By: /s/ 
Mark Leonard, President

Exhibit C

CONSULTING AGREEMENT

Between Tytan Holdings, Inc., and Steve Amdahl

1. Parties.

1.1. This Consulting Agreement (this “Agreement”) is made and entered into on December 29, 2009 by and between Tytan Holdings Inc., a Washington Corporation (the “Company”), and Steve Amdahl . (the “Consultant”).

2. Recitals.

2.1. This Agreement is made with reference to the following facts and circumstances. (a) The Company has engaged and wishes to continue to engage the services of the Consultant to advise and consult with the Company on certain business and financial matters as set forth in this Agreement. (b) The Consultant is willing to accept such engagement, on the terms set forth in this Agreement.

2.2. In consideration of the premises, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Consultant agree as follows.

3. Engagement.

3.1. The Company has engaged and will continue to engage the services of the Consultant, as an independent contractor, beginning January 1, 2009 and continuing through December 31, 2016 (the “Term”), and the Consultant hereby accepts such engagement as set forth in section below.

3.2. The scope of the services to be rendered by the Consultant to the Company includes the following:

(a) The Consultant shall, from time to time as the Company may request, provide advice, arrange to undertake and provide consulting services (b) The Consultant shall be available to devote such time to this engagement as is reasonably necessary and requested by the Company, on a schedule to be mutually agreed upon by the Company and the Consultant. Consultant also shall act as an Officer & Director.

(c) The services need not be rendered at the Company’s offices and may be rendered by telephonic communication and/or remote access; provided, however, that upon the Company’s request and reasonable notice, the Consultant will attend meetings of the Company’s board of directors and/or executive officers for the purpose of advising and consulting with them with respect to matters within the scope of this engagement.

4. The Consultant's Fees and Expenses.

4.1. Consultant hereby agrees to accept $500 per month as compensation.
4.2. Consultant will also receive reimbursement for all agreed upon and authorized expenses incurred in the performance of this Agreement, including travel, lodging, meals and legal fees.
5.. *Relationship.* The relationship between the Company and the Consultant created by this Agreement is that of independent contractors. Consultant understands and agrees that (i) Consultant will not be treated as an employee of the Company for federal tax purposes; (ii) Company will not withhold on behalf of Consultant pursuant to this Agreement any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body relating to Consultant; (iii) all of such payments, withholdings, and benefits, if any, are the sole responsibility of Consultant; and (iv) Consultant will indemnify and hold Company harmless from any and all loss or liability arising with respect to such payments, withholdings, and benefits, if any. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Consultant, the parties agree that Consultant and Company shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, irrespective of who initiates the discussion or negotiations. The services to be rendered by the Consultant pursuant to this Agreement do not include the services or activities of an "investment adviser," as that term is defined by U.S. federal or state laws and, in performing services under this Agreement, the Consultant shall not be deemed to be an investment adviser under such laws.

6. *Mutual Indemnity*. The Company hereby agrees to defend, indemnify, and hold harmless the Consultant, and his employees, agents, partners and affiliates from and against any and all claims, damages, judgments, penalties, costs, and expenses (including attorney fees and court costs now or hereafter arising from the enforcement of this clause) arising directly or indirectly from the activities of the Consultant or any of his employees, agents, partners or affiliates under this Agreement, or from the activities of the Company or any of its shareholders, officers, directors, employees, agents, partners or affiliates, whether such claims are asserted by any governmental agency or any other person. This indemnity shall survive termination of this Agreement. Likewise, the Consultant hereby agrees to defend, indemnify, and hold harmless the Company, and its employees, agents, partners and affiliates from and against any and all claims, damages, judgments, penalties, costs, and expenses (including attorney fees and court costs now or hereafter arising from the enforcement of this clause) arising directly or indirectly from the activities of the Consultant or any of his employees, agents, partners or affiliates, whether such claims are asserted by any governmental agency or any other person. This indemnity shall survive termination of this Agreement.

7. *Advertisement.* The Company agrees that the Consultant has the right to place advertisements in Industry, financial and other newspapers and journals at his own expense describing the Company and its products.

8. *Notices*. Any notice or other communication required or permitted to be given shall be in writing and shall be mailed by certified mail with return receipt requested.

9. *Entire Agreement, Amendment*. This Agreement contains the entire agreement between the Company and the Consultant with respect to the subject matter thereof. Consultant acknowledges that he neither holds any right, warrant or option to acquire securities of the company, nor has the right to any such rights, warrants or options, except pursuant to this Agreement. This Agreement may not be amended, waived, changed, modified or discharged except by an instrument in writing executed by or on behalf of the party against whom any amendment, waiver, change, modification or discharge is sought.

10. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. The courts of the State of Washington shall have exclusive jurisdiction for any action arising out of or related to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date first above written.

The Consultant:

/s/ Steve Amdahl

____

Steve Amdahl

The Company:
Tytan Holdings, Inc.

By:

/s/ Mark Leonard

Mark Leonard, President

Exhibit D

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

DIVISION II

COWLITZ BANK, a Washington chartered commercial bank, Respondent, v. MARK LEONARD and SERENA LEONARD, husband and wife, Appellants.	No. 40938-1-II UNPUBLISHED OPINION

Armstrong, P.J. — Mark Leonard appeals from the summary judgment in favor of Cowlitz Bank.[1] Finding no error, we affirm.[2]

Through a series of promissory notes, change in terms agreements, extension/modification agreements, and business loan agreements between 2006 and 2009, Tytan International, Inc. borrowed $660,000 from Cowlitz Bank. Leonard executed commercial guaranties for Tytan's loan. Under the terms of the last business loan agreements, the loan matured on September 3, 2009, but neither Tytan nor Leonard repaid the loan. On October 29, 2009, Cowlitz Bank declared Tytan in default of the loan, accelerated the indebtedness incurred under the loan, and gave Tytan until November 9, 2009, to repay the loan.

When neither Tytan nor Leonard repaid the loan, Cowlitz Bank sued Leonard. Leonard

[1] On July 30, 2010, the Washington Department of Financial Institutions closed Cowlitz Bank and named the Federal Deposit Insurance Corporation (FDIC) as the receiver for Cowlitz Bank. In the interests of clarity, we will continue to refer to Cowlitz Bank.

[2] A commissioner of this court initially considered Leonard's appeal as a motion on the merits under RAP 18.14 and then transferred it to a panel of judges.

answered and asserted affirmative defenses and counterclaims. He alleged that Cowlitz Bank had fraudulently induced him into not changing banks by promising to continue to increase his loan amounts and promising not to call his loan. Cowlitz Bank moved for summary judgment and moved to strike Leonard's affirmative defenses and counterclaims on grounds that RCW 19.36.110 bars the enforcement of any oral agreements not contained in the written loan documents. Leonard responded that Cowlitz Bank's representations should estop it from being allowed to declare the loan in default. The trial court granted Cowlitz Bank's motion for summary judgment. Leonard moved for reconsideration, asserting that genuine issues of material fact existed regarding his counterclaims. The trial court denied Leonard's motion, ruling that "RCW 19.36.110 is controlling." Clerk's Papers (CP) at 148.

Leonard argues that the trial court erred because genuine issues of material fact existed regarding his claim of equitable estoppel. He relies on *Interstate Production Credit Association v. MacHugh*, 61 Wn. App. 403, 410, 810 P.2d 535 (1991), which reversed a dismissal under CR 12(b). MacHugh had signed loan agreements with the credit association that contained a one-year repayment term, but MacHugh asserted that the credit association had told him that it did not expect to be repaid in one year. When he did not repay the loan after one year, the credit association sued and MacHugh asserted that it should be estopped from doing so. We held that "[b]ecause our review is limited to a dismissal under CR 12(b), this court cannot rule at this time that there is no set of facts which would give rise to a claim for damages." *McHugh*, 61 Wn. App. at 410. The court further noted "[a]s to equitable estoppel, *Johansen v. Production Credit Association*, [378 N.W.2d 59 (Minn. Ct. App. 1985)], is instructive." *MacHugh*, 61 Wn. App. at

410. In *Johansen*, 378 N.W.2d at 63, the Minnesota court concluded that the credit association's representations to the Johansens that they would have no difficulty in obtaining future financing could have induced them not to seek other forms of financing and so created a genuine issue of material fact as to whether the credit association was estopped from enforcing its loan agreement.

But the issue here is whether RCW 19.36.110 bars the enforcement of any purported oral agreements between Cowlitz Bank and Leonard. RCW 19.36.110 provides:

> A credit agreement is not enforceable against the creditor unless the agreement is in writing and signed by the creditor. The rights and obligations of the parties to a credit agreement shall be determined solely from the written agreement, and any prior or contemporaneous oral agreements between the parties are superseded by, merged into, and may not vary the credit agreement. Partial performance of a credit agreement does not remove the agreement from the operation of this section.

The loan agreements that Leonard signed all contain the following notice, required under RCW 19.36.140:

> Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

See CP at 73-76. The representations that Leonard alleges Cowlitz Bank made, even if proved, would constitute oral agreements to loan money, extend credit, or forbear from enforcing repayment. As such, under RCW 19.36.110, Leonard cannot enforce them.[3] The trial court did not err in dismissing his counterclaims or in granting summary judgment to Cowlitz Bank.[4]

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[3] RCW 19.36.110 was not in effect at the time of the representations made in MacHugh's case.

[4] FDIC, as receiver for Cowlitz Bank, also argues that because Cowlitz Bank is now in receivership, 12 U.S.C. §1823(e) bars Leonard's claim on oral representations. As the federal statute was not applicable when the trial court dismissed Leonard's counterclaims, we decline to address its applicability.

Exhibit E

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Tytan Holdings, Inc.

is a **Corporation** formed or registered on 06/18/1975 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871288462.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/20/2011 that have been posted, and by documents delivered to this office electronically through 04/22/2011 @ 17:12:19.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 04/22/2011 @ 17:12:19 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 7928318.

Secretary of State of the State of Colorado

End of Certificate

Notice. A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click Business Center and select "Frequently Asked Questions."

Exhibit G

MINUTES OF THE
BOARD OF DIRECTORS MEETING
OF
AULT GLAZER & CO.

A regular meeting of the Board of Directors of the above corporation was held on April 01, 2009 at 9:00 AM at the corporation's place of business.

The purpose of the meeting: ISSUANCE AND SALE OF SERIAL A PREFERRED STOCK AND SERIAL PREFERRED STOCK

I. QUORUM. A quorum was declared present based on the presence of the following Directors:

- STEVE AMDAHL
- MARK LEONARD

The following corporate actions were taken by appropriate motions duly made, seconded, and adopted by the majority vote of the Directors entitled to vote (unless a higher voting approval is stated).

II. ISSUANCE OF STOCK. The issuance of stock was approved as follows:

Name:	MARK LEONARD Serial A
Shares:	500,000.00
Amount:	$ 500.00
Name:	HOLLY A. KING Serial A
Shares:	50,000.00
Amount:	$ 50.00
Name:	HEATHER S. MOCKOVAK Serial A
Shares:	50,000.00
Amount:	$ 50.00
Name:	PAM COPEN Serial Non Voting - Convertible (400:1) Two Years From April 01, 2009
Shares:	200,000.00
Amount:	$ 200.00
Name:	PAUL STRINGER Serial Non voting Convertible (400:1) Two Years From April 01, 2009
Shares:	200,000.00
Amount:	$ 200.00
TOTAL:	Shares: 1,000,000.00
	Amount: $1,000.00

Initials: ML

III. PREFERRED STOCK. MARK LEONARD 500,000 SERIAL A PREFERRED HOLLY KING 50,000 SERIAL A PREFERRED HEATHER MOCKOVAK 50,000 SERIAL A PREFERRED PAM COPEN 200,000 SERIAL PREFERRED PAUL STRINGER 200,000 SERIAL PREFERRED

There being no further business, the meeting was duly adjourned.

MARK LEONARD
President

SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
AULT GLAZER & CO.

Pursuant to CRS 7-90-301, et seq., and 7-90-1003, the person named below causes these Second Amended and Restated Articles of Incorporation to be delivered to the Colorado Secretary of State for filing, and states as follows:

ARTICLE I
NAME

The name of the corporation shall be Ault Glazer & Co. (the "Corporation").

ARTICLE II
AUTHORIZED SHARES

The total number of shares of all classes of capital stock which the Corporation has the authority to issue is One Billion Five Hundred One Million (1,501,000,000) shares consisting of the following classes:

(A) One Million (1,000,000) shares of serial preferred stock, $.001 par value, to be issued in series as follows:

(i) Six Hundred Thousand (600,000) shares of Class A preferred stock ("Class A Preferred Shares"), and

(ii) Four Hundred Thousand (400,000) shares of serial preferred stock to be issued in series from time to time ("Series Preferred Stock").

(B) One Billion Five Hundred Million (1,500,000,000) common shares, $.001 par value ("Common Stock").

The designations, voting powers, preferences and relative priority, participating, option or other special rights, and qualifications, limitations or restrictions of the above classes of stock are as follows:

DIVISION A(i)

EXPRESS TERMS OF THE
CLASS A PREFERRED SHARES

Section 1. The holders of Class A Preferred Shares shall have the right to elect or remove members of the Board of Directors by majority vote. In the event that there are no outstanding Class A Preferred Shares, then this right shall be held by those persons holding the Common Stock.

Section 2. In no event so long as any Class A Preferred Shares shall be outstanding shall any dividend, except one payable in Common Stock or other shares ranking junior to the Series

1

Preferred Stock, be paid or declared or any distribution be made on the Common Stock or any other shares ranking junior to the Class A Preferred Shares, nor shall any Common Stock or any other shares ranking junior to the Class A Preferred Shares be purchased, retired, redeemed or otherwise reacquired by the Corporation (except out of the proceeds of the sale of Common Stock or other shares ranking junior to the Class A Preferred Shares received by the Corporation):

(a) Unless all accrued and unpaid dividends on Class A Preferred Shares, including the full dividends for the current quarterly dividend period, shall have been declared and paid or a sum sufficient for payment thereof set apart; and

(b) Unless there shall be no arrearages with respect to the redemption of Class A Preferred Shares or any sinking fund provided for Class A Preferred Shares in accordance with the provisions of this Division A(i); and

(c) Shareholders owning a majority Class A Preferred Shares vote in favor of, or consent to, the action.

Section 3. (a) The holders of Class A Preferred Shares shall, in case of voluntary or involuntary liquidation, dissolution or winding up of the business and affairs of the Corporation, be entitled to receive in full, out of the assets of the Corporation, including capital, before any amount shall be paid or distributed among the holders of any other shares ranking junior to the Class A Preferred Shares, an amount equal to Thirty Dollars ($30.00) per share. In case the net assets of the Corporation legally available therefor are insufficient to permit the payment upon all outstanding shares of Class A Preferred Shares of the full preferential amount to which they are respectively entitled, then such net assets shall be distributed ratably upon outstanding shares of Class A Preferred Shares in proportion to the full preferential amount to which each such share is entitled.

After payment to holders of Class A Preferred Shares of the full preferential amounts as aforesaid, holders of Class A Preferred Shares shall participate pro rata with the other shareholders as to any of the remaining assets of the Corporation.

(b) The merger or consolidation of the Corporation into or with any other corporation, or the merger of any other corporation into it, or the sale, lease or conveyance of all or substantially all of the property or business of the Corporation, shall not be deemed to be a dissolution, liquidation or winding up, voluntary or involuntary, for the purposes of this Section 3.

Section 4. To the extent not forbidden by statute, the vote or consent of the holders of at least a majority of the Class A Preferred Shares at the time outstanding, given in person or by proxy, either in writing or at a meeting called for the purpose at which the holders of Class A Preferred Shares shall vote separately as a class, shall be necessary to effect any one or more of the following:

(a) Any amendment, alteration or repeal of any of the provisions of the Articles of Incorporation of the Corporation; provided, however, that for the purpose of this clause the amendment of the

Articles of Incorporation so as to authorize or create, or to increase the authorized or outstanding amount of any shares of any class ranking junior to the Class A Preferred Shares shall not be deemed to require such consent;

(b) The authorization or creation of, or the increase in the authorized amount of, any shares of the class, or any security convertible into shares of any class, ranking prior to the Class A Preferred Shares;

(c) The authorization of any shares ranking on a parity with the Class A Preferred Shares or an increase in the authorized number of shares of Class A Preferred Shares;

(d) The purchase or redemption (for sinking fund purposes or otherwise) of less than all of the Class A Preferred Shares then outstanding except in accordance with a stock purchase offer made to all holders of record of Class A Preferred Shares then outstanding.

(e) The merger or consolidation of the Corporation into or with any other corporation, or the merger of any other corporation into it, or the sale, lease or conveyance of all or substantially all of the property or business of the Corporation.

Section 5. The holders of Class A Preferred Shares shall have the right, but not the obligation, to convert their shares into Common Stock in the ratio of four hundred shares of Common Stock for each Class A Preferred Share (400:1) at any time and upon not less than sixty (60) days' written notice to the President of the Corporation. In the event that the total authorized but unissued shares of Common Stock in the Corporation are insufficient to effectuate any conversion notice under this Section 5, then the Officers, Directors and shareholders of the Corporation have the obligation to take such actions as may be required to increase the authorized capital of the Corporation.

Section 6. For the purpose of this Division:

Whenever reference is made to shares "ranking prior to the Class A Preferred Shares " or "on a parity with the Class A Preferred Shares," such reference shall mean and include all shares of the Corporation in respect of which the rights of the holders thereof as to the payment of dividends or as to distributions in the event of a voluntary liquidation, dissolution, or winding up of the affairs of the Corporation are given preference over or rank equally with (as the case may be) the rights of the holders of Class A Preferred Shares; and whenever reference is made to shares "ranking junior to the Class A Preferred Shares," such reference shall mean and include all shares of the Corporation in respect of which the rights of the holders hereof as to the payment of dividends and as to distributions in the event of a voluntary liquidation, dissolution, or winding up of the affairs of the corporation are junior and subordinate to the rights of the holders of Class A Preferred Shares.

DIVISION A(ii)

EXPRESS TERMS OF THE
SERIES PREFERRED STOCK

Section 1. The Series Preferred Stock may be issued from time to time in one or more series. All shares of Series Preferred Stock shall be of equal rank and shall be identical, except in respect of the matters that may be fixed by the Board of Directors as hereinafter provided, and each share of each series shall be identical with all other shares of such series, except as to the date from which dividends are cumulative. Subject to the provisions of Sections 2 through 8, both inclusive, of this Division A(ii), which provisions shall apply to all Series Preferred Stock, the Board of Directors hereby is authorized to cause such shares to be issued in one or more series and with respect to each such series prior to the issuance thereof to fix:

(a) The designation of the series, which may be by distinguishing number, letter or title;

(b) The number of shares of the series, which number the Board of Directors may (except where otherwise provided in the creation of the series) increase and decrease (but not below the number of shares thereof then outstanding);

(c) The annual dividend rate of the series, and the date from which dividends shall be cumulative;

(d) The dates on which dividends, if declared, shall be payable;

(e) The redemption rights and price or prices, if any, for shares of the series;

(f) The terms and amount of any sinking fund provided for the purchase or redemption of shares of the series;

(g) The amounts payable on shares of the series in the event of any voluntary or involuntary dissolution, liquidation or winding up of the business and affairs of the corporation;

(h) Whether the shares of a series are convertible into the shares of any other series or other class of shares, and, if so, the conversion price or prices, any adjustments thereof, and all other terms and conditions upon which such conversion may be made;

(i) Restrictions on the issuance of shares of the same series or any other class or series; and

(j) The voting rights of any shares in any series.

Except as prohibited by law, the Board of Directors is authorized to adopt, from time to time, amendments to the Articles of Incorporation fixing, with respect to each such series, the matters described in clauses (a) through (j), inclusive of this Section 1.

Section 2. Nothing in clauses (a) through (i), inclusive, of Section 1 above, shall be construed to require the Board of Directors to fix any particular terms with respect to a series of shares.

Section 3. The holders of Series Preferred Stock of each series, in preference to the holders of Common Stock but subordinate to the holders of Class A Preferred Shares, shall be entitled to receive out of any funds legally available, and when and as declared by the Board of Directors, dividends in cash or property. No dividends may be paid upon or declared or set apart for any of the Series Preferred Stock for any dividend period, unless at the same time a like proportionate dividend for the same dividend period, in proportion to the respective dividend rates fixed therefor, shall be paid upon or declared or set apart for all Series Preferred Stock of all series then issued and outstanding and entitled to receive such dividends.

Section 4. In no event so long as any Series Preferred Stock shall be outstanding shall any dividend, except one payable in Common Stock or other shares ranking junior to the Series Preferred Stock, be paid or declared or any distribution be made except as aforesaid on the Common Stock or any other shares ranking junior to the Series Preferred Stock, nor shall any Common Stock or any other shares ranking junior to the Series Preferred Stock be purchased, retired or otherwise required by the Corporation (except out of the proceeds of the sale of Common Stock or other shares ranking junior to the Series Preferred Stock received by the Corporation):

(a) Unless all accrued and unpaid dividends on Series Preferred Stock, including the full dividends for the current quarterly dividend period, shall have been declared and paid or a sum sufficient for payment thereof set apart; and

(b) Unless there shall be no arrearages with respect to the redemption of Series Preferred Stock of any series or any sinking fund provided for shares of such series in accordance with the provisions of Section 1 of this Division A(ii).

Section 5. (a) The holders of Series Preferred Stock of all outstanding series shall, in case of voluntary or involuntary liquidation, dissolution or winding up of the business and affairs of the corporation, be entitled to receive in full, out of the assets of the Corporation, including capital, before any amount shall be paid or distributed among the holders of any other shares ranking junior to the Series Preferred Stock, such amounts as set forth in the then current Articles of Incorporation. In case the net assets of the Corporation legally available therefor are insufficient to permit the payment upon all outstanding shares of Series Preferred Stock of the full preferential amount to which they are respectively entitled, then such net assets shall be distributed ratably upon outstanding shares of Series Preferred Stock in proportion to the full preferential amount to which each such share is entitled.

After payment to holders of Series Preferred Stock of the full preferential amounts as aforesaid, holders of Series Preferred Stock shall participate pro rata with the other shareholders in any dividends or distributions of the assets of the Corporation.

(b) The merger or consolidation of the Corporation into or with any other corporation, or the merger of any other corporation into it, or the sale, lease or conveyance of all or substantially all of the property or business of the corporation, shall not be deemed to be a dissolution, liquidation or winding up, voluntary or involuntary, for the purposes of this Section 5.

Section 6. The Corporation shall not issue any Series Preferred Stock, or Preferred Stock that is convertible into or exchangeable for securities, that in the aggregate with all other outstanding shares of Preferred Stock, have the ability to elect a number of directors constituting a majority of the Board of Directors unless the issuance of such Series Preferred Stock shall have been approved by a majority of the Series A Preferred Stock voting separately as a class.
Section 7. For the purpose of this Division:

Whenever reference is made to shares "ranking prior to the Series Preferred Stock" or "on a parity with the Series Preferred Stock," such reference shall mean and include all shares of the Corporation in respect of which the rights of the holders thereof as to the payment of dividends or as to distributions in the event of a voluntary liquidation, dissolution, or winding up of the affairs of the Corporation are given preference over or rank equally with (as the case may be) the rights of the holders of Series Preferred Stock; and whenever reference is made to shares "ranking junior to the Series Preferred Stock," such reference shall mean and include all shares of the Corporation in respect of which the rights of the holders hereof as to the payment of dividends and as to distributions in the event of a voluntary liquidation, dissolution, or winding up of the affairs of the corporation are junior and subordinate to the rights of the holders of Series Preferred Stock. Notwithstanding anything herein to the contrary, the Series Preferred Stock shall rank junior to the Class A Preferred Shares.

DIVISION B

EXPRESS TERMS OF THE COMMON STOCK

The Common Stock shall be subject to the express terms of the Series Preferred Stock, and each series thereof. Each share of Common Stock shall be equal to every other share of Common Stock. The holders of shares of Common Stock shall be entitled to one vote for each share of such stock upon all matters presented to the shareholders.

ARTICLE III
PREEMPTIVE RIGHTS

The holders of the capital stock of this Corporation shall not have the preemptive right to acquire additional unmissed Shares or treasury shares of the capital stock of this Corporation, or securities convertible into the shares of capital stock or carrying capital purchase warrants or privileges.

ARTICLE IV
CUMULATIVE VOTING

Cumulative Voting of shares of stock of the Corporation shall not be allowed or authorized in the election of the Board of Directors of the Corporation.

ARTICLE V
PROVISIONS FOR THE REGULATION OF THE INTERNAL CORPORATE AFFAIRS

The following provisions are inserted for the management of the business and for the regulation of the internal affairs of the Corporation and the same are in furtherance of and not in limitation or exclusion to the powers conferred by applicable law.

Section 1. Bylaws. The Board of Directors shall have the power to adopt, alter, amend or repeal, from time to time, such bylaws as it deems proper for the management of the affairs of the Corporation according to these Second Amended and Restated Articles of Incorporation and applicable law.

Section 2. Executive Committee. The Bylaws may provide for designation by the Board of Directors of an Executive Committee and one or more other committees, the personnel and authority of which and the other provisions relating to which shall be as may be set forth in the Bylaws.

Section 3. Place of Meetings. Both shareholder and Board of Director meetings may be held either within or without the State of Colorado, as may be provided in the Bylaws.

Section 4. Compensation to Directors. The Board of Directors is authorized to make provisions for reasonable compensation to its members for their services. Any Director of the Corporation may also serve the Corporation in any other capacity and receive compensation therefore in any form.

Section 5. Conflicts of Interest. No transaction of the Corporation with any other person, firm or corporation, or in which this Corporation is interested, shall be affected or invalidated solely by: (a) the fact that any one or more of the Directors or Officers of this Corporation is interested in or is a director or officer of another corporation; or (b) the fact that any Director or Officer, individually or jointly with others, may be a party to or may be interested in any such contract or transaction.

Section 6. Registered Owner of Stock. The Corporation shall be entitled to treat the registered holder of any shares of stock of the Corporation as the owner thereof for all purposes, including all rights deriving from such shares, on the part of any other person, including, but not limited to, a purchaser, assignee or transferee of such shares or rights deriving from such shares, unless and until such purchaser, assignee, transferee or other person becomes the registered holder of such shares, whether or not the Corporation shall have either actual or constructive notice of the interest of such purchaser, assignee, transferee or other person. The purchaser, assignee or transferee of any of the shares of the Corporation shall not be entitled to: (a) receive notice the meeting of the shareholders; (b) vote at such meetings; (c) sums payable to shareholders, or (d) own, enjoy or exercise any other property or rights deriving from such shares against the Corporation, until such purchaser, assignee, or transferee has become the registered holder of such shares.

Section 7. Conduct of Business. The Corporation may conduct part or all of its business not only in the State of Colorado but also in every other state of the United States and the District of Columbia, and in any territory, district, and possession of the United States and in any foreign country, and the Corporation may qualify to do business in any of such locations and appoint an agent for service of process therein. The Corporation may hold purchase, mortgage, lease and covey real and personal property in any of such locations. Part or all of the business of the Corporation may be carried on beyond the limits of the State of Colorado, and the Corporation may have one or more offices out of the State of Colorado.

Section 8. Vote of the Shareholders. To the fullest extent now or hereafter permitted by the Colorado Business Corporation Act, the vote of a majority of the issued and outstanding shares of the Corporation entitled to vote on such matter shall be sufficient to approve any matter to come before the shareholders of the Corporation, except as otherwise provided herein. To the fullest extent now or hereafter permitted by law, any action that may lawfully be taken by a vote of the shareholders at a meeting may be effected by a majority of the shareholders executing a written action without a meeting, including, without limitation, amendments to the Articles of Incorporation.

Section 9. Quorum for Voting. A quorum of shareholders for any matter to come before any meeting of shareholders of the Corporation shall consist of not less than one-third of the issued and outstanding shares entitled to vote on the matter.

Section 10. Restrictions on Stock. The Directors shall have the right to impose restrictions or to enter into agreements on behalf of the Corporation imposing restrictions on the transfer of all or a portion of the Corporation's shares, provided that no restrictions shall be imposed on the transfer of shares outstanding at the time the restrictions are adopted unless the holder of such shares consents to the restrictions.

Section 11. Indemnification of Directors. A Director of the Corporation shall not be personally liable to the Corporation or to its shareholders for damages for breach of fiduciary duty as a Director of the Corporation or to its shareholders for damages, except for (i) any breach of the Director's duty of loyalty to the Corporation or to its shareholders; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of the law; (iii) acts specified in Section 7-108-403 of the Colorado Business Corporation Act; or (iv) any transaction from which the Director, directly or indirectly, derived any improper personal benefit. If the Colorado Business Corporation Act is hereafter amended to eliminate or limit further liability of a Director, then, in addition to the elimination and limitation of liability provided by the foregoing, the liability of each Director shall be eliminated or limited to the fullest extent permitted under the provisions of the Colorado Business Corporation Act as so amended. Any repeal or modification of the indemnification provided in these Second Amended and Restated Articles of Incorporation shall not adversely affect any right or protection of a Director of the Corporation under these Second Amended and Restated Articles of Incorporation, as in effect immediately prior to such repeal or modification, with respect to any liability that would have accrued, but for this limitation of liability, prior to such repeal or modification.

Section 12. Indemnification. The Corporation shall indemnify, to the fullest extent permitted by applicable law in effect from time to time, any person, and the estate and personal representative of any such person, against all liability and expense (including, but not limited to attorney's fees) incurred by reason of the fact that he is or was a Director or Officer of the Corporation, he is or was serving at the request of the Corporation as a Director, Officer, employee, fiduciary, or agent. The Corporation shall also indemnify any person who is serving or has served the Corporation as a Director, Officer, employee, fiduciary or agent and that person's estate and personal representative to the extent and in the manner provided in any Bylaws, resolutions of the shareholders or Directors, contract, or otherwise, so long as such provision is lawful.

ARTICLE VI
REGISTERED OFFICE AND AGENT

The address of the initial registered office of the Corporation is 36 South 18th Ave., Suite D, Brighton, Colorado 80601, and the name of the registered agent is Incorp Services. Books of accounts, records, documents, and other papers may be kept at the registered office of the Corporation or at such other place as may be determined by the Board of Directors.

ARTICLE VII
PRINCIPAL OFFICE

The address of the initial principal office of the Corporation is 600 17th Street, Ste. 2800 South, Denver, Colorado 80802. The principal office of the Corporation may be relocated to such other place or places from time to time as may be determined by the Board of Directors.

ARTICLE VIII
EFFECTIVE DATE

These Second Amended and Restated Articles of Incorporation shall be effective as of April 1, 2008.

ARTICLE IX
AMENDMENT OF ARTICLES

Except as otherwise required by applicable law, the provisions of these Second Amended and Restated Articles of Incorporation may be amended, altered or repealed from time to time only by the vote or written consent of shareholders holding a majority of the Class A Preferred Shares.

ARTICLE X
DURATION

The Corporation shall have perpetual existence.

IN WITNESS WHEREOF, the Corporation has caused this Second Amended and Restated Articles of Incorporation, which restates and integrates and further amends the provisions of the Articles of Incorporation, and which has been duly adopted in accordance with the law of Colorado, the Articles of Incorporation and the Bylaws of the Corporation, to be executed by James Hodgins, its President, this 1 day of April, 2008. This Second Amended and Restated Articles of Incorporation shall be effective at 11:59p.m. on March 31, 2008.

James Hodgins, President

10

BYLAWS

OF

TYTAN HOLDINGS, INC.

APRIL 1, 2010

ARTICLE I

OFFICES AND CORPORATE SEAL

SECTION 1.1 Registered Office.

The registered office of Tytan Holdings, Inc. (hereinafter referred to as the "Corporation"), in the State of Colorado shall be C/O Incorp Services, Inc. at 36 South 18th Ave., Ste. D, Brighton, CO 80601. In addition to its registered office, the Corporation shall maintain a principal office at a location determined by the Board. The Board of Directors may change the Corporation's registered office and principal office from time to time.

SECTION 1.2 Other Offices.

The Corporation may also maintain office at such other place or places, either within or outside the State of Colorado, as may be designed from time to time by the Board of Directors (hereinafter referred to as the "Board), and the business of the Corporation may be transacted at such other offices with the same effect as that conducted at the principal office.

SECTION 1.3 Corporate Seal.

A corporate seal shall not be requisite to the validity of any instrument executed by or on behalf of the Corporation, but nevertheless if in any instance a corporate seal shall be used, the same shall be a circle having the circumference thereof the name of the Corporation and in the center the words "corporate seal", the year incorporation, and the state where incorporated.

ARTICLE II

SHAREHOLDERS

SECTION 2.1 Shareholders Meetings.

All meetings of the shareholders shall be held at the principal office of the Corporation between the hours of 9:00 AM and 5:00 PM, or at such other time and place as may be fixed from time to time by the Board, or in the absence of direction by the Board, by the President or Secretary of the Corporation, either within or outside the State of Colorado, as shall be stated in the notice of the meeting or in a duly executed waiter of notice thereof. A special or annual meeting called by the shareholders owning a majority of the entire capital stock of the Corporation pursuant to Sections 2.2 of 2.3 shall be held at the place designated by the shareholders calling the meeting in notice of the meeting or in a duly executed waiver of notice thereof.

SECTION 2.2 Annual Meetings.

Annual meetings of shareholders shall be held on a date designated by the Board of Directors or if that day shall be a legal holiday, then on the next succeeding business day, or at such other date and time as shall by designated from time to time by the board and stated in the notice of the meeting. At the annual meeting, shareholders shall elect the Board and transact such other business as may properly be brought before the meeting. In the event that an annual meeting is not held on the date specified in this Section 2.2, the annual meeting may be held on the written call of the shareholders owning a majority of the entire capital stock of the Corporation issued, outstanding, and entitled to vote.

SECTION 2.3 Special Meetings of Shareholders.

Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by Colorado statute or by the Articles of Incorporation (hereinafter to be referred to as “Articles”), may be called by the President and shall be called by the President or Secretary at the request in writing of a majority of the Board, or at the request in writing of shareholders owning a majority of the entire capital stock of the Corporation issued, outstanding, and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. In the event that the President or Secretary fails to call a meeting pursuant to such a request, a special meeting may be held on the written call of the shareholders owning a majority of the entire capital stock of the Corporation issued, outstanding, and entitled to vote.

SECTION 2.4 List of Shareholders.

The officer who has charge of the stock transfer books for shares of the Corporation shall prepare and make, no more than two (2) day after notice of a meeting of shareholders is given, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address and the number of shares registered in the name of each shareholder. Such list shall be open to examination and copying by any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder present.

SECTION 2.5 Notice of Shareholders Meetings.

Written notice of the annual meeting state the place, date and hour of the meeting and in case of a special meeting, the purpose of purposes for which the meeting is called, shall be given, either personally or by mail, to each shareholder of record entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when mailed to the shareholder at his address as it appears on the stock transfer boots of the Corporation. Business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice unless determined otherwise by the unanimous vote of the holders of all of the issued and outstanding shares of the Corporation present at the meeting in person or represented by proxy.

SECTION 2.6 Closing of Transfer Books or Fixing of Record Date.

For the purpose of determining shareholders entitled to notice of, or permitted to vote at, any meeting of shareholders or any adjournment thereof, or for the purpose of determining shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the board may provide that the stock transfer books shall be closed for a stated period not to exceed, in any case, sixty (60) days. If determining shareholders entitled to notice of, or permitted to vote at, a meeting of shareholders, such books shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of close the stock transfer books, the board may fix in advance a date as the record date for such determination of shareholders such date in any case to be not more than sixty (60) days prior to the date on which the particular action requiring suck determination of shareholders is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of, or permitted to vote at, a meeting of shareholders, or for the determination of shareholders entitled to receive payment of a dividend, the record date shall be 4:00 PM on the day before the day on which notice of the meeting is given or, if notice is waived, the record date shall be the day on which , and the time at which, the meeting is commenced. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof, provided that the board may fix a new record date for the adjourned a meeting and further provided such adjournments do not in the aggregate exceed thirty (30) days. The record date for determining shareholders entitled to express consent to action without a meeting pursuant to Section 2.9 shall be the date on which the first shareholder signs the consent.

SECTION 2.7 Quorum and Adjournment.

a) The holders of a majority of the shares issued, outstanding, and entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by Colorado state or by Articles.

b) Business may be conducted once a quorum is present and may continue until adjournment of the meeting notwithstanding the withdrawal or temporary absence of sufficient shares to reduce the number present to less than a quorum. Unless the vote of a greater number or voting by classes is required by Colorado statute or the Articles, the affirmative vote of the majority of the shares then represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders; provided, however, that if the shares then represented are less than required to constitute a quorum, the affirmative vote must be such as would constitute a majority if a quorum where present; and provided further, that the affirmative vote of a majority of the shares then present shall be sufficient in all cases to adjourn a meeting.

c) If a quorum shall not be present or represented at any meeting of the shareholders, the shareholders entitled to vote at the meeting, present in person or represented by proxy, shall have power to adjourn the meeting to other time or place, without notice other than announcement at the meeting at which adjournment is taken, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty (30) days, or if after the adjournment as new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

SECTION 2.8 Voting.

At every meeting of the shareholders, each shareholder shall be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such shareholder, but no proxy shall be voted or acted upon after six (6) months from its date, unless the proxy provides for a longer period not to exceed seven (7) years.

SECTION 2.9 Action Without Meeting.

Any action required or permitted to be taken at any annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, shall be sign by the holders of a majority of the outstanding shares entitled to vote with respect to the subject matter of the action unless a greater percentage is required by law in which case such greater percentage shall be required.

SECTION 2.10 Waiver.

A shareholder's attendance at a meeting shall constitute a waiver of any objection to defective notice or lack of notice of the meeting unless the shareholder objects at the beginning of the meeting to holding the meeting or transacting business at the meeting, and shall constitute a waiver of any objection to consideration of a particular matter at the meeting unless the shareholder objects to considering the matter when it is presented. A shareholder may otherwise waive notice of any annual or special meeting of shareholders by executing a written waiver of notice either before, at or after the time of the meeting.

SECTION 2.11 Conduct of Meetings.

Meetings of the shareholders shall be presided over by a chairman to be chosen, subject to confirmation after tabulation of the votes, by a majority of the shareholders entitled to vote at the meeting who are present in person or by proxy. The secretary for the meeting shall be the Secretary of the Corporation, or if the Secretary of the Corporation is absent, then the chairman initially chosen by a majority of the shareholders shall appoint any person present to act as secretary. The chairman shall conduct the meeting in accordance with the Corporation's Articles, Bylaws and the notice of the meeting, and may establish rules for conducting the business of the meeting. After calling the meeting to order, the chairman initially chosen shall call for the election inspector, or if no inspector is present then the secretary of the meeting, to tabulate the votes represented at the meeting and entitled to be cast. Once the votes are tabulated, the shares entitled to vote shall confirm the chairman initially chosen or shall choose another chairman, who shall confirm the secretary initially chosen or shall choose another secretary in accordance with this section. If the directors are to be elected, the tabulation of votes present at the meeting shall be announced prior to the casting of votes for the directors.

SECTION 2.12 Election Inspector.

The Board of Directors, in advance of any shareholders meeting, may appoint an election inspector to act at such meeting. If an election inspector is not so appointed or is not present at the meeting, the chairman of the meeting may, and upon the request of any person entitled to vote at the meeting shall, make such appointment. If appointed, the election inspector will determine the number of shares outstanding, the authenticity, validity and effect of proxies and the number of shares represented at the meeting in person and by proxy; receive and count votes, ballots and consents and announce the results thereof; hear and determine all challenges and questions pertaining to proxies and voting; and, in general, perform such acts as may be proper to ensure the fair conduct of the meeting.

ARTICLE III

DIRECTORS

SECTION 3.1 Number and Election.

The number of directors that shall constitute the whole Board shall initially be one; provided, such number may be changed by the shareholders so long as the number of directors shall no be less than one or more than nine. Directors shall be elected by the shareholders, and each director shall serve until the next annual meeting and until his successor is elected and qualified, or until resignation or removal.

SECTION 3.2 Powers

The business and affairs of the Corporation shall be managed by the Board, which may exercise all such powers of the Corporation and do all such lawful acts as are not by Colorado statute, the Articles, or these Bylaws directed or required to be exercised or done by the shareholders.

SECTION 3.3 Resignation of Directors.

Any director may resign his office at any time by giving written notice of his resignation to the President or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein or, if no time to be specified therein, at the time of the receipt thereof, and the acceptance thereof shall not be necessary to make it effective.

SECTION 3.4 Removal of Directors.

Any director or the entire Board may be removed, with or without cause, by a vote of the holders of a majority of the shares then entitled to vote at an election of directors at a meeting of shareholders called expressly for that purpose.

SECTION 3.5 Vacancies.

Vacancies resulting from the resignation or removal of a director and newly created directorships resulting from any increase in the authorized number of directors shall be filled by the shareholders in accordance with Section 3.1.

SECTION 3.6 Place of Meetings.

Unless otherwise agreed by a majority of the directors then serving, all meetings of the Board of Directors shall be held at the Corporation's principal office between the hours of 9:00 AM and 5:00 PM, and such meetings may be held by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 3.6 shall constitute presence in person at such meeting.

SECTION 3.7 Annual Meetings.

Annual meetings of the Board shall be held immediately following the annual meeting of the shareholders and in the same place as the annual meeting of shareholders. In the event such meeting is not held, the meeting may be held at such time and place as shall specified in a notice given as hereinafter provided for special meetings of the Board, or as shall be specified in a written waiver of notice by all of the directors.

SECTION 3.8 Regular Meetings.

Regular meetings of the Board may be held without notice at such time and at such place shall from time to time be determined by the Board.

SECTION 3.9 Special Meetings.

Special meetings of the Board may be called by the President or the Secretary with seven (7) days notice to each director, either personally, by mail, by telegram, or by telephone; special meetings shall be called in like manner on like notice by the President or Secretary on the written request of two (2) directors and shall in such case be held at the time requested by those directors, or if the President or Secretary fails to call the special meeting as requested, then the meeting may be called by the two requesting directors and shall be held at the time designated by those directors in the notice.

SECTION 3.10 Quorum and Voting.

A quorum at any meeting of the Board shall consist of a majority of the number of directors then serving, but not less than two (2) directors, provided that if and when a Board comprised of one member is authorized, or in the even that only one director is then serving, then on director shall constitute a quorum. If a quorum shall not be present at any meeting of the Board, the directors then present may be adjourn the meeting to another time or place, without notice other than announcement at the meeting, until a quorum shall be present. If a quorum is present, then the affirmative vote of a majority of directors present is the act of the Board of Directors.

SECTION 3.11 Action Without Meeting.

Unless otherwise restricted by the Articles or these Bylaws, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

SECTION 3.12 Committees of the Board.

The Board, by resolution, adopted by a majority of the full Board, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in such resolution and permitted by law, shall have and may exercise all the authority of the Board. The Board, with or without cause, may dissolve any such committee or remove any member thereof at any time. The designation of any such committee and the delegation thereto of authority shall not operate to relieve the Board, or any member thereof, of any responsibility imposed by law.

SECTION 3.13 Compensation.

To the extent authorized by resolution of the Board and not prohibited or limited by the Articles, these Bylaws, or the shareholders, a director may be reimbursed by the Corporation for his expenses, if any, incurred in attending a meeting of the Board of Directors, and may be paid by the Corporation a fixed sum or a stated salary or both for attending meetings of the Board. No such reimbursement or payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefore.

SECTION 3.14 Waiver.

A director's attendance at or participation in a meeting shall constitute a waiver of any objection to defective notice or lack of notice of the meeting unless the director objects at the beginning of the meeting or promptly upon his arrival to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting. A director may otherwise waive notice of any annual, regular or special meeting of directors by executing a written notice of waiver either before or after the time of the meeting.

SECTION 3.15 Chairman of the Board.

A Chairman of the Board may be appointed by the directors. The Chairman of the Board may be appointed by the directors. The Chairman of the Board shall perform such duties as from time to time may be assigned to him by the Board, the shareholders, or these Bylaws. The Vice Chairman, if one has been elected, shall serve in the Chairman's absence.

SECTION 3.16 Conduct of Meetings.

At each meeting of the Board, one of the following shall act a as chairman of the meeting and preside, in the following order of precedence:

(a) The Chairman of the Board;
(b) The Vice Chairman;
(c) The President of the Corporation; or
(d) A director chosen by a majority of the directors present, or if a majority is unable to agree on whom shall act as chairman, then the director with the earliest date of birth shall act as the chairman.

The Secretary of the Corporation, or if he shall be absent from such meeting, the person whom the chairman of such meeting appoints, shall act as secretary of such meeting and keep the minutes thereof. The order of business and rules of procedure at each meeting, of the Board shall be determined by the chairman of such meeting, but the same may be changed by the vote of a majority of those directors present at such meeting. The Board shall keep regular minutes of its proceedings.

ARTICLE IV

OFFICERS

SECTION 4.1 Titles, Offices, Authority.

The officers of the Corporation shall be chosen by the Board of Directors and shall include a President, a Secretary and a Treasurer, and may but need not include: a Chairman, a Vice Chairman, a Chief Executive Officer, a Chief Operating Officer, a Vice President, additional Vice Presidents, one or more assistant secretaries and assistant treasurers, or any other officer appointed by the Board. Any number of offices may be held by the same person, unless the Articles or these Bylaws otherwise provide. If only one person is serving as an officer of this Corporation, he or she shall be deemed to be President and Secretary. An officer shall have such authority and shall perform such duties in the management of the Corporation as may be provided by the Articles or these Bylaws, or as may be determined by resolution of the Board or the shareholders in accordance with Article V.

SECTION 4.2 Subordinate Officers.

The Board may appoint such subordinate officers, agents or employees as the Board may deem necessary or advisable, including one or more additional Vice Presidents, one or more assistant secretaries, and one or more assistant treasurers, each of whom shall hold office for such period, have authority and perform such duties as are provided in these Bylaws or as the Board may from time to time determine. The Board may delegate to any executive officer or to any committee the power to appoint any such additional officers, agents or employees.

Notwithstanding the foregoing, no assistant secretary or assistant treasurer shall have power or authority to collect, account for, or pay and tax imposed by any federal, state, or city government.

SECTION 4.3 Appointment, Term of office, Qualification.

The officers of the Corporation shall be appointed by the Board and each officer shall serve at the pleasure of the Board until the next annually meeting and until a successor is appointed and qualified, or until resignation or removal.

SECTION 4.4 Resignation.

Any officer may resign his office at any time by giving written notice of his resignation to the President or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein or, if no time be specified therein, at the time of the receipt thereof, and the acceptance thereof shall not be necessary to make it effective.

SECTION 4.5 Removal.

Any officer or agent may be removed by the Board whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Appointment of an officer or agent shall not of itself create contract rights.

SECTION 4.6 Vacancies.

A Vacancy in any office, because of death, resignation, removal, or any other cause shall be filled for the unexpired portion of the term in the manner prescribed in Sections 4.1, 4.2, and 4.3 of this Article IV for appointment to such office.

SECTION 4.7 The President.

The President shall preside at all meetings of shareholders. The President shall be the principal executive officer of the Corporation and subject to the control of the Board, shall in general supervise and control all of the business and affairs of the Corporation. He may sign, when authorized by the Board, certificates, for shares of the Corporation and deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board from time to time.

SECTION 4.8 The Vice President.

Each Vice President shall have such powers and perform such duties as the Board or the President may from time to time prescribe and shall perform such other duties as may be prescribed by these Bylaws. At the request of the President, or in case of his absence or inability to act, the Vice President or if there shall be more than one Vice President then in office, then one of them who shall be designated for thepurpose by the President and when so acting shall have all powers of, and be subject to all the restrictions upon, the President.

SECTION 4.9 The Secretary.

The Secretary shall act as secretary of, and keep the minutes of, all meetings of the Board and of the shareholders; he shall cause to be given notice of all meetings of the shareholders and directors; he shall be the custodian of the seal of the Corporation and shall affix the seal, or cause it to be affixed, to all proper instruments when deemed advisable by him; he shall have charge of the stock book and also of the other books, records and papers of the Corporation relating to its organization as a Corporation, and shall see that the reports, statements and other documents required by law are properly kept or filed; and he shall in general perform all the duties incident to the office of Secretary. He may sign, with the President, certificates of stock of the Corporation. He shall also have such powers and perform such duties as are assigned to him by these Bylaws, and he shall have such other powers and perform such other duties, not inconsistent with these Bylaws, as the Board shall from time to time prescribe. If no officer has been named as Secretary, the duties of the Secretary shall be performed by the President or a person designated by the President.

SECTION 4.10 The Treasurer.

The Treasurer shall have charge and custody of, and be responsible for, all the funds and securities of the Corporation and shall keep full accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name of and to the credit of the Corporation in such banks and other depositories as may be designated by the Board, or in absence of direction by the Board, by the President; he shall disburse the funds of the Corporation as my be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and to the directors at the regular meetings of the Board or whenever they may require it, a statement of all his transactions as Treasurer and an account of the financial condition of the Corporation; and, in general, he shall perform all duties incident to the office of Treasurer and such other duties as may from time to time be assigned to him by the Board, He may sign with the President or a Vice President, certificates of stock of the Corporation. If no officer has been named as Treasurer, the duties of the Treasurer shall be performed by the President or a person designated by the President.

SECTION 4.11 Compensation.

The Board shall have the power to set the compensation of all officers of the Corporation. It may authorize any officer, upon whom the power of appointing subordinate officers may have been conferred, to set the compensation of such subordinate officers.

ARTICLE V

AUTHORITY TO INCUR CORPORATE OBLIGATIONS

SECTION 5.1 Limit on Authority.

No officer or agent of the Corporation shall be authorized to incur obligations on behalf of the Corporation except as authorized by the Articles or these Bylaws, or by resolution of the Board or the shareholders. Such authority may be general or confined to specific instances.

SECTION 5.2 Contracts and Other Obligations.

To the extent authorized by the Articles or these Bylaws, or by resolutions of the Board or the shareholders, officers and agents of the Corporation may enter into contracts, execute and deliver instruments, sign and issue checks, and otherwise incur obligations on behalf of the Corporation.

ARTICLE VI

SHARES AND THEIR TRANSFER

SECTION 6.1 Certificates for Shares.

Certificates representing shares of the Corporation shall be in such from as shall be determined by the Board. Such certificates shall be signed by the President or a Vice President and by the Secretary or an assistant secretary. The signatures of such officers upon a certificate may be facsimiles if the certificate is manually signed on behalf of a transfer agent or a registrar, other than the Corporation itself or one of its employees. Each certificate for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issue, with the number of shares and date of issue, shall be entered on the stock transfer books of the Corporation. All certificates surrendered to the Corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefore upon such terms and indemnity to the Corporation as the Board may prescribe.

SECTION 6.2 Issuance.

Before the Corporation issues shares, the Board shall determine that the consideration received or to be received for the shares is adequate. A certificate shall not be issued for any share until such share is fully paid.

SECTION 6.3 Transfer of Shares.

Transfer of shares of the Corporation shall be made only on the stock transfer books of the Corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and on surrender for cancellation of the certificate for such shares. The Person in whose name shares stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes.

ARTICLE VII

FISCAL YEAR

The fiscal year of the Corporation shall be December 31.

ARTICLE VIII

DIVIDENDS

From time to time the Board may declare, and the Corporation may pay dividends on its outstanding shares in the matter and upon the terms and conditions provided by law and its Articles.

ARTICLE IX

INDEMNIFICATION

The Corporation may indemnify and advance litigation expenses to its directors, officers, employees and agents to the extent permitted by law, the Articles or these Bylaws, and shall indemnify and advance litigation expenses to its directors, officers, employees and agents to the extent required by law, the Articles or these Bylaws. The Corporation's obligations of indemnification, if any shall be conditioned on the corporation receiving prompt notice of the claim and the opportunity to settle and defend the claim. The Corporation may, to the extent permitted by law, purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee or agent of the Corporation.

ARTICLE X

REPEAL, ALTERATION OR AMENDMENT

These Bylaws may be repealed, altered, or amended, or substitute Bylaws may be adopted at any time by a majority of the Board at any regular or special meeting, or by the shareholders at a special meeting called for that purpose. Any amendment made by the shareholders may not be amended by the Board unless authorized by the shareholders. No amendment made by the Board that impairs the rights of any shareholder shall be valid.

IN WITNESS WHEREOF, the undersigned, being the directors of Tytan Holdings, Inc., adopt the forgoing Bylaws, effective as of the date first written above.

DIRECTORS:

x______________________ x______________________

Mark Leonard, *President* Mark Leonard, *Director*

CERTIFICATION

The undersigned, as Secretary of Tytan Holdings, Inc., hereby certifies that the foregoing Bylaws were duly adopted by the Board of Directors.

x______________________

Steve Amdahl, *Secretary*

Item 20 Purchases of Equity Securities by the Issuer and Affiliated Purchasers

No Officers, Directors or Consultants purchased the Company's Stock during 2010.

Item 21 Issuer's Certifications

I, Mark Leonard, certify that:

1. I have reviewed this revised annual disclosure statement of Tytan Holdings, Incorporated;

2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and

3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

/s/ Mark Leonard
Date: April 28, 2011
Chief Executive Officer

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I, Steve Amdahl, certify that:

1. I have reviewed this revised annual disclosure statement of Tytan Holdings, Incorporated;

2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and

3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

/s/ Steve Amdahl

Date: April 28, 2011
Secretary
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