

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

FORM D

NOTICE OF SALE OF SECURITIES PURSUANT TO REGULATION D, SECTION 4(6), AND/OR UNIFORM LIMITED OFFERING EXEMPTION

OMB APPROVAL table with OMB Number 3235-0076, Expires May 31, 2005, and estimated average burden of 16.00 hours per response.

SEC USE ONLY table with fields for Prefix, Serial, and DATE RECEIVED.

Name of Offering () check if this is an amendment and name has changed, and indicate change.)

Nurescell Inc.

Filing Under (Check box(es) that apply): () Rule 504 () Rule 505 (x) Rule 506 () Section 4(6) () ULOE

Type of Filing: (x) New Filing () Amendment

A. BASIC IDENTIFICATION DATA

1. Enter the information requested about the issuer

Name of Issuer () check if this is an amendment and name has changed, and indicate change.)

Nurescell Inc.

Address of Executive Offices (Number and Street, City, State, Zip Code)

914 Westwood Blvd, Ste. 809 Los Angeles, CA 90024

Telephone Number (Including Area Code)

(818) 702-9977

Address of Principal Business Operations (if different from Executive Offices) (Number and Street, City, State, Zip Code)

Telephone Number (Including Area Code)

Brief Description of Business



05056075

Type of Business Organization

- (x) corporation () limited partnership, already formed () other (please specify): () business trust () limited partnership, to be formed

Actual or Estimated Date of Incorporation or Organization: () () (x) Actual () Estimated

Jurisdiction of Incorporation or Organization: (Enter two-letter U.S. Postal Service abbreviation for State:)

CN for Canada; FN for other foreign jurisdiction () ()

GENERAL INSTRUCTIONS

Federal:

Who Must File: All issuers making an offering of securities in reliance on an exemption under Regulation D or Section 4(6), 17 CFR 230.501 et seq. or 15 U.S.C. 77d(6).

When To File: A notice must be filed no later than 15 days after the first sale of securities in the offering. A notice is deemed filed with the U.S. Securities and Exchange Commission (SEC) on the earlier of the date it is received by the SEC at the address given below or, if received at that address after the date on which it is due, on the date it was mailed by United States registered or certified mail to that address.

Where To File: U.S. Securities and Exchange Commission, 450 Fifth Street, N.W., Washington, D.C. 20549.

Copies Required: Five (5) copies of this notice must be filed with the SEC, one of which must be manually signed. Any copies not manually signed must be photocopies of the manually signed copy or bear typed or printed signatures.

Information Required: A new filing must contain all information requested. Amendments need only report the name of the issuer and offering, any changes thereto, the information requested in Part C, and any material changes from the information previously supplied in Parts A and B. Part E and the Appendix need not be filed with the SEC.

Filing Fee: There is no federal filing fee.

State:

This notice shall be used to indicate reliance on the Uniform Limited Offering Exemption (ULOE) for sales of securities in those states that have adopted ULOE and that have adopted this form. Issuers relying on ULOE must file a separate notice with the Securities Administrator in each state where sales are to be, or have been made. If a state requires the payment of a fee as a precondition to the claim for the exemption, a fee in the proper amount shall accompany this form. This notice shall be filed in the appropriate states in accordance with state law. The Appendix to the notice constitutes a part of this notice and must be completed.

ATTENTION

Failure to file notice in the appropriate states will not result in a loss of the federal exemption. Conversely, failure to file the appropriate federal notice will not result in a loss of an available state exemption unless such exemption is predicated on the filing of a federal notice.

Handwritten initials/signature

A. BASIC IDENTIFICATION DATA

2. Enter the information requested for the following:

- Each promoter of the issuer, if the issuer has been organized within the past five years;
- Each beneficial owner having the power to vote or dispose, or direct the vote or disposition of, 10% or more of a class of equity securities of the issuer.
- Each executive officer and director of corporate issuers and of corporate general and managing partners of partnership issuers; and
- Each general and managing partner of partnership issuers.

Check Box(es) that Apply: Promoter Beneficial Owner Executive Officer Director General and/or Managing Partner

Full Name (Last name first, if individual)

2 Feet Can, LLC

Business or Residence Address (Number and Street, City, State, Zip Code)

Check Box(es) that Apply: Promoter Beneficial Owner Executive Officer Director General and/or Managing Partner

Full Name (Last name first, if individual)

412S, LLC

Business or Residence Address (Number and Street, City, State, Zip Code)

Check Box(es) that Apply: Promoter Beneficial Owner Executive Officer Director General and/or Managing Partner

Full Name (Last name first, if individual)

Arthur Lyons

Business or Residence Address (Number and Street, City, State, Zip Code)

914 Westwood Blvd., Ste. 809, Los Angeles, California 90024

Check Box(es) that Apply: Promoter Beneficial Owner Executive Officer Director General and/or Managing Partner

Full Name (Last name first, if individual)

Business or Residence Address (Number and Street, City, State, Zip Code)

Check Box(es) that Apply: Promoter Beneficial Owner Executive Officer Director General and/or Managing Partner

Full Name (Last name first, if individual)

Business or Residence Address (Number and Street, City, State, Zip Code)

Check Box(es) that Apply: Promoter Beneficial Owner Executive Officer Director General and/or Managing Partner

Full Name (Last name first, if individual)

Business or Residence Address (Number and Street, City, State, Zip Code)

Check Box(es) that Apply: Promoter Beneficial Owner Executive Officer Director General and/or Managing Partner

Full Name (Last name first, if individual)

Business or Residence Address (Number and Street, City, State, Zip Code)

(Use blank sheet, or copy and use additional copies of this sheet, as necessary)

B. INFORMATION ABOUT OFFERING

1. Has the issuer sold, or does the issuer intend to sell, to non-accredited investors in this offering? Yes No
 Answer also in Appendix, Column 2, if filing under ULOE.
2. What is the minimum investment that will be accepted from any individual? \$ 62,500.00
3. Does the offering permit joint ownership of a single unit? Yes No
4. Enter the information requested for each person who has been or will be paid or given, directly or indirectly, any commission or similar remuneration for solicitation of purchasers in connection with sales of securities in the offering. If a person to be listed is an associated person or agent of a broker or dealer registered with the SEC and/or with a state or states, list the name of the broker or dealer. If more than five (5) persons to be listed are associated persons of such a broker or dealer, you may set forth the information for that broker or dealer only.

Full Name (Last name first, if individual)

Business or Residence Address (Number and Street, City, State, Zip Code)

Name of Associated Broker or Dealer

States in Which Person Listed Has Solicited or Intends to Solicit Purchasers

(Check "All States" or check individual States) All States

<input type="checkbox"/> AL	<input type="checkbox"/> AK	<input type="checkbox"/> AZ	<input type="checkbox"/> AR	<input type="checkbox"/> CA	<input type="checkbox"/> CO	<input type="checkbox"/> CT	<input type="checkbox"/> DE	<input type="checkbox"/> DC	<input type="checkbox"/> FL	<input type="checkbox"/> GA	<input type="checkbox"/> HI	<input type="checkbox"/> ID
<input type="checkbox"/> IL	<input type="checkbox"/> IN	<input type="checkbox"/> IA	<input type="checkbox"/> KS	<input type="checkbox"/> KY	<input type="checkbox"/> LA	<input type="checkbox"/> ME	<input type="checkbox"/> MD	<input type="checkbox"/> MA	<input type="checkbox"/> MI	<input type="checkbox"/> MN	<input type="checkbox"/> MS	<input type="checkbox"/> MO
<input type="checkbox"/> MT	<input type="checkbox"/> NE	<input type="checkbox"/> NV	<input type="checkbox"/> NH	<input type="checkbox"/> NJ	<input type="checkbox"/> NM	<input type="checkbox"/> NY	<input type="checkbox"/> NC	<input type="checkbox"/> ND	<input type="checkbox"/> OH	<input type="checkbox"/> OK	<input type="checkbox"/> OR	<input type="checkbox"/> PA
<input type="checkbox"/> RI	<input type="checkbox"/> SC	<input type="checkbox"/> SD	<input type="checkbox"/> TN	<input type="checkbox"/> TX	<input type="checkbox"/> UT	<input type="checkbox"/> VT	<input type="checkbox"/> VA	<input type="checkbox"/> WA	<input type="checkbox"/> WV	<input type="checkbox"/> WI	<input type="checkbox"/> WY	<input type="checkbox"/> PR

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Name of Associated Broker or Dealer

States in Which Person Listed Has Solicited or Intends to Solicit Purchasers

(Check "All States" or check individual States) All States

<input type="checkbox"/> AL	<input type="checkbox"/> AK	<input type="checkbox"/> AZ	<input type="checkbox"/> AR	<input type="checkbox"/> CA	<input type="checkbox"/> CO	<input type="checkbox"/> CT	<input type="checkbox"/> DE	<input type="checkbox"/> DC	<input type="checkbox"/> FL	<input type="checkbox"/> GA	<input type="checkbox"/> HI	<input type="checkbox"/> ID
<input type="checkbox"/> IL	<input type="checkbox"/> IN	<input type="checkbox"/> IA	<input type="checkbox"/> KS	<input type="checkbox"/> KY	<input type="checkbox"/> LA	<input type="checkbox"/> ME	<input type="checkbox"/> MD	<input type="checkbox"/> MA	<input type="checkbox"/> MI	<input type="checkbox"/> MN	<input type="checkbox"/> MS	<input type="checkbox"/> MO
<input type="checkbox"/> MT	<input type="checkbox"/> NE	<input type="checkbox"/> NV	<input type="checkbox"/> NH	<input type="checkbox"/> NJ	<input type="checkbox"/> NM	<input type="checkbox"/> NY	<input type="checkbox"/> NC	<input type="checkbox"/> ND	<input type="checkbox"/> OH	<input type="checkbox"/> OK	<input type="checkbox"/> OR	<input type="checkbox"/> PA
<input type="checkbox"/> RI	<input type="checkbox"/> SC	<input type="checkbox"/> SD	<input type="checkbox"/> TN	<input type="checkbox"/> TX	<input type="checkbox"/> UT	<input type="checkbox"/> VT	<input type="checkbox"/> VA	<input type="checkbox"/> WA	<input type="checkbox"/> WV	<input type="checkbox"/> WI	<input type="checkbox"/> WY	<input type="checkbox"/> PR

Full Name (Last name first, if individual)

Business or Residence Address (Number and Street, City, State, Zip Code)

Name of Associated Broker or Dealer

States in Which Person Listed Has Solicited or Intends to Solicit Purchasers

(Check "All States" or check individual States) All States

<input type="checkbox"/> AL	<input type="checkbox"/> AK	<input type="checkbox"/> AZ	<input type="checkbox"/> AR	<input type="checkbox"/> CA	<input type="checkbox"/> CO	<input type="checkbox"/> CT	<input type="checkbox"/> DE	<input type="checkbox"/> DC	<input type="checkbox"/> FL	<input type="checkbox"/> GA	<input type="checkbox"/> HI	<input type="checkbox"/> ID
<input type="checkbox"/> IL	<input type="checkbox"/> IN	<input type="checkbox"/> IA	<input type="checkbox"/> KS	<input type="checkbox"/> KY	<input type="checkbox"/> LA	<input type="checkbox"/> ME	<input type="checkbox"/> MD	<input type="checkbox"/> MA	<input type="checkbox"/> MI	<input type="checkbox"/> MN	<input type="checkbox"/> MS	<input type="checkbox"/> MO
<input type="checkbox"/> MT	<input type="checkbox"/> NE	<input type="checkbox"/> NV	<input type="checkbox"/> NH	<input type="checkbox"/> NJ	<input type="checkbox"/> NM	<input type="checkbox"/> NY	<input type="checkbox"/> NC	<input type="checkbox"/> ND	<input type="checkbox"/> OH	<input type="checkbox"/> OK	<input type="checkbox"/> OR	<input type="checkbox"/> PA
<input type="checkbox"/> RI	<input type="checkbox"/> SC	<input type="checkbox"/> SD	<input type="checkbox"/> TN	<input type="checkbox"/> TX	<input type="checkbox"/> UT	<input type="checkbox"/> VT	<input type="checkbox"/> VA	<input type="checkbox"/> WA	<input type="checkbox"/> WV	<input type="checkbox"/> WI	<input type="checkbox"/> WY	<input type="checkbox"/> PR

(Use blank sheet, or copy and use additional copies of this sheet, as necessary.)

C. OFFERING PRICE, NUMBER OF INVESTORS, EXPENSES AND USE OF PROCEEDS

1. Enter the aggregate offering price of securities included in this offering and the total amount already sold. Enter "0" if the answer is "none" or "zero." If the transaction is an exchange offering, check this box and indicate in the columns below the amounts of the securities offered for exchange and already exchanged.

Type of Security	Aggregate Offering Price	Amount Already Sold
Debt	\$ _____	\$ _____
Equity	\$ 500,000.00	\$ 500,000.00
	<input checked="" type="checkbox"/> Common <input type="checkbox"/> Preferred	
Convertible Securities (including warrants)	\$ 0.00	\$ 0.00
Partnership Interests	\$ 0.00	\$ 0.00
Other (Specify <u>125,000 Warrants exercisable @ \$3.50 per share of Common Stock</u>)	\$ 0.00	\$ 0.00
Total	\$ 500,000.00	\$ 500,000.00

Answer also in Appendix, Column 3, if filing under ULOE.

2. Enter the number of accredited and non-accredited investors who have purchased securities in this offering and the aggregate dollar amounts of their purchases. For offerings under Rule 504, indicate the number of persons who have purchased securities and the aggregate dollar amount of their purchases on the total lines. Enter "0" if answer is "none" or "zero."

	Number Investors	Aggregate Dollar Amount of Purchases
Accredited Investors	5	\$ 500,000.00
Non-accredited Investors	0	\$ 0.00
Total (for filings under Rule 504 only)	5	\$ 500,000.00

Answer also in Appendix, Column 4, if filing under ULOE.

3. If this filing is for an offering under Rule 504 or 505, enter the information requested for all securities sold by the issuer, to date, in offerings of the types indicated, in the twelve (12) months prior to the first sale of securities in this offering. Classify securities by type listed in Part C — Question 1.

Type of Offering	Type of Security	Dollar Amount Sold
Rule 505	_____	\$ _____
Regulation A	_____	\$ _____
Rule 504	_____	\$ _____
Total	_____	\$ 0.00

- 4 a. Furnish a statement of all expenses in connection with the issuance and distribution of the securities in this offering. Exclude amounts relating solely to organization expenses of the insurer. The information may be given as subject to future contingencies. If the amount of an expenditure is not known, furnish an estimate and check the box to the left of the estimate.

Transfer Agent's Fees	<input checked="" type="checkbox"/>	\$ 500.00
Printing and Engraving Costs	<input type="checkbox"/>	\$ 0.00
Legal Fees	<input type="checkbox"/>	\$ 2,500.00
Accounting Fees	<input type="checkbox"/>	\$ 0.00
Engineering Fees	<input type="checkbox"/>	\$ 0.00
Sales Commissions (specify finders' fees separately)	<input type="checkbox"/>	\$ 0.00
Other Expenses (identify) _____	<input type="checkbox"/>	\$ 500.00
Total	<input type="checkbox"/>	\$ 3,500.00

C. OFFERING PRICE, NUMBER OF INVESTORS, EXPENSES AND USE OF PROCEEDS

b. Enter the difference between the aggregate offering price given in response to Part C — Question 1 and total expenses furnished in response to Part C — Question 4.a. This difference is the “adjusted gross proceeds to the issuer.”

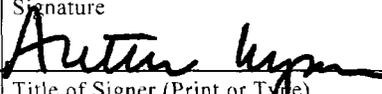
\$ 496,500.00

5. Indicate below the amount of the adjusted gross proceed to the issuer used or proposed to be used for each of the purposes shown. If the amount for any purpose is not known, furnish an estimate and check the box to the left of the estimate. The total of the payments listed must equal the adjusted gross proceeds to the issuer set forth in response to Part C — Question 4.b above.

	Payments to Officers, Directors, & Affiliates	Payments to Others
Salaries and fees	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____
Purchase of real estate	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____
Purchase, rental or leasing and installation of machinery and equipment	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____
Construction or leasing of plant buildings and facilities	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____
Acquisition of other businesses (including the value of securities involved in this offering that may be used in exchange for the assets or securities of another issuer pursuant to a merger)	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____
Repayment of indebtedness	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____
Working capital	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ <u>496,500.00</u>
Other (specify): _____	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____
_____	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____
_____	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____
Column Totals	<input type="checkbox"/> \$ <u>0.00</u>	<input type="checkbox"/> \$ <u>496,500.00</u>
Total Payments Listed (column totals added)	<input type="checkbox"/> \$ <u>496,500.00</u>	

D. FEDERAL SIGNATURE

The issuer has duly caused this notice to be signed by the undersigned duly authorized person. If this notice is filed under Rule 505, the following signature constitutes an undertaking by the issuer to furnish to the U.S. Securities and Exchange Commission, upon written request of its staff, the information furnished by the issuer to any non-accredited investor pursuant to paragraph (b)(2) of Rule 502.

Issuer (Print or Type) Nurescell Inc.	Signature 	Date May <u>31</u> , 2005
Name of Signer (Print or Type) Arthur Lyons	Title of Signer (Print or Type) President	

ATTENTION

Intentional misstatements or omissions of fact constitute federal criminal violations. (See 18 U.S.C. 1001.)

E. STATE SIGNATURE

1. Is any party described in 17 CFR 230.262 presently subject to any of the disqualification provisions of such rule? Yes No

See Appendix, Column 5, for state response.

2. The undersigned issuer hereby undertakes to furnish to any state administrator of any state in which this notice is filed a notice on Form D (17 CFR 239.500) at such times as required by state law.
3. The undersigned issuer hereby undertakes to furnish to the state administrators, upon written request, information furnished by the issuer to offerees.
4. The undersigned issuer represents that the issuer is familiar with the conditions that must be satisfied to be entitled to the Uniform limited Offering Exemption (ULOE) of the state in which this notice is filed and understands that the issuer claiming the availability of this exemption has the burden of establishing that these conditions have been satisfied.

The issuer has read this notification and knows the contents to be true and has duly caused this notice to be signed on its behalf by the undersigned duly authorized person.

Issuer (Print or Type) Nurescell Inc.	Signature 	Date May 31, 2005
Name (Print or Type) Arthur Lyons	Title (Print or Type) President	

Instruction:

Print the name and title of the signing representative under his signature for the state portion of this form. One copy of every notice on Form D must be manually signed. Any copies not manually signed must be photocopies of the manually signed copy or bear typed or printed signatures.

APPENDIX

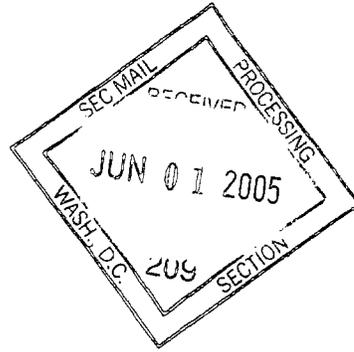
1	2		3	4				5	
	Intend to sell to non-accredited investors in State (Part B-Item 1)			Type of security and aggregate offering price offered in state (Part C-Item 1)	Type of investor and amount purchased in State (Part C-Item 2)				Disqualification under State ULOE (if yes, attach explanation of waiver granted) (Part E-Item 1)
State	Yes	No		Number of Accredited Investors	Amount	Number of Non-Accredited Investors	Amount	Yes	No
AL									
AK									
AZ									
AR									
CA									
CO									
CT									
DE									
DC									
FL		x		2	\$125,000.00				x
GA									
HI									
ID									
IL									
IN									
IA									
KS		x		1	\$62,500.00				x
KY									
LA									
ME									
MD									
MA									
MI									
MN									
MS									

APPENDIX

1	2		3	4				5	
	Intend to sell to non-accredited investors in State (Part B-Item 1)			Type of security and aggregate offering price offered in state (Part C-Item 1)	Type of investor and amount purchased in State (Part C-Item 2)				Disqualification under State ULOE (if yes, attach explanation of waiver granted) (Part E-Item 1)
State	Yes	No		Number of Accredited Investors	Amount	Number of Non-Accredited Investors	Amount	Yes	No
MO									
MT									
NE									
NV									
NH									
NJ		x		1	\$250,000.00				x
NM									
NY									
NC									
ND									
OH									
OK									
OR									
PA									
RI									
SC									
SD									
TN									
TX									
UT									
VT									
VA									
WA									
WV									
WI									

APPENDIX

1	2		3	4				5	
	Intend to sell to non-accredited investors in State (Part B-Item 1)			Type of security and aggregate offering price offered in state (Part C-Item 1)	Type of investor and amount purchased in State (Part C-Item 2)				Disqualification under State ULOE (if yes, attach explanation of waiver granted) (Part E-Item 1)
State	Yes	No		Number of Accredited Investors	Amount	Number of Non-Accredited Investors	Amount	Yes	No
WY	<input type="checkbox"/>	<input type="checkbox"/>						<input type="checkbox"/>	<input type="checkbox"/>
PR	<input type="checkbox"/>	<input type="checkbox"/>						<input type="checkbox"/>	<input type="checkbox"/>



NURESCELL INC.
PRIVATE PLACEMENT
250,000 Shares of Common Stock and
125,000 Common Stock Purchase Warrants
In Units Each Comprised of (2) Shares of Common Stock
and (1) Common Stock, Purchase Warrant
Purchase Price \$4.00 per Unit

SUBSCRIPTION
INSTRUCTIONS, SUBSCRIPTION
AGREEMENT AND INVESTOR
SUITABILITY QUESTIONNAIRE

May 6, 2005

NURESCCELL INC.

Offering of 125,000 Units Comprised of Two Shares of Common Stock and One Common Stock Purchase Warrant per Unit

Subscription Instructions

I - INSTRUCTIONS

NURESCCELL Inc., a Nevada corporation (the "Company"), is offering, subject to and contingent upon successful completion and closing of the certain acquisition transaction reflected in the Agreement and Plan of Reorganization dated May 12, 2005, a maximum of 125,000 units ("Units"), each Unit comprised of two (2) shares of its restricted Common Stock (the "Shares"), and one (1) Common Stock Purchase Warrant, for sale to selected qualified investors ("Investor") in a private placement offering (the "Offering"). Investors wishing to subscribe for and purchase Units in the Offering, at the aggregate offering price of \$500,000, or \$4.00 per Unit, must follow the procedures set forth in these instructions, in the following order of priority:

1. A completed Subscription Agreement and Investor Suitability Questionnaire must be completed and signed by you and returned to the Company. If you have not completed this step, please do not proceed any further with this purchase transaction until the Company has received and reviewed your completed Questionnaire and determined that you are qualified to make the investment in this Offering. The Questionnaire is included in these instructions.
2. You must have received (and acknowledged such receipt, in writing, signed by you and returned to the Company) a copy of the Company's Annual Report on Form 10-KSB for the year ended March 31, 2004 and its Current Report of Form 8-K dated February 28, 2005 and April 25, 2005. (the "Annual and Current Reports")
3. In addition to review and completion the above-described Subscription Agreement and Investor Suitability Questionnaire and the Annual and Current Reports, you must execute and/or deliver the following items in order to subscribe for the Units in this Offering:
 - (i) this Subscription Instructions form, properly completed and signed; and
 - (ii) payment in full of the purchase price for the Shares you are purchasing as indicated in this Subscription Instructions (collectively, the Subscription Agreement and Investor Suitability Questionnaire, the 10-KSB, and these Subscription Instructions and Election Notice are referred to as the "Subscription Documents").
4. After reading and reviewing the Subscription Documents in their entirety, complete and sign the "Subscription" portion of this document found on pages 4 through 7.
5. Include a check for the amount of shares you would like to purchase at \$4.00 per Unit made payable to: "NURESCCELL".

6. Send the executed Subscription Documents with your check (keeping a photocopy for your records) to:

Arthur Lyons, Secretary
NURESCELL INC.
914 Westwood Blvd., Ste. 809
Los Angeles, California 90024

7. By signing this document in the "Subscription" portion below, you will be acknowledging and representing to the Company that all information which you have provided to the Company concerning the Subscriber/Purchaser of the Units, your financial position and your knowledge of financial and business matters is correct and complete as of the date set forth herein.
8. The subscription period will begin on May 10, 2005, and will terminate at 11:59 a.m., Eastern Time, on May 11, 2005, or sooner per determination of the Board of Directors of the Company (the "Closing Date"). Funds received by the Company from the undersigned subscriber in the Offering will not be held in an escrow account.
9. All funds received in the Offering will be immediately released to the Company for use, and with respect to each subscriber whose subscription was accepted by the Company, the Company will countersign the Subscription Documents in respect of each such subscription.
10. The Subscriber signing below hereby authorizes and directs the Company to deliver the Units for which the undersigned is subscribing pursuant to, and on the terms and conditions set forth in, the Subscription Documents, to the business address indicated in the Subscription Agreement and Investor Suitability Questionnaire.
11. The Subscriber hereby authorizes and directs the Company to return the purchase funds for an unaccepted subscription to the same account from which the funds were drawn without interest thereon.
12. Acceptance of any Subscription in this private placement is wholly dependent and contingent upon the Company's successful completion and closing of the acquisition transaction contemplated in the certain Agreement and Plan of Reorganization dated May ___, 2005.

SUBSCRIPTION AGREEMENT AND INVESTOR SUITABILITY QUESTIONNAIRE

NURESCCELL INC.
914 Westwood Blvd., Ste. 809
Los Angeles, California 90024

Gentlemen:

1. **Subscription.** The undersigned (the "Subscriber") hereby subscribes for and agrees to purchase _____ Units of Common Stock and Common Stock Purchase Warrants, each Unit comprised two (2) shares of Common Stock and one (1) Warrant to Purchase additional Common Stock at an exercise price of \$3.50 per share; of NURESCCELL INC. (the "Corporation" or the "Company") as indicated below in accordance with the terms of this Subscription Agreement (the "Subscription Agreement").

The Subscriber hereby subscribes for _____ Units at \$4.00 per Unit for an aggregate purchase price of \$ _____ and has provided a check or wire transfer for that amount.

2. **Subscription Instruments.** The Subscriber hereby tenders to the Corporation payment in one of the following manners (check one):

_____ A check is attached hereto made payable to "NURESCCELL INC." The check and this duly completed and executed Subscription Agreement and Investor Suitability Questionnaire have been delivered to the Company by delivering the documents to Arthur Lyons, Secretary, NURESCCELL INC., 904 Westwood Blvd, Ste. 809, Los Angeles, California 90024

_____ A wire transfer has been made as to the Corporation's Escrow Agent as follows:

Bank Name & Address: Suntrust Bank, Atlanta GA
Bank ABA#: 061000104
For Credit to the Account of Eugene Michael Kennedy, P.A., Trust Account
Account # 0428006516297
Instructions: Escrow for Subscribers of Nurescell Inc.

The duly completed and executed Subscription Agreement and Investor Suitability Questionnaire has been mailed to Mr. Arthur Lyons, Secretary, NURESCCELL INC., 904 Westwood Blvd, Ste. 809, Los Angeles, California 90024.

3. **Acceptance or Rejection of Subscription.** The Subscriber understands and agrees that if this subscription is accepted, the proceeds delivered herewith shall be used to admit the subscribers whose subscription has been accepted as a Shareholder and Warrant holder of the Corporation. If this subscription is rejected, the Subscription Documents and the subscription funds will be promptly returned to the Subscriber. No interest will be paid on the returned subscription funds.

4. **Representations and Warranties.** The representations contained herein are being relied upon by the Corporation in connection with this Private Placement. Responses will be kept confidential; however, the undersigned subscriber agrees that the Corporation may present this set of Subscription Documents to such persons as it deems appropriate in order to ensure that the offer and sale of Units to the undersigned subscriber will not result in violation of the exemption from registration under the Securities Act of 1933, as amended (the "Securities Act") and the securities laws of certain states upon which the Corporation is relying in making this Offering.

a. In the case of any individual investor, I am an Accredited Investor (as defined in Rule 501 of Regulation D promulgated under the Act) because I certify that (check all appropriate descriptions that apply):

(i) _____ I am a natural person whose individual net worth, or joint net worth with my spouse (meaning the amount of total assets at fair-market value, including home, personal property and property owned by a spouse, less total liabilities) exceeds \$1,000,000.

(ii) _____ I am a natural person who had individual income exceeding \$200,000 in 2003 and 2004 and I have a reasonable expectation of reaching the same income level in 2005, or who had joint income with my spouse exceeding \$300,000 in 2003 and 2004 and I have a reasonable expectation of reaching the same income level in 2005.

(iii) _____ I am a director or executive officer of the Corporation.

b. In the case of any partnership, corporation, trust and other entity investor, the Subscriber certifies that (check one):

(i) _____ Each equity owner of the investor is an Accredited Investor because:

(aa) The equity owner of the investor is a natural person who had an individual income (exclusive of any income attributable to his or her spouse) in excess of \$200,000 (or joint income with that of his spouse in excess of \$300,000) in each of 2003 and 2004 and reasonably and fully expects to have an individual income in excess of \$200,000 (or joint income with that of his spouse in excess of \$300,000) in 2005.

(bb) The equity owner is a natural person who has an individual net worth (or who, with his or her spouse, has a combined individual net worth) in excess of \$1,000,000.

(cc) The equity owner is a director or executive officer of the Corporation.

- (ii) _____ The investor is a corporation, Massachusetts or similar business trust or partnership, not formed for the specific purpose of acquiring the Shares, with total assets exceeding \$5,000,000.
- c. The Subscriber has received and, prior to the execution of this Subscription Agreement by the Subscriber, has carefully reviewed the Subscription Documents. The Subscriber has relied solely on the information contained in the Subscription Documents making his/her or its investment decision, and, in making such investment decision, has disregarded any other written or oral statements or information, if any, concerning the Corporation or an investment in the Units made by any party, including, without limitation, the officers, directors, and employees of the Corporation .
- d. The Subscriber has had sufficient access to all documents and records pertaining to the Corporation and this proposed investment in the Units. Additionally, the Subscriber has had the opportunity to ask questions and receive answers from the Corporation concerning the terms and conditions of the offering and other matters pertaining to this investment, and all such questions have been answered to the satisfaction of the Subscriber.
- e. The Subscriber (i) has adequate means of providing for current needs and possible contingencies in the same manner as he/she or it would have been able to provide prior to making the investment in the Units, (ii) has no need for liquidity in this investment, (iii) is aware of and able to bear the very high risks of this investment and (iv) is presently able to afford a complete loss of such investment.
- f. The Subscriber understands that neither the Units, the Warrants nor the shares of Common Stock underlying the Warrants have been registered under the Securities Act or the securities laws of any state, in reliance upon exemptions from registration for private offerings. The Subscriber understands that the Units must be held until the securities comprising the Units are subsequently registered under the Securities Act and applicable state securities laws or one or more exemptions from such registration are available. The Subscriber further understands that the Corporation has no obligation to repurchase securities comprising the Units.
- g. The Subscriber recognizes that an investment in the Shares involves significant risk in that the Company is without material assets and has no current commercial operations. The Subscriber has determined that the Units are a suitable investment for the Subscriber. Each certificate evidencing the Units shall bear a prominent legend substantially as follows:

“THE SECURITIES REFERRED TO HEREIN HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF ANY OTHER STATE OR JURISDICTION, IN RELIANCE UPON EXEMPTIONS PROMULGATED UNDER THE SECURITIES ACT AND EXEMPTIONS FROM REGISTRATION AVAILABLE UNDER THE APPLICABLE

SECURITIES LAWS OF VARIOUS OTHER JURISDICTIONS. THESE SECURITIES MAY NOT BE TRANSFERRED OR DISPOSED OF UNLESS REGISTERED UNDER THE SECURITIES ACT AND QUALIFIED UNDER APPLICABLE STATE SECURITIES LAWS OR (1) REGISTRATION AND QUALIFICATION UNDER SUCH LAWS ARE NOT REQUIRED, AND (2) AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY IS FURNISHED TO THE COMPANY TO THE EFFECT THAT REGISTRATION UNDER THE SECURITIES ACT AND THE APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED.”

- h. The Units are being purchased solely for the Subscriber’s account for investment and not for the account of any other person and not with a view to or for distribution, assignment or resale, in connection with any distribution within the meaning of the Securities Act. The Subscriber does not have any contract, understanding, or arrangement with any person to sell, transfer or grant participation to such person or any third person with respect to the securities comprising the Units, and no other person has a beneficial interest in the Shares being purchased hereunder.
- i. The Subscriber understands that no financial projections are included in the Subscription Documents, and neither the Subscriber nor any of his/her or its advisors are relying on any financial projections or materials regarding the Corporation’s prospects in connection with determining the merits of an investment in the Units. The Subscriber has been given the opportunity to ask questions of the Company and its management concerning the Company, the Units, the terms and conditions of the offering and other matters pertaining to this investment, in order for the Subscriber to evaluate the merits and risks of an investment in the Units, and the Subscriber has received satisfactory responses to all such questions; Subscriber has not been furnished any offering literature or prospectus except as set forth herein.

5. **Indemnification.** The Subscriber unconditionally agrees to indemnify and hold the Corporation and its respective officers, directors and shareholders or any other person who may be deemed to control them, and all of their counsel and accountants, harmless from any loss, liability, claim, damage or expense, arising out of the inaccuracy of any of the Subscriber’s, or its attorney’s or agent’s representations, warranties or statements or the breach of any of the agreements contained herein.

6. **Governing Law; Jurisdiction and Venue.** This Agreement and the rights of the parties hereunder shall be exclusively governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles. All parties agree to submit themselves to the jurisdiction of the federal and state courts of the State of California, which shall be the sole and exclusive tribunal in which the parties may institute and maintain a legal proceeding against the other party arising from any dispute as to the terms and conditions of this Agreement. In the event that any party initiates a legal proceeding in a jurisdiction other than in the federal and state courts of the State of California, the other party may assert as a complete and valid defense and as a basis for immediate dismissal with prejudice of such legal proceeding that such proceeding was not initiated and maintained in the federal and state courts of the State of California in accordance with the provisions of this paragraph. A party who initiates a legal proceeding against the other party in violation of this paragraph shall be responsible for and shall pay the legal fees, costs and expenses

incurred by the opposing party in such legal proceeding upon statement presentation.

7. **Irrevocability.** The Purchaser hereby agrees that this subscription is irrevocable.

8. **Miscellaneous.**

(a) All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, to the Subscriber at its address set forth on the signature page below and to the Company at its principal executive office.

(b) This Subscription Agreement may be amended only by a writing executed by all parties.

(c) This Subscription Agreement is not transferable or assignable by the Subscriber.

(d) All pronouns herein and any variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the parties hereto may require.

(e) This Subscription Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

9. The undersigned hereby represents that the undersigned has read the entire Subscription Document set, and these Instructions, and has executed this Subscription Agreement form this _____ day of May, 2005.

FOR A CORPORATION OR LLC SUBSCRIBER

Name of Corporation or LLC: _____

Name of Authorized Officer: _____

Title of Authorized Officer: _____

Signature of Authorized Officer: _____

Taxpayer Identification Number: _____

(or if a Single Member LLC with no Taxpayer ID No., the name, address and Taxpayer ID No. of the Single Member)

Address of Corporation or LLC: _____

Attn: _____

FOR INDIVIDUAL SUBSCRIBER

(Check One)

- INDIVIDUAL OWNERSHIP (One Signature Required Below)
- JOINT TENANTS (Two Signatures Required Below)
- TENANTS IN COMMON (Two Signatures Required Below)
- COMMUNITY PROPERTY (Two Signatures Required Below)

Amount subscribed for: (_____ Units at \$4.00 per Unit) \$ _____

(Please print or type all information exactly as you wish it to appear on the Company's records)

Name(s) of Subscriber(s) Social Security Number(s)

Residence Address

Mailing Address (if different from above)

Telephone: (Business) (Facsimile) (Residential)

Dated: _____, 2005

(Signature of Subscriber)

(Signature of Subscriber)

ACCEPTANCE

**NURESCELL INC. HEREBY ACCEPTS THE SUBSCRIPTION FOR THE SHARES
CONTAINED IN THIS SUBSCRIPTION AGREEMENT.**

NURESCELL INC.

By: _____

Date: May 12, 2005



REGISTRATION RIGHTS AGREEMENT

REGISTRATION RIGHTS AGREEMENT (this "Agreement"), dated as of May ____, 2005, by and between Nurescell Inc., a Nevada corporation (the "Company"), and each of the entities whose names appear on the signature pages hereof. Such entities are each referred to herein as an "Investor" and, collectively, as the "Investors".

The Company has agreed, on the terms and subject to the conditions set forth in the certain private placement Subscription Agreement, dated May 12, 2005 (the "Subscription Agreement"), to issue and sell to each Investor named therein (i) Units (the "Units") comprised of shares of its Common Stock and Common Stock Purchase Warrants to purchase additional shares of the Company's Common Stock, par value \$0.0001 per share (the "Common Stock").

The shares of Common Stock into which the Warrants are exercisable are referred to herein as the "Warrant Shares".

In order to induce each Investor to enter into the Subscription Agreement, the Company has agreed to provide certain registration rights under the Securities Act of 1933, as amended (the "Securities Act"), and under applicable state securities laws. Capitalized terms used herein, and not otherwise defined, shall have the respective meanings set forth in the Subscription Agreement.

In consideration of each Investor entering into the Subscription Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

For purposes of this Agreement, the following terms shall have the meanings specified:

- (a) "Closing Date" means May 12, 2005.
- (b) "Effective Date" means the date on which the Registration Statement is declared effective by the Securities and Exchange Commission (the "Commission");
- (c) "Filing Deadline" means the one hundred twentieth (120th) calendar day following the Closing Date;
- (d) "Holder" means any person owning or having the right to acquire, including without limitation through exercise of the Warrants, Registrable Securities, including initially each Investor and thereafter any permitted assignee thereof;
- (e) "Outstanding Registrable Securities" means, at any time, all Registrable Securities outstanding at such time.

(f) “Registrable Securities” means the Shares and the Warrant Shares and any other shares of Common Stock issuable pursuant to the exercise of the Warrants (without regard to any limitation on such exercise), and any shares of Common Stock issued or issuable from time to time (with any adjustments) in replacement of, in exchange for, or otherwise in respect of, the Shares or the Warrant Shares; provided, however, that “Registrable Securities” shall not include any such shares that have been sold pursuant to the Registration Statement or Rule 144;

(g) “Registration Deadline” means the two hundred tenth (210th) calendar day following the filing date of the Company’s Registration Statement on Form SB-2.

(h) “Registration Period” has the meaning set forth in paragraph 2(b) below; and

(i) “Registration Statement” means the Registration Statement on Form SB-2 (or Form S-3 if applicable) to be filed hereunder with the U.S. Securities and Exchange Commission (the “Commission”) and relating to resales of the Registrable Securities.

2. REGISTRATION.

(a) Registration Statement. On or before the Filing Deadline, the Company shall prepare and file with the Commission a Registration Statement on Form SB-2 as a “shelf” registration statement under Rule 415 promulgated under the Securities Act (“Rule 415”) covering resale of a number of shares of Common Stock equal to the number of shares required to be reserved pursuant to the Subscription Agreement as of the Closing Date. The Registration Statement shall state, to the extent permitted by Rule 416, that it also covers such indeterminate number of additional shares of Common Stock as may become issuable upon the exercise of the Warrants in order to prevent dilution resulting from stock splits, stock dividends or similar events. In the event that the Company becomes eligible to use Form S-3 to register the resale of Registrable Securities by the Holders, the Company shall use commercially reasonable efforts, as soon as practicable following the date on which it becomes eligible to use Form S-3 to convert the Registration Statement to a Form S-3, or file a new registration statement on Form S-3, covering the greater of (i) the number of shares of Common Stock covered by the Registration Statement and remaining unsold thereunder and (ii) the number of Outstanding Registrable Securities, provided, however, that the Commission’s failure to consent to such conversion shall not be deemed to be a default under any provision of this Agreement, and provided further that the Company shall not be required to effect any such conversion if a Holder is eligible to sell Registrable Securities under Rule 144, or if less than seventy-five thousand (75,000) shares are then required hereunder to be covered under any such Registration Statement.

(b) Effectiveness. The Company shall use commercially reasonable efforts to cause the Registration Statement to become effective as soon as practicable following the filing thereof, but in no event later than the Registration Deadline. The Company shall respond promptly to any and all comments made by the Staff of the Commission on the Registration Statement, and shall submit to the Commission, within five (5) Business Days after the Company learns that no

review of the Registration Statement will be made by the staff of the Commission or that the staff of the Commission has no further comments on the Registration Statement, as the case may be, a request for acceleration of the effectiveness of the Registration Statement to a time and date not later than five (5) Business Days after the submission of such request; provided that at any time prior to the end of the Registration Deadline, the Company may delay its request for effectiveness for a period of up to ten days if the Company is required to file an Exchange Act report within such ten (10) day period in connection with a proposed merger, reorganization or similar transaction involving the Company. The Company will endeavor in good faith to maintain the effectiveness of the Registration Statement until the earlier to occur of (i) the date on which all of the Registrable Securities eligible for resale thereunder have been publicly sold pursuant to either the Registration Statement or Rule 144 and (ii) the date on which all of the Registrable Securities remaining to be sold under the Registration Statement (in the reasonable opinion of counsel to the Holder) may be immediately sold to the public under Rule 144(k) or any successor provision (the period beginning on the Closing Date and ending on the earlier to occur of (i) or (ii) above being referred to herein as the "Registration Period").

(c) Registration Default. If (A) the Registration Statement is not filed on or before the Filing Deadline or declared effective by the Commission on or before the Registration Deadline, (B) after the Registration Statement has been declared effective by the Commission and during a period in which an Allowed Delay (as hereinafter defined) is not in effect, sales of Registrable Securities are not allowed to be made by a Holder under the Registration Statement or pursuant to Rule 144(k) or otherwise pursuant to Rule 144, or (C) an amendment to the Registration Statement, or a new registration statement, required to be filed pursuant to the terms of paragraph 4(k) below is not filed on or before the date required by such paragraph, (each of (A), (B) and (C) being referred to herein as a "Registration Default"), the Company shall make cash payments to each Holder equal to one percent (1.0%) of the Purchase Price for the Securities then held by such Holder for each seventy five (75) day period in which a Registration Default occurs (prorated for any period of less than sixty days). Each such payment shall be made within ten (10) Business Days following the last day of the calendar month in which a Registration Default occurs. Any such payment shall be in addition to any other remedies available to each Holder at law or in equity, whether pursuant to the terms hereof, the Subscription Agreement, or otherwise.

(d) Allowed Delay. The Company may delay the disclosure of material non-public information, and suspend the availability of the Registration Statement, for no more than (i) five (5) consecutive Business Days (each such five Business Day period to be separated by at least five Business Days from the next such period, and such period, together with any other days on which the availability of the Registration Statement is suspended, not to exceed twenty (20) calendar days in the aggregate in any twelve (12) month period) or (ii) twenty (20) calendar days in any twelve (12) month period, in the event of a proposed merger, reorganization or similar transaction involving the Company, as long as its board of directors (A) has determined, upon the advice of counsel, that such information would be required to be disclosed in an offering registered under the Securities Act and (B) reasonably deems it in the Company's best interests not to disclose such information publicly (an "Allowed Delay"). In addition, until the Company becomes eligible to file a registration statement on Form S-3, each time the Company files a post-effective amendment to the Registration Statement for the purpose of updating the Registration Statement in connection

with the public filing by the Company of any report or other document with the Commission (such post-effective amendment, an "Updating Amendment"), the Company may also suspend the availability of the Registration Statement until such Updating Amendment is declared effective and any such suspension shall also be deemed an Allowed Delay for all purposes under this Agreement as long as such Updating Amendment is filed within fifteen (15) Business Days following the event or circumstance requiring such amendment and the Company promptly responds to any comments made thereon by the staff of the Commission. The Company shall promptly (i) notify each Holder in writing of the existence of material non-public information giving rise to an Allowed Delay (but in no event, without the prior written consent of such Holder, shall the Company disclose to such Holder any material non-public information), (ii) advise each Holder in writing to cease all sales under the Registration Statement until the termination of the Allowed Delay and (iii) notify each Holder in writing immediately upon the termination or expiration of an Allowed Delay.

(e) Allocation of Warrant Shares. The initial number of Warrant Shares included in any Registration Statement and each increase in the number thereof included therein shall be allocated pro rata among the Holders based on the aggregate number of Outstanding Registrable Securities held by each Holder at the time the Registration Statement covering such initial number of Registrable Securities or increase thereof is declared effective by the Commission (without regard to any restriction on the ability of a Holder to exercise such Holder's Warrants as of such date). In the event that a Holder sells or otherwise transfers any of such Holder's Registrable Securities, each transferee shall be allocated the portion of the then remaining number of Registrable Securities included in such Registration Statement allocable to the transferor. Any portion of the Registrable Securities included in such Registration Statement and allocated to a Holder or other Person which no longer holds any Registrable Securities shall be reallocated to the remaining Holders *pro rata* based on the number of Outstanding Registrable Securities.

3. PIGGYBACK REGISTRATION.

If at any time prior to the date that is two hundred ten (210) days after the expiration of the Registration Period, (i) the Company proposes to register shares of Common Stock under the Securities Act in connection with the public offering of such shares for cash (a "Proposed Registration") other than a registration statement on Form S-8 or Form S-4 or any successor or other forms promulgated for similar purposes and (ii) a Registration Statement covering the sale of all of the Registrable Securities is not then effective and available for sales thereof by the Holders, the Company shall, at such time, promptly give each Holder written notice of such Proposed Registration. Each Holder shall have ten (10) Business Days from its receipt of such notice to deliver to the Company a written request specifying the amount of Registrable Securities that such Holder intends to sell and such Holder's intended method of distribution. Upon receipt of such request, the Company shall use commercially reasonable efforts to cause all Registrable Securities which the Company has been requested to register to be registered under the Securities Act to the extent necessary to permit their sale or other disposition in accordance with the intended methods of distribution specified in the request of such Holder; provided, however, that the Company shall have the right to postpone or withdraw any registration effected pursuant to this Section 3 without obligation to the Holder. If, in connection with any underwritten public offering for the account of the Company or for stockholders of the Company that have contractual rights to require the

Company to register shares of Common Stock, the managing underwriter(s) thereof shall impose a limitation on the number of shares of Common Stock which may be included in a registration statement because, in the judgment of such underwriter(s), marketing or other factors dictate such limitation is necessary to facilitate such offering, then the Company shall be obligated to include in the registration statement only such limited portion of the Registrable Securities with respect to which each Holder has requested inclusion hereunder as such underwriter(s) shall permit. Any exclusion of Registrable Securities shall be made *pro rata* among the Holders seeking to include Registrable Securities in a registration statement, in proportion to the number of Registrable Securities sought to be included by such Holders; provided, however, that the Company shall not exclude any Registrable Securities unless the Company has first excluded all outstanding securities, the holders of which are not entitled to inclusion of such securities in the registration statement or are not entitled to *pro rata* inclusion with the Registrable Securities; and provided, further, that, after giving effect to the immediately preceding proviso, any exclusion of Registrable Securities shall be made *pro rata* with holders of other securities having the right to include such securities in the registration statement.

4. OBLIGATIONS OF THE COMPANY.

In performing its obligations hereunder, including without limitation those pursuant to paragraphs 2(a), (b) and (c) above, the Company, utilizing commercially reasonable efforts, shall:

(a) prepare and file with the Commission such amendments and supplements to the Registration Statement and the prospectus used in connection with the Registration Statement as may be necessary to comply with the provisions of the Securities Act or to maintain the effectiveness of the Registration Statement during the Registration Period (subject to any Allowed Delays), or as may be reasonably requested by a Holder in order to incorporate information concerning such Holder or such Holder's intended method of distribution;

(b) after (and if) the Common Stock has been listed on the Nasdaq National Market, the Nasdaq SmallCap Market, the New York Stock Exchange, the American Stock Exchange, or any other market or exchange, secure the listing of all Registrable Securities on such market of exchange, and provide each Holder with reasonable evidence thereof;

(c) upon the effectiveness of the Registration Statement, furnish to each Holder such number of copies of the prospectus included in the Registration Statement, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as such Holder may reasonably request in order to facilitate the disposition of such Holder's Registrable Securities;

(d) use commercially reasonable efforts to register or qualify the Registrable Securities under the securities or "blue sky" laws of such jurisdictions within the United States as shall be reasonably requested in writing from time to time by a Holder, and do any and all other acts or things which may be necessary or advisable to enable such Holder to consummate the public sale or other disposition of the Registrable Securities in such jurisdictions; provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to

file a general consent to service of process in any such jurisdiction;

(e) in the event of an underwritten public offering of the Registrable Securities, enter into (together with all Holders proposing to distribute Registrable Securities through such underwriting) and perform its obligations under an underwriting agreement, in usual and customary form reasonably acceptable to the Company, with the managing underwriter of such offering;

(f) notify each Holder promptly after becoming aware of the occurrence of any event (but shall not, without the prior written consent of such Holder, disclose to such Holder any facts or circumstances constituting material non-public information) as a result of which the prospectus included in the Registration Statement, as then in effect, contains an untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, and (except during an Allowed Delay) as promptly as practicable prepare, and file with the Commission and furnish to each Holder a reasonable number of copies of a supplement or an amendment to such prospectus as may be necessary so that such prospectus does not contain an untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing;

(g) use commercially reasonable efforts to prevent the issuance of any stop order or other order suspending the effectiveness of the Registration Statement and, if such an order is issued, use commercially reasonable efforts to obtain the withdrawal thereof at the earliest possible time and to notify each Holder of the issuance of such order and the resolution thereof;

(h) furnish to each Holder, on the date that the Registration Statement, or any successor registration statement, becomes effective, or as soon thereafter as may be practicable (x) a letter, dated such date, from the Company addressed to such Holder, confirming such effectiveness and, to the knowledge of the Company, the absence of any stop order, and (y) in the case of an underwriting, (A) a copy of an opinion, dated such date, of such outside counsel, in such form and substance as is required to be given to the underwriters, provided that there is no objection doing so by any of the participants in the underwriting and (B) a copy of a letter, dated such date, from the Company's independent certified public accountants, in such form and substance as is required to be given by the Company's independent certified public accountants to such underwriters, provided that there is no objection doing so by any of the participants in the underwriting;

(i) permit counsel for each Holder to review the Registration Statement and all amendments and supplements thereto, and any comments made by the staff of the Commission concerning such Holder and the Company's responses thereto, within a reasonable period of time (but in no event less than three (3) Business Days after such Holder has received such documents) prior to the filing thereof with the Commission (or, in the case of comments made by the staff of the Commission, within a reasonable period of time following the receipt thereof by the Company); and

(j) in the event that, at any time, the number of shares available under the

Registration Statement is insufficient to cover one hundred percent (100%) of the number of Outstanding Registrable Securities, the Company shall promptly amend the Registration Statement or file a new registration statement, in any event as soon as practicable, but not later than the tenth (10th) day following notice from a Holder of the occurrence of such event, so that the Registration Statement or such new registration statement, or both, covers no less than one hundred percent (100%) of such number of Outstanding Registrable Securities. The Company shall use commercially reasonable efforts to cause such amendment and/or new Registration Statement to become effective as soon as practicable following the filing thereof. Any Registration Statement filed pursuant to this paragraph 4(k) shall state that, to the extent permitted by Rule 416 under the Securities Act, such Registration Statement also covers such indeterminate number of additional shares of Common Stock as may become issuable upon exercise of the Warrants in order to prevent dilution resulting from stock splits, stock dividends or similar events. Unless and until such amendment or new Registration Statement becomes effective, each Holder shall have the rights described in Section 2(c) above.

5. OBLIGATIONS OF EACH HOLDER.

In connection with the registration of Registrable Securities pursuant to a Registration Statement, each Holder shall:

(a) timely furnish to the Company in writing such information regarding itself and the intended method of disposition of such Registrable Securities as the Company shall reasonably request in order to effect the registration thereof;

(b) upon receipt of any notice from the Company of the happening of any event of the kind described in paragraphs 4(f) or 4(g), immediately discontinue any sale or other disposition of such Registrable Securities pursuant to such Registration Statement until the filing of an amendment or supplement as described in paragraph 4(f) or withdrawal of the stop order referred to in paragraph 4(g), and, if such Holder has agreed in writing to receive material, non-public information, to use commercially reasonable efforts to maintain the confidentiality of such notice and its contents;

(c) in the event of an underwritten offering of such Registrable Securities in which such Holder participates pursuant to Section 3 hereof, enter into a customary and reasonable underwriting agreement and execute such other documents as the Company and the managing underwriter for such offering may reasonably request;

(d) to the extent required by applicable law, deliver a prospectus to the purchaser of Registrable Securities sold under the Registration Statement;

(e) promptly notify the Company when it has sold all of the Registrable Securities held by it; and

(f) promptly notify the Company in the event that any information supplied by such Holder in writing for inclusion in such Registration Statement or related prospectus is untrue or

omits to state a material fact required to be stated therein or necessary to make such information not misleading in light of the circumstances then existing; immediately discontinue any sale or other disposition of such Registrable Securities pursuant to such Registration Statement until the filing of an amendment or supplement to such prospectus as may be necessary so that such prospectus does not contain an untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing; and use commercially reasonable efforts to provide the Company with updates information as may be appropriate to make such amendment or supplement effective for such purpose.

6. INDEMNIFICATION.

In the event that any Registrable Securities are included in a Registration Statement under this Agreement:

(a) To the extent permitted by law, the Company shall indemnify and hold harmless each Holder, the officers, directors, employees, agents and representatives of such Holder, and each person, if any, who controls such Holder within the meaning of the Securities Act or the Securities Exchange Act of 1934, as amended (the "Exchange Act"), against any losses, claims, damages, liabilities or reasonable out-of-pocket expenses (collectively, including legal or other expenses reasonably incurred in connection with investigating or defending same, "Losses"), insofar as any such Losses arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained in such Registration Statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, or (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Subject to the provisions of paragraph 6(c) below, the Company will reimburse such Holder, and each such officer, director, employee, agent, representative or controlling person, for any legal or other out-of-pocket expenses as reasonably incurred by any such entity or person in connection with investigating or defending any Loss; provided, however, that the foregoing indemnity shall not apply to amounts paid in settlement of any Loss if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be obligated to indemnify any person for any Loss to the extent that such Loss is (i) based upon and is in conformity with written information furnished by such person expressly for use in such Registration Statement or (ii) based on a failure of such person to deliver or cause to be delivered the final prospectus contained in the Registration Statement and made available by the Company, if such delivery is required by applicable law; and provided, further, that, in no event shall any indemnity under this subsection 6(a) exceed (x) the net proceeds resulting from the sale of the Registrable Securities sold by such Holder under such Registration Statement or (y) one hundred fifty percent (150%) of the proceeds received by the Company from the Holder with respect to its Registrable Securities, nor shall the Company be responsible for any payment to a Holder until such Holder has incurred Losses of not less than ten thousand dollars (\$10,000).

(b) To the extent permitted by law, each Holder who is named in such Registration Statement as a selling stockholder, acting severally and not jointly, shall indemnify and hold harmless the Company, the officers, directors, employees, agents and representatives of the

Company, and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act, against any Losses to the extent (and only to the extent) that any such Losses are based upon and in conformity with written information furnished by such Holder expressly for use in such Registration Statement. Subject to the provisions of paragraph 6(c) below, such Holder will reimburse any legal or other expenses as reasonably incurred by the Company and any such officer, director, employee, agent, representative, or controlling person, in connection with investigating or defending any such Loss; provided, however, that the foregoing indemnity shall not apply to amounts paid in settlement of any such Loss if such settlement is effected without the consent of such Holder (which consent shall not be unreasonably withheld); and provided, further, that, in no event shall any indemnity under this subsection 6(b) exceed the net proceeds resulting from the sale of the Registrable Securities sold by such Holder under such Registration Statement.

(c) Promptly after receipt by an indemnified party under this Section 6 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 6, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in and to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party shall have the right to retain its own counsel, with the reasonably incurred fees and expenses of one such counsel for all indemnified parties to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate under applicable standards of professional conduct due to actual or potential conflicting interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, to the extent prejudicial to its ability to defend such action, shall relieve such indemnifying party of any liability to the indemnified party under this Section 6 with respect to such action, but the omission so to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 6 or with respect to any other action unless the indemnifying party is materially prejudiced as a result of not receiving such notice.

(d) In the event that the indemnity provided in paragraph (a) or (b) of this Section 6 is unavailable or insufficient to hold harmless an indemnified party for any reason, the Company and each Holder agree, severally and not jointly, to contribute to the aggregate Losses to which the Company or such Holder may be subject in such proportion as is appropriate to reflect the relative fault of the Company and such Holder in connection with the statements or omissions which resulted in such Losses; provided, however, that in no case shall such Holder be responsible for any amount in excess of the net proceeds resulting from the sale of the Registrable Securities sold by it under the Registration Statement and provided further, however, that in no case shall the Company be responsible for any amount in excess of those set forth Section 6 (a) above.. Relative fault shall be determined by reference to whether any alleged untrue statement or omission relates to information provided by the Company or by such Holder. The Company and each Holder agree that it would not be just and equitable if contribution were determined by *pro rata* allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent

misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who is not guilty of such fraudulent misrepresentation. For purposes of this Section 6, each person who controls a Holder within the meaning of either the Securities Act or the Exchange Act and each officer, director, employee, agent or representative of such Holder shall have the same rights to contribution as such Holder, and each person who controls the Company within the meaning of either the Securities Act or the Exchange Act and each officer, director, employee, agent or representative of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph (d).

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in an underwriting agreement entered into in connection with an underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

(f) Unless otherwise superceded by an underwriting agreement entered into in connection with an underwritten public offering, the obligations of the Company and each Holder under this Section 6 shall survive the exercise of the Warrants in full, the completion of any offering or sale of Registrable Securities pursuant to a Registration Statement under this Agreement, or otherwise.

7. REPORTS.

With a view to making available to each Holder the benefits of Rule 144 under the Securities Act ("Rule 144") and any other similar rule or regulation of the Commission that may at any time permit such Holder to sell securities of the Company to the public without registration, the Company, consistent with commercially reasonable efforts, agrees to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144;

(b) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act;

(c) furnish to such Holder no more frequently than once in any calendar quarter, so long as such Holder owns any Registrable Securities, promptly following receipt of written request (i) a written statement by the Company, if true, that it has complied with the reporting requirements to enable such Holder to rely on Rule 144(c), and that it has also complied with the reporting requirements of the Securities Act and the Exchange Act, (ii) to the extent not publicly available through the Commission's EDGAR database, a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested by such Holder in connection with such Holder's compliance with any rule or regulation of the Commission which permits the selling of any such securities without registration; and

(d) not at any time disclose material non-public information to such Holder without first receiving such Holder's written consent to such disclosure.

8. MISCELLANEOUS.

(a) Expenses of Registration. Except as otherwise provided in the Subscription Agreement, all reasonable expenses, other than underwriting discounts and commissions and fees and expenses of counsel and other advisors to each Holder, incurred in connection with the registrations, filings or qualifications described herein, including (without limitation) all registration, filing and qualification fees, printers' and accounting fees, the fees and disbursements of counsel for the Company, and the fees and disbursements incurred in connection with the opinion and letter described in paragraph 4(h) hereof, shall be borne by the Company.

(b) Amendment; Waiver. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended or waived except pursuant to a written instrument executed by the Company and the Holders of at least two-thirds (2/3) of the number of Outstanding Registrable Securities. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each Holder, each future Holder and the Company.

(c) Notices. Any notice, demand or request required or permitted to be given by the Company or an Investor pursuant to the terms of this Agreement shall be in writing and shall be deemed delivered (i) when delivered personally or by verifiable facsimile transmission, unless such delivery is made on a day that is not a Business Day, in which case such delivery will be deemed to be made on the next succeeding Business Day, (ii) on the next Business Day after timely delivery to an overnight courier and (iii) on the Business Day actually received if deposited in the U.S. mail (certified or registered mail, return receipt requested, postage prepaid), addressed as follows:

If to the Company:

NURESCELL INC.

Attn: _____, Secretary

Tel:

Fax:

with a copy (not constituting notice) to:

Tel: () _____

Fax: () _____

and if to a Holder, to such address as is set forth in the Subscription Agreement or as shall be designated from time to time by such Holder in writing to the Company.

(d) Assignment. Upon the transfer of any Warrant or Registrable Securities by a

Holder, the rights of such Holder hereunder with respect to such securities so transferred shall be assigned automatically to the transferee thereof, and such transferee shall thereupon be deemed to be a "Holder" for purposes of this Agreement, as long as: (i) the Company is, within a reasonable period of time following such transfer, furnished with written notice of the name and address of such transferee, (ii) the transferee is proved to the reasonable satisfaction of the Company to be an "accredited investor" within the meaning of Rule 501 of Regulation D as promulgated by the Commission and agrees in writing with the Company to be bound by all of the provisions hereof, and (iii) such transfer is made in accordance with the applicable requirements of the Subscription Agreement and applicable securities laws; provided, however, that the registration rights granted in this Agreement shall not be transferred to any person or entity that receives any Warrant or Registrable Securities in a public transaction pursuant to an effective registration statement under the Securities Act or pursuant to Rule 144(k).

(e) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. This Agreement, once executed by a party, may be delivered to any other party hereto by facsimile transmission.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within the State of New York, that venue for any action that may be brought by any party hereto exclusively shall be in the county and state in which the Company then maintains its principal executive offices .

(g) Holder of Record. A person is deemed to be a Holder whenever such person validly owns or is deemed validly to own of record any Warrant or Registrable Securities.

(h) Entire Agreement. This Agreement, the Subscription Agreement, and the Warrants, constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein and therein. This Agreement, the Subscription Agreement, and the Warrants supersede all prior agreements and understandings among the parties hereto with respect to the subject matter hereof and thereof.

(i) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(j) Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

[Signature Pages to Follow]

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

NURESCCELL INC.

By: _____
Name: _____
Title: President

By: _____
Name: _____
Title: Secretary

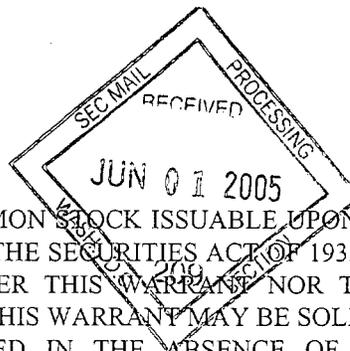
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first-
above written.

NURESCCELL INC.

By: _____
Name: _____
Title: President

Name of Investor

By: _____
Name:
Title:



NEITHER THIS WARRANT NOR THE SHARES OF COMMON STOCK ISSUABLE UPON THE EXERCISE OF THIS WARRANT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. NEITHER THIS WARRANT NOR THE SHARES OF COMMON STOCK ISSUABLE UPON THE EXERCISE OF THIS WARRANT MAY BE SOLD, OFFERED FOR SALE, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THIS WARRANT OR SUCH SHARES (AS APPLICABLE) UNDER SAID ACT AND APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

NURESCCELL INC.

COMMON STOCK PURCHASE WARRANT

**Warrant No. W ____ - [Warrant Number] Warrant to Purchase [Number] Shares of
Common Stock**

Void after May 15, 2008

For value received, Nurescell Inc., a Nevada Corporation (“**Company**”), subject to the terms and conditions of this warrant (the “**Warrant**”), promises to issue to [____], its nominees, successors or permitted assigns (the “**Holder**”) up to a maximum of [____] ([____]) shares (the “**Shares**”) of the Common Stock, \$0.0001 par value per share (the “**Common Stock**”) during the period specified herein upon the exercise of this Warrant as provided herein.

1. Term of Warrant. Subject to the terms and conditions set forth herein, this Warrant shall be exercisable, in whole or in part, at any time after the Company authorizes the number of shares of Common Stock necessary to allow the exercise of this Warrant but, in any event, before May 15, 2008 (the “**Expiration Date**”). The Company hereby covenants to authorize and reserve the number of shares of Common Stock necessary to allow the exercise of this Warrant in full as soon as commercially reasonable after the issuance of this Warrant but, in any event, not later than the Expiration Date.

2. Exercise Price. The “**Exercise Price**” at which each Warrant may be exercised is Three and One-Half (\$3.50) Dollars per share of Common Stock.

3. Exercise of Warrant. The purchase rights represented by this Warrant are exercisable by the Holder in whole or in part (in accordance with Section 4 hereof), at any time, or from time to time, during the term hereof as described in Section 1 above, by the surrender of this Warrant and the Notice of Exercise annexed hereto duly completed and executed on behalf of the Holder, at the office of the Company (or such other office or agency of the Company as it may designate by notice in writing to the Holder), upon payment of the Exercise Price of the shares to be purchased in cash or by check acceptable to the order of the Company.

4. Partial Exercise. This Warrant may be exercised in part for at least (i) 25,000 shares or (ii) the number shares remaining subject to this Warrant if such number of shares is less

than 25,000 shares. Upon such partial exercise, the Holder shall be entitled to receive a new warrant, which shall be dated as of the date of this Warrant, covering the number of shares in respect of which this Warrant shall not have been exercised.

5. **Call Provision.** If, at any time after twelve (12) months from the issue date of this Warrant, and prior to the Expiration Date, trading in the Company's Common Stock shall close at a bid price of \$7.00 or more per share for fifteen (15) consecutive trading days, and the shares of Common Stock underlying the Warrants have been registered, and the average daily trading volume during the same fifteen (15) trading days exceeds twenty-five (25%) percent of the Warrants being called, the Company, upon 30 days notice to Warrant holders, may but shall not be obligated to, call all of the outstanding, unexercised Warrants at the call price of \$0.10 per Warrant and, if called, the Warrants thereafter will no longer be outstanding or of any further force or effect whatsoever.

6. **Issuance Date.** The person or persons in whose name or names any certificate representing shares of Common Stock is issued hereunder shall be deemed to have become the holder of record of the shares represented thereby as of the close of business on the date this Warrant is exercised with respect to such shares, whether or not the transfer books of the Company shall be closed.

7. **Expiration Date.** This Warrant shall expire at 5 o'clock P.M New York City time on the Expiration Date.

8. **Reserved Shares; Valid Issuance.** The Company covenants that it will, at all times from and after the date of this Warrant, reserve and keep available such number of its authorized shares of Common Stock, free from all preemptive or similar rights therein, as will be sufficient to permit the exercise of this Warrant in full and the conversion of this Warrant into shares of Common Stock receivable upon such exercise. The Company further covenants that such shares as may be issued pursuant to such exercise will, upon issuance, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges with respect to the issuance thereof.

9. **Stock Dividends.** If after the date of this Warrant the Company shall subdivide the Common Stock, by split-up or otherwise, or combine the Common Stock, or issue additional shares of Common Stock in payment of a stock dividend on the Common Stock, (i) the number of shares issuable on the exercise of this Warrant shall forthwith be proportionately increased in the case of a subdivision or stock dividend, or proportionately decreased in the case of a combination, (ii) the Exercise Price shall forthwith be proportionately decreased in the case of a subdivision or stock dividend, or proportionately increased in the case of a combination and (iii) the minimum number of shares subject to a partial exercise of this Warrant will be proportionately increased in the case of a subdivision or stock dividend, or proportionately decreased in the case of a combination.

10. **Mergers and Reclassifications.** If after the date of this Warrant there shall be any reclassification, capital reorganization or change of the Common Stock (other than as a result of

a subdivision, combination or stock dividend provided for in Section 8 hereof), or any consolidation of the Company with, or merger of the Company into, another corporation or other business organization (other than a consolidation or merger in which the Company is the continuing corporation and which does not result in any reclassification or change of the outstanding Common Stock), or any sale or conveyance to another corporation or other business organization of all or substantially all of the assets of the Company, then, as a condition of such reclassification, reorganization, change, consolidation, merger, sale or conveyance, lawful provisions shall be made, and duly executed documents evidencing the same from the Company or its successor shall be delivered to the Holder, so that the Holder shall thereafter have the right to purchase, at a total price not to exceed that payable upon the exercise of this Warrant in full, the kind and amount of shares of stock and other securities and property receivable upon such reclassification, reorganization, change, consolidation, merger, sale or conveyance by a holder of the number of shares of Common Stock which might have been purchased by the Holder immediately prior to such reclassification, reorganization, change, consolidation, merger, sale or conveyance (or, if there are no holders of Common Stock at such time, by a holder of the number of shares of Common Stock which might have been acquired by the Holder immediately prior to such reclassification, reorganization, change, consolidation, merger, sale or conveyance upon the exercise of this Warrant in full), and in any such case appropriate provisions shall be made with respect to the rights and interest of the Holder to the end that the provisions hereof (including without limitation, provisions for the adjustment of the Exercise Price and the number of shares issuable hereunder) shall thereafter be applicable in relation to any shares of stock or other securities and property thereafter deliverable upon exercise hereof.

11. ***Fractional Shares.*** In no event shall any fractional share of Common Stock be issued upon any exercise of this Warrant. If, upon exercise of this Warrant as an entirety, the Holder would, except as provided in this Section 10, be entitled to receive a fractional share of Common Stock, then the Company shall issue the next higher number of full shares of Common Stock, issuing a full share with respect to such fractional share.

12. ***Certificate of Adjustment.*** Whenever the Exercise Price is adjusted, as herein provided, the Company shall promptly deliver to the Holder a certificate setting forth the Exercise Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

13. ***Notices of Record Date, Etc.*** In the event of:

(a) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right,

(b) any reclassification of the capital stock of the Company, capital reorganization of the Company, consolidation or merger involving the Company, or sale or conveyance of all or substantially all of its assets, or

(c) any voluntary or involuntary dissolution, liquidation or winding-up of the Company,

then, and in each such event, the Company will mail or cause to be mailed to the Holder a notice specifying (i) the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and stating the amount and character of such dividend, distribution or right, or (ii) the date on which any such reclassification, reorganization, consolidation, merger, sale or conveyance, dissolution, liquidation or winding-up is to take place, and the time, if any is to be fixed, as of which the holders of record in respect of such event are to be determined. Such notice shall be mailed at least 10 days prior to the date specified in such notice on which any such action is to be taken.

14. *Transfers.*

(a) ***Warrant Register.*** The Company will maintain a register (the "**Warrant Register**") containing the names and addresses of the Holder or Holders. Any Holder of this Warrant or any portion thereof may change his or her address as shown on the Warrant Register by written notice to the Company requesting such change. Any notice or written communication required or permitted to be given to the Holder may be delivered or given by mail to such Holder as shown on the Warrant Register and at the address shown on the Warrant Register. Until this Warrant is transferred on the Warrant Register of the Company, the Company may treat the Holder as shown on the Warrant Register as the absolute owner of this Warrant for all purposes, notwithstanding any notice to the contrary.

(b) ***Warrant Agent.*** The Company may, by written notice to the Holder, appoint an agent for the purpose of maintaining the Warrant Register referred to in Section 13(a) above, issuing the Common Stock or other securities then issuable upon the exercise of this Warrant, exchanging this Warrant, replacing this Warrant, or any or all of the foregoing. Thereafter, any such registration, issuance, exchange, or replacement, as the case may be, shall be made at the office of such agent.

(c) ***Transferability and Nonnegotiability of Warrant.*** This Warrant may not be transferred or assigned in whole or in part without compliance with all applicable federal and state securities laws by the transferor and the transferee (including the delivery of investment representation letters and legal opinions reasonably satisfactory to the Company, if such are requested by the Company). Subject to compliance with the Securities Act of 1933, as amended (the "**Act**"), title to this Warrant may be transferred by endorsement (by the Holder executing the Assignment Form annexed hereto) and delivery in the same manner as a negotiable instrument transferable by endorsement and delivery.

(d) ***Exchange of Warrant Upon a Transfer.*** On surrender of this Warrant for exchange, properly endorsed and subject to the provisions of this Warrant with respect to compliance with the Act and with the limitations on assignments and transfers contained in this Section 13, the Company at its expense shall issue to or on the order of the Holder a new warrant or warrants of like tenor, in the name of the Holder or as the Holder (on payment by the Holder

of any applicable transfer taxes) may direct, for the number of shares issuable upon exercise hereof.

(e) ***Compliance with Securities Laws.***

(i) The Holder of this Warrant, by acceptance hereof, acknowledges that this Warrant and the shares of Common Stock to be issued upon exercise hereof are being acquired solely for the Holder's own account and not as a nominee for any other party; and for investment, and that the Holder will not offer, sell, transfer or otherwise dispose of this Warrant or any shares of Common Stock to be issued upon exercise hereof except under circumstances that will not result in a violation of the Act or any state securities laws. Upon exercise of this Warrant, the Holder shall, if requested by the Company, confirm in writing, in a form satisfactory to the Company, that the shares of Common Stock so purchased are being acquired solely for the Holder's own account and not as a nominee for any other party, for investment, and not with a view toward distribution or resale.

(ii) This Warrant and all shares of Common Stock issued upon exercise hereof shall be stamped or imprinted with a legend in substantially the following form (in addition to any legend required by state securities laws):

THE SECURITIES REPRESENTED HEREBY HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES LAWS. SUCH SECURITIES AND ANY SECURITIES ISSUED HEREUNDER OR THEREUNDER MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SAID ACT AND APPLICABLE LAWS ESTABLISHED TO THE SATISFACTION OF THE COMPANY AND ITS COUNSEL..

15. *Replacement of Warrant.* On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity bond and agreement reasonably satisfactory in form and substance to the Company or, in the case of mutilation, on surrender and cancellation of this Warrant, the Company at its expense shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor and amount.

16. *Registration.*

(a) The Warrant and Common Stock underlying the Warrants carry registration rights as set forth in a Registration Rights Agreement of even date between the Holder and the Company.

(b) If, at any time, the Company otherwise undertakes to register any of its Common Stock or other equity securities under the Securities Act of 1933, as amended (the "Act") other than a registration under the Securities Act of shares issued solely in connection

with any acquisition of any entity or business, shares issuable solely upon the exercise of stock options, or shares issuable solely pursuant to employee benefit plans, including Registration Statements on Form S-4, S-8 or any successor form or forms, the Company will give prompt written notice (and in no event later than 20 days prior to the proposed filing of such registration statement with the Securities and Exchange Commission (the "SEC")) to the Holder of the intention to effect such registration. The Company will include in such registration all securities with respect to which the Company has received written requests for inclusion within 20 days after the receipt of such notice by the Holder. The Company shall pay all related registration expenses other than any underwriter discounts relating to shares to be sold by the Holder. Notwithstanding the foregoing provisions of this Section 15, if the Company is advised in good faith by the managing underwriter in connection with any offering under this Section 15 that the number of shares of Common Stock requested to be sold is greater than the number of shares of Common Stock which can be sold in such offering without materially adversely affecting such offering, the shares to be included in such offering shall be reduced to the extent requested by such managing underwriter, (i) first, on a pro rata basis among the holders of shares of Common Stock who do not have contractual registration rights to be included in such registration, and (ii) second, on a pro rata basis among the holders of shares of Common Stock who have contractual registration rights; then the Company shall be obligated to include only such limited portion of those shares as is determined in good faith by the managing underwriters.

(c) The obligations of the Company under this Section to register the shares shall expire and terminate at such time as the Holder shall be entitled or eligible to sell such securities without restriction and without a need for the filing of a registration statement under the Securities Act, including without limitation, for any resales of restricted securities made pursuant to Rule 144 as promulgated by the Securities and Exchange Commission, or for a sale made pursuant to Rule 144 as promulgated by the Securities and Exchange Commission, or for a sale made pursuant to Section 4(1) and/or 4(2) under the Securities Act.

17. **No Impairment.** The Company will not, by amendment of its Certificate of Incorporation or through any reclassification, capital reorganization, consolidation, merger, sale or conveyance of assets, dissolution, liquidation, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder.

18. **Governing Law.** The provisions and terms of this Warrant shall be governed by and construed in accordance with the internal laws of the State of Delaware.

19. **Successors and Assigns.** This Warrant shall be binding upon the Company's successors and assigns and shall inure to the benefit of the Holder's successors, legal representatives and permitted assigns.

20. **Business Days.** If the last or appointed day for the taking of any action required or the expiration of any right granted herein shall be a Saturday or Sunday or a legal holiday in

New York, then such action may be taken or right may be exercised on the next succeeding day which is not a Saturday or Sunday or such a legal holiday.

Dated: May _____, 2005

NURESCCELL INC.

(Corporate Seal)

By: _____

Name: _____ Attest: Title:

By: _____
_____, Secretary

Exhibit A
Subscription

To: _____

Date: _____

The undersigned hereby subscribes for _____ shares of Common Stock covered by this Warrant. The undersigned represents that these shares of Common Stock are being acquired solely for the undersigned's own account and not as a nominee for any other party, for investment, and not with a view toward distribution or resale.

The certificate(s) for such shares shall be issued in the name of the undersigned or as otherwise indicated below:

Signature

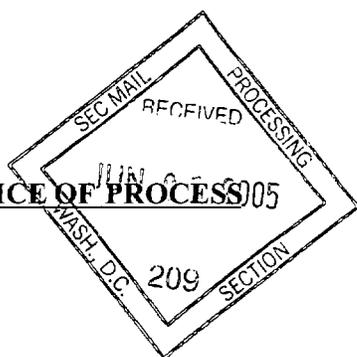
Name for Registration

Address

Name for Registration

Address

FORM U-2
UNIFORM CONSENT TO SERVICE OF PROCESS



KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Nurescell, Inc., a corporation organized under the laws of Nevada, for purposes of complying with the laws of the States indicated hereunder relating to either the registration or sale of securities, hereby irrevocably appoints the officers of the States so designated hereunder and their successors in such offices, its attorney in those States so designated upon whom may be served any notice, process or pleading in any action or proceeding against it arising out of, or in connection with, the sale of securities or out of violation of the aforesaid laws of the States so designated; and the undersigned does hereby consent that any such action or proceeding against it may be commenced in any court of competent jurisdiction and proper venue within the States so designated hereunder by service of process upon the officers so designated with the same effect as if the undersigned was organized or created under the laws of that State and have been served lawfully with process in that State.

It is requested that a copy of any notice, process or pleading served hereunder be mailed to:

Arthur Lyons, Chief Executive Officer and Secretary
 Nurescell, Inc.
 914 Westwood Boulevard, Suite 809
 Los Angeles, CA 90024

Place an "X" before the name of all the States for which the person executing this form is appointing the designated Officer of that State as its attorney in that State for receipt of service of process:

- | | | | | | |
|--------------------------|------------|---|-------------------------------------|---------------|---|
| <input type="checkbox"/> | Alabama | Secretary of State | <input type="checkbox"/> | Montana | State Auditor and
Commissioner of
Insurance |
| <input type="checkbox"/> | Alaska | Administrator of the Division
of Banking and Corporations,
Department of Commerce and
Economic Development | <input type="checkbox"/> | Nebraska | Director of Banking
and Finance |
| <input type="checkbox"/> | Arizona | The Corporation Commission | <input type="checkbox"/> | Nevada | Secretary of State |
| <input type="checkbox"/> | Arkansas | The Securities Commission | <input type="checkbox"/> | New Hampshire | Secretary of State |
| <input type="checkbox"/> | California | Commissioner of Corporations | <input checked="" type="checkbox"/> | New Jersey | Chief, Securities
Bureau |
| <input type="checkbox"/> | Colorado | Securities Commissioner | <input type="checkbox"/> | New Mexico | Director, Securities |

				Division
___	Connecticut	Banking Commissioner	___	New York Secretary of State
___	Delaware	Securities Commissioner	___	North Carolina Secretary of State
___	District of Columbia	Public Service Commission	___	North Dakota Securities Commissioner
x ___	Florida	Department of Banking and Finance	___	Ohio Secretary of State
___	Georgia	Commissioner of Securities	___	Oregon Director, Department of Insurance and Finance
___	Guam	Administrator, Department of Finance	___	Oklahoma Securities Administrator
___	Hawaii	Commissioner of Securities	___	Pennsylvania Pennsylvania does not require the filing of a consent to service of process
___	Idaho	Director, Department of Finance	___	Puerto Rico Commissioner of Financial Institutions
___	Illinois	Secretary of State	___	Rhode Island Director of Business
___	Indiana	Secretary of State	___	South Carolina Secretary of State
___	Iowa	Commissioner of Insurance	___	South Dakota Director of the Division of Securities
x	Kansas	Secretary of State	___	Tennessee Commissioner of Commerce and Insurance
___	Kentucky	Director, Division of Securities	___	Texas Securities Commissioner
___	Louisiana	Commissioner of Securities	___	Utah Director, Division of Securities
___	Maine	Administrator, Securities Division	___	Vermont Secretary of State
___	Maryland	Commissioner of the Division of Securities	___	Virginia Clerk, State Corporation Commission
___	Massachusetts	Secretary of State	___	Washington Director of the Department Licensing
___	Michigan	Administrator, Corporation and Securities Bureau, Department	___	West Virginia Commissioner of Securities

_____	Minnesota	Commissioner of Commerce	_____	Wisconsin	Commissioner of Securities
_____	Mississippi	Secretary of State	_____	Wyoming	Commissioner of Securities
_____	Missouri	Securities Commissioner			

Dated this 26th day of May, 2005

NURESCCELL, INC.

By: 
 Arthur Lyons, CEO and Secretary

(CORPORATE SEAL)

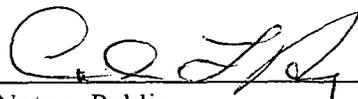
If no Corporate Seal, please indicated:

_____ NO CORPORATE SEAL

STATE OF CALIFORNIA)
)SS
 COUNTY OF RIVERSIDE)

I HEREBY CERTIFY that on this day, before me, personally appeared Arthur Lyons, who is known to me as the CEO and Secretary of Nurescell, Inc., and who is either [] personally known to me or [] has produced CALIFORNIA DRIVER'S LICENSE as identification and did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 26 day of MAY, 2005.

03-21-08 _____
 My Commission Expires: 
 Notary Public