

LC LUXURIES LIMITED

a Nevada corporation

Quarterly Report

For the Quarter ended September 30, 2010

**Information Provided Pursuant to
Rule 15c2-11 of the Securities and
Exchange Act of 1934, as Amended**

Item 3 Interim financial statements.

Attached hereto as Exhibit A is an unaudited balance sheet as of September 30, 2010 and December 31, 2009, unaudited statements of operations for the three and nine months ended September 30, 2010 and 2009, and unaudited statements of cash flows as of and for the nine months ended September 30, 2010 and 2009.

Item 4 Management's discussion and analysis or plan of operation.

Overview

In February 2010, we sold most of our then-existing domain names and intellectual property to a third party, although we did continue to manage our third-party merchant card services. After the sale of the domain names, we initiated the development of a new e-commerce portal. Since that time, we have developed several new websites, formed a subsidiary devoted to the management of medical marijuana dispensaries called U.S. Cannabis, Inc., and we have signed a non-binding letter of intent to acquire Weedmaps, LLC, which owns and operates a cannabis related website. Although there were no revenues from these projects in the period ended September 30, 2010, we anticipate that they will begin to generate revenue in the fourth quarter of 2010.

Results of Operations for the Three Months Ended September 30, 2010 Compared to the Three Months Ended September 30, 2009

Sales, Cost of Goods Sold, and Gross Profit

Our sales, cost of goods sold, and gross profit for the three months ended September 30, 2010 compared to the three months ended September 30, 2009 were as follows:

| | <u>3 Months ended</u> <u>September 30, 2010</u> | <u>3 Months ended</u> <u>September 30, 2009</u> |
|--------------------|--|--|
| Sales | - | \$171,262 |
| Cost of Goods Sold | - | \$128,143 |
| Gross Profit | - | \$43,119 |

Our sales declined to zero because we sold most of our domain names and certain other intellectual property rights in February 2010. We did continue developing our e-commerce sites, but during this transition period it did not generate any sales.

Operating Expenses, Non-operating Income, and Net Income (Loss)

Our operating expenses, non-operating income, and net income (loss) for the three months ended September 30, 2010 compared to the three months ended September 30, 2009 were as follows:

| | 3 Months ended September 30, 2010 | 3 Months ended September 30, 2009 |
|----------------------|--------------------------------------|--------------------------------------|
| Operating Expenses | \$83,639 | \$219,446 |
| Non-operating Income | - | - |
| Net Income (Loss) | \$(83,639) | \$(176,327) |

Our operating expenses were reduced by 62% as a result of our curtailed operations from our online makeup business. We did continue to have operations, however, and our operating expenses for the three months ended September 30, 2010 consisted primarily of consulting fees of \$7,400, general and administrative expenses of \$36,871, interest expense of \$14,149, and professional fees of \$23,661.

As a result of our reduced operating expenses, our net loss decreased by 53% to \$83,639.

Results of Operations for the Nine Months Ended September 30, 2010 Compared to the Nine Months Ended September 30, 2009

Sales, Cost of Goods Sold, and Gross Profit

Our sales, cost of goods sold, and gross profit for the nine months ended September 30, 2010 compared to the nine months ended September 30, 2009 were as follows:

| | 9 Months ended September 30, 2010 | 9 Months ended September 30, 2009 |
|--------------------|--------------------------------------|--------------------------------------|
| Sales | \$111,311 | \$491,423 |
| Cost of Goods Sold | \$110,469 | \$329,027 |
| Gross Profit | \$842 | \$162,396 |

Our sales declined during the nine months ended September 30, 2010 because we sold most of our domain names and certain other intellectual property rights in February 2010. We did continue developing our e-commerce sites, but during this period it did not generate any significant sales.

Operating Expenses, Non-operating Income, and Net Income (Loss)

Our operating expenses, non-operating income, and net income (loss) for the nine months ended September 30, 2010 compared to the nine months ended September 30, 2009 were as follows:

| | 9 Months ended September 30, 2010 | 9 Months ended September 30, 2009 |
|----------------------|--------------------------------------|--------------------------------------|
| Operating Expenses | \$451,072 | \$837,041 |
| Non-operating Income | 1,466,666 | - |
| Net Income (Loss) | \$1,016,436 | \$(674,645) |

Our operating expenses were reduced by 46% as a result of our curtailed operations from our online makeup business. We did continue to have operations, however, and our operating expenses for the nine months ended September 30, 2010 consisted primarily of consulting fees of \$41,423, general and administrative expenses of \$242,702, interest expense of \$89,377, and professional fees of \$60,323.

In February 2010, we sold most of our domain names and other intellectual property resulting in non-operating income of \$1,466,666.

Liquidity and Capital Resources

Our cash, total current assets, total assets, total current liabilities, and total liabilities as of September 30, 2010 and December 31, 2009 were as follows:

| | <u>September 30, 2010</u> | <u>December 31, 2009</u> |
|---------------------------|---------------------------|--------------------------|
| Cash | \$10,279 | \$15,087 |
| Total Current Assets | \$27,346 | \$169,447 |
| Total Assets | \$32,846 | \$508,322 |
| Total Current Liabilities | \$64,137 | \$3,181,841 |
| Total Liabilities | \$64,137 | \$3,181,841 |

Our total current assets was reduced by \$142,101, or 84%, because we sold our domain names and other intellectual property in February 2010. We did collect on our outstanding accounts receivables, received our merchant card security deposit, and sold all of the outstanding inventory.

The sale of our domain names also had a material effect on our intangible assets, which were reduced by \$327,834, which when combined with our reduction in total current assets was the primary reason for the reduction in our total assets from \$508,322 to \$32,846, a reduction of \$475,476, or 94%.

Our total current liabilities were reduced by \$3,117,704, or 98%, as a result of the conversion or satisfaction of all of our notes payable. Our only current liabilities are accounts payable of \$26,566 and accrued liabilities of \$37,570.

We have no long term liabilities.

Item 5 Legal proceedings.

There is no current, past, pending or threatened legal proceedings or administrative actions either by or against us that could have a material effect on our business, financial condition, or operations. Furthermore, there are no current, past or pending trading suspensions by a securities regulator.

Item 6 Defaults upon senior securities.

We are not in default on any note, loan, lease, or other indebtedness or financing arrangements requiring us to make payments.

Item 7

Other information.

1. Entry into a Material Definitive Agreement.

On October 9, 2010, through our wholly-owned subsidiary, U.S. Cannabis, Inc., we entered into a Merchant Services Agent Agreement with Green Pay Merchant Services. Under the terms of the agreement, we will receive compensation for every merchant that we refer to Green Pay for their credit card merchant services.

2. Termination of a Material Definitive Agreement.

There have been no events which are required to be reported under this Item.

3. Completion of Acquisition or Disposition of Assets, Including but not Limited to Mergers.

There have been no events which are required to be reported under this Item.

4. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of an Issuer.

There have been no events which are required to be reported under this Item.

5. Triggering Events That Accelerate or Increase a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement.

There have been no events which are required to be reported under this Item.

6. Costs Associated with Exit or Disposal Activities.

There have been no events which are required to be reported under this Item.

7. Material Impairments.

There have been no events which are required to be reported under this Item.

8. Sales of Equity Securities.

On August 18, 2010, we issued 53,656,814 shares of our common stock to James Pakulis, one of our officers and directors, in exchange for the cancellation of \$1,609,704 in convertible debt at \$0.03 per share. The issuance was exempt from registration pursuant to Section 4(2) of the Securities Act of 1933. Mr. Pakulis subsequently sold 29,328,407 of the shares to Douglas Francis, another of our officers and directors.

9. Material Modification to Rights of Security Holders.

There have been no events which are required to be reported under this Item.

10. Changes in Issuer's Certifying Accountant.

On October 1, 2010, we engaged Tarvaran, Askelson & Company LLP, Certified Public Accountants, as our independent certified public accountant for all our audit work going forward, starting with the fiscal years ended December 31, 2010 and 2009.

During the two most recent fiscal years, or any subsequent interim period prior to engaging Tarvaran, Askelson & Company LLP neither we nor anyone acting on our behalf consulted with Tarvaran, Askelson & Company LLP regarding (i) the application of accounting principles to a specific completed or contemplated transaction, or (ii) the type of audit opinion that might be rendered on our financial statements where either written or oral advice was provided that was an important factor considered by us in reaching a decision as to the accounting, auditing, or financial reporting issue, or (iii) any matter that was the subject of a disagreement with our former accountant on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which disagreements, if not resolved to the satisfaction of the former accountant, would have caused it to make reference to the subject matter of the disagreements in connection with its audit report.

11. Non-Reliance on Previously Issued Financial Statements or a Related Audit Report or Completed Interim Review.

There have been no events which are required to be reported under this Item.

12. Changes in Control of Issuer.

On August 18, 2010, a total of \$1,609,704 in our convertible debt was assigned by various parties to James Pakulis. On that same date, Mr. Pakulis converted the debt into an aggregate of 53,656,814 shares of our common stock, representing (as of October 29, 2010) 84.5% of our issued and outstanding common stock. Mr. Pakulis subsequently sold 29,328,407 of the shares to Douglas Francis, another of our officers and directors.

Also on August 18, 2010, James Pakulis purchased 5,000,000 shares of our common stock from a former affiliate shareholder, representing (as of October 29, 2010) 7.8% of our issued and outstanding common stock.

We are providing this additional supplemental disclosure effective after the above described transactions.

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

i. Officers and Directors.

Management

Our directors and executive officers are as follows:

| <u>Name and Address</u> | <u>Age</u> | <u>Title</u> |
|-------------------------|------------|---|
| James Pakulis | 47 | Chief Executive Officer and Director |
| Douglas Francis | 32 | Chairman of the Board, President, Chief Operating Officer, and Chief Technology Officer |
| Munjit Johal | 55 | Chief Financial Officer, Treasurer, Secretary, Director |
| Bonnie Goldstein | 46 | Director |

James Pakulis, age 47, has been one of our directors since August 2010, and our Chief Executive Officer since November 2010. He served as our Chairman of the Board, President and COO from August 2010 to November 2010. Mr. Pakulis is also our Chairman of the Board. Mr. Pakulis had been an advisor to Synergistic Resources, LLC since January 2010. Since 1995, Mr. Pakulis has also been an owner and/or consultant in start-up companies in various industries including internet, finance, real estate and insurance. From 1990 to 1995, Mr. Pakulis oversaw all mergers and acquisitions in the western United States for CliniCorp, Inc., a publicly traded entity that had specialized in healthcare clinic management and operations. From 1987 to 1990, Mr. Pakulis was involved in the healthcare industry overseeing day-to-day operations for several privately held multi-disciplinary clinics in the Los Angeles area. Mr. Pakulis received his BA in English from The Ohio State University in 1987.

Douglas Francis, age 32, has been one of our directors and our CTO since August, 2010, our Chairman of the Board, President and Chief Operating Officer since November 2010, and was our CEO from August 2010 to November 2010. From 2008 to present, Mr. Francis has been the CEO of Synergistic Resources, LLC, an entity specializing in the management of physician owned healthcare facilities throughout California. In November, 2009 Mr. Francis also became COO of WeedMaps, LLC, which owns the domain weedmaps.com, which is an online community where medical marijuana patients connect with other patients in their geographical area and discuss matters related to

cannabis. From January 2001 to October 2007, Mr. Francis served in a senior management position at two financing related firms in Southern California. Mr. Francis received his BA in Finance from Chapman University in 2001.

Munjit Johal, age 55, has been a director and our Chief Financial Officer since October 20, 2006. Mr. Johal has over 28 years of broad experience in banking, accounting, finance, and management in the private and public sector. Mr. Johal worked primarily with troubled companies in turnaround situations. Since 1996, Mr. Johal has served as a financial officer of various companies. From 1990 to 1995, Mr. Johal was the Executive Vice President for Pacific Heritage Bank in Torrance, California. Mr. Johal earned his MBA from the University of San Francisco in 1980. He received his BS degree in History from the University of California, Los Angeles, in 1978.

Bonnie Goldstein, age 46, was born in New York and raised in New Jersey. She attended Rutgers College where she majored in Biology and then attended University of Medicine and Dentistry of New Jersey (Robert Wood Johnson Medical School) where she received her M.D. After an internship and residency at Childrens Hospital Los Angeles, she was chosen to be the Chief Resident of the program. She worked in the Community Health Center evaluating low-income pediatric patients while also acting as Clinical Instructor for USC School of Medicine. She became an Attending Physician in the LAC-USC Pediatric Emergency Department, handling complex emergencies and instructing medical students and residents in the art of assessing pediatric illness. Dr. Goldstein is also a published medical author, creating questions for ExamMaster, a Board Preparation Program. She also worked in the field of private medicine as an Attending Physician at Little Company of Mary Hospital in Torrance. Dr. Goldstein started a children's educational program called Brainiacs Science Discovery Center, where young children were educated on hands-on life, physical, and earth sciences. Most recently, Dr. Goldstein joined MMEC as Medical Director and as a physician evaluating ill patients for use of medical cannabis.

Dr. Goldstein lives with her husband and son in Palos Verdes, CA. She enjoys reading, camping, volunteering and spending time with her family. She is a volunteer at the LA Food Bank and is involved in helping to feed the homeless through different organizations in Los Angeles.

ii. Legal/Disciplinary History

To the best of our knowledge, none of the foregoing persons has, during the last five years, been the subject of the following except as follows:

- 1. A conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses);***

None.

2. *The entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities, or banking activities;*

None.

3. *A finding or judgment by a court of competent jurisdiction (in a civil action), the SEC, the CFTC, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated; or*

None.

4. *The entry of an order by a self-regulatory organization that permanently or temporarily barred, suspended or otherwise limited such person's involvement in any type of business or securities activities.*

None.

iii. Disclosure of Family Relationships

None.

iv. Disclosure of Related Party Transactions

On August 18, 2010, a total of \$1,609,704 in our convertible debt was assigned by various parties to James Pakulis. On that same date, Mr. Pakulis converted the debt into an aggregate of 53,656,814 shares of our common stock, representing (as of October 29, 2010) 84.5% of our issued and outstanding common stock. Mr. Pakulis subsequently sold 29,328,407 of the shares to Douglas Francis, another of our officers and directors.

Also on August 18, 2010, James Pakulis purchased 5,000,000 shares of our common stock from a former affiliate shareholder, representing (as of October 29, 2010) 7.8% of our issued and outstanding common stock.

v. Disclosure of Conflicts of Interest

None.

B. Beneficial Owners:

The following table sets forth certain information, as of October 29, 2010, with respect to our equity securities owned on record or beneficially by (i) each of our Officers and Directors; (ii) each person who owns beneficially more than five percent (5%) of each class of our outstanding equity securities; and (iii) all Directors and Executive Officers as a group.

Common Stock

| <u>Title of Class</u> | <u>Name and Address of Beneficial Owner (1)</u> | <u>Amount and Nature of Beneficial Ownership</u> | <u>Percent of Class (2)</u> |
|------------------------------|---|---|------------------------------------|
| Common Stock | James Pakulis | 29,328,407 (3) | 46.2% |
| Common Stock | Douglas Francis | 29,328,407 (3) | 46.2% |
| Common Stock | Munjit Johal | -0- | -0-% |
| Common Stock | Bonnie Goldstein | -0- | -0- |
| Common Stock | Executive Officers and Directors as a Group (4 Persons) | 58,656,814 (3) | 92.4% |

(1) Unless otherwise noted, the address of each beneficial owner is c/o LC Luxuries Limited, 2183 Fairview Road, Suite 101, Costa Mesa, CA 92627.

(2) Based on 63,440,256 shares outstanding. Shares of common stock subject to options or warrants currently exercisable, or exercisable within 60 days, are deemed outstanding for purposes of computing the percentage of the person holding such options or warrants, but are not deemed outstanding for purposes of computing the percentage of any other person.

(3) The shares held by Mr. Pakulis and Mr. Francis are held of record by R.H. Daignault Law Corporation, In Trust, pursuant to an escrow agreement between them and the parties who assigned the debts to Pakulis prior to its conversion into the shares.

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

1. *Investment Banker;*

None.

2. *Promoters;*

None.

3. *Counsel;*

The Lebrecht Group, APLC
9900 Research Drive
Irvine, CA 92618
Telephone No: (949) 635-1240
blebrecht@thelebrechtgroup.com

2. *Accountant or Auditor;*

Tavarán, Askelson & Company, LLC
23974 Aliso Creek Road Suite 395
Laguna Niguel, CA 92677

3. *Public Relations Consultant;*

None.

6. *Investor Relations Consultant; and*

None.

7. *Any Other Advisor(s) that Assisted, Advised, Prepared or Provided Information With Respect to this Disclosure Documentation.*

None.

13. *Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.*

On August 18, 2010, James Pakulis, Douglas Francis, and Bonnie Goldstein were appointed to our Board of Directors, to serve until the next annual meeting of shareholders or until their resignation or their successor is appointed.

On August 19, 2010, James Pakulis was appointed as our Chairman, President, Chief Operating Officer and Douglas Francis was appointed as our Chief Executive Officer and Chief Technology Officer.

On September 20, 2010, Robert E. Rook resigned all officer and director positions.

On November 3, James Pakulis replaced Douglas Francis as our Chief Executive Officer, and Douglas Francis became our Chairman of the Board, President, and Chief Operating Officer.

14. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

There have been no events which are required to be reported under this Item.

15. Amendments to the Issuer’s Code of Ethics, or Waiver of a Provision of the Code of Ethics.

There have been no events which are required to be reported under this Item.

Item 8 Exhibits.

Material Contracts.

| Exhibit No. | Description |
|----------------|---|
| M-1 | Merchant Services Agent Agreement dated October 9, 2010 |

Articles of Incorporation and Bylaws:

| Exhibit No. | Description |
|----------------|---|
| AB-1 | Articles of Incorporation of Tora Technologies, Inc. filed July 14, 2003 |
| AB-2 | Certificate of Amendment to Articles of Incorporation filed November 15, 2006 (effective November 21, 2006) |
| AB-3 | Certificate of Amendment to Articles of Incorporation filed January 29, 2010 |
| AB-4 | Bylaws of Tora Technologies, Inc. |

Item 9 Issuer’s Certifications:

| Exhibit No. | Description |
|----------------|---------------------------------------|
| C-1 | Chief Executive Officer Certification |
| C-2 | Chief Financial Officer Certification |

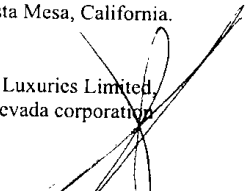
Dated this 3rd day of November, 2010, at Costa Mesa, California.

LC Luxuries Limited,
a Nevada corporation

By: James Pakulis
Its: Chief Executive Officer

Dated this 3rd day of November, 2010, at Costa Mesa, California.

LC Luxuries Limited,
a Nevada corporation



By: James Pakulis
Its: Chief Executive Officer

Exhibit A
Financial Statements

LC Luxuries Limited

(Formerly Makeup.com Limited)

UNAUDITED CONSOLIDATED INTERIM FINANCIAL STATEMENTS

September 30, 2010

LC LUXURIES LIMITED
(FORMERLY MAKEUP.COM LIMITED)
CONSOLIDATED BALANCE SHEETS

| | September 30, 2010 | December 31, 2009 |
|---|-------------------------------|------------------------------|
| | (UNAUDITED) | |
| ASSETS | | |
| Current assets | | |
| Cash | \$ 10,279 | \$ 15,087 |
| Accounts receivable | 1 | 9,747 |
| Deposit | - | 35,000 |
| Inventory | - | 93,206 |
| Prepaid expenses and deposits | 17,066 | 16,407 |
| Total current assets | 27,346 | 169,447 |
| Equipment | - | 5,541 |
| Intangible assets | 5,500 | 333,334 |
| Total assets | \$ 32,846 | \$ 508,322 |
| LIABILITIES AND STOCKHOLDERS' DEFICIT | | |
| Current liabilities | | |
| Accounts payable | \$ 26,566 | \$ 476,968 |
| Accrued liabilities | 37,570 | 36,745 |
| Convertible notes payable | - | 419,392 |
| Convertible notes payable to related parties | - | 1,821,193 |
| Note payable to related party | - | 412,906 |
| Due to related parties | 1 | 14,637 |
| Total current liabilities | 64,137 | 3,181,841 |
| Stockholders' deficit: | | |
| Common stock \$0.001 par value, 200,000,000 authorized; 63,390,256 and 9,733,442 issued and outstanding at September 30, 2010 and December 31, 2009 | 63,390 | 9,733 |
| Additional paid in capital | 4,962,296 | 3,393,499 |
| Accumulated deficit | (5,022,665) | (6,039,101) |
| Accumulated other comprehensive loss | (34,312) | (37,650) |
| Total stockholders' deficit | (31,291) | (2,673,519) |
| Total liabilities and stockholders' deficit | \$ 32,846 | \$ 508,322 |

The accompanying notes are an integral part of these interim consolidated financial statements.

LC LUXURIES LIMITED
(FORMERLY MAKEUP.COM LIMITED)
CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE NINE AND THREE MONTHS ENDED SEPTEMBER 30, 2010 AND 2009
(UNAUDITED)

| | Three months ended September 30, | | Nine months ended September 30, | |
|--|----------------------------------|--------------|---------------------------------|--------------|
| | 2010 | 2009 | 2010 | 2009 |
| Sales | \$ - | \$ 171,262 | \$ 111,311 | \$ 491,423 |
| Cost of goods sold | - | 128,143 | 110,469 | 329,027 |
| Gross profit | - | 43,119 | 842 | 162,396 |
| Operating expenses: | | | | |
| Amortization | - | 3,887 | 5,541 | 11,737 |
| Bad debts | 58 | 1,696 | 406 | 2,907 |
| Consulting fees | 7,400 | 74,159 | 41,423 | 207,184 |
| General and administrative | 36,871 | 56,381 | 242,702 | 377,755 |
| Interest expense | 14,149 | 71,623 | 89,377 | 208,327 |
| Professional fees | 23,661 | - | 60,323 | (5,969) |
| Rent | 1,500 | 11,700 | 11,300 | 35,100 |
| Total operating expenses | 83,639 | 219,446 | 451,072 | 837,041 |
| Non-operating income | - | - | 1,466,666 | - |
| Net income (loss) | \$ (83,639) | \$ (176,327) | \$ 1,016,436 | \$ (674,645) |
| Net earnings (loss) per share - basic & diluted | \$ - | \$ (0.02) | \$ 0.06 | \$ (0.07) |
| Weighted average number of shares outstanding - basic & diluted | 34,228,944 | 9,733,442 | 18,184,882 | 9,733,442 |

The accompanying notes are an integral part of these interim consolidated financial statements.

LC LUXURIES LIMITED
(FORMERLY MAKEUP.COM LIMITED)
CONSOLIDATED STATEMENT OF STOCKHOLDERS' DEFICIT
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2010 and 2009
(UNAUDITED)

| | <u>Common Stock Issued</u> | | Additional Paid-in Capital | Accumulated Deficit | Accumulated Other Comprehensive Loss | Total |
|-------------------------------|----------------------------|-----------|----------------------------------|------------------------|---|----------------|
| | Number of Shares | Amount | | | | |
| Balance at January 1, 2007 | 2,241,567 | \$ 2,242 | \$ 42,589 | \$ (2,287,035) | \$ (10,017) | \$ (2,252,221) |
| Net loss | - | - | - | (1,470,145) | - | (1,470,145) |
| Foreign exchange loss | - | - | - | - | (16,697) | (16,697) |
| Balance December 31, 2007 | 2,241,567 | 2,242 | 42,589 | (3,757,180) | (26,714) | (3,739,063) |
| Shares issued for debt | 7,491,875 | 7,491 | 3,228,999 | - | - | 3,236,490 |
| Net loss | - | - | - | (1,195,894) | - | (1,195,894) |
| Foreign exchange gain | - | - | - | - | 12,817 | 12,817 |
| Balance at December 31, 2008 | 9,733,442 | 9,733 | 3,271,588 | (4,953,074) | (13,897) | (1,685,650) |
| Beneficial conversion feature | - | - | 91,911 | - | - | 91,911 |
| Net loss | - | - | - | (674,645) | - | (674,645) |
| Foreign exchange loss | - | - | - | - | (24,398) | (24,398) |
| Balance at September 30, 2009 | 9,733,442 | 9,733 | 3,363,499 | (5,627,719) | (38,295) | (2,292,782) |
| Beneficial conversion feature | - | - | 30,000 | - | - | 30,000 |
| Net loss | - | - | - | (411,382) | - | (411,382) |
| Foreign exchange loss | - | - | - | - | 645 | 645 |
| Balance at December 31, 2009 | 9,733,442 | 9,733 | 3,393,499 | (6,039,101) | (37,650) | (2,673,519) |
| Common stock issued for debt | 53,656,814 | 53,657 | 1,556,047 | - | - | 1,609,704 |
| Beneficial conversion feature | - | - | 12,750 | - | - | 12,750 |
| Net income | - | - | - | 1,016,436 | - | 1,016,436 |
| Foreign exchange loss | - | - | - | - | 3,338 | 3,338 |
| Balance at September 30, 2010 | 63,390,256 | \$ 63,390 | \$ 4,962,296 | \$ (5,022,665) | \$ (34,312) | \$ (31,291) |

The accompanying notes are an integral part of these interim consolidated financial statements.

LC LUXURIES LIMITED
(FORMERLY MAKEUP.COM LIMITED)
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2010 AND 2009
(UNAUDITED)

| | 2010 | 2009 |
|---|--------------------|---------------------|
| Cash flows from operating activities: | | |
| Net income (loss) | \$ 1,016,436 | \$ (674,645) |
| Adjustments to reconcile net loss to net cash used in operating activities: | | |
| Amortization | 5,541 | 11,737 |
| Interest expenses - non-cash | 89,376 | 208,326 |
| Changes in operating assets and liabilities: | | |
| Accounts receivable | 9,746 | (5,365) |
| Inventory | 93,206 | 78,987 |
| Prepaid expenses and deposits | (659) | 35,204 |
| Deposit | 35,000 | 35,000 |
| Accounts payable | (450,402) | (15,275) |
| Accrued liabilities | 825 | (52,441) |
| Due to related parties | (14,636) | (554) |
| Net cash used in operating activities | 784,433 | (379,026) |
| Cash flows from investing activities: | | |
| Domain name | 327,834 | - |
| Net cash used in investing activities | 327,834 | - |
| Cash flows from financing activities: | | |
| Convertible notes payable to related parties | (704,877) | 367,461 |
| Note payable to related party | (415,536) | - |
| Net cash provided by financing activities | (1,120,413) | - |
| Effects of foreign currency exchange | 3,338 | (24,398) |
| Increase (decrease) in cash | (4,808) | (403,424) |
| Cash, beginning | 15,087 | 48,629 |
| Cash, ending | \$ 10,279 | \$ (354,795) |
| Supplemental disclosure of non-cash investing and financing activities: | | |
| Cash paid for: | | |
| Taxes | \$ - | \$ - |
| Interest | \$ - | \$ - |
| Non-cash financing transactions: | | |
| Conversion of notes payable including accrued interest to shares of common stock | \$ (437,999) | \$ - |
| Conversion of notes payable including accrued interest to related parties to shares of common stock | \$ (1,171,705) | \$ - |

The accompanying notes are an integral part of these interim consolidated financial statements.

**LC LUXURIES LIMITED
(FORMERLY MAKEUP.COM LIMITED)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2010
UNAUDITED**

1. ORGANIZATION AND PRINCIPAL ACTIVITIES

LC Luxuries Limited (the "Company") was incorporated on July 14, 2003, in the state of Nevada. On November 21, 2006, the Company changed its name to Makeup.com Limited, and on January 29, 2010, changed its name to LC Luxuries Limited.

On February 1, 2010, the Company sold most of its domain names and certain intellectual property rights associated with these domain names (Note 9). The Company was in the business of selling beauty products, such as makeup and perfume, on the internet through its website makeup.com. After the sale of domain names, the Company initiated the development of a new e-commerce portal and is also seeking new business opportunities; effective February 1, 2010, the Company is in the development stage.

On August 18, 2010, the Company settled its debt with a primary creditor by converting the notes payable along with accrued interest into restricted shares of its common stock. As a result of the issuance of the shares for debt, there was a change in control in the voting shares of the Company.

On August 24, 2010 the Company incorporated its new subsidiary, U.S. Cannabis, Inc. The subsidiary was incorporated in the state of Nevada, and will be committed to the management of medical clinics for the lawful diagnosis and treatment of patients that may derive benefit from medical marijuana treatments. As at September 30, 2010, the subsidiary had no reportable operations.

Going Concern

These unaudited consolidated financial statements have been prepared under the assumption that the Company will continue on a going concern basis and that it will be able to realize assets and discharge liabilities in the normal course of business. As reported in the accompanying financial statements, the Company has an accumulated deficit of \$5,022,665 a working capital deficiency of \$36,791 and a stockholders' deficit of \$31,291 as at September 30, 2010. Should the Company be unable to continue as a going concern, significant adjustments to asset values may be necessary. The ability of the Company to continue as a going concern is dependent upon the Company raising financing through the issuance of equity and generating sufficient revenue to achieve profitable operations in the future. There are no assurances that the company will be successful in securing a new business.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Unaudited Interim Consolidated Financial Statements

The unaudited interim financial statements of LC Luxuries Limited have been prepared in accordance with United States generally accepted accounting principles ("GAAP") for interim financial information and the rules and regulations of the Securities and Exchange Commission ("SEC"). They do not include all information and footnotes required by GAAP for complete financial statements. However, except as disclosed herein, there have been no material changes in the information disclosed in the notes to the financial statements for the year ended December 31, 2009 included in the Company's Annual Report, filed with Pink OTC Markets. The interim unaudited financial statements should be read in conjunction with those financial statements included in the Annual Report. In the opinion of management, all adjustments considered necessary for fair presentation, consisting solely of normal recurring adjustments, have been made. Operating results for the nine month period ended September 30, 2010 are not necessarily indicative of the results that may be expected for the year ending December 31, 2010.

Reclassifications

Certain prior year amounts in the accompanying unaudited consolidated financial statements have been reclassified to conform to the current year's presentation. These reclassifications had no effect on the consolidated results of operations or financial position for any years presented.

Principles of Consolidation

These consolidated financial statements include the financial statements of the Company and its wholly owned subsidiaries. All significant intercompany balances and transactions have been eliminated from the consolidated financial results.

Use of Estimates

The preparation of the consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Foreign Currency Translation and Transactions

Transactions denominated in currencies other than the functional currency of the Company are initially recorded at the exchange rate in effect at the time of the transaction. Current asset and current liability accounts are re-measured to the functional currency of the Company at the rates in effect at the balance sheet date. Any associated transactional currency re-measurement gains and losses are recognized in current operations. Items recorded in revenue and expenses arising from transactions are translated at an average exchange rate for the year.

Financial Instruments

The estimated fair values for financial instruments are determined based on relevant market information. These estimates involve uncertainties and cannot be determined with precision. The estimated fair value of cash, accounts receivable, accounts payable, and prepaid deposits, approximates their carrying value due to their short-term nature.

Revenue Recognition

The Company recognizes revenue from product sales or services rendered when the following criteria are met: persuasive evidence of an arrangement exists, delivery has occurred, the selling price is fixed or determinable, and collectability is reasonably assured. Revenue is recorded net of allowances for customer sales incentives and rebates. The allowances are accrued concurrently with the recognition of revenue and are determined based primarily upon customer arrangements and historical data.

During the year ended December 31, 2009 and first quarter of the 2010 the Company also offered coupons for replacement orders and discount programs. Discounts and coupons for "free products" were only redeemable on purchases made or on products offered on our website. Discounts were included as a reduction in sales whereas coupons for "free products" were classified as "cost of sales" in the consolidated statements of operations.

Earnings / Loss per Share

The Company presents both basic and diluted earnings / loss per share ("EPS"/"LPS") on the face of the statements of operations. Basic EPS / LPS is computed by dividing net loss available to common shareholders by the weighted average number of shares outstanding during the year. Diluted EPS / LPS

gives effect to all dilutive potential common shares outstanding during the period including convertible debt, stock options, and warrants, using the treasury stock method. Diluted LPS excludes all dilutive potential shares if their effect is anti-dilutive.

Recent Accounting Guidance

The Company reviewed recently issued accounting pronouncements and plans to adopt those that apply to it. The Company does not expect the adoption of these pronouncements to have a material impact on its financial position, results of operations or cash flows.

3. EQUIPMENT

| | September 30, 2010 | December 31, 2009 |
|---------------------------------|-----------------------|----------------------|
| Computer equipment and software | \$ 179,726 | \$ 179,726 |
| Less: accumulated amortization | (179,726) | (174,185) |
| Net book value | \$ - | \$ 5,541 |

4. CONVERTIBLE NOTES PAYABLE

On August 18, 2010, the debt holders of convertible notes assigned their net debt totaling \$437,999, including accrued interest of \$84,549 to a related party of the Company. (Note 5)

At December 31, 2009, the Company had convertible notes payable totaling \$419,392 including accrued interest of \$65,942. The convertible notes were payable on demand, unsecured, bore interest at 7% and were convertible into restricted shares of the Company's common stock at the discretion of the lender at a conversion price of the lesser of \$0.50 per share and a 20% discount to the closing market price of the Company's common stock.

5. CONVERTIBLE NOTES PAYABLE TO RELATED PARTIES

| | At | |
|---|-----------------------|----------------------|
| | September 30, 2010 | December 31, 2009 |
| Convertible notes payable to a former major shareholder | \$ - | \$ 857,644 |
| Convertible note payable to a former major shareholder | - | 30,000 |
| Convertible notes payable to a company controlled by a relative of a former major shareholder | - | 629,960 |
| Convertible note payable to a company controlled by a former major shareholder | - | 100,000 |
| Accrued interest on convertible notes payable to former related parties | - | 203,589 |
| | \$ - | \$ 1,821,193 |

The above convertible notes payable to former related parties were payable on demand, unsecured, bore interest at 7% and were convertible into restricted shares of the Company's common stock at the discretion of the Company at a conversion price of the lesser of \$0.50 per share and a 20% discount to the closing market price of the Company's common stock.

Continuation of the notes payable to related party

During the three months ended March 31, 2010, the Company issued convertible promissory notes in the total amount of \$51,000 to a former major shareholder of the Company.

During the three months ended March 31, 2010, the Company made repayments of principal and interest for convertible notes payable to formerly related parties in the net amount of \$752,125.

On August 18, 2010, former related debt holders of convertible notes assigned their net debt of \$1,171,705 to a new related party of the Company.

On August 18, 2010, the Company issued 14,599,979 shares of its common stock to settle \$437,999 in debt with related creditor. (Note 4)

On August 18, 2010, the Company issued 39,056,835 shares of its common stock to settle \$1,171,705 in debt with related creditor.

6. NOTE PAYABLE DUE TO A FORMER RELATED PARTY

At December 31, 2009 the Company had a note payable in the amount of \$333,333. This note was payable on demand, was unsecured and bore interest at 8% per year compounded monthly. At December 31, 2009 \$79,573 in interest had been accrued on this note. During the nine months ended September 30, 2010 the Company repaid the note payable in full, totaling \$415,536 which included accrued interest of \$82,203.

7. DUE TO RELATED PARTIES

| Due to Related Parties | September 30, 2010 ^(a) | December 31, 2009 |
|--|--|------------------------------|
| Expense reimbursement due to a director | \$ - | \$ 9,850 |
| Expense reimbursement due to a director | - | 122 |
| Expense reimbursement due to a former major shareholder of the Company | - | 4,664 |
| Due to a former related party for share purchase | 1 | 1 |
| | \$ 1 | \$ 14,637 |

(a) During the nine months ended September 30, 2010, the Company re-paid amounts owed to related parties.

8. COMMON STOCK

On August 18, 2010 the Company issued 53,656,814 shares of common stock at \$0.03 per share on the conversion of \$1,609,704 in convertible debt. (Note 5)

9. DOMAIN NAMES

On February 1, 2010, the Company sold most of its domain names, including the rights to makeup.com logo, social networking website accounts, and subscriber lists (for customers who consent to transfer their contact information). The carrying value of these intangibles was \$333,334, and accordingly the Company realized a gain on disposal of \$1,666,666.

On September 23, 2010 the Company acquired a new domain name CannaCare.com.

9. SUBSEQUENT EVENT

On October 20, 2010, the Company issued 50,000 shares of the Company's common stock at \$2.00 per share in a private placement for cash of \$100,000.

Exhibit M-1



Green Pay Merchant Services Agent Agreement

Whereas, Green Pay Merchant Services, hereafter referred to as "Company" agrees to contract with: COMPANY DBA _____, hereafter referred to as "Agent" for performance of certain tasks; Whereas Agent's principle place of business is located at 1151 FIVE STAR RD WEST CANYON, UT 84002; Whereas, Green Pay Merchant Services main office is located at the following address: 5240 Fox Hollow Way, Lehi UT, 84043.

"Company" helps merchants and others ("Subscribers") establish a merchant account, and obtain point of sale software and terminal equipment, all to enable them to accept credit cards. "Company" works with a variety of merchant processing vendors to ensure that each merchant receives a merchant account that will best suit the merchants' industry type. "Company" specializes in establishing merchant processing accounts for certain industry niches, including restaurants, high risk (Telemarketing, Seminar, Continuity Membership Programs), bars, and nightclubs, associations as well as point of sale equipment that enables these merchants to become for efficient in business and credit/debit card transaction processing.

The Affiliate works with Subscribers in the course of its business that would benefit from having access to "Company". Accordingly, the Affiliate desires to market "Green Pay" as part of its own programs and services, and to refer Subscribers to "Green Pay" for application. In return, "Green Pay" desires that Affiliate be (i) authorized to market the "Green Pay", and (ii) compensated for such referrals.

THEREFORE, IN CONSIDERATION OF THE FOREGOING REPRESENTATIONS AND THE FOLLOWING TERMS AND CONDITIONS, THE PARTIES AGREE:

1. Services to be Performed

Company agrees to perform the following tasks or services, but is not limited to the following services. Company will present new Subscriber applications to the appropriate Banks and Processors according to the application and underwriting guidelines of such Bank and Processor. Company will work through the process of underwriting and approval and assist in the manner of deployment, installation or setup, and customer support. Company will notify Agent of any items missing or account changes, declines, fines, and/ or any other problems or needs of a Subscriber merchant account associated with the Agent. Company has the right and ability to monitor any account associated with the Agent and give notice to Agent of any needs, problems or changes needed to comply with Association rules and regulations. Company also has the right and ability to terminate a Subscriber in due cause of any fraudulent or delinquent activity by the Subscriber. Company has the right to solicit new programs and partnerships to Agent that will create additional profit centers and/ or give Agent better options to service their Subscribers needs. Company also has the right to remove programs and services or



partnerships that Company feels they no longer benefit all parties involved. This will also be communicated to Agent.

2. Relationship of Parties

The Parties acknowledge and agree that their respective relationship with one another is strictly that of an independent contractor and nothing herein shall be construed to constitute a relationship as an employee, partner, joint venture, or otherwise. It is also understood that Agent will provide, at its own expense, all equipment, supplies, work areas, prospect lists, transportation and all other items necessary to fulfill the obligation under this agreement. Agent shall not receive any fringe benefits, no insurance benefits, no disability, no workers compensation, no vacation pay, no holiday pay, no sick pay, no expense reimbursement, no profit sharing or pension or retirement plan contributions or any other fringe benefits from Company. The Agent shall not be required to work any specified hours or specified days.

3. Duties of Agents

- a) **Solicitation of Merchants:** In addition to any such duties provided in this agreement, Agent shall solicit prospective merchants to apply for a merchant account through the appropriate merchant agreement of Company Approved Providers. It shall be the responsibility of the Agent to provide all necessary documentation along with the completed application in accordance with the underwriting guidelines of such Provider and at such time of needed additional documentation from Provider, the Agent shall obtain and submit to Company such documentation to fulfill the request of Provider in order to establish and set up a merchant account for Subscriber. Agent may also offer to such Subscriber the opportunity to buy and/or lease certain point of sale equipment, supplies and related equipment to fulfill the processing needs of Subscriber. Agent shall perform all duties and conduct themselves in a reputable manner and in full compliance with all applicable laws, rules, regulations, decisions and orders, including any and all applicable rules and regulations of the Card Associations.
- b) **Submission of Completed Documents:** It shall be the responsibility of Agent to submit to Company, as to prospective merchants applying to approved Providers during the term of this agreement, a completed and signed merchant agreement, along with any required additional documentation or information required to submit the application submitted by Agent. Agent must submit all such materials, documents, and information in a complete, accurate and legible manner to be accepted and presented to Provider.
- c) **Merchant Approval and Cancellation:** Agent acknowledges that the Approved Providers has the right, in their sole and exclusive discretion to approve or



disapprove all applications of prospective merchants submitted by Agent, and that the Approved Providers may cancel or terminate any merchant agreements between Provider and approved Subscriber in its sole discretion.

4. Covenants and Warranties of Agent

- a) Rules and Regulations of Card Associations: Agent agrees that Agent is aware and will remain current with and will conduct themselves in accordance with all the rules and regulations of the Card Associations (including authorized, legitimate and proper use of Associations trademarks and names), and hereby expressly agrees that is shall strictly abide by all such rules and regulations, as those rules and regulations may change and/ or be amended from time to time.
- b) Marketing and Promotional Material: Agent shall hereby covenant and agree that all marketing and promotional material utilized by Agent in furtherance of its activities hereunder, will only be materials which have been pre-approved in advance by Company. During the term of this agreement, Agent shall conduct themselves in such a way that will retain integrity, respect and truthfulness of all such parties including, but not limited to Company, Provider, Sponsoring Bank and Card Associations, and will comply with any and all rules and regulations set forth by any such parties. These materials shall in no way hurt, slander, and disrespect or state anything that is not truthful or fraudulent.
- c) Self-Employment: Agent is self-employed and holds any necessary business license, if required, to conduct business as an independent Agent. Agent is responsible to prepare and file with the IRS and relevant state and local revenue authorities all appropriate tax forms and schedules and to report the compensation paid to the Agent by Company pursuant to the terms of this agreement. Agent shall pay and assume all liabilities for payment of all state and federal income taxes arising out of the relationship between Company and Agent. It is the responsibility and obligation of Agent to maintain its own books and records of income and expenses during the tax period under which Agent has established by all local, state and federal authorities.

5. Terms of Agreement:

The initial term of the agreement shall be for a period of 90 days commencing on the date that this agreement is executed by all parties. This agreement shall thereafter be automatically renewed for a period of 30 days unless proper notification by either party is given at least 30 days prior to the end of the current term in which the party does not wish to renew the agreement. Notwithstanding the foregoing, either party shall have the absolute right to terminate this Agreement at anytime, with or without cause, upon 30 days of written notice to the other party. Furthermore, either party has the absolute right to terminate this Agreement, with or without cause, and without



notice if the other party breaches or otherwise fails to perform any of the provisions or covenants of this Agreement. If Agent at its sole discretion decides to obtain a direct relationship with Provider, Agent agrees to the terms that each of Agents merchants will be allowed to be ported to new relationship after the 90 day period of this agreement, and no later than 1 year from the commencement of this agreement. Otherwise all merchants will remain under Company relationship and Agent will continue to be paid residuals for the period of time merchant is processing through Company.

6. Terms of Non-Exclusivity:

During the term of this Agreement, Agent shall not solicit new merchant accounts for any Provider with respect to which Agent holds a Company Linked Number in then current force and effect, except on behalf of Company. Company will disclose Approved Providers to Agent during the term of this Agreement. Agent is in absolutely agrees to not solicit for any relationship directly with any Approved Provider (including Bank's, ISO's, and Processors) established, made knowledgeable and set forth by this Agreement to Agent by Company for a period of 6 months following the termination of this Agreement, unless specifically approved in writing by Green Pay during the term this Agreement remains in affect. During the term of this agreement, Agent agrees to contact and exercise Agent's best efforts to produce all prospective new merchant accounts first on behalf of Company before soliciting such account on behalf of another ISO; and, if Agent represents another ISO offering lower pricing to any such prospective account, Agent agrees to provide Company with a reasonable and meaningful opportunity to match or beat that pricing in an effort to secure the account under a Company Linked Number.

7. Confidentiality of Information:

Agent acknowledges ant they may directly or indirectly receive information and/ or resources of Company in which herein are set forth as trade secrets, methods, processes, or procedures and other confidential financial or business information in the course of negotiations of and performance of this Agreement. All such confidential information shall be the sole property of Company, and Agent shall have no ownership or interest or rights with respect to this confidential information. Agent agrees to adhere to and keep Company confidential information and execute this confidential agreement as set forth for a period of two years after the end of this agreement. Agent will not solicit the employees, agents, or known referral sources of Company to terminate their relationship with the Company.

8. Compensation

During the period of time this Agreement is full force and effect, Company shall pay Agent the compensation set forth on the attached Schedule "A" the terms of which are a



part of this Agreement. Agent hereby agrees that the payment of any such commissions earned shall not become due or payable until such time that Company is in actual receipt of the commissions or concessions beyond recourse. Company also has the right to audit such commissions received and prepare a detailed residual report for Agent prior to paying out such commissions. Company reserves the right to take the appropriate time to audit and prepare the residuals for Agent. Company also reserves the right to pass through to Agent certain fees or penalties imposed by any credit card association as a result of the activities, acts, or omissions of Agent, including and not limited to charges, fees and fines associated with ACH rejects, chargeback's and associated monitoring and excessive chargeback programs as set forth by the Card Associations. Agent shares in the liability with Company on any such fees, fines and charges. If any such fees, fines or charges take place, Company shall do its due diligence in obtaining appropriate reporting and reasoning for such fines, fees and charges and present this information to Agent. In the event of Agent's material breach of this Agreement, or Agent's material breach of the Confidentiality Agreement set forth in this Agreement, Company shall have the right, upon written notice to Agent, to terminate this payment for compensation provided by Schedule "A" and thereafter retain for its own account all residuals attributed to Agents Company Linked Number(s).

8. Entire Agreement

This agreement constitutes the entire understanding between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions whether oral or written of the parties, and there are no warranties, representations and/or agreements among the parties in conjunction with the subject matter hereof except as set forth in this Agreement. No modification or amendment of or waiver under this Agreement shall be valid unless in writing and signed by an Executive of the Company and approved by an Executive of the Company. This Agreement including the Exhibits hereto (which are incorporated as part hereof) may be executed in counterparts, each which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any portion hereof shall be found invalid for any reason it shall no effect the other portions. Agent shall not assign, delegate, subcontract, license, or in any manner attempt to extend to any third party any right or obligation under this Agreement except as otherwise permitted herein without the prior consent of Company.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above and agree to all terms above.

This agreement is entered as of 6 day of October, 200~~8~~¹⁵

Agent Name: REG PRANCO Date: 10/15

Agent Signature: [Handwritten Signature]



This agreement is thus executed by Pablo Garcia, a Managing Partner of Green Pay Merchant Services.

Signature: Pablo Garcia Date: 10/9/10

Exhibit AB-2
Exhibit AB-2
Exhibit AB-2

C 16604-03

FILED # _____

JUL 14 2003

IN THE OFFICE OF
Dean Heller
DEAN HELLER, SECRETARY OF STATE

Articles of Incorporation

Of

Tora Technologies Inc.

First. The name of the corporation is Tora Technologies Inc.

Second. The registered office of the corporation in the State of Nevada is located at 1802 N. Carson Street, Suite 212, Carson City, Nevada 89701. The corporation may maintain an office, or offices, in such other places within or without the State of Nevada as may be from time to time designated by the Board of Directors or the By-Laws of the corporation. The corporation may conduct all corporation business of every kind and nature outside the State of Nevada as well as within the State of Nevada.

Third. The objects for which this corporation is formed are to engage in any lawful activity, including, but not limited to the following:

- a) Shall have such rights, privileges and powers as may be conferred upon corporations by any existing law.
- b) May at any time exercise such rights, privileges and powers, when not inconsistent with the purposes and objects for which this corporation is organized.
- c) Shall have power to have succession by its corporate name for the period limited in its certificate or articles of incorporation, and when no period is limited, perpetually, or until dissolved and its affairs wound up according to law.
- d) Shall have power to sue and be sued in any court of law or equity.
- e) Shall have power to make contracts.
- f) Shall have power to hold, purchase and convey real and personal estate and to mortgage or lease any such real and personal estate with its franchises. The power to hold real and personal estate shall include the power to take the same by devise or bequest in the State of Nevada, or in any other state, territory or country.
- g) Shall have power to appoint such officers and agents as the affairs of the corporation shall require, and to allow them suitable compensation.
- h) Shall have power to make By-Laws not inconsistent with the constitution or laws of the United States, or of the State of Nevada, for the management, regulation and government of its affairs and property, the transfer of its stock, the transaction of its business, and the calling and holding of meetings of its stockholders.
- i) Shall have power to wind up and dissolve itself, or be wound up or dissolved.
- j) Shall have power to adopt and use a common seal or stamp, and alter the same at pleasure. The use of a seal or stamp by the corporation on any corporate documents is not necessary. The corporation may use a seal or stamp, if it desires, but such use or nonuse shall not in any way affect the legality of the document.
- k) Shall have the power to borrow money and contract debts when necessary for the transaction of its business, or for the exercise of its corporate rights, privileges or franchises, or for any other lawful purpose of its incorporation; to issue bonds, promissory notes, bills of exchange, debentures, and other obligations and evidences

of indebtedness, payable at a specified time or times, or payable upon the happening of a specified event or events, whether secured by mortgage, pledge or otherwise, or unsecured, for money borrowed, or in payment for property purchased, or acquired, or for any other lawful object.

- l) Shall have power to guarantee, purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of the shares of the capital stock of, or any bonds, securities or evidences of the indebtedness created by, any other corporation or corporations of the State of Nevada, or any other state or government, and, while owners of such stock, bonds, securities or evidences of indebtedness, to exercise all rights, powers and privileges of ownership, including the right to vote, if any.
- m) Shall have power to purchase, hold, sell and transfer shares of its own capital stock, and use therefore its capital, capital surplus, surplus, or other property to fund.
- n) Shall have power to conduct business, have one or more offices, and conduct any legal activity in the State of Nevada, and in any of the several states, territories, possessions and dependencies of the United States, the District of Columbia, and any foreign countries.
- o) Shall have power to do all and everything necessary and proper for the accomplishment of the objects enumerated in its certificate or articles of incorporation, or any amendment thereof, or necessary or incidental to the protection and benefit of the corporation, and, in general, to carry on any lawful business necessary or incidental to the attainment of the objects of the corporation, whether or not such business is similar in nature to the objects set forth in the certificate or articles of incorporation of the corporation, or any amendments thereof.
- p) Shall have power to make donations for the public welfare or for charitable, scientific or educational purposes.
- q) Shall have power to enter into partnerships, general or limited, or joint ventures, in connection with any lawful activities, as may be allowed by law.

Fourth. That the total number of common stock authorized that may be issued by the Corporation is Seventy-Five Million (75,000,000) shares of stock with a par value of One-Tenth of One Cent (\$0.001) per share and no other class of stock shall be authorized. Said shares may be issued by the corporation from time to time for such considerations as may be fixed by the Board of Directors.

Fifth. The governing board of the corporation shall be known as directors, and the number of directors may from time to time be increased or decreased in such manner as shall be provided by the By-Laws of this corporation, providing that the number of directors shall not be reduced to fewer than one (1).

The first Board of Directors shall be one (1) in number and the name and post office address of the Director shall be listed as follows:

Daniel A. Kramer
1802 N. Carson St., Ste. 212, Carson City, NV 89701

Sixth. The capital stock, after the amount of the subscription price, or par value, has been paid in, shall not be subject to assessment to pay the debts of the corporation.

Seventh. The name and post office address of the Incorporator signing the Articles of Incorporation is as follows:

Daniel A. Kramer
1802 N. Carson St., Ste. 212, Carson City, NV 89701

Eighth. The Resident Agent for this corporation shall be VAL-U-CORP SERVICES, INC. The address of the Resident Agent, and, the registered or statutory address of this corporation in the State of Nevada, shall be: 1802 N. Carson Street, Suite 212, Carson City, Nevada 89701.

Ninth. The corporation is to have perpetual existence.

Tenth. In furtherance and not in limitation of the powers conferred by the statute, the Board of Directors is expressly authorized:

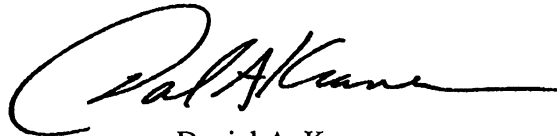
- a) Subject to the By-Laws, if any, adopted by the Stockholders, to make, alter or amend the By-Laws of the corporation.
- b) To fix the amount to be reserved as working capital over and above its capital stock paid in; to authorize and cause to be executed, mortgages and liens upon the real and personal property of this corporation.
- c) By resolution passed by a majority of the whole Board, to designate one (1) or more committees, each committee to consist of one or more of the Directors of the corporation, which, to the extent provided in the resolution, or in the By-Laws of the corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation. Such committee, or committees, shall have such name, or names as may be stated in the By-Laws of the corporation, or as may be determined from time to time by resolution adopted by the Board of Directors.
- d) When and as authorized by the affirmative vote of the Stockholders holding stock entitling them to exercise at least a majority of the voting power given at a Stockholders meeting called for that purpose, or when authorized by the written consent of the holders of at least a majority of the voting stock issued and outstanding, the Board of Directors shall have power and authority at any meeting to sell, lease or exchange all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions as its Board of Directors deems expedient and for the best interests of the corporation.

Eleventh. No shareholder shall be entitled as a matter of right to subscribe for or receive additional shares of any class of stock of the corporation, whether now or hereafter authorized, or any bonds, debentures or securities convertible into stock, but such additional shares of stock or other securities convertible into stock may be issued or disposed of by the Board of Directors to such persons and on such terms as in its discretion it shall deem advisable.

Twelfth. No Director or Officer of the corporation shall be personally liable to the corporation or any of its stockholders for damages for breach of fiduciary duty as a Director or Officer involving any act or omission of any such Director or Officer; provided, however, that the foregoing provision shall not eliminate or limit the liability of a Director or Officer (i) for acts or omissions which involve intentional misconduct, fraud or a knowing violation of the law, or (ii) the payment of dividends in violation of Section 78.300 of the Nevada Revised Statutes. Any repeal or modification of this Article by the Stockholders of the corporation shall be prospective only, and shall not adversely affect any limitations on the personal liability of a Director or Officer of the corporation for acts or omissions prior to such repeal or modification.

Thirteenth. This corporation reserves the right to amend, alter, change or repeal any provision contained in the Articles of Incorporation, in the manner now or hereafter prescribed by statute, or by the Articles of Incorporation, and all rights conferred upon Stockholders herein are granted subject to this reservation.

I, the undersigned, being the Incorporator hereinbefore named for the purpose of forming a corporation pursuant to General Corporation Law of the State of Nevada, do make and file these Articles of Incorporation, hereby declaring and certifying that the facts herein stated are true, and accordingly have hereunto set my hand this July 1, 2003.



Daniel A. Kramer
Incorporator

**Certificate of Acceptance
By Resident Agent**

I, Val-U-Corp Services, Inc., hereby accept appointment as Resident Agent for the previously named corporation this July 1, 2003.

Val-U-Corp Services, Inc.



By: Daniel A. Kramer
As President



State of Nevada
Department of State
Office of the Secretary of State
300 North Carson Avenue
Carson City, Nevada 89601
Phone: (775) 335-2200
Fax: (775) 335-2201
www.nv.gov

File No. 016604-2003
Document Number 20060734260-30

Date Filed: 11/15/2006 2:45:51 PM
In the office of

Dean Heller
Secretary of State

Certificate of Amendment

Certificate of Amendment to Articles of Incorporation For Nevada Profit Corporation (Pursuant to NRS 78.235 and 78.350 - After Issuance of Stock)

1. Name of corporation:
Ico Technology Inc.

2. The articles have been amended as follows (provide article numbers if available):

Article First: The name of the corporation is Ico Technology Limited.

Article Fourth: The total number of common stock authorized for issuance by the Corporation is 200,000,000 shares of common stock with a par value of \$0.001 per share. No other class of stock is authorized. The shares of common stock authorized by the Corporation shall rank in all respects as may be fixed by the Board of Directors.

3. The vote by which the stockholders holding shares in the corporation entitled them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation have voted in favor of the amendment is 66.1%.

4. Effective date of filing (optional): 11/15/06

5. Officer Signature (required): *Robert C. ...*

*Any proposed amendment would alter or change any provisions of any existing or other filed document in any state or federal jurisdiction where the amendment must be adopted by the vote. In addition to the affirmative vote of the majority of the holders of shares representing a majority of the voting power of each class or series of shares affected by the amendment, separate class or series of shares of the voting power may be required.

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

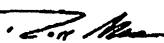


ROSS MILLER
 Secretary of State
 204 North Carson Street, Suite 1
 Carson City, Nevada 89701-4520
 (775) 684 6706
 Website: www.nvsos.gov



090201

Certificate of Amendment
 (PURSUANT TO NRS 78.385 AND 78.390)

| | |
|--|---|
| Filed in the office of  Ross Miller Secretary of State State of Nevada | Document Number 20100090058-05 Filing Date and Time 01/29/2010 11:06 AM Entity Number C16604-2003 |
|--|---|

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations
 (Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

Makeup.com Limited

2. The articles have been amended as follows: (provide article numbers, if available)

Article 1 is amended to state:

The name of the corporation is LC Luxuries Limited.

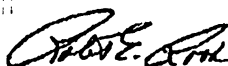
3. The vote by which the stockholders holding shares in the corporation entitling them to exercise a least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is:

59.91%

4. Effective date of filing: (optional)

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

5. Signature: (required)

X 

Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

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

This form must be accompanied by appropriate fees.

Nevada Secretary of State Amend Profit-After
 Revised: 3-6-09

Exhibit AB-4

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CERTIFICATE OF SECRETARY

I hereby certify that I am the Secretary of Tora Technologies, Inc., and that the foregoing Bylaws, consisting of 11 pages, constitute the code of Bylaws of Tora Technologies Inc., as duly adopted at a regular meeting of the Board of Directors of the corporation held July 14th, 2003

IN WITNESS WHEREOF, I have hereunto subscribed my name this 14th day of July, 2003.



Secretary

**BY-LAWS
OF**

TORA TECHNOLOGIES INC.
A NEVADA CORPORATION

ARTICLE ONE
OFFICES

Section 1.1. Registered Office - The registered office of this corporation shall be in the County of Carson City, State of Nevada.

Section 1.2. Other Offices - The corporation may also have offices at such other places both within and without the State of Nevada as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE TWO
MEETINGS OF STOCKHOLDERS

Section 2.1. Place - All annual meetings of the stockholders shall be held at the registered office of the corporation or at such other place within or without the State of Nevada as the directors shall determine. Special meetings of the stockholders may be held at such time and place within or without the State of Nevada as shall be stated in the notice of the meeting, or in a duly executed waiver of notice thereof.

Section 2.2. Annual Meetings - Annual meetings of the stockholders, commencing with the year 2003, shall be held on the 14th day of July, each year if not a legal holiday and, if a legal holiday, then on the next secular day following, or at such other time as may be set by the Board of Directors from time to time, at which the stockholders shall elect by vote a Board of Directors and transact such other business as may properly be brought before the meeting.

Section 2.3. Special Meetings - Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or the Secretary by resolution of the Board of Directors or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose of the proposed meeting.

Section 2.4. Notices of Meetings - Notices of meetings shall be in writing and signed by the President or a Vice-President or the Secretary or an Assistant Secretary or by such other person or persons as the directors shall designate. Such notice shall state the purpose or purposes for which the meeting is called and the time and the place, which may be within or without this State, where it is to be held. A copy of such notice shall be either delivered personally to or shall be mailed, postage prepaid, to each stockholder of record entitled to vote at such meeting not less than ten nor more than sixty days before such meeting. If mailed, it shall be directed to a stockholder at his address as it appears upon the records of the corporation and upon such mailing of any such notice, the service thereof shall be complete and the time of the notice shall be running from the date upon which such notice is deposited in the mail for transmission to such stockholder. Personal delivery of any such notice to any officer of a corporation or association or to any member of a partnership shall constitute delivery of such notice to such corporation, association or partnership. In the event of the transfer of stock after delivery of such notice of and prior to the holding of the meeting it shall not be necessary to deliver or mail notice of the meeting

to the transferee.

Section 2.5. Purpose of Meetings - Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 2.6. Quorum - The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 2.7. Voting - When a quorum is present or represented at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall be sufficient to elect directors or to decide any questions brought before such meeting, unless the question is one upon which by express provision of the statutes or of the Articles of Incorporation, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 2.8. Share Voting - Each stockholder of record of the corporation shall be entitled at each meeting of stockholders to one vote for each share of stock standing in his name on the books of the corporation. Upon the demand of any stockholder, the vote for directors and the vote upon any question before the meeting shall be by ballot.

Section 2.9. Proxy - At any meeting of the stockholders any stockholder may be represented and vote by a proxy or proxies appointed by an instrument in writing. In the event that any such instrument in writing shall designate two or more persons to act as proxies, a majority of such persons present at the meeting, or, if only one shall be present, then that one shall have and may exercise all of the powers conferred by such written instrument upon all of the persons so designated unless the instrument shall otherwise provide. No proxy or power of attorney to vote shall be used to vote at a meeting of the stockholders unless it shall have been filed with the secretary of the meeting when required by the inspectors of election. All questions regarding the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by the inspectors of election who shall be appointed by the Board of Directors, or if not so appointed, then by the presiding officer of the meeting.

Section 2.10. Written Consent in Lieu of Meeting - Any action which may be taken by the vote of the stockholders at a meeting may be taken without a meeting if authorized by the written consent of stockholders holding at least a majority of the voting power, unless the provisions of the statutes or of the Articles of Incorporation require a greater proportion of voting power to authorize such action in which case such greater proportion of written consents shall be required.

ARTICLE THREE
DIRECTORS

Section 3.1. Powers - The business of the corporation shall be managed by its Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 3.2. Number of Directors - The number of directors which shall constitute the whole board shall be FIVE (5). The number of directors may from time to time be increased or decreased to not less than one nor more than fifteen by action of the Board of Directors. The directors shall be elected at the annual meeting of the stockholders and except as provided in Section 2 of this Article, each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 3.3. -Vacancies - Vacancies in the Board of Directors including those caused by an increase in the number of directors, may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, and each director so elected shall hold office until his successor is elected at an annual or a special meeting of the stockholders. The holders of a two-thirds of the outstanding shares of stock entitled to vote may at any time peremptorily terminate the term of office of all or any of the directors by vote at a meeting called for such purpose or by a written statement filed with the secretary or, in his absence, with any other officer. Such removal shall be effective immediately, even if successors are not elected simultaneously and the vacancies on the Board of Directors resulting therefrom shall be filled only by the stockholders.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any directors, or if the authorized number of directors be increased, or if the stockholders fail at any annual or special meeting of stockholders at which any director or directors are elected to elect the full authorized number of directors to be voted for at that meeting.

The stockholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors. If the Board of Directors accepts the resignation of a director tendered to take effect at a future time, the Board or the stockholders shall have power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

ARTICLE FOUR

MEETINGS OF THE BOARD OF DIRECTORS

Section 4.1. Place - Regular meetings of the Board of Directors shall be held at any place within or without the State which has been designated from time to time by resolution of the Board or by written consent of all members of the Board. In the absence of such designation regular meetings shall be held at the registered office of the corporation. Special meetings of the Board may be held either at a place so designated or at the registered office.

Section 4.2. First Meeting - The first meeting of each newly elected Board of Directors shall be held immediately following the adjournment of the meeting of stockholders and at the place thereof. No notice of such meeting shall be necessary to the directors in order legally to constitute the meeting, provided a quorum be present. In the event such meeting is not so held, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors.

Section 4.3. Regular Meetings - Regular meetings of the Board of Directors may be held without call or notice at such time and at such place as shall from time to time be fixed and determined by the Board of Directors.

Section 4.4. Special Meetings - Special Meetings of the Board of Directors may be called by the Chairman or the President or by any Vice-President or by any two directors.

Written notice of the time and place of special meetings shall be delivered personally to each director, or sent to each director by mail or by other form of written communication, charges prepaid, addressed to him at his address as it is shown upon the records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail or delivered to the telegraph company at least forty-eight (48) hours prior to the time of the holding of the meeting. In case such notice is delivered as above provided, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall be due, legal and personal notice to such director.

Section 4.5. Notice - Notice of the time and place of holding an adjourned meeting need not be given to the absent directors if the time and place be fixed at the meeting adjourned.

Section 4.6. Waiver - The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 4.7. Quorum - A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number be required by law or by the Articles of

Incorporation. Any action of a majority, although not at a regularly called meeting, and the record thereof, if assented to in writing by all of the other members of the Board shall be as valid and effective in all respects as if passed by the Board in regular meeting.

Section 4.8. Adjournment - A quorum of the directors may adjourn any directors meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at any directors meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

ARTICLE FIVE COMMITTEES OF DIRECTORS

Section 5.1. Power to Designate - The Board of Directors may, by resolution adopted by a majority of the whole Board, designate one or more committees of the Board of Directors, each committee to consist of one or more of the directors of the corporation which, to the extent provided in the resolution, shall have and may exercise the power of the Board of Directors in the management of the business and affairs of the corporation and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. The members of any such committee present at any meeting and not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. At meetings of such committees, a majority of the members or alternate members shall constitute a quorum for the transaction of business, and the act of a majority of the members or alternate members at any meeting at which there is a quorum shall be the act of the committee.

Section 5.2. Regular Minutes - The committees shall keep regular minutes of their proceedings and report the same to the Board of Directors.

Section 5.3. Written Consent - Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

ARTICLE SIX COMPENSATION OF DIRECTORS

Section 6.1. Compensation - The directors may be paid their expenses of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like reimbursement and compensation for attending committee meetings.

ARTICLE SEVEN

NOTICES

Section 7.1. Notice - Notices to directors and stockholders shall be in writing and delivered personally or mailed to the directors or stockholders at their addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be mailed. Notice to directors may also be given by telegram.

Section 7.2. Consent - Whenever all parties entitled to vote at any meeting whether of directors or stockholders, consent, either by a writing on the records of the meeting or filed with the secretary, or by presence at such meeting and oral consent entered on the minutes, or by taking part in the deliberations at such meeting without objection, the doings of such meetings shall be as valid as if had at a meeting regularly called and noticed, and at such meeting any business may be transacted which is not excepted from the written consent or to the consideration of which no objection for want of notice is made at the time, and if any meeting be regular for want of notice or of such consent, provided a quorum was present at such meeting, the proceedings of said meeting may be ratified and approved and rendered likewise valid and the irregularity or defect therein waived by a writing signed by all parties having the right to vote at such meeting; and such consent or approval of stockholders may be by proxies or attorney, but all such proxies and powers of attorney must be in writing.

Section 7.3. Waiver of Notice - Whenever any notice whatever is required to be given under the provisions of the statutes, of the Articles of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE EIGHT

OFFICERS

Section 8.1. Appointment of Officers - The officers of the corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. Any person may hold two or more offices.

Section 8.2. Time of Appointment - The Board of Directors at its first meeting after each annual meeting of stockholders shall choose a Chairman of the Board who shall be a director, and shall choose a President, a Secretary and a Treasurer, none of whom need be directors.

Section 8.3. Additional Officers - The Board of Directors may appoint a Vice-Chairman of the Board, Vice-Presidents and one or more Assistant Secretaries and Assistant Treasurers and such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 8.4. Salaries - The salaries and compensation of all officers of the corporation shall be fixed by the Board of Directors.

Section 8.5. Vacancies - The officers of the corporation shall hold office at the pleasure of the Board of Directors. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise shall be filled by the Board of Directors.

Section 8.6. Chairman of the Board - The Chairman of the Board shall preside at

meetings of the stockholders and the Board of Directors, and shall see that all orders and resolutions of the Board of Directors are carried into effect.

Section 8.7. Vice-Chairman - The Vice-Chairman shall, in the absence or disability of the Chairman off the board, perform the duties and exercise the powers of the Chairman of the Board and shall perform such other duties as the Board of Directors may from time to time prescribe.

Section 8.8. President - The President shall be the chief executive officer of the corporation and shall have active management of the business of the corporation. He shall execute on behalf of the corporation all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly designated by the Board of Directors to some other officer or agent of the corporation.

Section 8.9. Vice-President - The Vice President shall act under the direction of the President and in the absence or disability of the President shall perform the duties and exercise the powers of the President. They shall perform such other duties and have such other powers as the President or the Board of Directors may from time to time prescribe. The Board of Directors may designate one or more Executive Vice-Presidents or may otherwise specify the order of seniority of the Vice-Presidents. The duties and powers of the President shall descend to the Vice-Presidents in such specified order of seniority.

Section 8.10. Secretary - The Secretary shall act under the direction of the President. Subject to the direction of the President he shall attend all meetings of the Board of Directors and all meetings of the stockholders and record the proceedings. He shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the President or the Board of Directors.

Section 8.11. Assistant Secretaries - The Assistant Secretaries shall act under the direction of the President. In order of the seniority, unless otherwise determined by the President or the Board of Directors, they shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary. They shall perform such other duties and have such other powers as the President or the Board of Directors may from time to time prescribe.

Section 8.12. Treasurer- The Treasurer shall act under the direction of the President. Subject to the direction of the President he shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the President or the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the corporation.

Section 8.13. Surety - If requested by the Board of Directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of this office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his

possession or under his control belonging to the corporation.

Section 8.14. Assistant Treasurer - The Assistant Treasurer in the order of their seniority, unless otherwise determined by the President or the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer. They shall perform such other duties and have such other powers as the President or the Board of Directors may from time to time prescribe.

ARTICLE NINE

CERTIFICATES OF STOCK

Section 9.1. Share Certificates - Every stockholder shall be entitled to have a certificate signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the corporation, certifying the number of shares owned by him in the corporation. If the corporation shall be authorized to issue more than once class of stock or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of the various classes of stock or series thereof and the qualifications, limitations or restrictions of such rights, shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such stock.

Section 9.2. Transfer Agents - If a certificate is signed (a) by a transfer agent other than the corporation or its employees or (b) by a registrar other than the corporation or its employees, the signatures of the officers of the corporation may be facsimiles. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall cease to be such officer before such certificate is issued, such certificate may be issued with the same effect as though the person had not ceased to be such officer. The seal of the corporation, or a facsimile thereof, may, but need not be, affixed to certificates of stock.

Section 9.3. Lost or Stolen Certificates - The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

Section 9.4. Share Transfers - Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation, if it is satisfied that all provisions of the laws and regulations applicable to the corporation regarding transfer and ownership of shares have been complied with, to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 9.5. Voting Shareholder - The Board of Directors may fix in advance a date not exceeding sixty (60) days nor less than ten (10) days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock

shall go into effect, or a date in connection with obtaining the consent of stockholders for any purpose, as a record date for the determination of the stockholders entitled to notice of and to vote at any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to give such consent, and in such case, such stockholders, and only such stockholders as shall be stockholder of record on the date so fixed, shall be entitled to notice of and to vote at such meeting, or any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such right, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid.

Section 9.6. Shareholders Record - The corporation shall be entitled to recognize the person registered on its books as the owner of shares to be the exclusive owner for all purposes including voting and dividends, and the corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Nevada.

ARTICLE TEN

GENERAL PROVISIONS

Section 10.1. Dividends - Dividends upon the capital stock of the corporation, subject to the provisions of the Articles of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to the provisions of the Articles of Incorporation.

Section 10.2. Reserves - Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends or for repairing or maintaining any property of the corporation or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 10.3. Checks - All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 10.4. Fiscal Year - The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

Section 10.5. Corporate Seal - The corporation may or may not have a corporate seal, as may from time to time be determined by resolution of the Board of Directors. If a corporate seal is adopted, it shall have inscribed thereon the name of the Corporation of the words "Corporate Seal" and "Nevada". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

ARTICLE ELEVEN
INDEMNIFICATION

Every person who was or is a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was a director or officer of the corporation or is or was serving at the request of the corporation or for its benefit as a director or officer of another corporation, or as its representative in partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the General Corporation Law of the State of Nevada from time to time e against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably included or suffered by him in connection therewith. The expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf oft he director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such succors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement. they shall be entitled to their respective rights of indemnification under any bylaw, agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Article.

The Board of Directors may cause the corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the corporation would have the power to indemnify such person.

The Board of Directors may from time to time adopt further Bylaws with respect to indemnification and may amend these and such Bylaws to provide at all times the fullest indemnification permitted by the General Corporation Law of the State of Nevada.

ARTICLE TWELVE
AMENDMENTS

Section 12.1. By Shareholder - The Bylaws may be amended by a majority vote of all the stock issued and outstanding and entitled to vote at any annual or special meeting of the stockholders, provided notice of intention to amend shall have been contained in the notice of the meeting.

Section 12.2. By Board of Directors - The Board of Directors by a majority vote of the whole Board at any meeting may amend these Bylaws, including Bylaws adopted by the stockholders, but the stockholders may from time to time specify particular provisions of the Bylaws which shall not be amended by the Board of Directors.

APPROVED AND ADOPTED this 14th day of July, 2003.



Secretary

Exhibit C-1
Exhibit C-2

LC LUXURIES LIMITED
CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, James Pakulis, certify that:

1. I have reviewed this Quarterly Report of LC Luxuries Limited;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

November 3, 2010

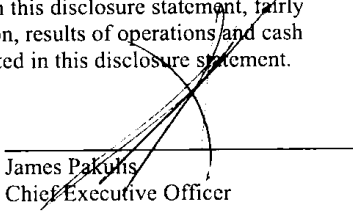
James Pakulis
Chief Executive Officer

LC LUXURIES LIMITED
CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, James Pakulis, certify that:

1. I have reviewed this Quarterly Report of LC Luxuries Limited;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

November 3, 2010



James Pakulis
Chief Executive Officer

LC LUXURIES LIMITED
CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Munjit Johal, certify that:

1. I have reviewed this Quarterly Report of LC Luxuries Limited;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

November 3, 2010

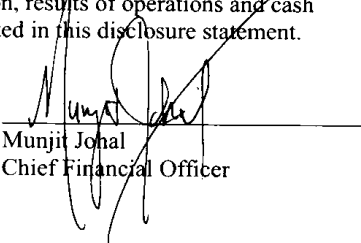
Munjit Johal
Chief Financial Officer

**LC LUXURIES LIMITED
CERTIFICATION OF CHIEF FINANCIAL OFFICER**

I, Munjit Johal, certify that:

1. I have reviewed this Quarterly Report of LC Luxuries Limited;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

November 3, 2010



Munjit Johal
Chief Financial Officer