

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D. C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER THE
SECURITIES ACT OF 1933

AGE RESEARCH, INC.
(Exact Name of Registrant as specified in Its Charter)

DELAWARE
(State of Incorporation)

87-0419387
(IRS Employer Identification Number)

31103 Rancho Viejo Road, #2102, San Juan Capistrano, CA 92675
(Address of Principal Executive Offices) (Zip Code)

Business Consulting Agreement
(Full Title of Plan)

Richard F. Holt, Chief Executive Officer
31103 Rancho Viejo Road, #2102, San Juan Capistrano, CA 92675
(Name and Address of Agent for Service)

800-597-1970
(Telephone Number, Including Area Code of Agent for Service)

CALCULATION OF REGISTRATION FEE

Title Of Each Class Of Securities To Be Registered	Amount To Be Registered	Proposed Maximum Offering Price Per Unit	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock	13,000,000 Shares	\$0.0085 (1)	\$110,500	\$8.94

(1) Estimated pursuant to Rule 457(c) solely for purpose of calculating the amount of the registration fee, based upon the average of the bid and ask prices reported on May 22, 2003, as reported on the OTC Bulletin Board.

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

ITEM 1 PLAN INFORMATION AND ITEM 2 REGISTRANT INFORMATION AND EMPLOYEE PLAN ANNUAL INFORMATION

The documents containing the information specified in Part I of Form S-8 will be sent or given to the participating person(s) as specified by Rule 428 (b) (1) of Regulation C under the Securities Act of 1933, as amended (the "Securities Act"). Such documents are not being filed with or included in this Registration Statement (by incorporation by reference or otherwise) in accordance with the rules and regulations of the Securities and Exchange Commission (the "SEC"). These documents and the documents incorporated by reference into this Registration Statement pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents are incorporated by reference in this registration statement of the Registrant and in the related Section 10(a) prospectus:

(a) The Company's Annual Report on Form 10-KSB for the fiscal year ended December 31, 2002 filed with the Commission on April 10, 2003.

(b) The Company's Quarterly Report on Form 10-QSB for the three months ended March 31, 2003 filed with the Commission on May 15, 2003.

(c) All documents subsequently filed pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this registration statement and to be a part hereof from the date of filing of such documents.

Item 4. Description of Securities

No description of the class of securities (i.e., \$0.001 par value Common Stock) is required under this item because the common stock is registered under Section 12 of the Exchange Act.

Item 5. Interests of Named Experts and Counsel

Russell M. Frandsen, Esq., of Squire, Sanders & Dempsey L.L.P., 801 South Figueroa Street, 14th Floor, Los Angeles, CA 90017 is expected to render an opinion with respect to certain matters pertaining to the securities being registered. Neither Mr. Frandsen nor his firm Squire, Sanders & Dempsey L.L.P. is an "affiliate" of the Company. Neither Mr. Frandsen nor his firm Squire, Sanders & Dempsey L.L.P. owns shares of the Company's stock. Mr. Frandsen is not licensed to practice law in the State of Delaware.

Item 6. Indemnification of Directors and Officers

The General Corporation Law of the State of Delaware and the Company's Certificate of Incorporation provide for indemnification of the Company's Directors for liabilities and expenses that they may incur in such capacities, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit.

Item 7. Exemption from Registration Claimed

No restricted securities are being reoffered or resold pursuant to this registration statement.

Item 8. Exhibits

The Exhibits to this registration statement are listed in the Index to Exhibits.

Item 9. Undertakings

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers and sales are being made, a post-effective amendment to this registration statement to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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

(4) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(5) Insofar as indemnification for liabilities under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 23, 2003.

Age Research, Inc.

/s/ Richard F. Holt

By: Richard F. Holt

Its: President, Chief Executive Officer and Chief Financial Officer

Dated: May 23, 2003

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

/s/ Richard F. Holt

By: Richard F. Holt

Its: President, Chief Executive Officer, Chief Financial Officer and Director

Dated: May 23, 2003

/s/ Wendy E. Holt

By: Wendy E. Holt

Its: Vice President and Director

Dated: May 23, 2003

INDEX TO EXHIBITS

Exhibit

Number Description

5.1/23.2 Opinion regarding legality

23.1 Consent of Independent Public Accountant

99.2 Business Consulting Agreement

**Squire
Sanders**

**LEGAL
COUNSEL
WORLDWIDE**

Squire, Sanders & Dempsey L.L.P.

**801 South Figueroa, 14th Floor
Los Angeles, California 90017-5554**

**Office: +1.213.624.2500
Fax: +1.213.630.4444
Direct Dial: +1.213.689.5128
rfrandsen@ssd.com**

May 23, 2003

Mr. Richard F. Holt
President and CEO
Age Research, Inc.
31103 Rancho Viejo Road
Suite 2102
San Juan Capistrano, CA 92675

RE: Age Research, Inc. Prospective Issuance of Common Stock as compensation to two (2) Consultants

Dear Mr. Holt:

I have been asked to act as counsel to Age Research, Inc. ("AGER") only in connection with the registration with the Securities and Exchange Commission on Form S-8 for shares of AGER common stock ("Shares") that may be issued in connection with that certain Business Consulting Agreement with NeoTactix, Inc. and its principals, Mr. Scott W. Absher and Mr. George LeFevre, for 6,500,000 Shares each (the "Consulting Contract"). I have acted as counsel to AGER only on a limited basis in the past. In connection with that registration, I have reviewed the Board of Director's minutes relating to the proposed issuance of the Shares, the AGER Certificate of Incorporation and amendments thereto, the AGER Bylaws and amendments thereto, and such other documents and matters as I have deemed necessary to the rendering of the following opinion. Based upon that review, it is my opinion that the Shares when issued in conformance with the terms and conditions of the Consulting Contract, will be issued in substantial compliance with Delaware law.

I express no opinion as to the application of other state or federal securities laws or other laws regarding the issuance and sale of the Shares. I am not licensed to practice law in the State of Delaware.

I consent to the use of this opinion in the registration statement filed with the Securities and Exchange Commission in connection with the registration of the Shares and to the reference to me under the heading "Interests of Named Experts and Counsel" in the registration statement, but I do not consent to any other use of this letter without my prior written consent.

Very truly yours,

Squire, Sanders & Dempsey L.L.P.

By /s/ Russel M. Frandsen

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

We consent to the inclusion in this registration statement on Form S-8, dated May 23, 2003, the reference to our report dated March 12, 2003 with respect to the Financial Statements of Age Research Incorporated, for the year ended December 31, 2002

/s/ Harold Spector
Spector & Wong, LLP
May 23, 2003
Pasadena, California

**Squire
Sanders**

**LEGAL
COUNSEL
WORLDWIDE**

Squire, Sanders & Dempsey L.L.P.

**801 South Figueroa, 14th Floor
Los Angeles, California 90017-5554**

**Office: +1.213.624.2500
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rfrandsen@ssd.com**

May 23, 2003

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President and CEO
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I express no opinion as to the application of other state or federal securities laws or other laws regarding the issuance and sale of the Shares. I am not licensed to practice law in the State of Delaware.

I consent to the use of this opinion in the registration statement filed with the Securities and Exchange Commission in connection with the registration of the Shares and to the reference to me under the heading "Interests of Named Experts and Counsel" in the registration statement, but I do not consent to any other use of this letter without my prior written consent.

Very truly yours,

Squire, Sanders & Dempsey L.L.P.

By /s/ Russel M. Frandsen

BUSINESS CONSULTING AGREEMENT

This Agreement (the "Agreement") is dated May 21st, 2003 and is entered into by and between **Age Research, Inc.** (hereinafter "**AGER**" or "**CLIENT**") and **NeoTactix, Inc.** (hereinafter "**NTX**").

1. Conditions. This Agreement shall not take effect, and NTX shall have no obligation to provide any service whatsoever, unless and until CLIENT returns a signed copy of this Agreement to NTX (either by mail or facsimile copy). In addition, CLIENT shall be truthful with NTX in regard to any relevant or material information provided by CLIENT, verbally or otherwise which refers, relates, or otherwise pertains to the CLIENT's business, this Agreement or any other relevant transaction. Breach of either of these conditions shall be considered a material breach and shall automatically grant NTX the right to terminate this Agreement and all moneys, and other forms of compensation, paid or owing by AGER to NTX as of the date of termination by NTX shall be fully vested and/or payable to NTX without further notice or other condition.

Upon execution of this Agreement, CLIENT agrees to fully cooperate with NTX in carrying out the purposes of this Agreement, keep NTX informed of any developments of importance pertaining to CLIENT's business and abide by this Agreement in its entirety.

2. Scope and Duties. During the term of this Agreement, NTX shall perform the following services for CLIENT:

2.1 Advice and Counsel. NTX shall provide advice and counsel regarding CLIENT's strategic business plans, strategy and negotiations with potential business strategic partnering, corporate planning and or other general business consulting needs as requested by CLIENT and accepted by NTX.

2.2 Mergers and Acquisitions. NTX shall provide assistance to CLIENT, as mutually agreed, in identifying merger and / or acquisition candidates, assisting in any due diligence process, recommending transaction terms and providing advice and assistance during negotiations, as needed.

2.3 CLIENT and/or CLIENT's Affiliate Transaction Due Diligence. NTX shall participate and assist CLIENT in the due diligence process, where possible, on all proposed financial transactions affecting CLIENT of which NTX is notified in writing in advance, including conducting investigation of and providing advice on the financial, valuation and stock price implications of the proposed transaction(s).

2.4 Ancillary Document Services. If necessary, NTX shall assist and cooperate with CLIENT in the development, editing and production of such documents as are reasonably necessary to assist in any transaction covered by this Agreement. However, this Agreement shall not include the preparation or procuring of legal documents or those documents normally prepared by an attorney.

2.5 Additional Duties. CLIENT and NTX shall mutually agree, in writing, for any additional duties that NTX may provide to CLIENT for compensation paid or payable by CLIENT under this Agreement. Although there is no requirement to do so, such additional agreement(s) may be attached hereto and made a part hereof by written amendments to be listed as "Exhibits" beginning with "Exhibit A" and initialed by both parties.

2.6 Standard of Performance. NTX shall devote such time and efforts to the affairs of the CLIENT as is reasonably necessary to render the services contemplated by this Agreement. Any work or task of NTX provided for herein which requires CLIENT to provide certain information to assist NTX in completion of the work shall be excused (without effect upon any obligation of CLIENT) until such time as CLIENT has fully provided all information and cooperation necessary for NTX to complete the work. The services of NTX shall not include the rendering of any legal opinions or the performance of any work that is in the ordinary purview of a certified public accountant, or other licensed professional. NTX cannot guarantee results on behalf of CLIENT, but shall use commercially reasonable efforts in providing the services listed above. If an interest is communicated to NTX regarding satisfying all or part of CLIENT's business and corporate strategic planning needs, NTX shall notify CLIENT and advise it as to the source of such interest and any terms and conditions of such interest.

2.7 Non-Guarantee. NTX MAKES NO GUARANTEE THAT NTX WILL BE ABLE TO SUCCESSFULLY LOCATE A MERGER OR ACQUISITION TARGET AND IN TURN CONSUMMATE A MERGER OR ACQUISITION TRANSACTION FOR CLIENT, OR TO SUCCESSFULLY COMPLETE SUCH A TRANSACTION WITHIN CLIENT'S DESIRED TIME FRAME. NEITHER ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOR THE PAYMENT OF DEPOSITS TO NTX BY CLIENT PURSUANT TO FEE AGREEMENTS FOR SERVICES NOT CONTEMPLATED HEREIN SHALL BE CONSTRUED AS ANY SUCH GUARANTEE. ANY COMMENTS MADE REGARDING POTENTIAL TIME FRAMES OR ANYTHING THAT PERTAINS TO THE OUTCOME OF CLIENT'S NEEDS ARE EXPRESSIONS OF OPINION ONLY, AND FOR PURPOSES OF THIS AGREEMENT ARE SPECIFICALLY DISAVOWED.

3. Compensation to NTX.

3.1 Issuance of Shares for Entering into Agreement. As consideration for NTX entering into this Agreement, Client agrees to cause 13,000,000 shares of its common stock, par value \$.001 per share, to be issued in amounts of 6,500,000 shares to George R. Lefevre and 6,500,000 shares to Scott W. Absher, affiliates of NTX. When issued, said shares shall be free trading shares, registered with the U.S. Securities and Exchange Commission on its Form S-8 or similar registration. The registration and issuance of said shares shall take place by no later than 5 days following the execution and delivery of this Agreement, and all costs in connection therewith shall be borne by NTX.

NOTE: NTX SHALL HAVE NO OBLIGATION TO PERFORM ANY DUTIES PROVIDED FOR HEREIN IF PAYMENT [CASH AND/OR STOCK] IS NOT RECEIVED BY NTX WITHIN 15 DAYS OF MUTUAL EXECUTION OF THIS AGREEMENT BY THE PARTIES. IN ADDITION, NTX'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE SUSPENDED IF ANY PAYMENT OWING HEREUNDER IS MORE THAN FIFTEEN (15) DAYS DELINQUENT. FURTHERMORE, THE RECEIPT OF ANY FEES DUE TO NTX UPON EXECUTION OF THIS AGREEMENT ARE NOT CONTINGENT UPON ANY PRIOR PERFORMANCE OF ANY DUTIES WHATSOEVER DESCRIBED WITHIN THIS AGREEMENT.

3.2 Expenses. CLIENT shall reimburse NTX for reasonable expenses incurred in performing its duties pursuant to this Agreement (including printing, postage, express mail, photo reproduction, travel, lodging, and long distance telephone and facsimile charges); provided, however, that NTX must receive prior written approval from CLIENT for any expenses over \$ 500. Such reimbursement shall be payable within 7 seven days after CLIENT's receipt of NTX invoice for same.

3.3 Additional Fees. CLIENT and NTX shall mutually agree upon any additional fees that CLIENT may pay in the future for services rendered by NTX under this Agreement. Such additional agreement(s) may, although there is no requirement to do so, be attached hereto and made a part hereof as Exhibits beginning with Exhibit A.

4. Indemnification. The CLIENT agrees to indemnify and hold harmless NTX, each of its officers, directors, employees and shareholders against any and all liability, loss and costs, expenses or damages, including but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever or howsoever caused by reason of any injury (whether to body, property, personal or business character or reputation) sustained by any person or to any person or property, arising out of any act, failure to act, neglect, any untrue or alleged untrue statement of a material fact or failure to state a material fact which thereby makes a statement false or misleading, or any breach of any material representation, warranty or covenant by CLIENT or any of its agents, employees, or other representatives. Nothing herein is intended to nor shall it relieve either party from liability for its own willful act, omission or negligence. All remedies provided by law, or in equity shall be cumulative and not in the alternative.

5. Confidentiality.

5.1 NTX and CLIENT each agree to keep confidential and provide reasonable security measures to keep confidential information where release may be detrimental to their respective business interests. NTX and CLIENT shall each require their employees, agents, affiliates, other licensees, and others who shall have access to the information through NTX and CLIENT respectively, to first enter appropriate non-disclosure Agreements requiring the confidentiality contemplated by this Agreement in perpetuity.

5.2 NTX shall not, either during its engagement by the CLIENT pursuant to this Agreement or at any time thereafter, disclose, use or make known for its or another's benefit any confidential information, knowledge, or data of the CLIENT or any of its affiliates in any way acquired or used by NTX during its engagement by the CLIENT.

Address: 31103 Rancho Viejo Road
Suite 2102
San Juan Capistrano, CA 92675

NEOTACTIX, INC. (NTX)

Print Name: Scott W. Absher

Sign Name: _____/s/ Scott W. Absher_____

Title: Managing Partner

Date: 5/22/03_____

Address: 18101 Von Karman Avenue
Suite 330
Irvine, CA 92612