REGENICIN, INC.

FORM 8-K
(Current report filing)

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SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): July 15, 2010

REGENICIN, INC.

(Exact name of registrant as specified in its charter)

Nevada	333-146834	27-3083341
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

10 High Court, Little Falls, NJ 07424
Address of principal executive offices

Registrant's telephone number, including area code: (973) 557-8914.

Windstar, Inc.
No 47 Hala Pegoh, Taman Sri Pengkalan 31650 Ipoh, Perak, Malaysia
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

[ ] Written communications pursuant to Rule 425 under the Securities Act (17CFR 230.425)

[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Section 1 – Registration's Business and Operations

Item 1.01 Entry into a Material Definitive Agreement

The information contained in Items 2.01 and 5.01 below is incorporated by reference herein.

Section 2 – Financial Information

Item 2.01 Completion of Acquisition or Disposition of Assets.

On July 15, 2010, our former President, Chief Executive Officer, Principal Executive Officer and Director, Siew Mee Fam, along with our former Director, Sze Yein Wong, purchased our air purification device business in exchange for the forgiveness of twenty thousand two hundred and fifty dollars ($20,250) in debts we owed to them. Specifically, in accordance with an "Assignment of Assets Agreement," Messrs. Fam and Wong acquired all of our existing business and our assets in exchange for the cancellation of $20,250 in debts we owed to such prior management.

A copy of the Assignment of Assets Agreement is attached hereto as Exhibit 2.1, and is incorporated herein by reference. The foregoing description of the Assignment of Assets Agreement is qualified in its entirety by reference to the full text of the Assignment of Assets Agreement.

Section 3 – Securities and Trading Markets

Item 3.02 Unregistered Sales of Equity Securities

The information contained in Item 5.01 below is incorporated by reference herein.

These securities were issued pursuant to Section 4(2) of the Securities Act and/or Rule 506 promulgated thereunder. The holders represented their intention to acquire the securities for investment only and not with a view towards distribution. The investors were given adequate information about us to make an informed investment decision. We did not engage in any general solicitation or advertising. We directed our transfer agent to issue the stock certificates with the appropriate restrictive legend affixed to the restricted stock.

Section 5 – Corporate Governance and Management

Item 5.01 Changes in Control of Registrant.

On July 15, 2010, Mr. Randall McCoy purchased an aggregate of one million two hundred thousand (1,200,000) restricted shares of our common stock from our former President, Chief Executive Officer, Principal Executive Officer and Director, Siew Mee Fam, and our former Director, Sze Yein Wong. Under the Stock and Debt Purchase Agreement, Mr. McCoy also purchased two thousand two hundred and fifty dollars ($2,250) in debt we owed to Messrs. Fam and Wong. The cash consideration for the transaction was $14,250.

Following the change of control transaction above, we entered into a Debt Conversion Agreement with Mr. McCoy and agreed to convert the debt held by Mr. McCoy in exchange for 225,000 shares of our common stock.

As a result of the above transactions, Mr. McCoy now owns 60% of the issued and outstanding shares of our common stock and a change of control has occurred. These shares do not include shares held by Pous LLC, which is owned by a relative of Mr. McCoy.

Simultaneously with the above-referenced sales of restricted common stock, both Mr. Fam and Mr. Wong resigned from all positions held with our company.

Mr. McCoy has agreed to serve as our Chief Executive Officer, Principal Executive Officer and Director of our company. For background information with respect to Mr. McCoy and the appointment of other executive officers, see the disclosures below in this Item 5.01 and in Item 5.02 hereinafter.

There are no arrangements or understandings among members of both former and new control groups and their associates with respect to election of directors or other matters.

Copies of the Stock and Debt Purchase Agreement and Debt Conversion Agreement are attached hereto as Exhibits 10.1 and 10.2, and are incorporated herein by reference. The foregoing description of the Stock and Debt Purchase Agreement and Debt Conversion Agreement are qualified in their entirety by reference to the full text of those agreements.

Form 10 Information

Business

We were incorporated as "Windstar, Inc." on September 6, 2007, in the State of Nevada for the purpose of developing an air purification device. As a consequence of the transactions described above, we will no longer pursue this line of business. We have assigned our business and all related assets to our former officers and directors, who have agreed to indemnify us against any related liabilities.

We have changed our name to Regenicin, Inc. We have also processed a forward split our common stock on the basis of 34 to 1, which will go into effect after a review from FINRA. In the weeks ahead, we intend to raise money in a private offering to fund our new line of business.

We have adopted a new business plan. In accordance with our new business plan, we intend to develop and commercialize a potentially lifesaving technology by the introduction of tissue-engineered skin substitutes to restore the qualities of healthy human skin. The success of our business plan is contingent upon the closing of the Lonza Transaction, described below, and our ability to obtain financing and regulatory approval of our products. As such, the description of our business contained in this Current Report on Form 8-K assumes the closing of the Lonza Transaction, future financing and regulatory approvals.

Lonza Transaction

We will enter into a Know How License and Stock Purchase Agreement (the " Lonza Agreement ") with Lonza Walkersville, Inc. (" Lonza ") which will be effective upon the closing of an offering and the payment of certain fees to Lonza. The Lonza Agreement contemplates that the Lonza Transaction will be completed in two stages.

License

In the first stage of the Lonza Transaction, the Company will receive, in exchange for the payment of $3 million, an exclusive license to use certain proprietary "Know-How" necessary to develop and seek the approval ("FDA Approval") by the FDA for the commercial sale of PermaDerm™, including, without limitation, information relating to product specifications, manufacturing, testing, facilities, Master Batch Records and standard operating procedures, and Lonza will provide us with certain related assistance and support. We believe we can create and implement a successful strategy to conduct additional human clinical trials and to assemble and present other relevant information and data in order to obtain such approval for PermaDerm™ and possible related products in due course over the next few years.

Acquisition of Cutanogen

The Lonza Transaction contemplates that, upon receipt of the FDA Approval, in the second stage of the transaction, the Company will execute a Stock Purchase Agreement pursuant to which the Company will purchase all of the outstanding stock of Cutanogen Corporation ("Cutanogen") from Lonza for an additional purchase price of $2 million. Cutanogen currently has no operating business, but holds certain and exclusive licenses (the "Cutanogen Licenses") to patent rights ("Patent Rights") owned by The Regents of the University of California and the University of Cincinnati and the Shriners Hospital for Children related to the commercialization of PermaDerm™. Upon our acquisition of Cutanogen, we will obtain beneficial use of the Cutanogen Licenses.

Manufacturing & Distribution

In the second stage of the Lonza Transaction, it also is anticipated that we will sign a Manufacturing Agreement and a Distribution Agreement with Lonza, pursuant to which we will appoint Lonza as our exclusive manufacturer and distribution agent, respectively, for *PermaDerm*™ and Lonza will share in our product revenue. Because Lonza will retain such exclusive manufacturing and distribution rights, we believe that maintaining a good working relationship with Lonza will be critical for the success of our business.

Grant Money; Costs and Expenses

The Lonza Agreement also provides for the sharing of certain grant moneys by us and Lonza and the payment by us to Lonza of expenses related to the Know-How, expenses related to the prosecution and maintenance of the Patent Rights and certain payments due under a Settlement Agreement and Release with Cambrex Bioscience Walkersville, Inc. Cutanogen will also be responsible for certain payments respecting the Patent Rights and for other expenses

Products and Technology

Our products will utilize the emerging technology of *tissue engineering* by which cells and biopolymers are combined to generate devices for surgical therapy. These platform technologies combine technology for proliferation and cryopreservation of human skin cells with technology for fabrication of implantable collagen, the main structural fiber in the body. A proprietary collagen sponge is prepared and skin cells are added to produce a skin substitute that can be grafted surgically to wounds and result in permanent skin repair. For treatment of acute wounds (burns, plastic surgery), autologous cells (i.e., where the recipient is donor) are transplanted and reform skin tissue that is not rejected. For treatment of chronic wounds (leg ulcers, bed sores), either autologous or allogenic cells (i.e., where the recipient is not donor) are transplanted to provide wound closure and stimulate permanent healing. Prototypes of products have been used successfully to treat catastrophic burn injuries, chronic wounds and congenital skin pathologies. Preliminary data are being collected under a study monitored by The United States Food & Drug Administration (FDA), and the cultured skin substitute for burn treatment has been designated by the FDA as a Humanitarian Use Device (HUD). Once a product receives a HUD designation, the developer of the product is guaranteed seven years market exclusivity for a specific indication following the product's approval by the FDA. Because skin substitutes of this kind are considered medical devices by FDA, each medical indication will define a separate product, but all the skin substitutes use the same platform technologies. Classification as a medical device will also require manufacturing operations to comply with Good Manufacturing Practices (GMPs).

Unique features of the platform technologies include:

- modular design for easier fabrication and superior storage
- use of low-serum or serum-free media for better compliance with pharmaceutical standards for medical products
- functional epidermal barrier at the time of grafting
- sufficient versatility to allow simultaneous delivery of cells and drugs
- compatible designs for gene therapy for future generations of products
- engineered skin graft with dermal and epidermal components from autologous cells.

Clinical advantages of these platform technologies may include, but are not limited to:

- reduced pain and scarring from harvesting of donor sites
- fewer surgeries to complete wound closure
- shorter hospitalization
- closure of non-healing wounds
- less host rejection
- less need for re-grafting
- no need for immuno-suppression as with other therapies

These unique features and clinical advantages are believed to provide a competitive advantage to the Company in wound care markets.

Two initial product lines are planned based on these core technologies: *PermaDerm*™ , and *TempaDerm*™ . It is our plan to first commercialize *PermaDerm*™ , with the commercialization of *TempaDerm*™ to follow. Because care for serious open wounds and burns is concentrated in a relatively small number of treatment centers, we believe that after we obtain FDA approval we will be able to commercialize the product in the U.S. with relatively few marketing and sales personnel. Initial marketing will be compromised of a two person education effort. We will identify and train two highly competent (East Coast and West Coast) individuals to in-service the 125 certified burn centers in the proper patient identification and procedures for using PermaDerm™. Our second effort will be in highly effective marketing and public relations campaigns. We will target Video news Releases (VNR), television HealthBeat segments and targeted professional journal advertisements. A person has been targeted to fulfill most of these marketing/PR duties.

PermaDerm™

PermaDerm™ is the only tissue-engineered skin prepared from autologous (patient's own) skin cells. It is a combination of cultured epithelium with a collagen-fibroblast implant that produces a skin substitute that contains both epidermal and dermal components. This model has been shown in preclinical studies to generate a functional skin barrier, and in clinical studies to promote closure and healing of burns. Self-to-self skin grafts for permanent skin tissue that is not rejected by the immune system of the patient, unlike with porcine or cadaver grafts in which rejection is a critical possibility.

According to data published in the American Burn Association; Journal of Burn Care & Rehabilitation (May/June), there are currently over 2,000 cases annually with burns over 50% of the patient's total body surface area (TBSA). *PermaDerm*™ is the only medical device known at present for treatment of full-thickness burns with autologous cells. It is anticipated that the use of *PermaDerm*™ will reduce healthcare costs by decreasing a patient's stay in the critical care unit a by reducing the need for additional surgeries.

We also intend to commercialize certain intrinsic elements of *PermaDerm*™ . For example, *PermaDerm*™ uses a proprietary collagen sponge, called a biomedical polymer, to act as a connective agent in the skin generation process. This biomedical polymer can be used for a variety of applications outside of the production of *PermaDerm*™ , including as:

- protection for organs and tendons
- a barrier for hormones or medicines
- a protective healing agent for wounds
- a carrier for stem cells

TempaDerm™

TempaDerm™ is a cultured skin graft for use in the treatment of chronic cutaneous wounds, which skin grafts contain allogeneic skin cells that are rejected or eliminated from the recipient after transplantation. Use of cells obtained from human donors allows the development of banks of cryopreserved (frozen) cells for unlimited and continuous supply of skin substitutes. Major types of chronic skin wounds are diabetic leg ulcers, decubitus ulcers, and venous stasis ulcers. It is estimated that 9% of hospitalized patients over the age of 70 years have chronic cutaneous ulcers. Therefore, the markets for wound healing products are very large, and are expected to continue to grow as the Baby Boomer population enters its senior years. There is currently only one product that is approved for treatment of venous stasis and diabetic ulcers. However, venous stasis and diabetic ulcers do not represent the entire market for chronic wounds, and it remains under-served. Therefore, we believe that the majority of the chronic wound market remains under-served, and that substantial opportunity remains to capture a large segment of the total chronic wound market.

A cGMP facility contract manufacturer operated by Lonza Walkersville, Inc. ("Lonza"), an affiliate of Lonza Group Ltd, one of the world's leading suppliers to the pharmaceutical, healthcare and life science industries and the largest cell therapy manufacturer in the world, will be our exclusive manufacturing partner for *PermaDerm*™ , *TempaDerm*™ and other related products. It is anticipated that manufacturing will take place predominately in the United States (Maryland), Switzerland (Basel) and Singapore. Products will be shipped directly by Lonza to treating physicians in kit format with all materials needed for use.

We intend to focus our resources on gaining regulatory approval for the use of our products in the treatment of severe burns and chronic wounds, and to develop the widespread adoption of these technologies into the marketplace. However, there are other opportunities for these technologies that can be pursued when the time and the resources permit. They include:

- **Plastic and reconstructive surgery .** Recent clinical investigations have demonstrated feasibility for use of *PermaDerm*™ for reconstruction of scars in patients who have recovered from massive burn injuries. Because this is the same medical indication (>50% total body surface area burns) as the primary indication for acute burns, it is expected that the regulatory path may be expedited. In addition, research has demonstrated successful use of *PermaDerm*™ for repair of congenital birth defects (giant nevus, amniotic constriction bands) in which skin grafts are required. These markets are expected to increase the sales of *PermaDerm*™ beyond acute burns.

- **Licensed and joint-development products** . The platform technologies may also be applied to research and diagnostic products. An additional major market for cultured skin substitutes is safety testing of consumer products to replace the use of animal testing. Two prospective licensees for this technology have been identified and a Letter of Intent is expected from one of these companies (one of the largest consumer products suppliers in the world).

Potential Markets

Currently, underserved markets exist for closure of deep skin wounds in patients who either: (i) do not have sufficient donor skin for grafting, as in victims of extensive burns, or (ii) are not good candidates for surgery because of underlying disease or poor healing, as in patients with chronic wounds including diabetic, venous stasis and decubitus ulcers. Current therapies for chronic wounds include Unna's boot, hyperbaric oxygen, and wet to-dry dressings. Although many patients benefit from one or more of these therapies, the majority continues to suffer due to persistence of their wounds. In general, patients whose wounds do not heal well are not good candidates for surgery because the donor site of a skin graft often also fails to heal. Therefore, these patients may suffer from chronic wounds for many years, and some wounds never heal. Although the cause of the wound is usually from poor blood supply, transplantation of donor cells to wounds has been demonstrated to stimulate wounds to heal. Therefore, part of the patient population that suffers from chronic wounds can benefit from cell therapies.

Potential customers of our products are physicians or hospitals who order or recommend our products for patients with open wounds. Benefits to the physicians (and the patients) include earlier wound closure, reduced morbidity and surgeries, and faster and more complete recovery. The decision to purchase is based on the medical needs of the patient, and the alternatives available to the physician to successfully satisfy those needs. Many patients with burns and chronic wounds suffer extensively because effective treatments for wound closure are not available to the treating physicians. Therefore, if an effective therapy is available to treat wounds that otherwise remain open; the physician's decision is simple medically. Although the cost of cell therapy is relatively high, it is far less than the cost of persistent open wounds.

Total markets for cultured skin products include three major areas: surgery, toxicology and skin research. Together, potential markets are estimated to exceed US $11 billion annually.

- *Burns and Plastic and Reconstructive Surgery* . Wound treatments with cultured skin substitutes have increased greatly in the years from 1985 to 2004. The potential market for treatment of severe burns in the US is currently estimated at $3 billion annually. Addition of markets for plastic and reconstructive surgery increases this potential market to greater than $4 billion.

- *Chronic Wounds* . Market potential greater than $7 billion annually exists for treatment of chronic wounds (leg ulcers, bed sores, diabetic ulcers). According to the National Pressure Ulcer Council (NPUC), chronic wounds have an incidence of 9% of the hospitalized population over 70 years old. At present, transplantation of cultured autologous (self donor) skin cells is not regulated by the FDA. However, combinations of skin cells with biopolymers are regulated as medical devices. Full market penetration will require FDA clearance of any regulated therapies.

- *Toxicology Testing* . Markets for toxicology are driven by new requirements for consumer products industries (drugs, soaps, lotions, cosmetics) to replace animals for safety testing of new products. Although the extent of testing performed by industry is proprietary, all new products are usually screened for dermal irritancy and corrosion before human testing is performed. Skin cultures have been shown to substitute for animals in certain aspects of safety testing. Particularly, percutaneous absorption (skin penetration) and release of inflammatory mediators can be measured with cultured skin. Validation of products is required for full market development.

- *Skin Research.* Our products are sufficiently advanced to begin immediate marketing to research laboratories in government, industry and academics. These markets are considered smaller than the toxicology or surgery markets, but are sufficiently large to generate revenues to partially support initial operations.

Growth Strategy

Our goal is to build a significant business in the area of skin regeneration for the treatment of burns, chronic wounds and for use in plastic surgery. We intend to accomplish these goals by the following strategy:

- close the Lonza Transaction
- in consultation and cooperation with Lonza, potentially make sales for humanitarian use in advance of any FDA approval for general commercial sales
- incorporate data from Armed Forces Institute of Regenerative Medicine (AFIRM funding) to complete Pre-Market Approval application for FDA approval in adults
- initiate and complete a pivotal Phase III study in order to assist us to obtain full regulatory approval for the treatment of massive burns.
- utilize the safety data already available to begin a pilot study in patients with chronic wounds.
- develop a sound regulatory strategy to obtain approval for the treatment of chronic wounds and use in plastic surgery.

In addition, we believe we can also sublicense use of product related intellectual property rights and regulatory information to others for commercial exploitation in other countries.

Competition

Several companies have developed products that propose to approach the markets described above. Among those companies are:

- Smith & Nephew Wound Management
- Curative Health Services
- Genzyme Biosurgery
- Integra Life Sciences Corporation
- LifeCell Corporation
- Organogenesis Inc
- Ortec International, Inc
- Hy-Gene

Each of these companies has a proprietary approach to these markets, but none has yet penetrated the markets fully. Conversely, our products are believed to be superior in design and function and, thus, provide significant advantages over the above competitors. The advantages of *PermaDerm*™ include simultaneous delivery of epidermal keratinocytes and fibroblasts on a prefabricated collagen implant. This material has been utilized in pre-pivotal (Phase II level) studies that have been submitted to the FDA for review. We plan to initiate and conclude a pivotal (Phase III level) multi-center study for data collection in order to assist us to obtain full market approval.

Government Regulation

Cultured skin substitutes that contain both cells and biomedical polymers are categorized as Class III medical devices by FDA. This classification requires that multi-center studies be performed to verify the safety and efficacy of the device. Multi-center studies usually occur at the Phase III level of assessment. The format for data collection in a Phase III study may follow either a Pre-Market Approval (PMA), or Product Development Protocol (PDP). It is most probable that our products for wound care will follow the PDP format because it is believed to provide greater flexibility for modification of clinical protocols during the performance of the study. Before full marketing of *PermaDerm*™ can proceed, either a PMA or PDP approval must be obtained from FDA. However, early marketing can begin under designation of *PermaDerm*™ as a Humanitarian Use Device (HUD), which we will seek to obtain.

During Phase III-level multi-center studies, HUD marketing of *PermaDerm*™ can begin. Marketing of *PermaDerm*™ under HUD designation will facilitate clinical experience with the product, and expedite full market penetration after completion of a PMA or PDP. The HUD designation has already been received and, upon completion of the Lonza Transaction, will be transferred to us as part of a licensing agreement with the University of Cincinnati, which will allow immediate manufacture and sale of *PermaDerm*™ for treatment of catastrophic burns. Subsequent to the transfer of the HUD designation, a Humanitarian Device Exemption (HDE) application must be submitted to specify the protocol for clinical use of the HUD. We have commenced preparation of the HDE application and we expect to file it with the FDA by the end of this year. FDA is permitted 6 months for review of HDE applications. After approval of the HDE, sales of the HUD can begin. HDEs are reviewed as PMAs that are not required to demonstrate evidence of efficacy. Each hospital that uses the HUD must activate study protocol (which must be reviewed and approved by a local Institutional Review Board (IRB)) to monitor risks and possible adverse reactions. We will develop a standard study protocol, and act as liaison to activate the protocol at each hospital.

The Pediatric Medical Device Safety and Improvement Act of 2007 (Public Law 110-85) provides that HDE applications for devices for pediatric use only, or for use in both pediatric and adult patients, that are approved on or after September 27, 2007, are assigned an annual distribution number (ADN) and may be sold for profit (subject to the upper limit of the AND). In addition, once a product receives a HUD designation, the developer of the product receives up to seven years market exclusivity for a specific indication following the product's approval by the FDA. The HUD designation also requires that there be no comparable product in the market place. If we submit a PMA application for the product, the HUD designation, and related market exclusivity, could be terminated early.

Unrestricted sales of *PermaDerm*™ will require approval of either a PMA or PDP after data for safety and efficacy are collected from a multi-center study. We are currently discussing the design of the multi-center study with the FDA. Based on the proposed design, the study is estimated to require enrollment and treatment of not more than 100 patients, and follow-up for one year. Enrollment and treatment are expected to require one year. After collection of data and submission to FDA, one year is planned for FDA's review and decision. Therefore, we plan that performance of the multi-center study and a decision from FDA will require three years after certification of the manufacturing facility by FDA.

Employees

As of July 21, 2010 we have six employees. Upon the closing of a financing, we plan to hire approximately six additional employees, most of whom have been identified. We believe we enjoy good employee relations. None of our employees are members of any labor union, and we are not a party to any collective bargaining agreement.

Properties

Our corporate headquarters are located at 10 High Court, Little Falls, NJ 07424.

Risk Factors

A smaller reporting company is not required to provide this information.

Financial Information

The information required by this item is incorporated herein by reference to our Form 10-Q, filed with the SEC on July 15, 2010 for its third quarter ended June 30, 2010, under the heading Management's Discussion and Analysis of Financial Condition and Results of Operations.

Security Ownership of Certain Beneficial Owners and Management

The following table sets forth the beneficial ownership of our common stock by each of our officers and directors, by each person known by us to beneficially own more than 5% of common stock and by officers and directors as a group. Except as otherwise indicated, all shares are owned directly and the percentage shown is based on 2,375,000 shares of common stock issued and outstanding on July 15, 2010. We recently submitted to FINRA a 34 to 1 forward split of our issued and outstanding common stock, which will be effective the date FINRA processes the corporate action. We expect this to occur within the next couple weeks.

Name and address of new beneficial owner	Amount of Beneficial Ownership	Approximate Percent of Class of Common Stock
Randall McCoy	1,660,125 (1)	69.9%
Total Officers and Directors(1 person)	1,660,125	69.9%

(1) Includes 1,425,000 shares held in the name of Randall McCoy and 235,125 shares held in the name of Pous LLC, owned by a relative of Mr. McCoy.

There are no arrangements known to us, the operation of which may, at a subsequent date, result in a change in control.

Directors and Executive Officers

The following table sets forth certain information, as of July 15, 2010, with respect to our directors and executive officers .

Name	Age	Principal Positions With Us
Randall McCoy	61	Chief Executive Officer
Joseph Connell	54	President
J. Roy Nelson	64	Chief Financial Officer
David Schmidt	47	Chief Operating Officer
Richard Koeninger	70	Director of Regulatory Affairs
Lauri-Ann Hahn	39	Director of Clinical Trials

Business Experience

Randall McCoy has served as our Chief Executive Officer and sole director since July 2010. Prior to joining the Company, Mr. McCoy served as President of McCoy Enterprises LLC since its founding in May 2002. Mr. McCoy has more than 37 years of experience in the healthcare industry and has assisted both small and major pharmaceutical/device companies address FDA issues. He served as Laboratory Manager and Instructor at both George Washington University and Temple Medical School, and served as Program Manager at the Stanford Research Institute, Healthcare Division, of the David Sarnoff Research Center. Mr. McCoy has also helped over 225 foreign and domestic companies introduce their FDA regulated drug and medical device products into the US and world market. He currently holds over 30 US and international patents.

Joseph Connell has served as our President since July 2010. Prior to joining the Company, Mr. Connell served as a consultant with Connell & Associates, which he founded in 2005. Mr. Connell has more than 26 years of pharmaceutical and biotechnology sales and marketing experience. He has served as a senior executive officer of startup and specialty pharmaceutical companies, and has had global responsibilities for nasal, pulmonary and aerosol drug delivery as well as formulations, analytical chemistry, stability and contract manufacturing of solids, liquids and parenterals. Mr. Connell has had the opportunity to hire, train, and deploy the entire sales forces of several companies and his expertise is in targeted selection, compensation, CRM automation and territory alignment. He has been instrumental in the launch of more than 25 major pharmaceutical products and devices. He has expertise in the areas of dermatology, wound healing, cardiovascular, infectious diseases, gastroenterology, oncology, pain management, anesthesiology, and diabetes. In addition, Mr. Connell has been involved in global efforts with aerosol, nasal and pulmonary drug delivery devices.

J. Roy Nelson Ph.D has served as our interim Chief Financial Officer since July 2010. Prior to joining the Company, Dr. Nelson served as CFO & VP of Research for Visual Industries, Inc. from 2003 to 2010. Dr. Nelson also is CFO for One Dome At A Time, LLC, a non-profit corporation building hurricane and earthquake resistance homes in Haiti. In addition, he served as a Chemical Staff Specialist for USAMERDC Materials Research Laboratories at Ft. Belvoir, a Formulator at Avery Products Corporation Research Center, and as a Research Staff Member at RCA/SRI International at the Sarnoff Research Center. He is a specialist in fine particle technology and polymer science and chemistry. Dr. Nelson received his B.S. degree in chemistry from UCLA, his M.S. in synthetic organic chemistry from the University of Illinois and a Ph.D. in material/polymer science from Penn State University. His material testing facility has a Schedule II Drug License and is FDA & DEA audited. He currently holds over 20 US and international patents.

David Schmidt has served as our Chief Operating Officer since July 2010. Prior to joining the Company, he served as strategic advisor to chemical and materials companies under Materials to Market since 2008. From 2004 to 2008, Mr. Schmidt was a leader of Commercial Excellence, Strategic Marketing & Business Development activities at Honeywell International Specialty Materials. In addition, he has held executive officer positions with Plasmion Corporation, Inc., Film Specialties, Inc. and public company Hydromer, Inc. Mr. Schmidt is a graduate of Lehigh University.

Richard Koeninger M.S. has served as our Director of Regulatory Affairs since July 2010. Prior to joining the Company, he served as a consultant for RMK Consulting, Inc., which he founded in 1998. In addition, Mr. Koeninger served for 29 years as a Field Investigator, Drug and Device Specialist with The United States Food and Drug Administration (FDA). His duties while working overseas for the FDA included serving as Associate Director for the Division of Emergency and Investigational Operations, Criminal Investigator, Compliance Officer and Resident in Charge. Mr. Koeninger has served on clinical trials Institutional Review Boards (IRB) and has conducted FDA Pre-approval medical device and pharmaceutical investigations. While with the FDA, Mr. Koeinger held the distinction of being The International FDA Expert for Drugs and Devices.

Lauri-Ann Hahn, R.N., B.S.N . has served as our Director of Clinical Trials of since July 2010. Prior to joining the Company, Ms. Hahn served as a Clinical Research Associate with The Institute for Transfusion Medicine – The Hemophilia Center of Western Pennsylvania from 2008 to 2009. In addition, she served as Associate Director of Clinical Trials/Senior Project Manager, Cell Therapy, for Lonza Walkersville, Inc. (an affiliate of Lonza Group Ltd.) from 2006 to 2008, wherein she gained direct experience working with the Cultured Skin Substitute. From 2001 to 2005, Ms. Hahn was the Head of Clinical Research at the University of Pittsburgh Department of Urology. She has been involved with clinical trials since 1995, and she has developed and trained Good Clinical Practices quality systems. She is experienced in all areas of clinical research from planning studies to clinical report submissions to the FDA, and has held positions as a Sponsor, Clinical Research Organization and Clinical Investigator.

Family Relationships

There are no family relationships between or among the directors, executive officers or persons nominated or chosen by us to become directors or executive officers.

Involvement in Certain Legal Proceedings

During the past five years, none of the following occurred with respect to a present or former director, executive officer, or employee: (1) any bankruptcy petition filed by or against any business of which such person was a general partner or executive officer either at the time of the bankruptcy or within two years prior to that time; (2) any conviction in a criminal proceeding or being subject to a pending criminal proceeding (excluding traffic violations and other minor offenses); (3) being subject to any order, judgment or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining, barring, suspending or otherwise limiting his or her involvement in any type of business, securities or banking activities; and (4) being found by a court of competent jurisdiction (in a civil action), the SEC or the Commodities Future Trading Commission to have violated a federal or state securities or commodities law, and the judgment has not been reversed, suspended or vacated.

Term of Office

Our directors are appointed for a one-year term to hold office until the next annual general meeting of our shareholders or until removed from office in accordance with our bylaws. Our officers are appointed by our board of directors and hold office until removed by the board, absent an employment agreement.

Executive Compensation

The information required by this item is incorporated herein by reference to our Form 10-K, filed with the SEC on January 17, 2010, under the heading Executive Compensation.

The manner and amount of compensation for above-referenced new officers and sole director has not yet been determined.

Certain Relationship and Related Transactions, and Director Independence

The information required by this item is incorporated herein by reference to our Form 10-K, filed with the SEC on January 17, 2010, under the heading Certain Relationship and Related Transactions, and Director Independence.

Legal Proceedings

The information required by this item is incorporated herein by reference to our Form 10-K, filed with the SEC on January 17, 2010, under the heading Legal Proceedings.

Market Price of and Dividends on the Registrant's Common Equity and Related Stockholder Matters

We anticipate changing our name and conducting a forward split of our outstanding common stock. These corporate actions will results in a new symbol once processed.

Our common stock is currently quoted on the OTC Bulletin Board ("OTCBB"), which is sponsored by the FINRA. The OTCBB is a network of security dealers who buy and sell stock. The dealers are connected by a computer network that provides information on current "bids" and "asks", as well as volume information. Our shares are quoted on the OTCBB under the symbol "WDST." The following are the high and low sale prices for the common stock by quarter as reported by the OTC Bulletin for fiscal years ended September 30, 2009 and 2008.

Fiscal Year Ended September 30, 2009

Quarter Ended	High $	Low $
September 30, 2009	0	0
June 30, 2009	0	0
March 31, 2009	0	0
December 31, 2008	0	0

Fiscal Year Ended September 30, 2008

Quarter Ended	High $	Low $
September 30, 2008	0	0
June 30, 2008	0	0
March 31, 2008	0	0
December 31, 2007	0	0

The quotations and ranges listed above, if any, were obtained from OTCBB. The quotations, if any, reflect inter-dealer prices, without retail mark-up, mark-down or commission and may not represent actual transactions.

Penny Stock

The SEC has adopted rules that regulate broker-dealer practices in connection with transactions in penny stocks. Penny stocks are generally equity securities with a market price of less than $4.00, other than securities registered on certain national securities exchanges or quoted on the NASDAQ system, provided that current price and volume information with respect to transactions in such securities is provided by the exchange or system. The penny stock rules require a broker-dealer, prior to a transaction in a penny stock, to deliver a standardized risk disclosure document prepared by the SEC, that: (a) contains a description of the nature and level of risk in the market for penny stocks in both public offerings and secondary trading; (b) contains a description of the broker's or dealer's duties to the customer and of the rights and remedies available to the customer with respect to a violation of such duties or other requirements of the securities laws; (c) contains a brief, clear, narrative description of a dealer market, including bid and ask prices for penny stocks and the significance of the spread between the bid and ask price; (d) contains a toll-free telephone number for inquiries on disciplinary actions; (e) defines significant terms in the disclosure document or in the conduct of trading in penny stocks; and (f) contains such other information and is in such form, including language, type size and format, as the SEC shall require by rule or regulation.

The broker-dealer also must provide, prior to effecting any transaction in a penny stock, the customer with (a) bid and offer quotations for the penny stock; (b) the compensation of the broker-dealer and its salesperson in the transaction; (c) the number of shares to which such bid and ask prices apply, or other comparable information relating to the depth and liquidity of the market for such stock; and (d) a monthly account statement showing the market value of each penny stock held in the customer's account.

In addition, the penny stock rules require that prior to a transaction in a penny stock not otherwise exempt from those rules, the broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written acknowledgment of the receipt of a risk disclosure statement, a written agreement as to transactions involving penny stocks, and a signed and dated copy of a written suitability statement.

These disclosure requirements may have the effect of reducing the trading activity for our common stock. Therefore, stockholders may have difficulty selling our securities.

Holders of Our Common Stock

We are authorized to issue 90,000,000 shares of common stock with a par value of $0.001 per share as well as 10,000,000 shares of preferred stock with a par value of $0.001 per share. As of July 15, 2010 we had 2,375,000 shares of common stock outstanding. Our shares are held by approximately 59 shareholders or record. We recently submitted to FINRA a 34 to 1 forward split of our issued and outstanding common stock, which will be effective the date FINRA processes the corporate action. We expect this to occur within the next couple weeks.

Dividends

The Company has not declared, or paid, any cash dividends since inception and does not anticipate declaring or paying a cash dividend for the foreseeable future.

Nevada law prohibits our board from declaring or paying a dividend where, after giving effect to such a dividend, (i) we would not be able to pay our debts as they came due in the ordinary course of our business, or (ii) our total assets would be less than the sum of our total liabilities plus the amount that would be needed, if the corporation were to be dissolved at the time of distribution, to satisfy the rights of any creditors or preferred stockholders.

Securities Authorized for Issuance under Equity Compensation Plans

We do not have any equity compensation plans.

Recent Sales of Unregistered Securities

On July 15, 2010, we entered into a Debt Conversion Agreement with Mr. Randall McCoy and agreed to convert $2,250 in debt held by Mr. McCoy into 225,000 shares of our common stock.

Description of Registrant's Securities to be Registered

None

Indemnification of Directors and Officers

Our officers and directors are indemnified as provided by the Nevada Revised Statutes and our bylaws.

Under the governing Nevada statutes, director immunity from liability to a company or its shareholders for monetary liabilities applies automatically unless it is specifically limited by a company's articles of incorporation. Our articles of incorporation do not contain any limiting language regarding director immunity from liability. Excepted from this immunity are:

1. a willful failure to deal fairly with the company or its shareholders in connection with a matter in which the director has a material conflict of interest;

2. a violation of criminal law (unless the director had reasonable cause to believe that his or her conduct was lawful or no reasonable cause to believe that his or her conduct was unlawful);

3. a transaction from which the director derived an improper personal profit; and

4. willful misconduct.

Our bylaws provide that we will indemnify our directors and officers to the fullest extent not prohibited by Nevada law; provided, however, that we may modify the extent of such indemnification by individual contracts with our directors and officers; and, provided, further, that we shall not be required to indemnify any director or officer in connection with any proceeding (or part thereof) initiated by such person unless:

1. such indemnification is expressly required to be made by law;

2. the proceeding was authorized by our Board of Directors;

3. such indemnification is provided by us, in our sole discretion, pursuant to the powers vested us under Nevada law; or;

4. such indemnification is required to be made pursuant to the bylaws.

Our bylaws provide that we will advance to any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or officer, of the company, or is or was serving at the request of the company as a director or executive officer of another company, partnership, joint venture, trust or other enterprise, prior to the final disposition of the proceeding, promptly following request therefore, all expenses incurred by any
director or officer in connection with such proceeding upon receipt of an undertaking by or on behalf of such person to repay said amounts if it should be determined ultimately that such person is not entitled to be indemnified under our bylaws or otherwise.

Our bylaws provide that no advance shall be made by us to an officer of the company, except by reason of the fact that such officer is or was a director of the company in which event this paragraph shall not apply, in any action, suit or proceeding, whether civil, criminal, administrative or investigative, if a determination is reasonably and promptly made: (a) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to the proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, that the facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the company.

Financial Statements and Supplementary Data

The information required by this item is incorporated herein by reference to our Form 10-K, filed with the SEC on January 17, 2010, under the heading Exhibits, Financial Statements Schedules. The information required by this item is also incorporated herein by reference to our Form 10-Q filed with the SEC on July 15, 2010, under the heading Financial Statements.

Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

The information contained in Item 5.01 below is incorporated by reference herein.

As heretofore indicated in Item 5.01, both Siew Mee Fam and Sze Yein Wong have resigned from all positions of the Company and have been replaced by the following, which are our officers and directors as of July 15, 2010:

Name	Age	Principal Positions With Us
Randall McCoy	61	Chief Executive Officer
Joseph Connell	54	President
J. Roy Nelson	64	Chief Financial Officer
David Schmidt	47	Chief Operating Officer
Richard Koeninger	70	Director of Regulatory Affairs
Lauri-Ann Hahn	39	Director of Clinical Trials

Item 5.03. Amendments to Articles of Incorporation.

On July 19, 2010, we filed Articles of Merger with the Secretary of State of Nevada in order to effectuate a merger whereby we merged with our wholly-owned subsidiary in a parent/ subsidiary merger with us as the surviving corporation. This merger, which became effective as of July 19, 2010, was completed pursuant to Section 92A.180 of the Nevada Revised Statutes and performed for the exclusive purpose of changing our name. Shareholder approval to this merger was not required under Section 92A.180. Upon completion of this merger, our name has been changed to "Regenicin, Inc." and our Articles of Incorporation have been amended to reflect this name change.

Section 8 – Other Events

Item 8.01 Other Events

On July 16, 2010, our board of directors approved an action for a 34-for-1 forward stock split of our currently issued and outstanding common stock.

Prior to approval of the forward split, we had a total of 2,375,000 issued and outstanding shares of $0.001 par value common stock. On the effective date of the forward split, which occurs upon completion of the review of FINRA of the corporate action, we will have a total of 80,750,000 issued and outstanding shares of $0.001 par value common stock.

We filed a Certificate of Change with the Nevada Secretary of State in connection with the forward split, which is attached hereto as Exhibit 3.2.

Section 9 – Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits

Exhibit No.	Description
2.1	Assignment of Assets Agreement, dated July 15, 2010
3.1	Articles of Merger, dated July 19, 2010
3.2	Certificate of Change, dated July 19, 2010
10.1	Stock and Debt Purchase Agreement, dated July 15, 2010
10.2	Debt Conversion Agreement, dated July 15, 2010

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

REGENICIN, INC.

/s/ Randall McCoy
Randall McCoy
CEO and Director
Date: July 21, 2010

ASSIGNMENT OF ASSETS AGREEMENT

THIS ASSIGNMENT OF ASSETS AGREEMENT (this "Agreement") is entered into as of this 15th day of July, 2010, by and between Windstar, Inc. ("Assignor") and Siew Mee Fam and Sze Yein Wong (together "Assignee").

WITNESSETH:

A. Assignor engages in the business of developing, producing, and marketing an effective and inexpensive air purification device (the "Business") and owns assets and all property that relate to the Business (the "Assets").

B. Assignor owes Assignee $20,250 in connection with advances to Assignor for professional services paid to Assignor's auditors (the "Related Party Indebtedness").

B. Assignor desires to assign the Business and the Assets to Assignee and Assignee desires to receive from Assignor the Business and the Assets pursuant to the terms and subject to the conditions set forth in this Agreement.

AGREEMENT:

In consideration of the foregoing and the mutual promises contained herein, the parties agree as follows:

1. ASSIGNMENT OF BUSINESS AND ASSETS. Upon the terms and subject to the conditions set forth in this Agreement, Assignor hereby sells, assigns, transfers and conveys the Business and the Assets to Assignee, and Assignee hereby purchases, obtains and acquires the Business and the Assets form Assignor.

2. PURCHASE PRICE. In consideration of and in exchange for the sale, assignment, transfer and conveyance of the Business and the Assets, Assignee agrees to cancel and release Assignor in connection with any obligations owned to Assignee for the Related Party Indebtedness.

3. CLOSING. Subject to the satisfaction of the conditions set forth in this Agreement and compliance with the other provisions hereof, the closing of the transaction contemplated by this Agreement (the "Closing") shall occur at such place and time as shall be mutually agreeable to the parties hereto (the "(Closing Date").

4. ASSIGNMENT OF THE BUSINESS AND THE ASSETS. From and after the Closing, all equitable and legal rights, title and interests in and to the Business and the Assets shall be owned, held and exercised by Assignee.

5. CANCELLATION OF RELATED PARTY INDEBTEDNESS. From and after the Closing, Assignee will take all action and execute all documents necessary to ensure that the Related Party Indebtedness in Assignor is extinguished.

6. REPRESENTATIONS AND WARRANTIES OF THE PARTIES.

(a) Assignee represents and warrants to Assignor that (i) Assignee is the absolute owner of the Related Party Indebtedness and has good and marketable title thereto, free and clear of any liens, pledges, claims, security interests, encumbrances, charges, options and restrictions of any kind whatsoever, (ii) Assignee has full right, power and authority to extinguish the Related Party Indebtedness as provided herein, and (iii) this Agreement constitutes the valid and legally binding obligation of Assignee, enforceable in accordance with its terms and conditions.

(b) Assignor represents and warrants to Assignee that (i) Assignor is the absolute owner of the Business and the Assets and has good and marketable title thereto, free and clear of any liens, pledges, claims, security interests, encumbrances, charges, options and restrictions of any kind whatsoever, (ii) Assignee has full right, power and authority to sell the Business and the Assets as provided herein, and (iii) this Agreement constitutes the valid and legally binding obligation of Assignor, enforceable in accordance with its terms and conditions

7. CONDITIONS TO OBLIGATIONS OF ASSIGNEE. The obligation of Assignee to consummate the transactions contemplated by this Agreement is subject to the fulfillment of each of the following conditions:

(a) On the Closing Date, Assignor shall be the sole legal and beneficial owner of the Business and the Assets, free and clear of all claims, liens, mortgages, charges, security interests, encumbrances and other restrictions and limitations of any kind and nature whatsoever.

(b) By the Closing Date, any and all necessary consents, authorizations, orders or approvals for transfer of the Interest shall have been obtained.

(c) Neither the execution or delivery of this Agreement nor the performance of its obligations hereunder will conflict with or result in a breach of or constitute a default under or result in the creation of or an imposition of a lien upon any of the properties or assets of Assignor or any agreement to which Assignor may be a party or by which its property or assets may be subject.

8. CONDITIONS TO OBLIGATIONS OF ASSIGNOR. The obligation of Assignor to consummate the transactions contemplated by this Agreement is subject to the fulfillment of each of the following conditions:

(a) On of the Closing Date, Assignee shall be the sole legal and beneficial owner of the Related Party Indebtedness, free and clear of all claims, liens, charges, security interest, encumbrances and other restrictions and limitations of any kind or nature whatsoever.

(b) On the Closing Date, any and all necessary consents, authorizations, orders or approvals for the extinguishment of the Related Party Indebtedness shall have been obtained.

(c) Neither the execution or delivery of this Agreement nor the performance of its obligation hereunder will conflict with or result in a breach of or constitute a default under or result in the creation of or an imposition of a lien upon any of the properties or assets of Assignee or any agreement to which Assignee may be a party or by which it property or assets may be subject.

9. INDEMNIFICATION. Assignee shall indemnify and hold harmless Assignor, and shall reimburse the Assignor for, any loss, liability, claim, obligation, cost, damage, expense (including, but not limited to, costs of investigation and defense and attorneys' fees) or diminution of value (collectively, "Claims") included in, related to, as a result of, arising from or in connection with (a) the liabilities of the Assignor, or (b) any inaccuracy in any of the representations and warranties of Assignee in this Agreement. Assignee hereby agrees to defend Assignor at Assignee's expense from and against any such Claims, and Assignee hereby releases and forever discharges Assignor from any loss, liability, claim, obligation, cost, damage, expense (including, but not limited to, costs of investigation and defense and attorneys' fees) or diminution of value with respect to any such Claims.

10. MISCELLANEOUS.

(a) This Agreement represents the entire agreement between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements with respect thereto, whether written or oral.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard, however, to such jurisdiction's principles of conflict of laws.

(c) This Agreement may be executed in counterpart originals, each of which shall be an original, but all of which shall constitute only one Agreement. A facsimile signature of any party will be binding on that party, and any facsimile communication shall be immediately followed by a hard copy containing such signature.

DATED as of the date first written above:

"Assignee"	**"Assignor"**
	Windstar, Inc.
/s/ Siew Mee Fam	/s/ Siew Mee Fam
Siew Mee Fam	By: Siew Mee Fam
	Its: President
/s/ Sze Yein Wong	
Sze Yein Wong	

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

Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 1

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(Pursuant to Nevada Revised Statutes Chapter 92A) (excluding 92A.200(4b))

1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200). If there are more than four merging entities, check box [ ] and attached an 8 ½" X 11" blank sheet containing the required information for each additional entity.

Vectoris Acquisition, Corp.
Name of merging entity
Nevada **Corporation**
Jurisdiction Entity type*

Windstar, Inc.
Name of surviving entity
Nevada **Corporation**
Jurisdiction Entity type*

* Corporation, non-profit corporation, limited partnership, limited-liability company or business trust.

2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (If a foreign entity is the survivor in the merger-NRS 92A.190):
Attn:
c/o:

3) (Choose one)
[ ] The undersigned declars that a plan of merger has been adopted by each constituent entity (NRS 92A.200).
[**X**] The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180).

4) Owner's approval (NRS 92A.200)(options a,b, or c must be used, as applicable for each entity) (If there are more than four merging entities, check box [ ] and attached an 8 ½" X 11" blank sheet containing the required information for each additional entity.):
(a) Owner's approval was not required from

Name of merging entity, if applicable
Vectoris Acquisition, Corp.
and, or:

Windstar, Inc.
Name of surviving entity, if applicable

(b) The plan was approved by the required consent of the owners of *:

Name of merging entity, if applicable

and, or:

Name of surviving entity, if applicable

* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.

(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

Name of merging entity, if applicable

and, or:

Name of surviving entity, if applicable

5) Amendments, If any, to the articles of certificate of the surviving entity. Provide article numbers, if avaliable. (NRS 92A.200)*:
Article I is hereby amended in its entirety to read:

Article I: Name

"The name of the corporation is Regenicin, Inc. hereinafter the "Corporation."

6) Location of Plan of Merger (check a or b):
[ ] (a) The entire plan of merger is attached;
[**X**] (b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

7) Effective date (optional)**:

* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.

** A merger takes effect upon filing the articles of merger or upon a later date as specified in the articles, which must not be more than 90 days after the articles are filed (NRS 92A.240).

8) Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or one member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)*

(If there are more than four merging entities, check box [ ] and attached an 8 ½" X 11" blank sheet containing the required information for each additional entity.):

Vectoris Acquisition Corp.
Name of merging entity

X /s/ Siew Mee Fam	**President**	**7/19/2010**
Signature	Title	Date

Windstar, Inc.
Name of surviving entity

X /s/ Randall E. McCoy	**President**	**7/19/2010**
Signature	Title	Date

* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

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

Certificate of Change Pursuant to NRS 78.209

USE BLACK INK ONLY – DO NOT HIGHLIGHT

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Certificate of Change filed Pursuant to NRS 78.209
For Nevada Profit Corporations

1. Name of corporation:
Regenicin, Inc.

2. The board of directors have adopted a resolution pursuant to NRS 78.209 and have obtained any required approval of the stockholders.

3. The current number of authorized shares at the par value, if any, of each class or series, if any, of shares before the change:
90,000,000 shares of common stock with $0.001 par value
10,000,000 shares of common stock with $0.001 par value

4. The number of authorized shares and the par value, if any, of each class or series, if any, of shares after the change:
90,000,000 shares of common stock with $0.001 par value
10,000,000 shares of common stock with $0.001 par value

5. The number of shares of each affected class or series, if any, to be issued after the change in exchange for each issue share of the same class or series:
34 shares issued for every 1 outstanding

6. The provisions, if any, for the issuance of fractional shares, or for the payment of money or the issuance of scrip to stockholders otherwise entitled to a fraction of a share and the percentage of outstanding shares affected thereby:
fractional shares will be rounded to the nearest whole number

7. Effective date of filing (optional):

8. Officer Signature: X **/s/ Randall E. McCoy**

STOCK AND DEBT PURCHASE AGREEMENT

THIS STOCK AND DEBT PURCHASE AGREEMENT (the "Agreement") is made as of this 15 th day of July 2010, by and among Siew Mee Fam and Sze Yein Wong (the "Sellers") and Randall McCoy (the "Purchaser").

RECITALS

WHEREAS, the Sellers are the owners of an aggregate of 1,200,000 shares of common stock (the "Shares") of Windstar, Inc., a Nevada corporation (the "Company");

WHEREAS, the Sellers have advanced $2,250 to the Company to pay for professional services rendered to the Company by the Company's independent auditors;

WHEREAS, the Company has promised to repay to the Sellers the principal amount of the $2,250 advance plus any interest accrued thereon (the Debt");

WHEREAS, the Purchaser proposes to purchase the Shares and Debt, on the terms set forth herein.

In consideration of the premises, representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PURCHASE AND SALE AND CLOSING

1.1 The Sellers hereby agree to sell, assign, transfer and deliver to the Purchaser, and the Purchaser hereby agrees to purchase from the Sellers, the Shares and the Debt for sum of $14,250 (the "Purchase Price"). Payment shall be in U.S. Dollars, in the form of a check or wire transfer paid through an escrow as arranged by parties.

1.2 Closing . Subject to the satisfaction of the conditions set forth in this Agreement and compliance with the other provisions hereof, the closing of the transaction contemplated by this Agreement (the "Closing") shall occur at such place and time as shall be mutually agreeable to the parties hereto (the "(Closing Date"). At such Closing, the Sellers will present Purchaser with certificates representing ownership of the Shares.

2. REPRESENTATIONS AND WARRANTIES OF THE SELLERS

2.1 The Sellers warrant, covenant and represent to the Purchasers that:

(a) immediately prior to and at the Closing, the Sellers shall be the legal and beneficial owner of the Shares and Debt and on the Closing Date, the Sellers shall transfer to the Purchaser the Shares and Debt free and clear of all liens, restrictions, covenants or adverse claims of any kind or character;

(b) the Sellers have the legal power and authority to execute and deliver this Agreement and all other documents required to be executed and delivered by the Sellers hereunder and to consummate the transactions contemplated hereby;

(c) the Sellers are, or have been during the past ninety (90) days, officers, directors, 10% or greater shareholders or "affiliates" of the Company, as that term is defined in Rule 144 promulgated under the United States Securities Act of 1933, as amended (the "Securities Act");

(d) to the best of the knowledge, information and belief of the Sellers there are no circumstances that may result in any material adverse effect to the Company or the value of the Shares that are now in existence or may hereafter arise;

(e) effective as of the Closing Date, the Sellers shall not be indebted to the Company and the Company shall not be indebted to the Sellers;

(f) the Sellers do not own, directly or indirectly, or exercise direction or control over any shares of common stock of the Company other than the Shares;

(g) the Sellers agree not to acquire any additional shares of common stock of the Company prior to the Closing Date;

(h) the Shares have been validly issued and are fully paid and non-assessable;

(i) no person, firm or corporation has any right, agreement, warrant or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option to require the Company to issue any shares in its capital or to convert any securities of the Company or of any other company into shares in the capital of the Company;

(j) the Company has filed all reports required to be filed by it under the Securities Act and the United States Securities Exchange Act of 1934, as amended (the "Exchange Act"), including pursuant to Section 13(a) or 15(d) of the Exchange Act, (the "SEC Reports") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act and the rules and regulations of the United States Securities and Exchange Commission (the "Commission") promulgated thereunder, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing;

(k) the Company is not a party to or bound by any agreement or understanding granting registration or anti-dilution rights to any person with respect to any of its equity or debt securities; no person has a right to purchase or acquire or receive any equity or debt security of the Company;

(l) the Company is in compliance with the applicable provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated thereunder;

(m) contemporaneously herewith, the Sellers as directors shall appoint the nominee of Purchaser to the Board of Directors of the Company;

(n) the Sellers shall tender their resignations as officers and directors of the Company, to be effective on the Closing Date;

(o) the Sellers agree to execute and deliver such other documents and to perform such other acts as shall be necessary to effectuate the purposes of this Agreement; and

(p) there are no claims threatened or against or affecting the Company nor are there any actions, suits, judgments, proceedings or investigations pending or, threatened against or affecting the Company, at law or in equity, before or by any Court, administrative agency or other tribunal or any governmental authority or any legal basis for same.

3. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

3.1 The Purchaser represents and warrants to the Sellers that the Purchaser:

(a) has the legal power and authority to execute and deliver this Agreement and to consummate the transactions hereby contemplated;

(b) is an accredited investor as the term is defined in Rule 501 of Regulation D;

(c) Purchaser realizes that the Shares are "restricted securities" as that term is defined in Rule 144 promulgated by the Commission under the Securities Act, the resale of the Shares is restricted by federal and state securities laws and, accordingly, the Shares must be held indefinitely unless their resale is subsequently registered under the Securities Act or an exemption from such registration is available for their resale. Purchaser acknowledges and consents that certificates now or hereafter issued for the Shares will bear a legend substantially as follows:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR QUALIFIED UNDER ANY APPLICABLE STATE SECURITIES LAWS (THE "STATE ACTS"), HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO A REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND QUALIFICATION UNDER THE STATE ACTS OR PURSUANT TO EXEMPTIONS FROM SUCH REGISTRATION OR QUALIFICATION REQUIREMENTS (INCLUDING, IN THE CASE OF THE SECURITIES ACT, THE EXEMPTIONS AFFORDED BY SECTION 4(1) OF THE SECURITIES ACT AND RULE 144 THEREUNDER). AS A PRECONDITION TO ANY SUCH TRANSFER, THE ISSUER OF THESE SECURITIES SHALL BE FURNISHED WITH AN OPINION OF COUNSEL OPINING AS TO THE AVAILABILITY OF EXEMPTIONS FROM SUCH REGISTRATION AND QUALIFICATION AND/OR SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY THERETO THAT ANY SUCH TRANSFER WILL NOT VIOLATE THE SECURITIES LAWS.

Purchaser understands that the Shares are being sold pursuant to an exemption from registration of the Securities Act and that Sellers are relying upon the representations made herein.

(d) The Purchaser agrees not to engage in hedging transactions with regard to the Shares accept in compliance with the Securities Act.

4. INDEMNIFICATION

4.1 The Sellers hereby agree to indemnify and hold harmless the Purchaser, the Company, and its officers, directors, agents, and representatives from and against all demands, claims, actions, losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorney's fees, asserted against or incurred by them resulting from a breach of the representation and warranty of the Sellers contained in Article 2 of this Agreement.

5. POST-CLOSING SEC REPORTS

5.1 Except for any Form 3, 4 or 5 to be filed on behalf of the Sellers, as applicable, the Purchaser hereby agrees that he shall cause the Company to file, any and all necessary SEC Reports, including but not limited to a Schedule 13D, Form 8-K or other required filing..

6. MISCELLANEOUS

6.1 The parties hereto acknowledge that they have obtained independent legal advice with respect to this Agreement and acknowledge that they fully understand the provisions of this Agreement.

6.2 Unless otherwise provided, all dollar amounts referred to in this Agreement are in United States dollars.

6.3 There are no representations, warranties, collateral agreements, or conditions concerning the subject matter of this Agreement except as herein specified.

6.4 This Agreement will be governed by and construed in accordance with the laws of the State of Nevada. The parties hereby attorn to the jurisdiction of the courts Clark County, Nevada with respect to any legal proceedings arising from this Agreement.

6.5 The representations and warranties of the parties contained in this Agreement shall survive the closing of the purchase and sale of the Shares and Debt and shall continue in full force and effect for a period of one year.

6.7 This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.

6.8 Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date set forth on page one of this Agreement.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK.]

Each of the parties hereto has executed this Agreement to be effective as of the day and year first above written.

SELLERS:

/s/ Siew Mee Fam
Siew Mee Fam

/s/ Sze Yein Wong
Sze Yein Wong

PURCHASER:

/s/ Randall McCoy
Randall McCoy

NONE OF THE SECURITIES TO WHICH THIS PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT (THE "SUBSCRIPTION AGREEMENT") RELATES HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO U.S. PERSONS (AS THAT TERM IS DEFINED IN REGULATION S UNDER THE 1933 ACT) EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

DEBT CONVERSION AGREEMENT

TO: Randall McCoy

FROM: Windstar, Inc. (the “Company”)

PURCHASE OF SHARES

1. Subscription

1.1. On the basis of the representations and warranties and subject to the terms and conditions set forth herein, the undersigned (the “Subscriber”) hereby irrevocably agrees to convert the entire amount of principal and any accrued interest due held by Subscriber in the aggregate amount of $2,250.00 (the “Debt”) into common shares of the Company (such subscription and agreement to convert being the “Subscription”), for an aggregate of 225,000 common shares of the Company (the “Shares”).

1.2. On the basis of the representations and warranties and subject to the terms and conditions set forth herein, the Company hereby irrevocably agrees to issue the Shares to the Subscriber in exchange for and upon the conversion of the Debt. The Subscriber hereby agrees that upon delivery of the Shares by the Company in accordance with the provisions of this Subscription Agreement, all amounts outstanding under the Debt, including unpaid principal and any accrued interest will be fully satisfied and extinguished, and the Subscriber will remise, release and forever discharge the Company and its respective directors, officers, employees, successors, solicitors, agents and assigns from any and all obligations relating to the Debt and any prior or related obligation or agreement.

1.3. Unless otherwise provided, all dollar amounts referred to in this Subscription Agreement are in lawful money of the United States of America.

2. Payment

2.1. The Subscriber agrees to convert the Debt into Shares of the Company as provided herein.

3. Documents Required from Subscriber

3.1. The Subscriber must complete, sign and return to the Company the following documents:

(a) Two (2) executed copies of this Subscription Agreement; and

(b) An Accredited Investor Questionnaire in the form attached as Exhibit A (the "Questionnaire");

3.2. The Subscriber shall complete, sign and return to the Company as soon as possible, on request by the Company, any additional documents, questionnaires, notices and undertakings as may be required by any regulatory authorities and applicable law.

4. Closing

4.1. Closing of the transactions contemplated by this Subscription Agreement shall occur on such date as may be mutually agreed by the Company and Subscriber (the "Closing Date").

5. Acknowledgements and Agreements of Subscriber

5.1 The Subscriber acknowledges and agrees that:

(a) the Shares are "restricted securities" as that term is defined in Rule 144 promulgated by the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), the resale of the Shares is restricted by federal and state securities laws and, accordingly, the Shares must be held indefinitely unless their resale is subsequently registered under the Securities Act or an exemption from such registration is available for their resale;

(b) Other than as contemplated herein, the Subscriber acknowledges that the Company has not undertaken, and will have no obligation, to register any of the Shares under the 1933 Act;

(c) By completing the Questionnaire, the Subscriber is representing and warranting that the Subscriber is an accredited investor as the term is defined in Rule 501 of Regulation D;

(d) The decision to execute this Subscription Agreement and acquire the Shares agreed to be purchased hereunder has not been based upon any oral or written representation as to fact or otherwise made by or on behalf of the Company;

(e) The Subscriber and the Subscriber's advisor(s) have had a reasonable opportunity to ask questions of and receive answers from the Company in connection with the issuance of the Shares hereunder, and to obtain additional information, to the extent possessed or obtainable without unreasonable effort or expense, necessary to verify the accuracy of the information about the Company;

(f) The books and records of the Company were available upon reasonable notice for inspection, subject to certain confidentiality restrictions, by the Subscriber during reasonable business hours at its principal place of business, and all documents, records and books in connection with the distribution of the Shares hereunder have been made available for inspection by the Subscriber, the Subscriber's lawyer and/or advisor(s);

(g) The Company is entitled to rely on the representations and warranties of the Subscriber contained in this Subscription Agreement and the Questionnaire and the Subscriber will hold harmless the Company from any loss or damage it or they may suffer as a result of the Subscriber's failure to correctly complete this Subscription Agreement or the Questionnaire;

(h) The Subscriber will indemnify and hold harmless the Company and, where applicable, its directors, officers, employees, agents, advisors and shareholders, from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation or warranty of the Subscriber contained in this Subscription Agreement, the Questionnaire or in any document furnished by the Subscriber to the Company in connection herewith being untrue in any material respect or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber to the Company in connection therewith;

(i) The Subscriber has been advised to consult the Subscriber's own legal, tax and other advisors with respect to the merits and risks of an investment in the Shares and with respect to applicable resale restrictions, and it is solely responsible (and the Company is not in any way responsible) for compliance with: (i) any applicable laws of the jurisdiction in which the Subscriber is resident in connection with the distribution of the Shares hereunder, and (ii) applicable resale restrictions;

(j) Neither the Commission nor any other securities commission or similar regulatory authority has reviewed or passed on the merits of any of the Shares;

(k) No documents in connection with the sale of the Shares hereunder have been reviewed by the Commission or any state securities administrators;

(l) There is no government or other insurance covering any of the Shares;

(m) This Subscription Agreement is not enforceable by the Subscriber unless it has been accepted by the Company.

6. Representations, Warranties and Covenants of the Subscriber

6.1. The Subscriber hereby represents and warrants to and covenants with the Company (which representations, warranties and covenants shall survive the Closing) that:

(a) It has the legal capacity and competence to enter into and execute this Subscription Agreement and to take all actions required pursuant hereto and, if the Subscriber is a corporate entity, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Subscription Agreement on behalf of the Subscriber;

(b) The entering into of this Subscription Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of any law applicable to, or, if the Subscriber is a corporate entity, the documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber is or may be bound;

(c) The Subscriber has duly executed and delivered this Subscription Agreement and it constitutes a valid and binding agreement of the Subscriber enforceable against the Subscriber;

(d) The Subscriber has received and carefully read this Subscription Agreement;

(e) The Subscriber is resident in the jurisdiction set out under the heading "Name and Address of Subscriber" on the signature page of this Subscription Agreement;

(f) The Subscriber is purchasing the Shares pursuant to exemptions from prospectus or equivalent requirements under applicable securities laws;

(g) The Subscriber is acquiring the Shares as principal for investment only and not with a view to resale or distribution;

(h) The Subscriber is aware that an investment in the Company is speculative and involves certain risks, including the possible loss of the entire investment;

(i) The Subscriber has made an independent examination and investigation of an investment in the Shares and the Company and has depended on the advice of its legal and financial advisors and agrees that the Company will not be responsible in any way whatsoever for the Subscriber's decision to invest in the Shares and the Company;

(j) The Subscriber (i) has adequate net worth and means of providing for its current financial needs and possible personal contingencies, (ii) has no need for liquidity in this investment, and (iii) is able to bear the economic risks of an investment in the Shares for an indefinite period of time;

(k) The Subscriber understands and agrees that the Company and others will rely upon the truth and accuracy of the acknowledgements, representations and agreements contained in this Subscription Agreement and the Questionnaire and agrees that if any of such acknowledgements, representations and agreements are no longer accurate or have been breached, the Subscriber shall promptly notify the Company;

(l) The Subscriber (i) is able to fend for him/her/itself in the Subscription; (ii) has such knowledge and experience in business matters as to be capable of evaluating the merits and risks of its prospective investment in the Shares; and (iii) has the ability to bear the economic risks of its prospective investment and can afford the complete loss of such investment;

(m) The Subscriber understands and agrees that the Shares are “restricted securities” as that term is defined in Rule 144 promulgated by the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”), the resale of the Shares is restricted by federal and state securities laws and, accordingly, the Shares must be held indefinitely unless their resale is subsequently registered under the Securities Act or an exemption from such registration is available for their resale;

(n) By completing the Questionnaire, the Subscriber is representing and warranting that it is an "accredited investor" as that term is defined in Rule 501 of Regulation D of the 1933 Act;

(o) All information contained in the Questionnaire is complete and accurate and may be relied upon by the Company, and the Subscriber will notify the Company immediately of any material change in any such information occurring prior to the closing of the purchase of the Shares;

(p) The Subscriber is not an underwriter of, or dealer in, the common shares of the Company, nor is the Subscriber participating, pursuant to a contractual agreement or otherwise, in the distribution of the Shares;

(q) The Subscriber is not aware of any advertisement of any of the Shares and is not acquiring the Shares as a result of any form of general solicitation or general advertising including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising; and

(r) The Subscriber acknowledges and agrees that the Company shall not consider the Subscriber's Subscription for acceptance unless the undersigned provides to the Company, along with an executed copy of this Subscription Agreement: (i) a fully completed and executed Questionnaire in the form attached hereto as Exhibit A, and (ii) such other supporting documentation that the Company or its legal counsel may request to establish the Subscriber's qualification as a qualified investor.

7. Representations and Warranties Will be relied upon by the Company

7.1. The Subscriber acknowledges that the representations and warranties contained herein are made by it with the intention that such representations and warranties may be relied upon by the Company and its legal counsel in determining the Subscriber's eligibility to acquire the Shares under applicable securities legislation, or (if applicable) the eligibility of others on whose behalf it is contracting hereunder to purchase the Shares under applicable securities legislation. The Subscriber further agrees that by accepting delivery of the certificates representing the Shares on the Closing Date, it will be representing and warranting that the representations and warranties contained herein are true and correct as at the Closing Date with the same force and effect as if they had been made by the Subscriber on the Closing Date and that they will survive the acquisition by the Subscriber of the Shares and will continue in full force and effect notwithstanding any subsequent disposition by the Subscriber of such securities.

8. Resale Restrictions

8.1. The Subscriber acknowledges that any resale of the Shares will be subject to resale restrictions contained in the securities legislation applicable to the Subscriber or proposed transferee. The Subscriber acknowledges that none of the Shares have been registered under the 1933 Act or the securities laws of any state of the United States. None of the Shares may be offered or sold in the United States unless registered in accordance with United States federal securities laws and all applicable state and provincial securities laws or exemptions from such registration requirements are available.

9. Acknowledgement and Waiver

9.1. The Subscriber has acknowledged that the decision to acquire the Shares was solely made on the basis of publicly available information. The Subscriber hereby waives, to the fullest extent permitted by law, any rights of withdrawal, rescission or compensation for damages to which the Subscriber might be entitled in connection with the distribution of any of the Shares.

10. Legending and Registration of Subject Securities

10.1. The Subscriber hereby acknowledges that a legend may be placed on the certificates representing the Shares to the effect that the Shares represented by such certificates are subject to a hold period and may not be traded until the expiry of such hold period except as permitted by applicable securities legislation.

10.2. The Subscriber hereby acknowledges and agrees to the Company making a notation on its records or giving instructions to the registrar and transfer agent of the Company in order to implement the restrictions on transfer set forth and described in this Agreement.

11. Governing Law

11.1. This Subscription Agreement is governed by the laws of the State of Nevada.

12. Survival

12.1. This Subscription Agreement, including without limitation the representations, warranties and covenants contained herein, shall survive and continue in full force and effect and be binding upon the parties hereto notwithstanding the completion of the purchase of the Shares by the Subscriber pursuant hereto.

13. Assignment

13.1. This Subscription Agreement is not transferable or assignable.

14. Severability

14.1. The invalidity or unenforceability of any particular provision of this Subscription Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Subscription Agreement.

15. Entire Agreement

15.1. Except as expressly provided in this Subscription Agreement and in the agreements, instruments and other documents contemplated or provided for herein, this Subscription Agreement contains the entire agreement between the parties with respect to the sale of the Shares and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute or common law, by the Company or by anyone else.

16. Counterparts and Electronic Means

16.1. This Subscription Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall constitute an original and all of which together shall constitute one instrument. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date hereinafter set forth.

IN WITNESS WHEREOF the Subscriber has duly executed this Subscription Agreement as of the date of acceptance by the Company.

By: /s/ Randall McCoy
Randall McCoy

_____
(Address of Subscriber)

_____
(City, State or Province, Postal Code of Subscriber)

ACCEPTANCE

The foregoing Subscription Agreement is hereby accepted by Windstar, Inc.

DATED the 15th day of July, 2010.

Windstar, Inc.

By: /s/ Randall E. McCoy
Authorized Signatory

EXHIBIT A

ACCREDITED INVESTOR QUESTIONNAIRE

All capitalized terms herein, unless otherwise defined, have the meanings ascribed thereto in the Subscription Agreement.

This Questionnaire is for use by the Subscriber who has indicated an interest in purchasing the Shares to be issued by Go All In, Inc. (the "Company"). The purpose of this Questionnaire is to assure the Company that the Subscriber will meet the standards imposed by the United States Securities Act of 1933 (the "1933 Act") and the appropriate exemptions of applicable state securities laws. The Company will rely on the information contained in this Questionnaire for the purposes of such determination. The Shares will not be registered under the 1933 Act in reliance upon the exemption from registration afforded by Section 3(b) and/or Section 4(2) and Regulation D of the 1933 Act. This Questionnaire is not an offer of the Shares or any other securities of the Company in any state other than those specifically authorized by the Company.

All information contained in this Questionnaire will be treated as confidential. However, by signing and returning this Questionnaire, the Subscriber agrees that, if necessary, this Questionnaire may be presented to such parties as the Company deems appropriate to establish the availability, under the 1933 Act or applicable state securities law, of an exemption from registration in connection with the sale of the Securities hereunder.

The Subscriber covenants, represents and warrants to the Company that it satisfies one or more of the categories of "Accredited Investors", as defined by Regulation D promulgated under the 1933 Act, as indicated below: (Please initial in the space provide those categories, if any, of an "Accredited Investor" which the Subscriber satisfies)

____ Category 1 An organization described in Section 501(c)(3) of the United States Internal Revenue Code, a corporation, a Massachusetts or similar business trust or partnership, not formed for the specific purpose of acquiring the Securities, with total assets in excess of US $5,000,000;

____ Category 2 A natural person whose individual net worth, or joint net worth with that person's spouse, on the date of purchase exceeds US $1,000,000;

____ Category 3 A natural person who had an individual income in excess of US $200,000 in each of the two most recent years or joint income with that person's spouse in excess of US $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

____ Category 4 A "bank" as defined under Section (3)(a)(2) of the 1933 Act or savings and loan association or other institution as defined in Section 3(a)(5)(A) of the 1933 Act acting in its individual or fiduciary capacity; a broker dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934 (United States); an insurance company as defined in Section 2(13) of the 1933 Act; an investment company registered under the Investment Company Act of 1940 (United States) or a business development company as defined in Section 2(a)(48) of such Act; a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958 (United States); a plan with total assets in excess of $5,000,000 established and maintained by a state, a political subdivision thereof, or an agency or instrumentality of a state or a political subdivision thereof, for the benefit of its employees; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 (United States) whose investment decisions are made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000, or, if a self-directed plan, whose investment decisions are made solely by persons that are accredited investors;

____ Category 5 A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (United States);

____ Category 6 A director or executive officer of the Company;

____ Category 7 A trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the 1933 Act;

____ Category 8 An entity in which all of the equity owners satisfy the requirements of one or more of the foregoing categories;

Note that the Subscriber claiming to satisfy one of the above categories of Accredited Investor may be required to supply the Company with a balance sheet, prior years' federal income tax returns or other appropriate documentation to verify and substantiate the Subscriber's status as an Accredited Investor.

If the Subscriber is an entity which initialled Category 8 in reliance upon the Accredited Investor categories above, state the name, address, total personal income from all sources for the previous calendar year, and the net worth (exclusive of home, home furnishings and personal automobiles) for each equity owner of the said entity:

The Subscriber hereby certifies that the information contained in this Questionnaire is complete and accurate and the Subscriber will notify the Company promptly of any change in any such information. If this Questionnaire is being completed on behalf of a corporation, partnership, trust or estate, the person executing on behalf of the Subscriber represents that it has the authority to execute and deliver this Questionnaire on behalf of such entity.

IN WITNESS WHEREOF, the undersigned has executed this Questionnaire as of the ___ day of _____, 2010.

By: /s/ Randall McCoy
Randall McCoy