REGENICIN, INC.

FORM 8-K
(Current report filing)

Filed 08/18/10 for the Period Ending 08/18/10

Address	10 HIGH COURT LITTLE FALLS, NJ 07424
Telephone	646-403-3581
CIK	0001412659
Symbol	RGIN
SIC Code	3564 - Industrial and Commercial Fans and Blowers and Air Purification Equipment
Industry	Biotechnology & Drugs
Sector	Healthcare
Fiscal Year	09/30

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): August 13, 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

_____
(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 – Registrant's Business and Operations

Item 1.01 Entry into a Material Definitive Agreement

Securities Purchase Agreement

On August 13, 2010, we sold 4,032,258 shares of our common stock as part of a Securities Purchase Agreement with certain accredited investors (the "Purchasers") pursuant to an Initial partial closing of a Private Placement Offering. We received aggregate gross proceeds from the Purchasers of $2,500,000 from the sale of the common stock.

The Purchasers are entitled to certain contractual benefits under the Securities Purchase Agreement, which are summarized as follows:

- For as long as any Purchaser holds our securities, the right to participate in any subsequent financing of our company;
- For as long as any Purchaser holds our securities, restrictions on our ability to issue securities that are convertible into common stock at some future or variable price; and
- For twelve months, restrictions on our ability to undertake a reverse or forward stock split of our common stock.

Further under the Securities Purchase Agreement, we are permitted to issue common shares that are exempt from the above restrictions in certain instances, including limited issuances to employees, officers or directors of the Company pursuant to any stock or option plan.

Pursuant to a Registration Rights Agreement that accompanies the Securities Purchase Agreement, we agreed to file an initial registration statement covering the resale of the common stock no later than 45 days from the closing of the complete Offering and to have such registration statement declared effective no later than 180 days from filing of the registration statement. The Private Placement Offering is still in process and is not expected to close until September 4, subject to a possible 30 day board extension. If we do not timely file the registration statement, cause it to be declared effective by the required date, or maintain the filing, then each Purchaser in the offering will be entitled to liquidated damages equal to 1% of the aggregate purchase price paid by such Purchaser for the securities, and an additional 1% for each month that we do not file the registration statement, cause it to be declared effective, of fail to maintain the filing.

The foregoing is not a complete summary of the terms of the offering described in this Item 1.01, and reference is made to the complete text of the Securities Purchase Agreement and the Registration Rights Agreement attached hereto as Exhibits 10.1 and 10.2.

Lonza Agreement

Under the Know How License and Stock Purchase Agreement (the "Lonza Agreement") that we signed with Lonza Walkersville, Inc. ("Lonza"), upon the payment of $3 million to Lonza we will receive an exclusive license to use certain proprietary know-how and information necessary to develop and seek approval by the U.S. Food and Drug Administration ("FDA") for the commercial sale of PermaDerm™, and Lonza will provide us with certain related assistance and support. We have previously paid Lonza a total of $700,000 toward this Agreement. Following the Initial Closing of the above stock sale, we directed our escrow agent to disperse the remaining $2,300,000 to Lonza to fulfill our obligations under the Lonza Agreement.

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. Critically, self-to-self skin grafts for permanent skin tissue is not rejected by the immune system of the patient, unlike with porcine or cadaver grafts in which rejection is an important possibility.

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 the necessary approvals for PermaDerm™ and possible related products.

Lock-up Agreements and Reserve for Equity Incentive Plan

At the Initial partial Close of the Private Placement Offering, all officers, directors and key employees of our company, as well as any 5% holders of our securities, entered into lock-up agreements with us for a term of 12 months whereby they agreed to certain restrictions on the sale or disposition of all the common shares held by them.

Our CEO, Randall McCoy further agreed to restrict the sale of 11,288,850 shares of his common stock representing 20% of the number of shares of common stock beneficially owned by him, until such time as we receive approval from the FDA for the commercial sale of PermaDerm™.

Mr. McCoy also agreed to cancel and return to our treasury 4,428,360 shares of his common stock to off-set the potential dilution caused by an equity incentive plan for directors involving the same number of shares that we intend to adopt in the near future.

SECTION 3 – Securities and Trading Markets

Item 3.02 Unregistered Sales of Equity Securities

The information set forth in Item 1.01 of this Current Report on Form 8-K that relates to the unregistered sales of equity securities is incorporated by reference into this Item 3.02.

Aside from the $2,500,000 that was raised in the Initial partial Closing of the Private Placement Offering described in Item 1.01, we converted our senior secured convertible promissory notes (the "Bridge Notes") in the aggregate principal amount of $750,000 that were previously issued to ten accredited investors into common stock. The Bridge Notes provided for a conversion rate of one share per $0.465 of principal and interest. These conversion terms effectively represent a 25% discount to the purchase price per share in the Private Placement Offering. As such, we issued 1,559,140 shares of our common stock to the note holders.

NewOak Capital Markets LLC and Smith Point Capital, Ltd. acted as placement agents with respect to the Offering and agreed to exchange their Offering fee of3.5% of the aggregate amount raised into an Offering Subscription at the price per share equal to the other purchasers in the Offering.

The common stock was offered solely to "accredited investors" in reliance on the exemption from registration afforded by Section 4(2) of the Securities Act of 1933, as amended, and/or Rule 506 of Regulation D promulgated thereunder.

Section 9 – Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits

Exhibit No.	**Description**
10.1	Form of Securities Purchase Agreement
10.2	Form of Registration Rights Agreement
10.3	Form of Lock-Up Agreement
10.4	Know-How and Stock Purchase Agreement*
10.5	Agreement

*Will be filed in the Company's next periodic report with the Securities and Exchange Commission under a request for confidential treatment.

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: August 18, 2010

SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this " Agreement ") is dated as of July __, 2010 between Regenicin, Inc. (f/k/a/ Windstar, Inc.), a Nevada corporation (the " Company "), and each purchaser identified on the signature pages hereto (each, including its successors and assigns, a " Purchaser " and collectively the " Purchasers ").

RECITALS:

WHEREAS, the Company has entered into a Know-How License and Stock Purchase Agreement with Lonza Walkersville, Inc. ("Lonza") pursuant to which the Company will acquire certain license and other intellectual property rights from Lonza with which it intends to develop and commercialize tissue-engineered skin substitutes to restore the qualities of healthy human skin (the " Lonza Transaction ");

WHEREAS, as a condition to the consummation of the Lonza Transaction, and to provide the capital required by the Company to execute its business strategy as more particularly set forth in the accompanying Confidential Private Placement Memorandum ("Offering Memorandum"), the Company is offering pursuant to Section 4(2) of the Securities Act of 1933, as amended (the " Securities Act "), and Rule 506 promulgated thereunder, to accredited investors (the " Offering "), 7,258,065 shares (each a " Share ") of the Company's common stock, $0.001 par value per share (the " Common Stock ") for an aggregate purchase price of $4,500,000.

WHEREAS, the Purchaser desires to subscribe for, purchase and acquire from the Company and the Company desires to sell and issue to the Purchaser the number of Shares, set forth on the signature page of this Agreement upon the terms and conditions and subject to the provisions hereinafter set forth;

WHEREAS, in connection with the purchase of the Shares, the Company and the Purchasers will execute a Registration Rights Agreement dated as of the date hereof pursuant to which the Company will provide certain registration rights to the Purchasers (the " Registration Rights Agreement "); and

WHEREAS, the Company and Cane Clark, LLP (the " Escrow Agent ") have entered into an Escrow Agreement (the " Escrow Agreement ") to provide for the safekeeping of funds received and documents executed in connection with the Offering.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Purchasers agree as follows:

ARTICLE I.
DEFINITIONS

1.1 Definitions . In addition to the terms defined elsewhere in this Agreement the following terms have the meanings set forth in this Section 1.1:

" Action " shall have the meaning ascribed to such term in Section 3.1(j).

" Advisor " shall mean Broadsmoore Financial Group, LLC.

" Affiliate " means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act. With respect to a Purchaser, any investment fund or managed account that is managed on a discretionary basis by the same investment manager as such Purchaser will be deemed to be an Affiliate of such Purchaser.

" Board of Directors " means the board of directors of the Company.

" Bridge Notes " means the 5% senior secured convertible promissory notes of Vectoris Pharma, LLC issued in connection with the Transactions contemplated hereby and assumed by the Company incident to the Lonza Transaction.

" Business Day " means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

" Closing " means a closing of the purchase and sale of the Shares pursuant to Section 2.1.

" Closing Date " means, with respect to any purchase of Shares hereunder at a Closing, the Business Day when all of the Transaction Documents have been executed and delivered by the applicable parties thereto, and all conditions precedent to (i) the Purchasers' obligations to pay the Subscription Amount for such Shares at the applicable Closing and (ii) the Company's obligations to deliver such Shares at the applicable Closing have been satisfied or waived, including without limitation the Company's written acceptance of the subscriptions for such Shares as set forth in Section 2.1.

" Commission " means the Securities and Exchange Commission.

" Common Stock " means the common stock of the Company, par value $0.001per share, and any other class of securities into which such securities may hereafter be reclassified or changed into.

" Common Stock Equivalents " means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

" Company Counsel " means Cane Clark, LLP.

" Disclosure Schedules " shall have the meaning ascribed to such term in Section 3.1.

" Escrow Agent " means Cane Clark, LLP

" Exchange Act " means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

" Exempt Issuance " means the issuance of (a) shares of Common Stock (including shares underlying options) or options to employees, officers, directors or other permitted grantees (provided that issuances to other permitted grantees shall not exceed 500,000 shares in any 12 month period (subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of this Agreement)) of the Company pursuant to any existing or future stock or option plan duly adopted by the Board of Directors (including the affirmative vote of a majority of the non-employee members of the Board of Directors, if any, or a majority of the members of a committee of non-employee directors, if any), (b) securities exercisable or exchangeable for or convertible into shares of Common Stock issued and outstanding on the date of this Agreement, provided that such securities have not been amended since the date of this Agreement to increase the number of such securities or to decrease the exercise, exchange or conversion price of such securities, and (c) securities issued pursuant to acquisitions or strategic transactions approved by the Board of Directors (including the affirmative vote of a majority of the non-employee members of the Board of Directors of the Company, if any) provided that any such issuance shall only be to a Person which is, itself or through its subsidiaries, an operating company in a business compatible with the business objectives of the Company and in which the Company receives benefits in addition to the investment of funds (or to the stockholders or other owners of such Person), but shall not include a transaction in which the Company is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities.

" GAAP " shall have the meaning ascribed to such term in Section 3.1(h).

" Indebtedness " shall have the meaning ascribed to such term in Section 3.1(y).

" Intellectual Property Rights " shall have the meaning ascribed to such term in Section 3.1(o).

" Liens " means a lien, charge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

" Majority in Interest " means more than 50% of the Shares held by the Purchasers at any given time.

" Material Adverse Effect " shall have the meaning assigned to such term in Section 3.1(b).

" Material Permits " shall have the meaning ascribed to such term in Section 3.1(m).

" Lonza Agreement " means the Know-How License and Stock Purchase Agreement by and between the Company and Lonza, pursuant to which the Company will acquire certain license and other intellectual property rights from Lonza with which it intends to develop and commercialize a life saving technology by the introduction of tissue-engineered skin substitutes to restore the qualities of healthy human skin.

" Non-Affiliate ", as of particular date, means a Person who is not then an "affiliate" of the Company, as such term is used in Rule 144, and who has not been such an affiliate during the then immediately preceding 90 days.

" Person " means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

" Per Share Purchase Price " equals $0.62, subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of this Agreement and on or before the Closing.

" Proceeding " means an action, claim, suit, investigation or proceeding (including, without limitation, an informal investigation or partial proceeding, such as a deposition), whether commenced or threatened.

" Purchaser Party " shall have the meaning ascribed to such term in Section 4.8.

Ò Qualified Equity Financing Ó means any transaction undertaken by the Company to raise funds for general working capital purposes in exchange for the sale of its equity securities or any other securities that may be converted into or exchanged for its equity securities or on the exercise of which its equity securities may be purchased, with or without additional consideration. For the avoidance of doubt, a Qualified Equity Financing shall not include any issuance of shares by the Company where such issuance either (i) constitutes an Exempt Issuance or an issuance under the Company's equity incentive plans, (ii) is made in exchange for services provided to the Company or its Subsidiaries, so long as the value of the shares issued do not exceed $500,000 for any one service provider or $2,000,000 in the aggregate, (iii) to any underwriter or financial advisor to the Company or its Subsidiaries or (iv) in any transaction the purpose of which shall be for the Company or any Subsidiary to acquire the business of another entity.

" Registration Rights Agreement " means the Registration Rights Agreement, dated the date hereof, among the Company and the Purchasers, in the form of Exhibit A attached hereto.

" Registration Statement " means a registration statement meeting the requirements set forth in the Registration Rights Agreement and covering the resale of the Shares by each Purchaser as provided for in the Registration Rights Agreement.

" Rule 144 " means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

" Securities Act " means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

" Shares " means the shares of Common Stock issued or issuable to each Purchaser pursuant to this Agreement.

" Short Sales " means all "short sales" as defined in Rule 200 of Regulation SHO under the Exchange Act (but shall not be deemed to include the location and/or reservation of borrowable shares of Common Stock).

" Subscription Amount " means, as to each Purchaser, the aggregate amount to be paid for Shares purchased hereunder as specified below such Purchaser's name on the signature page of this Agreement and next to the heading "Subscription Amount," in United States dollars and in immediately available funds.

" Subsidiary " means any subsidiary of the Company as set forth on Schedule 3.1(a) and shall, where applicable, include any direct or indirect subsidiary of the Company formed or acquired after the date hereof.

" Trading Day " means a day on which the New York Stock Exchange is open for trading.

" Trading Market " means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the American Stock Exchange, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board.

" Transaction Documents " means this Agreement, the Registration Rights Agreement, and all exhibits and schedules thereto and hereto and any other documents or agreements executed in connection with the transactions contemplated hereunder.

" Transfer Agent " means Empire Stock Transfer, Inc., or such other transfer agent as the Company may from time to time employ.

" VWAP " means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted for trading as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time); (b) if the OTC Bulletin Board is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the OTC Bulletin Board; (c) if the Common Stock is not then quoted for trading on the OTC Bulletin Board and if prices for the Common Stock are then reported in the "Pink Sheets" published by Pink Sheets, LLC (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported; or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by a Majority in Interest and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

ARTICLE II.
PURCHASE AND SALE

2.1 Closing . On the Closing Date, upon the terms and subject to the conditions set forth herein, substantially concurrent with the execution and delivery of this Agreement by the parties hereto, the Company agrees to sell, and the Purchasers, severally and not jointly, agree to purchase, 7,258,065 of shares of Common Stock at the Per Share Purchase Price for an aggregate purchase price of $4,500,000 (the "Purchase Price"). Each Purchaser shall deliver to the Escrow Agent, via wire transfer or a certified check, immediately available funds equal to its Subscription Amount and the Company shall cause its transfer agent to deliver to each Purchaser the Shares purchased hereunder, as determined pursuant to Section 2.2(a), and the Company and each Purchaser shall deliver the other items set forth in Section 2.2 deliverable at the Closing. Upon satisfaction of the conditions set forth in Sections 2.2 and 2.3, and receipt of subscriptions for 7,258,065 Shares, a Closing shall occur at the offices of the Company or such other location as the parties shall mutually agree.

2.2 Deliveries .

(a) On or promptly after the Closing Date the Company shall deliver or cause to be delivered to each Purchaser purchasing at that Closing the following:

(i) this Agreement duly executed by the Company;

(ii) a certificate evidencing a number of Shares equal to such Purchaser's Subscription Amount divided by the Per Share Purchase Price; and

(b) On or before the Closing Date, each Purchaser shall deliver or cause to be delivered to the Company the following:

(i) this Agreement duly executed by the Purchaser; and

(ii) the Subscription Amount by wire transfer to the Escrow Agent to the account specified in Exhibit C attached hereto.

2.3 Closing Conditions .

(a) The obligations of the Company hereunder in connection with the Closing are subject to the following conditions being met:

(i) the Lonza Agreement shall have been executed;

(ii) the accuracy in all material respects on the Closing Date of the representations and warranties of the Purchasers contained herein;

(iii) all obligations, covenants and agreements of the Purchaser required to be performed at or prior to the Closing Date shall have been performed;

(iv) Company's written acceptance of subscriptions referenced in Section 2.1, which acceptance shall be at the sole discretion of the Company; and

(v) the delivery by the Purchaser of the items set forth in Section 2.2(b) of this Agreement.

(b) The respective obligations of the Purchasers hereunder in connection with the Closing are subject to the following conditions being met:

(i) the Lonza Agreement shall have been executed;

(ii) the accuracy in all material respects when made and on the Closing Date of the representations and warranties of the Company contained herein;

(iii) all obligations, covenants and agreements of the Company required to be performed at or prior to the Closing Date shall have been performed;

(iv) the delivery by the Company of the items set forth in Section 2.2(a) of this Agreement;

(v) there shall have been no Material Adverse Effect with respect to the Company since the date hereof; and

(vi) from the date hereof to the Closing Date, a banking moratorium shall not have been declared either by the United States or New York State authorities nor shall there have occurred any material outbreak or escalation of hostilities or other national or international calamity of such magnitude in its effect on, or any material adverse change in, any financial market which, in each case, in the reasonable judgment of the Purchaser, makes it impracticable or inadvisable to purchase the Shares at the Closing.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company . As used in this Article III, the Company shall mean the Company after giving effect to the closing of the transactions contemplated by the Lonza Agreement. Except as set forth in the disclosure schedules attached hereto (the " Disclosure Schedules "), which Disclosure Schedules shall be deemed a part hereof and shall qualify any representation or warranty made herein to the extent of the disclosure contained in the corresponding section of the Disclosure Schedules, provided the disclosures in any section or subsection of the Disclosure Schedules shall qualify only the corresponding section or subsection in this Article III, the Company hereby makes the following representations and warranties to the Purchaser:

(a) Subsidiaries . All of the direct and indirect subsidiaries of the Company are set forth on Schedule 3.1(a) . The Company owns, directly or indirectly, all of the capital stock or other equity interests of each Subsidiary free and clear of any Liens, and all of the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities. If the Company has no subsidiaries, all other references to the Subsidiaries or any of them in the Transaction Documents shall be disregarded.

(b) Organization and Qualification . The Company and each of the Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization (as applicable), with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation or default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and the Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, does not have and would not reasonably be expected to result in (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material adverse effect on the results of operations, assets, business, or condition (financial or otherwise) of the Company and the Subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under any Transaction Document (any of (i), (ii), or (iii), a " Material Adverse Effect ") and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(c) Authorization; Enforcement . The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by each of the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of each of the Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Board of Directors or the Company's stockholders in connection therewith. Each Transaction Document has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(d) No Conflicts . Except as set forth on Schedule 2.1(d), the execution, delivery and performance of the Transaction Documents by the Company and the consummation by the Company of the other transactions contemplated hereby and thereby do not and will not: (i) conflict with or violate any provision of the Company's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, or (ii) conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected; except in the case of clause (ii), such as does not have and would not reasonably be expected to result in a Material Adverse Effect.

(e) Filings, Consents and Approvals . The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than the filing of Form D with the Commission and such filings as are required to be made under applicable state securities laws.

(f) Issuance of the Shares . The Shares are duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company other than restrictions on transfer provided for in the Transaction Documents.

(g) Capitalization . The capitalization of the Company is as set forth on Schedule 3.1(g) . No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents. Except as set forth in Schedule 3.1(g) , as a result of the purchase and sale of the Shares, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any Common Stock or Common Stock Equivalents, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional Common Stock or Common Stock Equivalents. The issuance and sale of the Shares will not obligate the Company to issue Common Stock or Common Stock Equivalents or other securities to any Person (other than the Purchasers) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under any of such securities. All of the outstanding Common Stock or Common Stock Equivalents are validly issued, fully paid and nonassessable, have been issued in compliance with all federal and state securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. No further approval or authorization of any stockholder, the Board of Directors or other Person is required for the issuance and sale of the Shares. There are no stockholders agreements, voting agreements or other similar agreements with respect to the Company's Common Stock or Common Stock Equivalents to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders.

(h) Intentionally Omitted

(i) Intentionally Omitted

(j) Litigation . Other than as set forth on Schedule 3.1(j) , there is no action, suit, inquiry, notice of violation, or investigation pending or, to the knowledge of the Company, threatened against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an " Action ") or Proceeding which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Shares or (ii) would, if there were an unfavorable decision, reasonably be expected to result in, a Material Adverse Effect. Neither the Company nor any Subsidiary, nor any manager, director or officer thereof, is or has been the subject of any Action or Proceeding involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation or Proceeding by the Commission involving the Company or any current or former director or officer of the Company.

(k) Labor Relations . No material labor dispute exists or, to the knowledge of the Company, is imminent with respect to any of the employees of the Company which does have or would reasonably be expected to result in a Material Adverse Effect. None of the Company's or its Subsidiaries' employees is a member of a union that relates to such employee's relationship with the Company or such Subsidiary, and neither the Company nor any of its Subsidiaries is a party to a collective bargaining agreement, and the Company and its Subsidiaries believe that their relationships with their employees are good. No executive officer, to the knowledge of the Company, is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant in favor of any third party, and the continued employment of each such executive officer does not subject the Company or any of its Subsidiaries to any liability with respect to any of the foregoing matters. The Company and its Subsidiaries are in compliance with all U.S. federal, state, local and foreign laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(l) Compliance . Neither the Company nor any Subsidiary (i) is in violation of any order of any court, arbitrator or governmental body, or (ii) is or has been in violation of any statute, rule or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws applicable to its business and all such laws that affect the environment, except in each case as would not reasonably be expected to result in a Material Adverse Effect.

(m) Regulatory Permits . The Company and the Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses, except where the failure to possess such permits would not reasonably be expected to result in a Material Adverse Effect (" Material Permits "), and neither the Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any Material Permit.

(n) Title to Assets . The Company and the Subsidiaries have good and marketable title in fee simple to all real property owned by them and good and marketable title in all personal property owned by them that is material to the business of the Company and the Subsidiaries, in each case free and clear of all Liens, except for Liens as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and the Subsidiaries and Liens for the payment of federal, state or other taxes, the payment of which is neither delinquent nor subject to penalties. Any real property and facilities held under lease by the Company and the Subsidiaries are held by them under valid, subsisting and enforceable leases with which the Company and the Subsidiaries are in compliance, except in each case as would not reasonably be expected to result in a Material Adverse Effect.

(o) Patents and Trademarks . The Company and the Subsidiaries have, or have rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights necessary or material for use in connection with their respective businesses and which the failure to so have could have a Material Adverse Effect (collectively, the " Intellectual Property Rights "). Neither the Company nor any Subsidiary has received a notice (written or otherwise) that any of the Intellectual Property Rights used by the Company or any Subsidiary violates or infringes upon the rights of any Person. To the knowledge of the Company, all such Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the Intellectual Property Rights. The Company and its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties, except where failure to do so would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(p) Insurance . Except as disclosed in Schedule 3.1(p) , the Company and the Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which the Company and the Subsidiaries are engaged, including, but not limited to, directors and officers insurance coverage at least equal to the Subscription Amount. Neither the Company nor any Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without a significant increase in cost.

(q) Transactions with Affiliates and Employees . None of the officers or directors of the Company and, to the knowledge of the Company, none of the employees of the Company is presently a party to any transaction with the Company or any Subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner, in each case in excess of $60,000 other than for (i) payment of salary, consulting fees or bonuses in connection with services rendered or to be rendered, (ii) reimbursement for expenses incurred on behalf of the Company, (iii) other employee benefits, including stock option agreements under any stock option plan of the Company, and (iv) agreements in connection with the make-whole referred to in Section 2.3.

(r) Internal Accounting Controls . The Company and the Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(s) Certain Fees . Except as set forth in Schedule 3.1(s) , no brokerage or finder's fees or commissions are or will be payable by the Company to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by the Transaction Documents. The Purchasers shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section that may be due in connection with the transactions contemplated by the Transaction Documents.

(t) Private Placement . Assuming the accuracy of the Purchasers' representations and warranties set forth in Section 3.2, no registration under the Securities Act is required for the offer and sale of the Shares by the Company to the Purchasers as contemplated hereby.

(u) Investment Company . The Company is not, and is not an Affiliate of, and immediately after receipt of payment for the Shares, will not be or be an Affiliate required to file as, an "investment company" within the meaning of the Investment Company Act of 1940, as amended within a period of one year from the date hereof.

(v) Registration Rights . Other than the Purchasers, no Person has any right to cause the Company to effect the registration under the Securities Act of any securities of the Company.

(w) Disclosure . All disclosure furnished by or on behalf of the Company to the Purchasers regarding the Company, its business and the transactions contemplated hereby, including the Disclosure Schedules to this Agreement, is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The Company acknowledges and agrees that no Purchaser makes or has made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 3.2 hereof.

(x) No Integrated Offering . Assuming the accuracy of the Purchasers' representations and warranties set forth in Section 3.2, except as set forth in Schedule 3.1(x), neither the Company, nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this offering of the Shares to be integrated with prior offerings by the Company for purposes of the Securities Act which would require the registration of any such securities under the Securities Act.

(y) Solvency . Based on the consolidated financial condition of the Company as of the Closing Date after giving effect to the receipt by the Company of the proceeds from the sale of the Shares hereunder (i) the fair saleable value of the Company's assets exceeds the amount that will be required to be paid on or in respect of the Company's existing debts and other liabilities (including known contingent liabilities) as they mature, (ii) the Company's assets do not constitute unreasonably small capital to carry on its business as now conducted and as proposed to be conducted including its capital needs taking into account the particular capital requirements of the business conducted by the Company, and projected capital requirements and capital availability thereof, and (iii) the anticipated cash flow of the Company, together with the proceeds the Company would receive, were it to liquidate all of its assets, after taking into account all anticipated uses of the cash, would be sufficient to pay all amounts on or in respect of its liabilities when such amounts are required to be paid. The Company does not intend to incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be payable on or in respect of its debt). The Company has no knowledge of any facts or circumstances which lead it to believe that it will file for reorganization or liquidation under the bankruptcy or reorganization laws of any jurisdiction within one year from the Closing Date. Schedule 3.1(y) sets forth as of the date hereof all outstanding secured and unsecured Indebtedness of the Company or any Subsidiary, or for which the Company or any Subsidiary has commitments. For the purposes of this Agreement, " Indebtedness " means (a) any liabilities for borrowed money or amounts owed in excess of $25,000 (other than trade accounts payable incurred in the ordinary course of business), (b) all guaranties, endorsements and other contingent obligations in respect of indebtedness of others, whether or not the same are or should be reflected in the Company's balance sheet (or the notes thereto), except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business; and (c) the present value of any lease payments in excess of $25,000 due under leases required to be capitalized in accordance with GAAP. Neither the Company nor any Subsidiary is in default with respect to any Indebtedness.

(z) Tax Status . Except for matters that do not have (and would not reasonably be expected to result in), individually or in the aggregate, a Material Adverse Effect, the Company and each Subsidiary has filed all necessary federal, state and foreign income and franchise tax returns and has paid or accrued all taxes shown as due thereon, and the Company has no knowledge of a tax deficiency which has been asserted or threatened against the Company or any Subsidiary.

(aa) No General Solicitation . Neither the Company nor any person acting on behalf of the Company has offered or sold any of the Shares by any form of general solicitation or general advertising. The Company has offered the Shares for sale only to the Purchasers and certain other "accredited investors" within the meaning of Rule 501 under the Securities Act.

(bb) Foreign Corrupt Practices. Neither the Company, nor to the knowledge of the Company, any agent or other person acting on behalf of the Company, has (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company (or made by any person acting on its behalf of which the Company is aware) which is in violation of law, or (iv) violated in any material respect any provision of the Foreign Corrupt Practices Act of 1977, as amended.

(cc) Acknowledgement Regarding Purchaser's Trading Activity . Anything in this Agreement or elsewhere herein to the contrary notwithstanding (except for Sections 3.2(f) and 4.16 hereof), it is understood and acknowledged by the Company (i) that other than with respect to the Advisor, none of the Purchasers have been asked by the Company to agree, nor has any Purchaser agreed, to desist from purchasing or selling, long and/or short, securities of the Company, or "derivative" securities based on securities issued by the Company or to hold the Shares for any specified term; (ii) that past or future open market or other transactions by any Purchaser, specifically including, without limitation, Short Sales or "derivative" transactions, before or after the closing of this or future private placement transactions, may negatively impact the market price of the Company's publicly-traded securities; (iii) that any Purchaser, and counter-parties in "derivative" transactions to which any such Purchaser is a party, directly or indirectly, presently may have a "short" position in the Common Stock, and (iv) that each Purchaser shall not be deemed to have any affiliation with or control over any arm's length counter-party in any "derivative" transaction. The Company further understands and acknowledges that (a) one or more Purchasers may engage in hedging activities at various times during the period that the Shares are outstanding, and (b) such hedging activities (if any) could reduce the value of the existing stockholders' equity interests in the Company at and after the time that the hedging activities are being conducted. The Company acknowledges that such aforementioned hedging activities within the bounds of applicable law or regulation do not constitute a breach of any of the Transaction Documents.

(dd) No Disagreements with Accountants and Lawyers. There are no disagreements of any kind presently existing, or reasonably anticipated by the Company to arise, between the Company and the accountants and lawyers formerly or presently employed by the Company and the Company is current with respect to any fees owed to its accountants and lawyers which could affect the Company's ability to perform any of its obligations under any of the Transaction Documents.

(ee) Acknowledgment Regarding Purchasers' Purchase of Shares . The Company acknowledges and agrees that each of the Purchasers is acting solely in the capacity of an arm's length purchaser with respect to the Transaction Documents and the transactions contemplated thereby. The Company further acknowledges that no Purchaser is acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated thereby and any advice given by any Purchaser or any of their respective representatives or agents in connection with the Transaction Documents and the transactions contemplated thereby is merely incidental to the Purchasers' purchase of the Shares. The Company further represents to the Purchaser that the Company's decision to enter into this Agreement and the other Transaction Documents has been based solely on the independent evaluation of the transactions contemplated hereby by the Company and its representatives.

(ff) Regulation M Compliance . The Company has not, and to its knowledge no one acting on its behalf has, (i) taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Shares, (ii) sold, bid for, purchased, or, paid any compensation for soliciting purchases of, any of the Shares, or (iii) paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company, other than, in the case of clauses (ii) and (iii), compensation paid to the Company's placement agent in connection with the placement of the Shares.

3.2 Representations and Warranties of the Purchaser . Each of the Purchasers severally, and not jointly, represents and warrants, as of the date hereof and as of the applicable Closing Date to the Company as follows:

(a) Organization; Authority . The Purchaser is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate or partnership power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of the Transaction Documents and performance by the Purchaser of the transactions contemplated by the Transaction Documents have been duly authorized by all necessary corporate or similar action on the part of the Purchaser. Each Transaction Document to which it is a party has been duly executed by the Purchaser, and when delivered by the Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of the Purchaser, enforceable against it in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) Own Account . The Purchaser understands that the Shares are "restricted securities" and have not been registered under the Securities Act or any applicable state securities law and is acquiring the Shares as principal for its own account and not with a view to or for distributing or reselling such Shares or any part thereof, has no present intention of distributing any of such Shares and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Shares (this representation and warranty not limiting the Purchaser's right to sell the Shares pursuant to the Registration Statement or otherwise in compliance with applicable federal and state securities laws). The Purchaser is acquiring the Shares hereunder in the ordinary course of its business. The undersigned acknowledges that (i) the Shares will be issued pursuant to applicable exemptions from registration under the Act and any applicable state securities laws, and (ii) the Shares have not been registered under the Act, in reliance on the exemption from registration provided by Section 4 (2) thereof. In connection therewith, the undersigned hereby covenants and agrees that it will not offer, sell, or otherwise transfer the Shares unless and until it obtains the consent of the Company and such Shares are registered pursuant to the Act and the laws of all jurisdictions which in the opinion of the Company may be applicable or unless such Shares are, in the opinion of the Company, otherwise exempt from registration thereunder.

(c) Purchaser Status . At the time the Purchaser was offered the Shares, it was, and at the date hereof is either: (i) an "accredited investor" as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Securities Act or (ii) a "qualified institutional buyer" as defined in Rule 144A(a) under the Securities Act. The Purchaser is not required to be registered as a broker-dealer under Section 15 of the Exchange Act.

(d) Experience of the Purchaser . The Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Shares, and has so evaluated the merits and risks of such investment. The Purchaser has had the opportunity to ask questions and obtain information necessary to make an investment decision. To the extent the undersigned has taken advantage of such opportunity, they have received satisfactory answers concerning the purchase of the Shares. Purchaser understands that the offer and sale of the Shares is being made only by means of this Agreement. Purchaser understands that the Company has not authorized the use of, and Purchaser confirms that Purchaser is not relying upon any other information, written or oral, other than material contained in this Agreement, the Offering Memorandum accompanying this Agreement and the Transaction Documents. The Purchaser is able to bear the economic risk of an investment in the Shares and, at the present time, is able to afford a complete loss of such investment and its financial condition is such that it has no need for liquidity with respect to its investment in the Shares to satisfy any existing or contemplated undertaking or indebtedness. The Purchaser has discussed with its professional, legal, tax and financial advisers the suitability of an investment in the Company by the undersigned for its particular tax and financial situation. All information that the undersigned has provided to the Company concerning itself and its financial position is correct and complete as of the date set forth below, and if there should be any material change in such information, the undersigned will immediately provide such information to the Company.

(e) General Solicitation . The Purchaser is not purchasing the Shares as a result of any advertisement, article, notice or other communication regarding the Shares published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement. The Purchaser did not enter into any discussions or initiate any contacts (in each case, regarding the offer or sale of the Shares) as a result of any General Solicitation, including the Registration Statement, nor did the Purchaser decide to enter into this Agreement as a result of any General Solicitation. As used herein, "General Solicitation" means any general solicitation or general advertising within the meaning of Rule 502(c) under the Securities Act.

(f) Short Sales and Confidentiality Prior To The Date Hereof . Other than consummating the transactions contemplated hereunder, such Purchaser has not, nor has any Person acting on behalf of or pursuant to any understanding with such Purchaser, directly or indirectly executed any purchases or sales, including Short Sales, of the securities of the Company during the period starting at the time (" Discussion Time ") that such Purchaser first received a term sheet (written or oral) from the Company or any other Person representing the Company setting forth the material terms of the transactions contemplated hereunder and ending on the date hereof. Notwithstanding the foregoing, in the case of a Purchaser that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Purchaser's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Purchaser's assets, the representation set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Shares covered by this Agreement. Other than to other Persons party to this Agreement, such Purchaser has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction).

ARTICLE IV.
OTHER AGREEMENTS OF THE PARTIES

4.1 Transfer Restrictions .

(a) The Shares may only be disposed of in compliance with state and federal securities laws. In connection with any transfer of Shares other than pursuant to an effective registration statement or Rule 144, to the Company or to an Affiliate of the Purchaser, or in connection with a pledge as contemplated in Section 4.1(b), the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company and the Transfer Agent, to the effect that such transfer does not require registration of such transferred Shares under the Securities Act. As a condition of transfer, any such transferee shall agree in writing to be bound by the terms of this Agreement and shall have the rights of a Purchaser under this Agreement.

(b) The Purchasers agree to the imprinting, so long as is required by this Section 4.1, of a legend on any of the Shares purchased hereunder in the following form:

THIS SECURITY HAS BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.

The Company acknowledges and agrees that a Purchaser may from time to time pledge pursuant to a bona fide margin agreement with a registered broker-dealer or grant a security interest in some or all of the Shares to a financial institution that is an "accredited investor" as defined in Rule 501(a) under the Securities Act and who agrees to be bound by the provisions of this Agreement and, if required under the terms of such arrangement, the Purchaser may transfer pledged or secured Shares to the pledgees or secured parties. Such a pledge or transfer would not be subject to approval of the Company and no legal opinion of legal counsel of the pledgee, secured party or pledgor shall be required in connection therewith. Further, no notice shall be required of such pledge, provided that the Purchaser acknowledges and agrees that a legal opinion reasonably satisfactory to the Company and the Transfer Agent shall be required in order to effect the transfer of pledged Shares to a pledgee or secured party in the event of a foreclosure on such pledged Shares. At the Purchaser's expense, the Company will execute and deliver such reasonable documentation as a pledgee or secured party of Shares may reasonably request in connection with a pledge or transfer of the Shares.

4.2 Intentionally Omitted .

4.3 Integration . From and after the Closing Date, the Company shall not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that would be integrated with the offer or sale of the Shares to the Purchasers in a manner that would require the registration under the Securities Act of the sale of the Shares to the Purchasers.

4.4 Shareholder Rights Plan . No claim will be made or enforced by the Company or, with the consent of the Company, any other Person, that any Purchaser is an "Acquiring Person" under any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or similar anti-takeover plan or arrangement in effect or hereafter adopted by the Company, or that any Purchaser could be deemed to trigger the provisions of any such plan or arrangement, by virtue of receiving Shares under the Transaction Documents or under any other agreement between the Company and the Purchasers.

4.5 Securities Laws Disclosure; Publicity . The Company shall, by 8:30 a.m. (New York City time) on the fourth Trading Day immediately following the date hereof, issue a Current Report on Form 8-K, disclosing the material terms of the transactions contemplated hereby, and filing the Transaction Documents as exhibits thereto. No Purchaser shall issue any press release or otherwise make any public statement regarding the transactions contemplated hereby without the prior consent of the Company, which consent shall not unreasonably be withheld or delayed, except if such disclosure is required by law, in which case the Purchaser shall promptly provide the Company with prior notice of such public statement or communication. Notwithstanding the foregoing, the Company shall not publicly disclose the name of any Purchaser, or include the name of any Purchaser in any filing with the Commission or any regulatory agency or Trading Market, without the prior written consent of such Purchaser, except as required by law or Trading Market regulations.

4.6 Non-Public Information . Except with respect to the Offering Memorandum provided to the Purchaser on a confidential basis in connection with this Agreement and the material terms and conditions of the transactions contemplated by the Transaction Documents, the Company covenants and agrees that neither it nor any other Person acting on its behalf will provide any Purchaser or its agents or counsel with any information that the Company believes constitutes material non-public information, unless prior thereto the Purchaser shall have executed a written agreement regarding the confidentiality and use of such information. The Company understands and confirms that the Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company.

4.7 Use of Proceeds . Except as set forth on Schedule 4.7 attached hereto and the Offering Memorandum, the Company shall use the net proceeds from the sale of the Shares hereunder for working capital purposes, and shall not use such proceeds for (a) the satisfaction of any portion of the Company's debt (other than payment of trade payables in the ordinary course of the Company's business and prior practices), (b) the redemption of any Common Stock or Common Stock Equivalents or (c) the settlement of any outstanding litigation.

4.8 Indemnification of Purchasers . Subject to the provisions of this Section 4.8, the Company will indemnify and hold the Purchaser and its directors, officers, stockholders, members, partners, employees and agents (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title), each Person who controls the Purchaser (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, stockholders, agents, members, partners or employees (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title) of such controlling person (each, a " Purchaser Party ") harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys' fees and costs of investigation that any such Purchaser Party may suffer or incur as a result of or relating to (a) any breach of any of the representations, warranties, covenants or agreements made by the Company in this Agreement or in the other Transaction Documents or (b) any action instituted against a Purchaser in any capacity, or any of them or their respective Affiliates, by any stockholder of the Company who is not an Affiliate of the Purchaser, with respect to any of the transactions contemplated by the Transaction Documents (unless such action is based upon a breach of the Purchaser's representations, warranties or covenants under the Transaction Documents or any agreements or understandings the Purchaser may have with any such stockholder or any violations by the Purchaser of state or federal securities laws or any conduct by the Purchaser which constitutes fraud, negligence, willful misconduct or malfeasance). If any action shall be brought against any Purchaser Party in respect of which indemnity may be sought pursuant to this Agreement, such Purchaser Party shall promptly notify the Company in writing, and the Company shall have the right to assume the defense thereof with counsel of its own choosing reasonably acceptable to the Purchaser Party. Any Purchaser Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Purchaser Party except to the extent that (i) the employment thereof has been specifically authorized by the Company in writing, (ii) the Company has failed after a reasonable period of time (not less than 30 days) to assume such defense and to employ counsel or (iii) in such action there is, in the reasonable opinion of such separate counsel, a material conflict on any material issue between the position of the Company and the position of such Purchaser Party, in which case the Company shall be responsible for the reasonable fees and expenses of no more than one such separate counsel for all of the Purchasers. The Company will not be liable to any Purchaser Party under this Agreement (i) for any settlement by a Purchaser Party effected without the Company's prior written consent, which shall not be unreasonably withheld or delayed; or (ii) to the extent, but only to the extent that a loss, claim, damage or liability is attributable to any Purchaser Party's breach of any of the representations, warranties, covenants or agreements made by such Purchaser Party in this Agreement or in the other Transaction Documents.

4.9 Equal Treatment of Purchasers . No consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of any of the Transaction Documents unless the same consideration is also offered to all of the parties to the Transaction Documents. For clarification purposes, this provision constitutes a separate right granted to the Purchaser by the Company and negotiated separately by the Purchaser, and is intended for the Company to treat the Purchasers as a class and shall not in any way be construed as the Purchasers acting in concert or as a group with respect to the purchase, disposition or voting of Shares or otherwise.

4.10 Form D; Blue Sky Filings . The Company agrees to timely file a Form D with respect to the Shares as required under Regulation D and to provide a copy thereof to Purchaser promptly upon request of the Purchaser. The Company shall take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to qualify the Shares for, sale to the Purchasers at the Closing under applicable securities or "Blue Sky" laws of the states of the United States, and shall provide evidence of such actions promptly upon request of the Purchaser.

4.11 Furnishing of Information . The Company shall comply with Section 8.1 of the Registration Rights Agreement, which Section 8.1 is incorporated by reference herein.

4.12. Accountants . Until the time the Company becomes subject to the reporting provisions of the Exchange Act, or in the event the Company has not filed one or more reports with the Commission under the Exchange Act as provided in Section 4.11 above, the Company shall promptly give the Purchaser notice of any change in the firm of independent certified public accountants utilized by the Company.

4.13 Access to Records . Until the time the Company becomes subject to the reporting requirements of section 13 or 15(d) of the Exchange Act, or in the event the Company has not filed one or more reports with the Commission as provided in Section 4.11 above, the Company shall furnish to each Purchaser that holds Shares , or any of its duly authorized representatives, attorneys or accountants reasonable access to any and all records at the premises of the Company where such records are kept, such access being afforded without charge, but only upon reasonable request stating the purpose of such request and during normal business hours. Each such Purchaser making such request agrees to request to execute a confidentiality agreement or similar document reasonably requested by the Company.

4.14 Preservation of Corporate Existence . During the period that the Company is required to file reports under Section 4.11, the Company shall preserve and maintain its corporate existence, rights, privileges and franchises in the jurisdiction of its incorporation, and qualify and remain qualified, as a foreign corporation in each jurisdiction in which such qualification is necessary in view of its business or operations and where the failure to qualify or remain qualified might reasonably have a Material Adverse Effect upon the financial condition, business or operations of the Company and its Subsidiaries taken as a whole. Nothing in Sections 4.11 or 4.15 shall restrict the Company from engaging in a sale of the Company, however effected, including by merger, sale or exchange of stock, or sale of assets.

4.15 Short Sales and Confidentiality After The Date Hereof . Each Purchaser, severally and not jointly with the other Purchasers, covenants that neither it nor any Affiliate acting on its behalf or pursuant to any understanding with it will execute any Short Sales during the period commencing at the Discussion Time and ending at the time that the transactions contemplated by this Agreement are first publicly announced as described in Section 4.5. Each Purchaser, severally and not jointly with the other Purchasers, covenants that until such time as the transactions contemplated by this Agreement are publicly disclosed by the Company as described in Section 4.5, such Purchaser will maintain the confidentiality of the existence and terms of this transaction and the information included in the Disclosure Schedules. Each Purchaser severally and not jointly with any other Purchaser, understands and acknowledges, and agrees, to act in a manner that will not violate the positions of the Commission as set forth in Item 65, Section A, of the Manual of Publicly Available Telephone Interpretations, dated July 1997, compiled by the Office of Chief Counsel, Division of Corporation Finance. Notwithstanding the foregoing, no Purchaser makes any representation, warranty or covenant hereby that it will not engage in Short Sales in the securities of the Company after the time that the transactions contemplated by this Agreement are first publicly announced as described in Section 4.5. Notwithstanding the foregoing, in the case of a Purchaser that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Purchaser's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Purchaser's assets, the covenant set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Shares covered by this Agreement.

4.16 Subsequent Equity Sales . From the date hereof until such time as no Purchaser holds any of the Shares, the Company shall be prohibited from effecting or entering into an agreement to effect any subsequent financing involving a Variable Rate Transaction. " Variable Rate Transaction " means a transaction in which the Company issues or sells (i) any debt or equity securities that are convertible into, exchangeable or exercisable for, or include the right to receive additional shares of Common Stock either (A) at a conversion, exercise or exchange rate or other price that is based upon and/or varies with the trading prices of or quotations for the shares of Common Stock at any time after the initial issuance of such debt or equity securities, or (B) with a conversion, exercise or exchange price that is subject to being reset at some future date after the initial issuance of such debt or equity security or upon the occurrence of specified or contingent events directly or indirectly related to the business of the Company or the market for the Common Stock or (ii) enters into any agreement, including, but not limited to, an equity line of credit, whereby the Company may sell securities at a future determined price. Any Purchaser shall be entitled to obtain injunctive relief against the Company to preclude any such issuance, which remedy shall be in addition to any right to collect damages. For purposes of clarity, a Variable Rate Transaction shall not include (i) the issuance of securities that adjust pursuant to anti-dilution provisions therein in the event of certain subsequent issuances of Common Stock and Common Stock Equivalents, (ii) any merger in which the consideration paid for shares of the Company's capital stock depends in whole or part on the trading price or quotations for the shares of Common Stock, if such merger is not done primarily for capital-raising purposes, and (iii) any other transaction not done primarily for capital-raising purposes. Notwithstanding the foregoing, Section 4.16 shall not apply in respect of an Exempt Issuance, except that no Variable Rate Transaction shall be an Exempt Issuance.

4.17 Reservation of Common Stock . As of the date hereof, the Company has reserved and shall continue to reserve and keep available at all times, free of preemptive rights, a sufficient number of shares of Common Stock for the purpose of enabling the Company to issue Common Stock pursuant to this Agreement.

4.18 Shareholder Rights Plan . No claim will be made or enforced by the Company or, with the consent of the Company, any other Person, that any Purchaser is an "Acquiring Person" under any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or similar anti-takeover plan or arrangement in effect or hereafter adopted by the Company, or that any Purchaser could be deemed to trigger the provisions of any such plan or arrangement, by virtue of receiving Shares under the Transaction Documents or under any other agreement between the Company and the Purchasers.

4.19 Capital Changes and Repayment of Certain Indebtedness . Until the one (1) year anniversary of the Closing Date, the Company shall not undertake a reverse or forward stock split or reclassification of the Common Stock without the prior written consent of a Majority in Interest. Notwithstanding the foregoing, this Section 4.20 shall not apply to any such split or reclassification done by the Company in good faith in order to facilitate (A) any public offering of securities of the Company, (B) any other *bona fide* capital-raising transaction or sale of the Company (however effected, including by merger, sale or exchange of securities or sale of assets), or (C) obtaining or maintaining any listing of the Company's common stock on any stock exchange, including NASDAQ.

4.20 Participation in Subsequent Qualified Equity Financings . From the date of the final Closing until the Purchaser shall have sold all of the shares of Common Stock purchased hereunder, upon any Qualified Equity Financing by the Company or any of its Subsidiaries (a " Subsequent Financing "), each Purchaser shall have the right to participate in such financing up to the greater of (i) 100% of the issue amount or (ii) 100% of the Subscription Amount paid for the Shares by the initial Purchaser thereof for the Shares held by such Purchaser (the " Participation Maximum "), all on the same terms and conditions as the participant or participants in such Qualified Equity Financing whose terms and conditions are least favorable to the Company. Unless the Company is specifically instructed in writing by an individual Purchaser to suspend such notices, at least five (5) Trading Days prior to the closing of the Subsequent Financing, the Company shall deliver to each Purchaser a written notice of its intention to effect a Subsequent Financing (" Pre-Notice "), which Pre-Notice shall ask such Purchaser if it wants to review the details of such financing (such additional notice, a " Subsequent Financing Notice "). Upon the request of a Purchaser, and only upon a request by such Purchaser, for a Subsequent Financing Notice, the Company shall promptly, but no later than one Trading Day after such request, deliver a Subsequent Financing Notice to such Purchaser. The Subsequent Financing Notice shall describe in reasonable detail the proposed terms of such Subsequent Financing, the amount of proceeds intended to be raised thereunder, the Person with whom such Subsequent Financing is proposed to be effected, and attached to which shall be a term sheet or similar document relating thereto. If by 5:30 p.m. (New York City time) on the fifth (5th) Trading Day after all of the Purchasers have received the Pre-Notice, notifications by the Purchasers of their willingness to participate in the Subsequent Financing (or to cause their designees to participate) is, in the aggregate, less than the total amount of the Participation Maximum, then the Company may effect the remaining portion of such Subsequent Financing on the terms and to the Persons set forth in the Subsequent Financing Notice. If the Company receives no notice from a Purchaser as of such fifth (5th) Trading Day, such Purchaser shall be deemed to have notified the Company that it does not elect to participate. The Company must provide the Purchasers with a second Subsequent Financing Notice, and the Purchasers will again have the right of participation set forth above in this Section 4.15, if the Subsequent Financing subject to the initial Subsequent Financing Notice is not consummated for any reason on the terms set forth in such Subsequent Financing Notice within 60 Trading Days after the date of the initial Subsequent Financing Notice. If the Company receives responses to Subsequent Financing Notices from Purchasers seeking to purchase more than the aggregate amount of the Participation Maximum, each such Purchaser shall have the right to purchase their Pro Rata Portion (as defined below) of the Participation Maximum. "Pro Rata Portion" is the ratio of (x) the Subscription Amount of Shares purchased by a participating Purchaser and (y) the sum of the aggregate Subscription Amount of all participating Purchasers.

ARTICLE V.
MISCELLANEOUS

5.1 Termination . This Agreement may be terminated by any Purchaser, as to such Purchaser's obligations hereunder only and without any effect whatsoever on the obligations between the Company and the other Purchasers, by written notice to the other parties, if the Closing has not been consummated on or before 5:30 p.m. (New York City time) on August 31, 2010; provided , however , that such termination will not affect the right of any party to sue for any breach by the other party (or parties).

5.2 Fees and Expenses . Except as expressly set forth in the Transaction Documents to the contrary, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all transfer agent fees, stamp taxes and other taxes and duties levied in connection with the delivery of any Shares to the Purchasers.

5.3 Entire Agreement . The Transaction Documents, together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

5.4 Notices . Any and all notices or other communications or deliveries to be provided by the Purchaser hereunder, shall be in writing and delivered personally, by facsimile, pdf or other electronic delivery, or sent by a nationally recognized overnight courier service, addressed to the Company, at the address set forth below, or such other email address, facsimile number or address as the Company may specify for such purpose by notice to the Purchaser delivered in accordance with this Section 5.4. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by facsimile, pdf or other electronic delivery,or sent by a nationally recognized overnight courier service addressed to the Purchaser at the address set forth below. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile or electronic delivery at the facsimile number or email address specified in this Section 5.4 prior to 5:30 p.m. (New York City time), (ii) the Business Day immediately following the date of transmission, if such notice or communication is delivered via facsimile or electronic delivery at the facsimile number or email address specified in this Section 5.4 between 5:30 p.m. (New York City time) and 11:59 p.m. (New York City time) on any date, (iii) the second Business Day following the date of mailing, if sent by nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

Regenicn, Inc.
10 High Court
Little Falls, NJ 07424
Telephone: (973) 557-8914
Facsimile: (973) 200-0155
Email: rmccoy18@optonline.net
Attention: Randall E. McCoy, President and CEO

with a copy to:

Kyleen Cane, Esq.
Cane Clark, LLP
3273 E. Warm Springs Road
Las Vegas, NV 89120
Telephone: (702) 312-6255
Facsimile: (702) 944-7100
Email: kclark@caneclark.com

Richard J. Pinto, Esq.
Stevens & Lee, P.C.
Princeton Pike Corporate Center
100 Lenox Drive
Suite 200
Lawrenceville, NJ 08648
Telephone: (609) 987-6650
Facsimile: (610) 371-7930
Email: rjp@stevenslee.com

If to the Purchaser, as set forth on the signature pages attached hereto.

5.5 Amendments; Waivers . No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Company and the Purchasers of at least 75% in interest of the Shares still held by Purchasers or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.

5.6 Headings . The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

5.7 Successors and Assigns . This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Purchaser (other than by merger). Any Purchaser may assign any or all of its rights under this Agreement to any Person to whom such Purchaser assigns or transfers any Shares, provided that such transferee agrees in writing to be bound, with respect to the transferred Shares, by the provisions of the Transaction Documents that apply to the "Purchasers."

5.8 No Third-Party Beneficiaries . This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as otherwise set forth in Section 4.10.

5.9 Governing Law . All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflict of laws thereof. Each party agrees that all legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by any of the Transaction Documents (whether brought against a party hereto or its respective Affiliates, directors, officers, shareholders, employees or agents) shall be commenced in the state and federal courts sitting in the City of New York, County of New York (the " New York Courts "). Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the New York Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such New York Courts, or such New York Courts are improper or inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under the Transaction Documents and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by applicable law. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to the Transaction Documents or the transactions contemplated hereby or thereby. If either party shall commence an action or proceeding to enforce any provisions of the Transaction Documents, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its reasonable attorneys' fees and other reasonable costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

5.10 Survival . The representations and warranties shall survive the Closing and the delivery of the Shares for the applicable statue of limitations.

5.11 Execution . This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

5.12 Severability . If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

5.13 Rescission and Withdrawal Right . Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) any of the other Transaction Documents, whenever any Purchaser exercises a right, election, demand or option under a Transaction Document and the Company does not timely perform its related obligations within the periods therein provided, then such Purchaser may rescind or withdraw, in its sole discretion from time to time upon written notice to the Company, any relevant notice, demand or election in whole or in part without prejudice to its future actions and rights.

5.14 Replacement of Shares . If any certificate or instrument evidencing any Shares is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement Shares.

5.15 Remedies . In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Purchasers and the Company will be entitled to specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in the Transaction Documents and hereby agrees to waive and not to assert in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

5.16 Payment Set Aside . To the extent that the Company makes a payment or payments to any Purchaser pursuant to any Transaction Document or a Purchaser enforces or exercises its rights thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other person under any law (including, without limitation, any bankruptcy law, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

5.17 Usury . To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any claim, action or proceeding that may be brought by any Purchaser in order to enforce any right or remedy under any Transaction Document. Notwithstanding any provision to the contrary contained in any Transaction Document, it is expressly agreed and provided that the total liability of the Company under the Transaction Documents for payments in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the " Maximum Rate "), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums in the nature of interest that the Company may be obligated to pay under the Transaction Documents exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by law and applicable to the Transaction Documents is increased or decreased by statute or any official governmental action subsequent to the date hereof, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to the Transaction Documents from the effective date forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to any Purchaser with respect to indebtedness evidenced by the Transaction Documents, such excess shall be applied by such Purchaser to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at such Purchaser's election.

5.18 Independent Nature of Purchasers' Obligations and Rights . The obligations of the Purchaser under any Transaction Document are several and not joint with the obligations of any other Purchaser, and no Purchaser shall be responsible in any way for the performance or non-performance of the obligations of any other Purchaser under any Transaction Document. Nothing contained herein or in any other Transaction Document, and no action taken by any Purchaser pursuant thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the Transaction Documents. The Purchaser shall be entitled to independently protect and enforce its rights, including without limitation the rights arising out of this Agreement or out of the other Transaction Documents, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose. The Purchaser has been represented by its own separate legal counsel in their review and negotiation of the Transaction Documents. The Company has elected to provide all Purchasers with the same terms and Transaction Documents for the convenience of the Company and not because it was required or requested to do so by the Purchasers.

5.19 Liquidated Damages . The Company's obligations to pay any partial liquidated damages or other amounts owing under the Transaction Documents is a continuing obligation of the Company and shall not terminate until all unpaid partial liquidated damages and other amounts have been paid notwithstanding the fact that the instrument or security pursuant to which such partial liquidated damages or other amounts are due and payable shall have been canceled.

5.20 Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

5.21 Construction . The parties agree that each of them and/or their respective counsel has reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments hereto. As used herein, unless the context indicates otherwise, the phrase "the Purchaser" refers to each of the Purchasers, respectively. Any reference to any federal, state, local, or foreign law will be deemed also to refer to law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include," "includes," and "including" will be deemed to be followed by "without limitation." The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited.

5.22 WAIVER OF JURY TRIAL . IN ANY ACTION, SUIT OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOR PURCHASERS FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

REGENICIN, INC.

By: /s/ Randall E. McCoy

Name: Mr. Randall E. McCoy
Title: Chief Executive Officer

PURCHASER SIGNATURE PAGES TO REGENICIN SECURITIES PURCHASE AGREEMENT

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Purchaser: _____

Signature of Authorized Signatory of Purchaser: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Email Address of Purchaser: _____

Facsimile Number of Purchaser: _____

Address for Notice of Purchaser: _____

Address for Delivery of Shares for Purchaser (if not same as address for notice): _____

Subscription Amount: _____

SSN / EIN Number: [provide this under separate cover]

APPENDIX A
TO REGENICIN SECURITIES PURCHASE AGREEMENT

CONFIDENTIAL INVESTOR QUESTIONNAIRE

Purchaser represents and warrants that Purchaser is an "accredited investor" because Purchaser is (initial applicable box(es):

[ ] an individual whose individual net worth, or joint net worth with his or her spouse (if any), at the time of purchase exceeds $1,000,000;

[ ] an individual who had an individual income in excess of $200,000 in each of the two most recent calendar years, or joint income with his or her spouse (if any) in excess of $300,000 in each of those years, and has a reasonable expectation of reaching the same income level in the current calendar year;

[ ] a director or an executive officer of the Company;

[ ] a trust or a person acting on behalf of a trust (i) with total assets in excess of $5,000,000, (ii) which was not formed for the specific purpose of acquiring the Shares, and (iii) whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment;

[ ] any organization described in Section 501(c)(3) of the Internal Revenue Code, as amended, corporation, Massachusetts or similar business trust, or partnership (i) not formed for the specific purpose of acquiring the Shares, and (ii) with total assets in excess of $5,000,000; or

[ ] any entity in which all of the equity owners are accredited investors.

Indicate whether you are you a broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934 or an affiliate of such broker or dealer.

[ ] Yes [ ] No

If yes, please provide the following information:

Name of Broker/Dealer _____

Address of Broker/Dealer _____

Position held with or relationship to Broker/Dealer _____

The foregoing statements are true and accurate to the best of my information and belief and I will promptly notify Regenicin, Inc. if any of the responses to the foregoing questions should be changed.

Name of Purchaser: _____

Signature of Authorized Signatory of Purchaser: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Exhibit A

Form of Registration Rights Agreement

Exhibit B

Form of Legal Opinion

1. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite corporate power and authority to enter into and perform its obligations under the Transaction Documents, and to carry out the transactions contemplated by the Transaction Documents and each other document or instrument executed by it in connection therewith or pursuant thereto, including the sale, issuance and delivery of the Shares.

2. The execution and delivery of the Transaction Documents by the Company, the performance of the Company's obligations thereunder and the sale, issuance and delivery of the Shares, have been duly and validly authorized by all necessary actions on the part of the Company, its directors and its stockholders and each of the Transaction Documents constitutes the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

3. The execution and delivery by the Company of the Transaction Documents, and the consummation by the Company of the transactions contemplated thereby, do not (a) to our knowledge, violate the provisions of any U.S. federal law, rule or regulation applicable to the Company or the Nevada Corporations Code; (b) to our knowledge, violate the provisions of the Charter or By-laws; (c) to our knowledge, violate any judgment, decree, order or award of any court, governmental body or arbitrator specifically naming the Company; or (d) with or without notice and/or the passage of time, conflict with or result in the breach or termination of any term or provision of, or constitute a default under, or cause any acceleration under, or cause the creation of any lien, charge or encumbrance upon the properties or assets of the Company pursuant to, any agreement to which the Company is a party.

4. The issuance and sale of the Shares is not subject to any statutory preemptive rights under the Nevada Corporations Code, or similar rights under the Charter or By-laws.

5. To our knowledge, there are no legal or governmental proceedings pending to which the Company or any of its Subsidiaries is a party or of which any property of the Company or any of its Subsidiaries is the subject which, if determined adversely to the Company or any of its Subsidiaries, would individually or in the aggregate have a Material Adverse Effect; and, to our knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others.

Exhibit C

Subscription Instructions

(a) Transaction Documents

Prior to 5:00 p.m. Eastern time on the Closing Date, the Purchaser shall review, complete and execute this Agreement, the Confidential Investor Questionnaire attached hereto as Appendix A, and the Registration Rights Agreement (collectively, the "Transaction Documents"), and deliver such Transaction Documents to the address provided below. (Executed agreements and questionnaires may be delivered by facsimile or via electronic mail with an attached ".pdf" using the facsimile number or email address provided below if the Purchaser immediately thereafter confirms receipt of such transmission and delivers the original copies of the agreements and questionnaire as soon as practicable thereafter.)

Regenicn, Inc.
10 High Court
Little Falls, NJ 07424
Telephone: (973) 557-8914
Facsimile: (973) 200-0155
Attention: Randall E. McCoy, President and CEO

(b) Subscription Amount

Simultaneously with the delivery of the Transaction Documents to The Company as provided herein, and in any event on or before 5:00 p.m. Eastern time on the Closing Date, each Purchaser that is purchasing Shares for cash shall deliver to the Escrow Agent the full Purchase Price for the Purchaser's Shares by wire transfer of immediately available funds pursuant to wire transfer instructions provided below:

Cane Clark LLP
Escrow Account Wire Instructions

DISCLOSURE SCHEDULES

Reference is made to the Securities Purchase Agreement ("Purchase Agreement") of even date herewith by and among Regenicin, Inc. (the "Company") and the other signatories thereto, regarding the issuance of the Shares of the Company as defined in the Purchase Agreement.

These Disclosure Schedules are being furnished pursuant to the Purchase Agreement.

Capitalized terms used in these Disclosure Schedules and not otherwise defined herein have the meaning given to them in the Purchase Agreement.

The fact that an item is disclosed in these Disclosure Schedules does not mean that such item is required to be disclosed or that it is material.

Dated as of July __, 2010.

Schedule 3.1 (a) Direct and Indirect Subsidiaries of the Company

The Company has no direct or indirect subsidiaries.

Schedule 3.1 (f) Issuance of the Shares

The Securities are subject to restrictions under applicable securities laws.

Schedule 3.1 (g) Capitalization of the Company

As of the date hereof there are 90,000,000 shares of Common Stock authorized, of which 80,750,000 shares are issued and outstanding. No shares of preferred stock are issued and outstanding. After giving effect to the conversion of the Notes issued in the bridge financing and assuming 7,258,065 shares of Common Stock is sold in this Offering, there will be 89,567,205 shares of Common Stock issued and outstanding and no shares of preferred stock issued and outstanding immediately after the Closing.

Schedule 3.1 (i) Material Changes

None.

Schedule 3.1 (n) Title to Assets

None.

Schedule 3.1 (q) Transactions With Affiliates and Employees

None.

Schedule 3.1 (s) Certain Fees

Section 14 of the letter of intent between Broadsmoore Financial Group, LLC and the Company contemplates that all fees and expenses relating to the Transactions, including all legal and accounting fees, will be payable at Closing from the proceeds of the PIPE Financing. Legal fees and expenses of Broadsmoore and the Company shall not exceed $50,000. In addition, Broadsmoore will be reimbursed the sum of $275,000 at the closing of the PIPE Financing to defer expenses incurred with respect to the provision of the Company's consent to the Transactions.

Schedule 3.1 (dd) No Disagreements With Accountants and Lawyers

None.

Amendment to Securities Purchase Agreement

This Amendment (this "Amendment") to that certain Securities Purchase Agreement (the "Agreement"), dated as of July 21, 2010, by and between Regenicin, Inc. ("Regenicin"), a Nevada corporation, and each purchaser identified on the signature pages hereto (each, including its successors and assigns, a " Purchaser " and collectively the " Purchasers ") is made effective as of this 4th day of August, 2010 (the "Amendment Effective Date").

WITNESSETH:

WHEREAS, the parties desire to amend the Agreement and to revise the amount of the offering and description of the closings that will occur;

NOW, THEREFORE, in consideration of the foregoing and of the promises, agreements, representations, warranties, and covenants herein contained, and intended to continue to be bound to the Agreement, as amended by this Amendment, the Parties hereby agree as follows:

1. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement.

2. Section 2.1 of the Agreement is hereby amended in its entirety to read as follows:

> 2.1 Closing . The Company agrees to sell, and the Purchasers, severally and not jointly, agree to purchase, up to 7,661,290 of shares of Common Stock (the " Maximum Amount ") at the Per Share Purchase Price for an aggregate purchase price of $4,750,000 (the " Purchase Price "). Each Purchaser shall deliver to the Escrow Agent, via wire transfer or a certified check, immediately available funds equal to its Subscription Amount and the Company shall cause its transfer agent to deliver to each Purchaser the Shares purchased hereunder, as determined pursuant to Section 2.2(a), and the Company and each Purchaser shall deliver the other items set forth in Section 2.2 deliverable at a Closing, as provided below.
>
> Upon satisfaction of the conditions set forth in Sections 2.2 and 2.3, and receipt of subscriptions for 4,032,258 Shares, which represents $2,500,000 or the minimum amount (the " Minimum Amount ") of funds raised, an " Initial Closing " shall occur at the offices of the Company's counsel and Escrow Holder or at such other location as the parties shall mutually agree.
>
> Subsequent to the Initial Closing and upon satisfaction of the conditions set forth in Sections 2.2 and 2.3, there will be a final closing (the " Final Closing ") predicated on receipt of additional funds received beyond the Initial Closing and up to the Purchase Price, which shall occur at the offices of the Company's counsel and Escrow Holder or at such other location as the parties shall mutually agree.

3. Section 5.1 of the Agreement is hereby amended in its entirety to read as follows:

> 5.1 Termination . This Agreement may be terminated by any Purchaser, as to such Purchaser's obligations hereunder only and without any effect whatsoever on the obligations between the Company and the other Purchasers, by written notice to the other parties, if the Closing has not been consummated on or before 5:30 p.m. (New York City time) on September 4, 2010, unless extended for an additional 30 days by the Board of Directors of the Company; provided, however, that such termination will not affect the right of any party to sue for any breach by the other party (or parties).

4. Schedule 3.1(g) of the Agreement is hereby amended in its entirety to read as follows:

Schedule 3.1 (g) Capitalization of the Company

As of the date hereof there are 90,000,000 shares of Common Stock authorized, of which 80,750,000 shares are issued and outstanding. No shares of preferred stock are issued and outstanding. After giving effect to the conversion of the Notes issued in the bridge financing and assuming 7,661,290 shares of Common Stock is sold in this Offering, there will be 89,970,430 shares of Common Stock issued and outstanding and no shares of preferred stock issued and outstanding immediately after the Closing.

5. All other terms and conditions under the Agreement not otherwise amended, modified or affected by this Amendment shall continue to be in effect and bind the Parties. The Agreement or this Amendment may only be modified with prior written agreement from both Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed on the last date written below, effective as of the Amendment Effective Date.

"Purchaser"	**Regenicin, Inc.**
_____	_____
By:	By:
Title:	Title:
Date:_____	Date:_____

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this " Agreement ") is dated as of July __, 2010 between Regenicin, Inc. (f/k/a/ Windstar, Inc.), a Nevada corporation (the " Company "), and each purchaser identified on the signature pages hereto (each, including its successors and assigns, a " Purchaser " and collectively the " Purchasers ").

RECITALS:

WHEREAS, in connection with the Securities Purchase Agreement by and among the parties hereto of even date herewith (the " Purchase Agreement "), the Company has agreed, upon the terms and subject to the conditions set forth in the Purchase Agreement, to issue and sell to each Purchaser shares of the Company's common stock, $0.001 par value per share (the " Common Stock ");

WHEREAS, to induce the Purchasers to execute and deliver the Purchase Agreement, the Company has agreed to provide certain registration rights under the Securities Act of 1933, as amended, and the rules and regulations thereunder, or any similar successor statute (collectively, the " Securities Act "), and applicable state securities laws;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and each of the Purchasers hereby agree as follows:

ARTICLE I.
DEFINITIONS

1.1 Definitions . Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

" Additional Effective Date " means each date any Additional Registration Statement is declared effective by the Commission.

" Additional Effectiveness Deadline " means the earlier of the date which is (i) in the event that such Additional Registration Statement is not subject to a review by the Commission, one hundred fifty (150) calendar days after such Additional Filing Date or (ii) in the event that such Additional Registration Statement is subject to a review by the Commission, one-hundred and eighty (180) calendar days after such Additional Filing Date.

" Additional Filing Date " means the date on which any Additional Registration Statement is filed with the Commission.

" Additional Filing Deadline " means if Cutback Shares are required to be included in any Additional Registration Statement, the date that is the later of (i) the date ninety (90) days after the date substantially all of the Registrable Securities registered under the immediately preceding Registration Statement are sold and (ii) the date six (6) months from the Initial Effective Date or the immediately preceding Additional Effective Date, as applicable, or, if earlier than the date determined pursuant to clauses (i) or (ii) above, ninety (90) days from the date the Commission first expressly permits the Company to file the Additional Registration Statement for the applicable Cutback Securities. If an Additional Filing Deadline would otherwise occur during an Allowable Grace Period, it shall be extended to the first Trading Day after the end of that Allowable Grace Period.

" Additional Registrable Securities " means (i) any Cutback Shares not previously included on a Registration Statement and (ii) any capital stock of the Company issued or issuable with respect to securities that are then Registrable Securities, as a result of any stock split, stock dividend, recapitalization, exchange or similar event or otherwise.

" Additional Registration Statement " means a registration statement or registration statements of the Company filed under the Securities Act covering any Additional Registrable Securities.

" Additional Required Registration Amount " means any Cutback Shares not previously included on a Registration Statement, all subject to adjustment as provided in Section 2(f).

" Bridge Notes " means the 5% senior secured convertible promissory notes of Vectoris Pharma, LLC issued in connection with the transactions contemplated hereby and assumed by the Company incident to the Lonza Transaction.

" Business Day " means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

" Closing Date " shall have the meaning set forth in the Purchase Agreement.

" Common Stock " shall mean common stock, par value $0.001 per share, of the Company.

" Cutback Shares " means any of the Initial Required Registration Amount (without regard to clause (II) in the definition thereof) of Registrable Securities not included in all Registration Statements previously declared effective hereunder as a result of a limitation on the maximum number of shares of Common Stock of the Company permitted to be registered by the staff of the Commission pursuant to Rule 415.

" Effective Date " means the Initial Effective Date and any Additional Effective Date, as applicable.

" Effectiveness Deadline " means the Initial Effectiveness Deadline and any Additional Effectiveness Deadline, as applicable.

" Filing Date " means the Initial Filing Date and any Additional Filing Date, as applicable.

" Filing Deadline " means the Initial Filing Deadline and any Additional Filing Deadline, as applicable.

" Filing Requirement " shall mean that the Company has filed all required reports under Section 13 or 15(d) of the Exchange Act during the preceding 12 months period, other than Form 8-K reports.

" Initial Effective Date " means the date the Initial Registration Statement has been declared effective by the Commission.

" Initial Effectiveness Deadline " means the earlier of the date which is (i) in the event that the Initial Registration Statement is not subject to a review by the Commission, one-hundred and fifty (150) calendar days after the Initial Filing Deadline or (ii) in the event that the Initial Registration Statement is subject to a review by the Commission, one-hundred and eighty (180) calendar days after the Initial Filing Deadline.

" Initial Filing Date " means the date the Initial Registration Statement has been filed with the Commission.

" Initial Filing Deadline " means the date that is 45 days after the Initial Closing.

" Initial Registrable Securities " means (i) the shares of Common Stock sold under the Purchase Agreement to Purchasers, (ii) the shares of Common Stock issued upon conversion of the Bridge Notes, and (iii) any capital stock of the Company issued or issuable with respect to the Common Stock referred to in clauses (i) or (ii) of this definition (to the extent that such shares of Common Stock are then Registrable Securities).

" Initial Registration Statement " means a registration statement or registration statements of the Company filed under the Securities Act covering the Initial Registrable Securities.

" Initial Required Registration Amount " means the lesser of (I) the sum, without duplication, of (a) and (b), where (a) is the number of shares of Common Stock sold under the Purchase Agreement to Purchasers, and (b) is the number of shares of Common Stock issued upon conversion of the Bridge Notes, and (II) such other amount as may be required by the staff of the Commission pursuant to Rule 415 with any cutback applied pro rata to all holders of Registrable Securities.

" Non-Affiliate ", as of particular date, means a Person who is not then an "affiliate" of the Company, as such term is used in Rule 144, and who has not been such an affiliate during the then immediately preceding 90 days.

" Purchaser " means a Purchaser or any transferee or assignee thereof to whom a Purchaser assigns its rights as a holder of Registrable Securities under this Agreement and who agrees to become bound by the provisions of this Agreement in accordance with Section 9.1 and any transferee or assignee thereof to whom a transferee or assignee assigns its rights as a holder of Registrable Securities under this Agreement and who agrees to become bound by the provisions of this Agreement in accordance with Section 9.1. For purposes of this Agreement each holder of a Debenture that converts into shares of Common Stock at the Initial Closing shall be treated as a "Purchaser".

" register ," " registered ," and " registration " refer to a registration effected by preparing and filing one or more Registration Statements (as defined below) in compliance with the Securities Act and pursuant to Rule 415 and the declaration or ordering of effectiveness of such Registration Statement(s) by the Commission.

" Registration Period " shall have the meaning ascribed to such term in Section 3.1(a).

" Registrable Securities " means the Initial Registrable Securities and the Additional Registrable Securities; provided, however, that a Security shall cease to be a Registrable Security upon the earliest to occur of the following: (i) a Registration Statement registering such Security under the Securities Act has been declared or becomes effective and such security has been sold or otherwise transferred by the holder thereof pursuant to and in a manner contemplated by such effective Registration Statement, (ii) such Security is sold pursuant to Rule 144 under circumstances in which any legend borne by such Security relating to restrictions on transferability thereof, under the Securities Act or otherwise, is removed by the Company, (iii) such Security is eligible to be sold pursuant to Rule 144 without condition or restriction, or (iv) such Security shall cease to be outstanding.

" Registration Statement " means the Initial Registration Statement and any Additional Registration Statement, as applicable.

" Required Purchasers " means Purchasers that hold at least 66.67% of the Registrable Securities.

" Rule 144 " means Rule 144 promulgated under the Securities Act or any successor rule.

" Rule 144 Period " shall mean the period from the six-month anniversary of the Closing Date until the one-year anniversary of the Closing Date.

" Rule 415 " means Rule 415 promulgated under the Securities Act or any successor rule providing for offering securities on a continuous or delayed basis.

" Shares " means the shares of Common Stock that are Initial Registrable Securities.

ARTICLE II.
REGISTRATION

2.1 Registration .

(a) Initial Mandatory Registration . The Company shall prepare, and, as soon as practicable but in no event later than the Initial Filing Deadline, file with the Commission the Initial Registration Statement on Form S-3 covering the resale of at least the number of shares of Common Stock equal to the Initial Required Registration Amount determined as of date the Registration Statement is initially filed with the Commission. In the event that Form S-3 is unavailable for such a registration, the Company shall use such other form as is available for such a registration on another form reasonably acceptable to the Required Purchasers, subject to the provisions of Section 2(e). Form S-1 shall be treated as reasonably acceptable to the Required Purchasers, subject to the provisions of Section 2(e). The Initial Registration Statement prepared pursuant hereto shall register for resale that number of shares of Common Stock equal to the Initial Required Registration Amount determined as of the date such Initial Registration Statement is initially filed with the Commission. The Initial Registration Statement shall contain (except if otherwise directed by the Required Purchasers) the " Plan of Distribution " sections for the Purchasers in substantially the form attached hereto as Exhibit B and any information provided by the Purchasers in a completed selling stockholder questionnaire in substantially the form attached hereto as Exhibit C . The Company shall use its reasonable best efforts to have the Initial Registration Statement declared effective by the Commission as soon as practicable, but in no event later than the Initial Effectiveness Deadline. To the extent the staff of the Commission requires that the number of Registrable Securities registered for resale on the Initial Registration Statement be reduced, the Company shall reduce the number of Registrable Securities so registered on such Registration Statement to one-third (1/3) of the Company's non-affiliate public float on the Initial Closing Date (or such lesser number as required by the staff of the Commission), and will file one or more Additional Registration Statements covering the excess shares, as described in Section 2.1(b). By 9:30 a.m. New York time on the Business Day following the Initial Effective Date, the Company shall file with the Commission in accordance with Rule 424 under the Securities Act the final prospectus to be used in connection with sales pursuant to such Initial Registration Statement.

(b) Additional Mandatory Registrations . The Company shall prepare, and, as soon as practicable but in no event later than the Additional Filing Deadline, file with the Commission a Registration Statement on Form S-3 covering the resale of all of the Additional Registrable Securities not previously registered on a Registration Statement hereunder. To the extent the staff of the Commission does not permit the Additional Required Registration Amount to be registered on an Additional Registration Statement, the Company shall file Additional Registration Statements successively trying to register on each such Additional Registration Statement the maximum number of remaining Additional Registrable Securities until the Additional Required Registration Amount has been registered with the Commission. In the event that Form S-3 is unavailable for such a registration, the Company shall use such other form as is available for such a registration on a form reasonably acceptable to the Required Purchasers, subject to the provisions of Section 2(e). Form S-1 shall be treated as reasonably acceptable to the Required Purchasers, subject to the provisions of Section 2(e). Each Additional Registration Statement prepared pursuant hereto shall register for resale that number of shares of Common Stock equal to the Additional Required Registration Amount determined as of the date such Additional Registration Statement is initially filed with the Commission (subject to reductions to the extent the staff of the Commission requires that the number of Additional Registrable Securities registered for resale on such Additional Registration Statement be reduced). Each Additional Registration Statement shall contain (except if otherwise directed by the Required Purchasers) the " Plan of Distribution " section in substantially the form attached hereto as Exhibit B . The Company shall use its reasonable best efforts to have each Additional Registration Statement declared effective by the Commission as soon as practicable, but in no event later than the Additional Effectiveness Deadline for such Additional Registration Statement. By 9:30 am on the Business Day following the Additional Effective Date for each Additional Registration Statement, the Company shall file with the Commission in accordance with Rule 424 under the Securities Act the final prospectus to be used in connection with sales pursuant to such Additional Registration Statement.

(c) Allocation of Registrable Securities . The initial number of Registrable Securities included in any Registration Statement and any increase or decrease in the number of Registrable Securities included therein shall be allocated pro rata among the Purchasers based on the number of Registrable Securities held by each Purchaser at the time the Registration Statement covering such initial number of Registrable Securities or increase or decrease thereof is declared effective by the Commission. In the event that an Purchaser sells or otherwise transfers any of such Purchaser's Registrable Securities, each transferee shall be allocated a pro rata portion of the then remaining number of Registrable Securities included in such Registration Statement for such transferor. Any shares of Common Stock included in a Registration Statement and which remain allocated to any Person which ceases to hold any Registrable Securities covered by such Registration Statement shall be allocated to the remaining Purchasers, pro rata based on the number of Registrable Securities then held by such Purchasers which are covered by such Registration Statement. In no event shall the Company include any securities other than Registrable Securities on any Registration Statement without the prior written consent of the Required Purchasers.

(d) Legal Counsel . Subject to Section 5 hereof, the Required Purchasers shall have the right to designate one legal counsel to review and oversee any registration pursuant to this Section 2.1 (" Legal Counsel "), by giving written notice of such designation to the Company. The Company and Legal Counsel shall reasonably cooperate with each other in performing the Company's obligations under this Agreement.

(e) Ineligibility for Form S-3 . In the event that Form S-3 is not available for the registration of the resale of Registrable Securities hereunder, the Company shall (i) register the resale of the Registrable Securities on a form reasonably acceptable to the Required Purchasers (it being understood that Form S-1 shall be treated as reasonably acceptable) and (ii) undertake to register the Registrable Securities on Form S-3 as soon as the use of such form for such purpose is permitted, provided that the Company shall maintain the effectiveness of the Registration Statement then in effect until such time as a Registration Statement on Form S-3 covering the Registrable Securities has been declared effective by the Commission. Notwithstanding any provision to the contrary herein, the Company shall have no obligation to register any securities on any form (or file or maintain the effectiveness of any registration statement) after the end of the Registration Period, as defined in Section 3.1 (a).

(f) Sufficient Number of Shares Registered . In the event the number of shares available under a Registration Statement filed pursuant to Section 2.1(a) or 2.1(b) is insufficient to cover all of the Registrable Securities required to be covered by such Registration Statement or an Purchaser's allocated portion of the Registrable Securities pursuant to Section 2.1(c), the Company shall, if the Registration Statement has not been declared effective, amend the applicable Registration Statement, or, in all other cases, file a new Registration Statement (on the short form available therefor, if applicable), so as to cover at least the Initial Required Registration Amount or the Additional Required Registration Amount, as applicable to the applicable Registration Statement, as of the Trading Day immediately preceding the date of the filing of such amendment or new Registration Statement, in each case, as soon as practicable, but in any event not later than thirty (30) days after the necessity therefor arises. The Company shall use its reasonable best efforts to cause such amendment or new Registration Statement to become effective as soon as practicable following the filing thereof. For purposes of the foregoing provision, the number of shares available under a Registration Statement shall be treated as "insufficient to cover all of the Registrable Securities" if at any time the number of shares of Common Stock available for resale under the Registration Statement is (A) less than the product determined by multiplying (i) the Initial Required Registration Amount or Additional Required Registration Amount, as applicable to the applicable Registration Statement, as of such time by (ii) 0.90. For greater certainty, the number of shares available under a Registration Statement shall not be treated as "insufficient to cover all of the Registrable Securities" to the extent that the staff of the Commission requires that the number of Registrable Securities registered for resale on such Registration Statement be equal or less to such number.

(g) Effect of Failure to File and Obtain and Maintain Effectiveness of Registration Statement . If (i) a Registration Statement covering all of the Registrable Securities required to be covered thereby and required to be filed by the Company pursuant to this Agreement is (A) not filed with the Commission on or before the respective Filing Deadline (a " Filing Failure ") or (B) not declared effective by the Commission on or before the respective Effectiveness Deadline (an "Effectiveness Failure") or (ii) on any day during the Registration Period sales of all of the Registrable Securities required to be covered by such Registration Statement cannot be made (other than during an Allowable Grace Period (as defined in Section 3.1(r)) pursuant to such Registration Statement or otherwise (including, without limitation, because of a failure to keep such Registration Statement effective, to disclose such information as is necessary for sales to be made pursuant to such Registration Statement or to register a sufficient number of shares of Common Stock or to maintain the listing of the shares of Common Stock) (a " Maintenance Failure ") then, as liquidated damages (which remedy shall not be exclusive of any other remedies available in equity), the Company shall pay to each Purchaser whose Shares are required to be included in such Registration Statement an amount in cash equal to one percent (1.0%) of the aggregate Purchase Price (as such term is defined in the Purchase Agreement) of such Purchaser's Registrable Securities included in such Registration Statement on the day of the respective Filing Failure, Effectiveness Failure or Maintenance Failure for the first thirty (30) days during which such Filing Failure, Effectiveness Failure or Maintenance Failure continues (pro rated for any period totaling less than thirty (30) days), and thereafter one percent (1.0%) of the aggregate Purchase Price (as such term is defined in the Purchase Agreement) of such Purchaser's Registrable Securities included in such Registration Statement for each ensuing thirty (30) day period during which such Filing Failure, Effectiveness Failure or Maintenance Failure continues (pro rated for any period totaling less than thirty (30) days), subject to a maximum penalty of ten percent (10%) of the aggregate Purchase Price (as such term is defined in the Purchase Agreement) paid by such Purchaser pursuant to the Purchase Agreement for all Registration Delay Payments (as defined below) payable to an Purchaser under this Agreement. The payments to which an Purchaser shall be entitled pursuant to this Section 2.1(f) are referred to herein as "Registration Delay Payments." Registration Delay Payments shall be paid by the tenth day following the calendar month during which such Registration Delay Payments are incurred. In the event the Company fails to make Registration Delay Payments in a timely manner, such Registration Delay Payments shall bear interest at the rate of one percent (1.0%) per month (prorated for partial months) until paid in full. The Company shall not be obligated to make any liquidated damages under this Section if its breach of the provisions of this Section is caused by circumstances beyond its control.

(h) Neither the Company nor any Subsidiary (as defined in the Purchase Agreement) nor affiliate thereof shall identify any Purchaser as an underwriter in any public disclosure or filing with the Commission or any Trading Market without the prior written consent of such Purchaser and any Purchaser being deemed an underwriter by the Commission shall not relieve the Company of any obligations it has under this Agreement or any other Transaction Document provided, however, that the foregoing shall not prohibit the Company from including the disclosure found in the "Plan of Distribution" section attached hereto as Exhibit B in the Registration Statement.

ARTICLE III.
RELATED COMPANY OBLIGATIONS

3.1. Related Obligations . At such time as the Company is obligated to file a Registration Statement with the Commission pursuant to Sections 2.1(a), (b), (e) or (f), the Company will use its reasonable best efforts to effect the registration of the Registrable Securities in accordance with the intended method of disposition thereof and, pursuant thereto, the Company shall have the following obligations:

(a) The Company shall submit to the Commission, within three (3) Business Days after the Company learns that no review of a particular Registration Statement will be made by the staff of the Commission or that the staff has no further comments on a particular Registration Statement, as the case may be, a request for acceleration of effectiveness of such Registration Statement to a time and date not later than 48 hours after the submission of such request. The Company shall keep each Registration Statement effective pursuant to Rule 415 at all times until the earlier of (i) two years after the last Closing Date under the Purchase Agreement; (ii) the date that Purchasers that are then Non-Affiliates may sell all of their Registrable Securities covered by such Registration Statement without volume or holding period restrictions pursuant to Rule 144 (or if a holding period restriction then applies, enough time has passed since the Closing to satisfy such holding period restriction), (iii) the date on which the Purchasers shall have sold all of the Registrable Securities covered by such Registration Statement, or (iv) the date when the securities covered by the Registration Statement are no longer Registrable Securities as defined herein (the " Registration Period "). The Company shall ensure that each Registration Statement (including any amendments or supplements thereto and prospectuses contained therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein (in the case of prospectuses, in the light of the circumstances in which they were made) not misleading.

(b) The Company shall prepare and file with the Commission such amendments (including post-effective amendments) and supplements to a Registration Statement and the prospectus used in connection with such Registration Statement, which prospectus is to be filed pursuant to Rule 424 promulgated under the Securities Act, as may be necessary to keep such Registration Statement effective at all times during the Registration Period, and, during such period, comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities of the Company covered by such Registration Statement until such time as all of such Registrable Securities shall have been disposed of in accordance with the intended methods of disposition by the seller or sellers thereof as set forth in such Registration Statement. In the case of amendments and supplements to a Registration Statement which are required to be filed pursuant to this Agreement (including pursuant to this Section 3.1(b)) by reason of the Company filing a report on Form 10-Q, Form 10-K or any analogous report under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the Company shall have incorporated such report by reference into such Registration Statement, if applicable, or shall file such amendments or supplements with the Commission within two Trading Days after the Exchange Act report is filed which created the requirement for the Company to amend or supplement such Registration Statement.

(c) The Company shall (A) permit Legal Counsel to review and comment upon (i) a Registration Statement at least five (5) Business Days prior to its filing with the Commission and (ii) all amendments and supplements to all Registration Statements (except for any reports filed under the Exchange Act which may be deemed to supplement or amend the Registration Statement, so long as such report was not filed solely for such purpose) within a reasonable number of days prior to their filing with the Commission, and (B) not file any Registration Statement or amendment or supplement thereto in a form to which Legal Counsel reasonably and timely objects. The Company shall furnish to Legal Counsel, without charge, (i) copies of any correspondence from the Commission or the staff of the Commission to the Company or its representatives relating to any Registration Statement, (ii) promptly after the same is prepared and filed with the Commission, one copy of any Registration Statement and any amendment(s) thereto, including financial statements and schedules, all documents incorporated therein by reference, if requested by an Purchaser, and all exhibits (unless such Registration Statement is available on EDGAR) and (iii) upon the effectiveness of any Registration Statement, one copy of the prospectus included in such Registration Statement and all amendments and supplements thereto (unless such Registration Statement is available on EDGAR). The Company shall reasonably cooperate with Legal Counsel in performing the Company's obligations pursuant to this Section 3.1.

(d) The Company shall furnish each Purchaser whose Registrable Securities are included in any Registration Statement, without charge, (i) promptly after the same is prepared and filed with the Commission, at least one copy of such Registration Statement and any amendment(s) thereto, including financial statements and schedules, all documents incorporated therein by reference, if requested by an Purchaser, all exhibits and each preliminary prospectus (unless such Registration Statement is available on EDGAR), (ii) upon the effectiveness of any Registration Statement, ten (10) copies of the prospectus included in such Registration Statement and all amendments and supplements thereto (unless such amendments and supplements are available on EDGAR) and (iii) such other documents, including copies of the foregoing (regardless of whether such documents are available upon EDGAR) and any preliminary or final prospectus, as such Purchaser may reasonably request from time to time in order to facilitate the disposition of the Registrable Securities owned by such Purchaser.

(e) The Company shall use its reasonable best efforts to (i) register and qualify, unless an exemption from registration and qualification applies, the resale by Purchasers of the Registrable Securities covered by a Registration Statement under such other securities or "blue sky" laws of all applicable jurisdictions in the United States, (ii) prepare and file in those jurisdictions, such amendments (including post-effective amendments) and supplements to such registrations and qualifications as may be necessary to maintain the effectiveness thereof during the Registration Period, (iii) take such other actions as may be reasonably necessary to maintain such registrations and qualifications in effect at all times during the Registration Period, and (iv) take all other actions reasonably necessary or advisable to qualify the Registrable Securities for sale in such jurisdictions during the Registration Period; provided , however , that the Company shall not be required in connection therewith or as a condition thereto to (x) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3.1(e), (y) subject itself to general taxation in any such jurisdiction, or (z) file a general consent to service of process in any such jurisdiction. The Company shall promptly notify Legal Counsel and each Purchaser who holds Registrable Securities of the receipt by the Company of any notification with respect to the suspension of the registration or qualification of any of the Registrable Securities for sale under the securities or "blue sky" laws of any jurisdiction in the United States or its receipt of notice of the initiation or threatening of any proceeding for such purpose.

(f) The Company shall notify Legal Counsel and each Purchaser in writing of the happening of any event, as promptly as practicable after becoming aware of such event, as a result of which the prospectus included in a Registration Statement, as then in effect, includes an untrue statement of a material fact or omission to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (provided that in no event shall such notice contain any material, nonpublic information), and, subject to Section 3.1(r), promptly prepare a supplement or amendment to such Registration Statement to correct such untrue statement or omission, and deliver ten (10) copies of such supplement or amendment to Legal Counsel and each Purchaser (or such other number of copies as Legal Counsel or such Purchaser may reasonably request) (unless such supplements or amendments are available on EDGAR). The Company shall also promptly notify Legal Counsel and each Purchaser in writing (i) when a prospectus or any prospectus supplement or post-effective amendment has been filed, and when a Registration Statement or any post-effective amendment has become effective (notification of such effectiveness shall be delivered to Legal Counsel and each Purchaser by facsimile no later than the next Business Day of such effectiveness and by overnight mail), (ii) of any request by the Commission for amendments or supplements to a Registration Statement or related prospectus or related information, and (iii) of the Company's reasonable determination that a post-effective amendment to a Registration Statement would be appropriate.

(g) The Company shall use its reasonable best efforts to prevent the issuance of any stop order or other suspension of effectiveness of a Registration Statement, or the suspension of the qualification of any of the Registrable Securities for sale in any jurisdiction and, if such an order or suspension is issued, to obtain the withdrawal of such order or suspension at the earliest possible moment and to notify Legal Counsel and each Purchaser who holds Registrable Securities being sold of the issuance of such order and the resolution thereof or its receipt of notice of the initiation or threat of any proceeding for such purpose.

(h) If any Purchaser is deemed to be, alleged to be or reasonably believes it may be deemed or alleged to be, an underwriter or is required under applicable securities law to be described in the Registration Statement as an underwriter of Registrable Securities, at the reasonable request of such Purchaser, the Company shall furnish to such Purchaser, on the date of the effectiveness of the Registration Statement and thereafter from time to time on such dates as an Purchaser may reasonably request (i) a letter, dated such date, from the Company's independent certified public accountants in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the applicable Purchasers, and (ii) an opinion, dated as of such date, of counsel representing the Company for purposes of such Registration Statement, in form, scope and substance as is customarily given in an underwritten public offering, addressed to the applicable Purchasers.

(i) If any Purchaser is deemed to be, alleged to be or reasonably believes it may be deemed or alleged to be, an underwriter or is required under applicable securities law to be described in the Registration Statement as an underwriter of Registrable Securities, upon the request of such Purchaser, the Company shall make available for inspection by (i) such Purchaser, (ii) Legal Counsel and (iii) one firm of accountants or other agents retained by the Purchasers (collectively, the " Inspectors "), all pertinent financial and other records, and pertinent corporate documents and properties of the Company (collectively, the " Records "), as shall be reasonably deemed necessary by each Inspector, and cause the Company's officers, directors and employees to supply all information which any Inspector may reasonably request; provided, however, that each Purchaser shall hold (and shall cause its other Inspectors to hold) in strict confidence and shall not (and shall cause its other Inspectors not to) make any disclosure (except to the other Inspectors) or use of any Record or other confidential information regarding the Company, unless (a) the disclosure of such Records is necessary to avoid or correct a misstatement or omission in any Registration Statement or is otherwise required under the Securities Act, (b) the release of such Records is ordered pursuant to a final, non-appealable subpoena or order from a court or government body of competent jurisdiction, or (c) the information in such Records has been made generally available to the public other than by disclosure in violation of this or any other Transaction Document. Each Purchaser agrees that it shall, upon learning that disclosure of such Records is sought in or by a court or governmental body of competent jurisdiction or through other means, give prompt notice to the Company and allow the Company, at its expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, the Records deemed confidential. Nothing herein (or in any other confidentiality agreement between the Company and any Purchaser) shall be deemed to limit the Purchasers' ability to sell Registrable Securities in a manner which is otherwise consistent with applicable laws and regulations.

(j) The Company shall hold in confidence and not make any disclosure of information (other than information provided to the Company by an Purchaser pursuant to Section 4.1(a)) concerning an Purchaser provided to the Company unless (i) disclosure of such information is necessary to comply with federal or state securities laws or the rules of any exchange or other market in which the Company's securities are then traded, listed or quoted, (ii) the disclosure of such information is necessary to avoid or correct a misstatement or omission in any Registration Statement, (iii) the release of such information is ordered pursuant to a subpoena or other final, non-appealable order from a court or governmental body of competent jurisdiction or (iv) such information has been made generally available to the public other than by disclosure in violation of this Agreement, any other agreement to which the Company is a party, or, to the Company's knowledge, any other agreement. The Company agrees that it shall, upon learning that disclosure of such information concerning an Purchaser is sought in or by a court or governmental body of competent jurisdiction or through other means, give prompt written notice to such Purchaser and allow such Purchaser, at the Purchaser's expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, such information.

(k) The Company shall use its reasonable best efforts to cause all of the Registrable Securities covered by a Registration Statement to be listed on a Trading Market. The Company shall pay all fees and expenses in connection with satisfying its obligation under this Section 3.1(k).

(l) The Company shall cooperate with the Purchasers who hold Registrable Securities being offered and, to the extent applicable, facilitate the timely preparation and delivery of certificates (not bearing any restrictive legend) representing the Registrable Securities to be offered pursuant to a Registration Statement and enable such certificates to be in such denominations or amounts, as the case may be, as the Purchasers may reasonably request and registered in such names as the Purchasers may request.

(m) If requested by an Purchaser, the Company shall (i) as soon as practicable incorporate in a prospectus supplement or post-effective amendment such information as an Purchaser reasonably requests to be included in the Plan of Distribution or Selling Stockholder sections relating to the sale and distribution of Registrable Securities, including, without limitation, information with respect to the number of Registrable Securities being offered or sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Securities to be sold in such offering; (ii) as soon as practicable make all required filings of such prospectus supplement or post-effective amendment after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment; and (iii) as soon as practicable, supplement or make amendments to any Registration Statement if reasonably requested by an Purchaser holding any Registrable Securities.

(n) The Company shall use its reasonable best efforts to cause the Registrable Securities covered by a Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to consummate the disposition of such Registrable Securities by the Purchasers.

(o) [intentionally omitted]

(p) The Company shall otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the Commission in connection with any registration hereunder.

(q) Within five (5) Business Days after a Registration Statement which covers Registrable Securities is ordered effective by the Commission, the Company shall deliver to the Transfer Agent for such Registrable Securities (with copies to the Purchasers whose Registrable Securities are included in such Registration Statement) confirmation that such Registration Statement has been declared effective by the Commission in the form attached hereto as Exhibit A .

(r) Notwithstanding anything to the contrary herein, at any time after any Effective Date, the Company may delay the disclosure of material, non-public information concerning the Company the disclosure of which at the time is not, in the good faith opinion of the Board of Directors of the Company, in the best interest of the Company otherwise required or otherwise render the Registration Statement unavailable for sales to be effected thereunder (a " Grace Period "); provided, that the Company shall promptly (i) notify the Purchasers in writing of the existence of material, non-public information giving rise to a Grace Period (provided that in each notice the Company will not disclose the content of such material, non-public information to the Purchasers) and the date on which the Grace Period will begin on the first day that the effectiveness of the Registration Statement is suspended, and (ii) notify the Purchasers in writing of the date on which the Grace Period ends; and, provided further, that no Grace Period shall exceed twenty-five (25) consecutive days and during any three hundred sixty five (365) day period such Grace Periods shall not exceed an aggregate of sixty (60) days and the first day of any Grace Period must be at least five (5) Trading Days after the last day of any prior Grace Period (each, an "Allowable Grace Period"). For purposes of determining the length of a Grace Period above, the Grace Period shall begin on and include the date the Purchasers receive the notice referred to in clause (i) and shall end on and include the later of the date the Purchasers receive the notice referred to in clause (ii) and the date referred to in such notice. The provisions of Section 3.1 (g) hereof shall not be applicable during the period of any Allowable Grace Period. Upon expiration of the Grace Period, the Company shall again be bound by the first sentence of Section 3.1(f) with respect to the information giving rise thereto unless such material, non-public information is no longer applicable. Notwithstanding anything to the contrary, the Company shall cause its transfer agent to deliver unlegended shares of Common Stock to a transferee of an Purchaser in accordance with the terms of the Purchase Agreement in connection with any sale of Registrable Securities with respect to which an Purchaser has entered into a contract for sale, and delivered a copy of the prospectus included as part of the applicable Registration Statement (unless an exemption from such prospectus delivery requirement exists), prior to the Purchaser's receipt of the notice of a Grace Period and for which the Purchaser has not yet settled.

(s) If NASDR Rule 2710 requires any broker-dealer to make a filing prior to executing a sale by a Purchaser, the Company shall (i) make an Issuer Filing with the NASDR, Inc. Corporate Financing Department pursuant to proposed NASDR Rule 2710(b)(10)(A)(i), (ii) respond within five Trading Days to any comments received from NASDR in connection therewith, and (iii) pay the filing fee required in connection therewith.

ARTICLE IV
PURCHASER OBLIGATIONS

4.1 Obligations of the Purchasers .

(a) At least five (5) Business Days prior to the first anticipated filing date of a Registration Statement, the Company shall send each Purchaser a selling stockholder questionnaire in substantially the form attached hereto as Exhibit C . It shall be a condition precedent to the obligations of the Company to complete the registration pursuant to this Agreement with respect to the Registrable Securities of a particular Purchaser that such Purchaser shall furnish to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it as shall be reasonably required to effect and maintain the effectiveness of the registration of such Registrable Securities within five (5) Business Days and such Purchaser shall execute such documents in connection with such registration as the Company may reasonably request.

(b) Each Purchaser, by such Purchaser's acceptance of the Registrable Securities, agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of any Registration Statement hereunder, unless such Purchaser has notified the Company in writing of such Purchaser's election to exclude all of such Purchaser's Registrable Securities from such Registration Statement.

(c) Each Purchaser agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3.1 (g) or the first sentence of Section 3.1(f), such Purchaser will immediately discontinue disposition of Registrable Securities pursuant to any Registration Statement(s) covering such Registrable Securities until such Purchaser's receipt of the copies of the supplemented or amended prospectus contemplated by Section 3.1(g) or the first sentence of Section 3.1(f) or receipt of notice that no supplement or amendment is required. Notwithstanding anything to the contrary, the Company shall cause its transfer agent to deliver unlegended shares of Common Stock to a transferee of an Purchaser in accordance with the terms of the Purchase Agreement in connection with any sale of Registrable Securities with respect to which an Purchaser has entered into a contract for sale prior to the Purchaser's receipt of a notice from the Company of the happening of any event of the kind described in Section 3.1(g) or the first sentence of Section 3.1(f) and for which the Purchaser has not yet settled.

(d) Each Purchaser covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it or an exemption therefrom in connection with sales of Registrable Securities pursuant to the Registration Statement.

ARTICLE V
EXPENSES OF REGISTRATION

5.1. Expenses of Registration . All fees and expenses incident to the performance of or compliance with this Agreement by the Company shall be borne by the Company whether or not any Registrable Securities are sold pursuant to a Registration Statement. The fees and expenses referred to in the foregoing sentence shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses of the Company's counsel and auditors) (A) with respect to filings made with the Commission, (B) with respect to filings required to be made with any Trading Market on which the Common Stock is then listed for trading, (C) in compliance with applicable state securities or Blue Sky laws reasonably agreed to by the Company in writing (including, without limitation, fees and disbursements of counsel for the Company in connection with Blue Sky qualifications or exemptions of the Registrable Securities) and (D) if not previously paid by the Company in connection with an issuer filing, with respect to any filing that may be required to be made by any broker through which a Purchaser intends to make sales of Registrable Securities with the FINRA pursuant to NASD Rule 2710, so long as the broker is receiving no more than a customary brokerage commission in connection with such sale, (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities), (iii) messenger, telephone and delivery expenses, (iv) fees and disbursements of counsel for the Company, (v) Securities Act liability insurance, if the Company so desires such insurance, and (vi) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement. In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit and the fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange as required hereunder. In no event shall the Company be responsible for any broker or similar commissions of any Purchaser or, except to the extent provided for in the Transaction Documents, any legal fees or other costs of the Purchasers.

ARTICLE VI
INDEMNIFICATION

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

(a) To the fullest extent permitted by law, the Company will, and hereby does, indemnify, hold harmless and defend each Purchaser, the directors, officers, members, partners, employees, agents, representatives of, and each Person, if any, who controls any Purchaser within the meaning of the Securities Act or the Exchange Act (each, an "Indemnified Person"), against any losses, claims, damages, liabilities, judgments, fines, penalties, charges, costs, reasonable attorneys' fees, amounts paid in settlement or expenses, joint or several (collectively, "Claims") incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal taken from the foregoing by or before any court or governmental, administrative or other regulatory agency, body or the Commission, whether pending or threatened, whether or not an indemnified party is or may be a party thereto ("Indemnified Damages"), to which any of them may become subject insofar as such Claims (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement of a material fact in a Registration Statement or any post-effective amendment thereto or in any filing made in connection with the qualification of the offering under the securities or other "blue sky" laws of any jurisdiction in which Registrable Securities are offered ("Blue Sky Filing"), or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus if used prior to the effective date of such Registration Statement, or contained in the final prospectus (as amended or supplemented, if the Company files any amendment thereof or supplement thereto with the Commission) or the omission or alleged omission to state therein any material fact necessary to make the statements made therein, in the light of the circumstances under which the statements therein were made, not misleading, (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any other law, including, without limitation, any state securities law, or any rule or regulation thereunder relating to the offer or sale of the Registrable Securities pursuant to a Registration Statement or (iv) any breach by the Company of a representation, warranty or covenant contained in this Agreement (the matters in the foregoing clauses (i) through (iv) being, collectively, "Violations"). Subject to Section 6.1(d), the Company shall reimburse the Indemnified Persons, promptly as such expenses are incurred and are due and payable, for any reasonable legal fees or other reasonable expenses incurred by them in connection with investigating or defending any such Claim.

(b) Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in Section 6.1(a): (i) shall not apply to a Claim by an Indemnified Person arising out of or based upon a Violation which occurs (A) in reliance upon and in conformity with information furnished in writing to the Company by such Indemnified Person expressly for use in connection with the preparation of the Registration Statement (including any amendment thereto, any related prospectus, or any prospectus supplement) (which information provided by the Purchasers includes Exhibits B and C to this Agreement), (B) failure by the Purchaser to comply with prospectus delivery requirements, if such prospectus, or any such amendment thereof or supplement thereto, was timely made available by the Company pursuant to Section 3.1 (d), or (C) the use by such Purchaser of an outdated or defective prospectus after the Company has notified such Purchaser in writing that the prospectus is outdated or defective and prior to the receipt by such Purchaser of an amended or supplemented prospectus, and (ii) shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Person and shall survive the transfer of the Registrable Securities by the Purchasers pursuant to Section 9.1.

(c) In connection with any Registration Statement in which an Purchaser is participating, each such Purchaser agrees to severally and not jointly indemnify, hold harmless and defend, to the same extent and in the same manner as is set forth in Section 6.1(a), the Company, each of its directors, each of its officers who signs the Registration Statement and each Person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act (each, an "Indemnified Party"), against any Claim or Indemnified Damages to which any of them may become subject, under the Securities Act, the Exchange Act or otherwise, insofar as such Claim or Indemnified Damages arise out of or are based upon any Violation, in each case to the extent, and only to the extent, that such Violation arises from the circumstances described in clauses (A) through (C) of Section 6.1(b) above; and, subject to Section 6.1(d), such Purchaser shall reimburse the Indemnified Party, promptly as such expenses are incurred and are due and payable, for any legal fees or other reasonable expenses incurred by it in connection with investigating or defending any such Claim; provided, however, that the indemnity agreement contained in this Section 6.1(c) and the agreement with respect to contribution contained in Section 7.1 shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of such Purchaser, which consent shall not be unreasonably withheld or delayed; provided, further, however, that the Purchaser shall be liable under this Section 6.1(c) for only that amount of a Claim or Indemnified Damages as does not exceed the net proceeds to such Purchaser as a result of the sale of Registrable Securities pursuant to such Registration Statement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Indemnified Party and shall survive the transfer of the Registrable Securities by the Purchasers pursuant to Section 9.1.

(d) Promptly after receipt by an Indemnified Person or Indemnified Party under this Section 6.1 of notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving a Claim, such Indemnified Person or Indemnified Party shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section 6.1, deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel reasonably satisfactory to the Indemnified Person or the Indemnified Party, who shall not, except with the consent of the indemnifying party, be counsel to the Indemnified Person or the Indemnified Party as the case may be; and after notice from the indemnifying party of its election to assume the defense thereof, the indemnifying party shall not be liable to the Indemnified Party or Indemnified Person for any legal expenses of other counsel or other expenses incurred in connection with the defense thereof; provided , however , that the Indemnified Persons or Indemnified Parties shall have the right to retain their own counsel with the reasonable fees and expenses of not more than one counsel for all Indemnified Persons or Indemnified Parties to be paid by the indemnifying party, if, in the reasonable opinion of counsel retained by the indemnifying party, the representation by such counsel of the Indemnified Person or Indemnified Party and the indemnifying party would likely represent a conflict of interest that would legally preclude such representation. In the case of an Indemnified Person, legal counsel referred to in the immediately preceding sentence shall be selected by the Purchasers holding at least 80% interest of the Registrable Securities included in the Registration Statement to which the Claim relates. The Indemnified Party or Indemnified Person shall cooperate fully with the indemnifying party in connection with any negotiation or defense of any such action or Claim by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Indemnified Party or Indemnified Person which relates to such action or Claim. The indemnifying party shall keep the Indemnified Party or Indemnified Person reasonably apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its prior written consent; provided , however , that the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the prior written consent of the Indemnified Party or Indemnified Person, consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party or Indemnified Person of a release from all liability in respect to such Claim or litigation, and such settlement shall not include any admission as to fault on the part of the Indemnified Party or Indemnified Person. Following indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Indemnified Party or Indemnified Person with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnified Person or Indemnified Party under this Section 6.1, except to the extent that the indemnifying party is prejudiced in its ability to defend such action.

(e) The indemnification required by this Section 6.1 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Damages are incurred.

(f) The indemnity agreements contained herein shall be in addition to (i) any cause of action or similar right of the Indemnified Party or Indemnified Person against the indemnifying party or others, and (ii) any liabilities the indemnifying party may be subject to pursuant to the law.

ARTICLE VII
CONTRIBUTION

7.1. Contribution . To the extent any indemnification by an indemnifying party is prohibited or limited by law, the indemnifying party agrees, in lieu of providing such indemnification, to contribute to the amount paid or payable by such Indemnified Party or Indemnifying Person as a result of such Claims or Indemnified Damages, in such proportion as is appropriate to reflect the relative fault of the Company, on the one hand, and the Purchasers, on the other hand, in connection with the statements or omissions which resulted in such Claims or Indemnified Damages, as well as any other relevant equitable considerations; provided , however , that (i) no Person involved in the sale of Registrable Securities which is guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) in connection with such sale shall be entitled to contribution from any Person who was not guilty of fraudulent misrepresentation and (ii) contribution by any seller of Registrable Securities shall be limited in amount of net proceeds received by such seller from the sale of such Registrable Securities subject to the Claim. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company, on the one hand, or the Purchasers, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Purchasers agree that it would not be just and equitable if contribution pursuant to this Section 7.1 were determined by pro rata allocation (even if the Purchasers were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 7.1. The amount paid or payable by an Indemnified Party or Indemnified Person as a result of the Claims or Indemnified Damages referred to above in this Section 7.1 shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such action or claim. The Purchasers' obligations in this Section 7.1 to contribute are several in proportion to their respective underwriting obligations and not joint.

ARTICLE VIII
REPORTING REQUIREMENTS

8.1. Reports Under the Exchange Act . With a view to making available to the Purchasers the benefits of Rule 144 promulgated under the Securities Act or any other similar rule or regulation of the Commission that may at any time permit the Purchasers to sell securities of the Company to the public without registration ("Rule 144"), the Company agrees to, during the two years after the last Closing Date: (i) make and keep public information available, as those terms are understood and defined in Rule 144; (ii) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act so long as the Company remains subject to such requirements and the filing of such reports and other documents is required for the applicable provisions of Rule 144; and (iii) furnish to each Purchaser that then owns Registrable Securities, promptly upon request (a) a written statement by the Company, if true, that it has complied with the reporting requirements of Rule 144, the Securities Act and the Exchange Act, (b) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company and (c) such other information as may be reasonably requested to permit the Purchasers to sell such securities pursuant to Rule 144 without registration.

ARTICLE IX
MISCELLANEOUS

9.1. Assignment of Registration Rights . The rights under this Agreement shall be automatically assignable by the Purchasers to any transferee of all or any portion of such Purchaser's Registrable Securities if: (i) the Purchaser agrees in writing with the transferee or assignee to assign such rights and a copy of such agreement is furnished to the Company within a reasonable time after such assignment; (ii) the Company is, within a reasonable time after such transfer or assignment, furnished with written notice of (a) the name and address of such transferee or assignee and (b) the securities with respect to which such registration rights are being transferred or assigned; (iii) immediately following such transfer or assignment the further disposition of such securities by the transferee or assignee is restricted under the Securities Act or applicable state securities laws; (iv) at or before the time the Company receives the written notice contemplated by clause (ii) of this sentence the transferee or assignee agrees in writing with the Company to be bound by all of the provisions contained herein; and (v) such transfer shall have been made in accordance with the applicable requirements of the Purchase Agreement.

9.2. Amendments and Waivers . The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the same shall be in writing and signed by the Company and the Purchasers holding at least 75% of the then outstanding Registrable Securities. If a Registration Statement does not register all of the Registrable Securities pursuant to a waiver or amendment done in compliance with the previous sentence, then the number of Registrable Securities to be registered for each Purchaser shall be reduced pro rata among all Purchasers and each Purchaser shall have the right to designate which of its Registrable Securities shall be omitted from such Registration Statement. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of a Purchaser or some Purchasers and that does not directly or indirectly affect the rights of other Purchasers may be given by such Purchaser or Purchasers of all of the Registrable Securities to which such waiver or consent relates; provided , however , that the provisions of this sentence may not be amended, modified, or supplemented except in accordance with the provisions of the first sentence of this Section 9.2. Failure of any party to exercise any right or remedy under this Agreement or otherwise, or delay by a party in exercising such right or remedy, shall not operate as a waiver thereof.

9.3. Notices . Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be delivered as set forth in the Purchase Agreement.

9.4. Successors and Assigns . This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties and shall inure to the benefit of each Purchaser. The Company may not assign (except by merger) its rights or obligations hereunder without the prior written consent of all of the Purchasers of the then outstanding Registrable Securities. Each Purchaser may assign their respective rights hereunder in the manner and to the Persons as permitted under the Purchase Agreement.

9.5 Governing Law . All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be determined in accordance with the provisions of the Purchase Agreement.

9.6. Cumulative Remedies . The remedies provided herein are cumulative and not exclusive of any other remedies provided by law.

9.7. Severability . If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

9.8. Headings . The headings in this Agreement are for convenience only, do not constitute a part of the Agreement and shall not be deemed to limit or affect any of the provisions hereof.

9.10 Independent Nature of Purchaser's Obligations and Rights . The obligations of each Purchaser hereunder are several and not joint with the obligations of any other Purchaser hereunder, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser hereunder. Nothing contained herein or in any other agreement or document delivered at any closing, and no action taken by any Purchaser pursuant hereto or thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert with respect to such obligations or the transactions contemplated by this Agreement. Each Purchaser shall be entitled to protect and enforce its rights, including without limitation the rights arising out of this Agreement, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose.

9.10 Construction. The parties agree that each of them and/or their respective counsel has reviewed and had an opportunity to revise this Agreement and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto. The words "include," "includes," and "including" will be deemed to be followed by "without limitation." The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited.

IN WITNESS WHEREOF, each Purchaser and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

REGINICIN, INC.

By: /s/ Randall E. McCoy
Name: Mr. Randall E. McCoy
Title: Chief Executive Officer

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SIGNATURE PAGES FOR PURCHASERS FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Registration Rights Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Purchaser: _____

Signature of Authorized Signatory of Purchaser: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

[SIGNATURE PAGES CONTINUE]

Exhibit A

Empire Stock Transfer Inc.
1859 Whitney Mesa Dr
Henderson, NV 89014

Re: Reginicin, Inc.

Ladies and Gentlemen:

Reference is made to that certain Securities Purchase Agreement (the " Securities Purchase Agreement") entered into by and among Regenicin, Inc. (f/k/a/ Windstar, Inc.), a Nevada corporation (the " Company ") , and the purchasers named therein (collectively, the " Purchasers") pursuant to which the Company sold to the Purchasers shares (the " Shares ") of the Company's common stock, $0.001par value per share (the " Common Stock ") . Pursuant to the Securities Purchase Agreement, the Company also has entered into a Registration Rights Agreement with the Purchasers (the " Registration Rights Agreement") pursuant to which the Company has agreed, among other things, to register the Registrable Securities (as defined in the Registration Rights Agreement) under the Securities Act of 1933, as amended (the " Securities Act").

In connection with the Company's obligations under the Registration Rights Agreement, on _____, 2010, the Company filed a Registration Statement on Form ____ (File No. 333- _____) (the " Registration Statement") with the Securities and Exchange Commission (the " Commission") relating to the Registrable Securities which names each of the Purchasers as a selling stockholder thereunder (the " Selling Shareholders").

In connection with the foregoing, we advise you that a member of the Commission's staff has advised us by telephone that the Commission has entered an order declaring the Registration Statement effective under the Securities Act at [TIME OF EFFECTIVENESS] on [DATE OF EFFECTIVENESS] and we have no knowledge, after telephonic inquiry of a member of the Commission's staff, that any stop order suspending its effectiveness has been issued or that any proceedings for that purpose are pending before, or threatened by, the Commission. Based on the foregoing, the Registrable Securities are available for resale under the Securities Act pursuant to the Registration Statement.

Each Selling Stockholder has agreed (i) pursuant to the Securities Purchase Agreement, that the Shares may not be offered for sale, sold, assigned or transferred except in compliance with the Securities Act and (ii) pursuant to the Registration Rights Agreement, to comply with the prospectus delivery requirements of the Securities Act applicable to such Selling Stockholder in connection with sales of Shares pursuant to the Registration Statement or the applicable requirements of any exemption from the Securities Act. In reliance upon such representation, this letter shall serve as our standing instruction to you that the Shares covered by the Registration Statement [*optional* (which are listed on Exhibit ___ hereto] are freely transferable by the Holders pursuant to the Registration Statement subject to any stock transfer instructions that we may issue to you from time to time. You need not require further letters from us to effect any future legend-free issuance or reissuance of such Shares, provided at the time of such issuance or reissuance, the Company has not otherwise notified you that the Registration Statement is unavailable for the resale of the Registrable Securities.

REGINICIN, INC.

By: /s/ Randall E. McCoy
Name: Mr. Randall E. McCoy
Title: Chief Executive Officer

Plan of Distribution

Each Selling Stockholder (the Ò Selling Stockholders Ó) of the common stock and any of their pledgees, assignees and successors-in-interest may, from time to time, sell any or all of their shares of Common Stock on the [principal Trading Market] or any other stock exchange, market or trading facility on which the shares are traded or in private transactions. These sales may be at fixed or negotiated prices. A Selling Stockholder may use any one or more of the following methods when selling shares:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- settlement of short sales entered into after the effective date of the registration statement of which this prospectus is a part;
- broker-dealers may agree with the Selling Stockholders to sell a specified number of such shares at a stipulated price per share;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- a combination of any such methods of sale; or
- any other method permitted pursuant to applicable law.

The Selling Stockholders may also sell shares under Rule 144 under the Securities Act of 1933, as amended (the ÒSecurities ActÓ), if available, rather than under this prospectus.

Broker-dealers engaged by the Selling Stockholders may arrange for other brokers-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the Selling Stockholders (or, if any broker-dealer acts as agent for the purchaser of shares, from the purchaser) in amounts to be negotiated, but, except as set forth in a supplement to this Prospectus, in the case of an agency transaction not in excess of a customary brokerage commission in compliance with FINRA NASD Rule 2440; and in the case of a principal transaction a markup or markdown in compliance with NASD IM-2440.

In connection with the sale of the common stock or interests therein, the Selling Stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the common stock in the course of hedging the positions they assume. The Selling Stockholders may also sell shares of the common stock short and deliver these securities to close out their short positions, or loan or pledge the common stock to broker-dealers that in turn may sell these securities. The Selling Stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The Selling Stockholders and any broker-dealers or agents that are involved in selling the shares may be deemed to be ÒunderwritersÓ within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the shares purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Each Selling Stockholder has informed the Company that it does not have any written or oral agreement or understanding, directly or indirectly, with any person to distribute the Common Stock. In no event shall any broker-dealer receive fees, commissions and markups which, in the aggregate, would exceed eight percent (8%).

The Company is required to pay certain fees and expenses incurred by the Company incident to the registration of the shares. The Company has agreed to indemnify the Selling Stockholders against certain losses, claims, damages and liabilities, including liabilities under the Securities Act.

Because Selling Stockholders may be deemed to be "underwriters" within the meaning of the Securities Act, they will be subject to the prospectus delivery requirements of the Securities Act including Rule 172 thereunder. In addition, any securities covered by this prospectus which qualify for sale pursuant to Rule 144 under the Securities Act may be sold under Rule 144 rather than under this prospectus. There is no underwriter or coordinating broker acting in connection with the proposed sale of the resale shares by the Selling Stockholders.

We agreed to keep this prospectus effective until the earlier of (i) ____ [insert date that is two years after the last Closing Date under the Purchase Agreement] (ii) the date that Selling Shareholders (if they are not affiliates of the Company and have not been such an affiliate during the then immediately preceding 90 days) may sell all of their shares covered by this prospectus without volume or holding period restrictions pursuant to Rule 144, and (ii) the date on which the Selling Shareholders shall have sold all of the shares covered by this prospectus. The resale shares will be sold only through registered or licensed brokers or dealers if required under applicable state securities laws. In addition, in certain states, the resale shares may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

Under applicable rules and regulations under the Exchange Act, any person engaged in the distribution of the resale shares may not simultaneously engage in market making activities with respect to the common stock for the applicable restricted period, as defined in Regulation M, prior to the commencement of the distribution. In addition, the Selling Stockholders will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including Regulation M, which may limit the timing of purchases and sales of shares of the common stock by the Selling Stockholders or any other person. We will make copies of this prospectus available to the Selling Stockholders and have informed them of the need to deliver a copy of this prospectus to each purchaser at or prior to the time of the sale (including by compliance with Rule 172 under the Securities Act).

Exhibit C

Reginicin, Inc.
Selling Securityholder Notice and Questionnaire

The undersigned beneficial owner of common stock (the " Registrable Securities ") of Reginicin, Inc., a Nevada corporation (the " Company "), understands that the Company has filed or intends to file with the Securities and Exchange Commission (the " Commission ") a registration statement (the " Registration Statement ") for the registration and resale under Rule 415 of the Securities Act of 1933, as amended (the " Securities Act "), of the Registrable Securities, in accordance with the terms of the Registration Rights Agreement (the " Registration Rights Agreement ") to which this document is annexed. A copy of the Registration Rights Agreement is available from the Company upon request at the address set forth below. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Registration Rights Agreement.

Certain legal consequences arise from being named as a selling securityholder in the Registration Statement and the related prospectus. Accordingly, holders and beneficial owners of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not being named as a selling securityholder in the Registration Statement and the related prospectus.

NOTICE

The undersigned beneficial owner (the " Selling Securityholder ") of Registrable Securities hereby elects to include the Registrable Securities owned by it in the Registration Statement.

The undersigned hereby provides the following information to the Company and represents and warrants that such information is accurate:

QUESTIONNAIRE

1. Name.

(a) Full Legal Name of Selling Securityholder

(b) Full Legal Name of Registered Holder (if not the same as (a) above) through which Registrable Securities are held:

2. Address for Notices to Selling Securityholder:

Telephone:
Fax:
Contact Person:

3. Broker-Dealer Status:

(a) Are you a broker-dealer?

Yes ___ No___

(b) If "yes" to Section 3(a), did you receive your Registrable Securities as compensation for investment banking services to the Company?

Yes ___ No ___

Note: If "no" to Section 3(b), the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

(c) Are you an affiliate of a broker-dealer?

Yes ___ No ___

(d) If you are an affiliate of a broker-dealer, do you certify that you purchased the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes ___ No ___

Note: If "no" to Section 3(d), the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

4. Beneficial Ownership of Securities of the Company Owned by the Selling Securityholder.

Except as set forth below in this Item 4, the undersigned is not the beneficial or registered owner of any securities of the Company other than the securities issuable pursuant to the Purchase Agreement.

(a) Type and Amount of other securities beneficially owned by the Selling Securityholder:

5. Relationships with the Company:

Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equity holders (owners of 5% of more of the equity securities of the undersigned) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

State any exceptions here:

The undersigned agrees to promptly notify the Company of any inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof at any time while the Registration Statement remains effective.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Items 1 through 5 and the inclusion of such information in the Registration Statement and the related prospectus and any amendments or supplements thereto. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of the Registration Statement and the related prospectus.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Date: Beneficial Owner:

_____

By:
Name:
Title:

PLEASE FAX A COPY OF THE COMPLETED AND EXECUTED NOTICE AND QUESTIONNAIRE, AND RETURN THE ORIGINAL BY OVERNIGHT MAIL, TO:

Regenicn, Inc.
10 High Court
Little Falls, NJ 07424
Telephone: (973) 557-8914
Facsimile: (973) 200-0155
Attention: Randall E. McCoy, President

with a copy to:

Richard J. Pinto, Esq.
Stevens & Lee, P.C.
Princeton Pike Corporate Center
100 Lenox Drive
Suite 200
Lawrenceville, NJ 08648
Telephone: (609) 987-6650
Facsimile: (610) 371-7930

REGENICIN, INC.

LOCK-UP LEAK OUT AGREEMENT

This LOCK-UP LEAK-OUT AGREEMENT (the " Agreement ") is made as of August __, 2010 (the " Effective Date ") by and between REGENICIN, INC., (formerly WINDSTAR, INC.), a Nevada corporation (the " Company ") and the undersigned Shareholder (as defined below).

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the undersigned Shareholder agree as follows:

1. Six Month Prohibition on Sales or Transfers . The Shareholder, including the Shareholder's Affiliated Entities (as defined below), hereby agrees that for a period of six (6) months from the Effective Date (the " Lock-Up Period "), the Shareholder will not offer, sell, contract to sell, pledge, give, donate, transfer or otherwise dispose of, directly or indirectly, any shares of the Company's common stock $0.01 par value per share (the " Common Stock ") or securities convertible into or exercisable for Common Stock issued to the Shareholder pursuant to the Share Exchange (the " Lock-Up Shares ") or securities or rights convertible into or exchangeable or exercisable for any Lock-Up Shares, enter into a transaction which would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic or voting consequences of ownership of such securities, whether any such aforementioned transaction is to be settled by delivery of the Lock-Up Shares or such other securities, in cash or otherwise, or publicly disclose the intention to make any such offer, sale, pledge or disposition, or to enter into any such transaction, swap, hedge or other arrangement (the " Lock-Up Agreement "). As used in this Agreement " Affiliated Entities " shall mean any legal entity, including any corporation, limited liability company, partnership, not-for-profit corporation, estate planning vehicle or trust, which is directly or indirectly owned or controlled by the Shareholder or his or her descendants or spouse, of which such Shareholder or his or her descendants or spouse are beneficial owners, or which is under joint control or ownership with any other person or entity subject to a lock-up agreement regarding the Company's stock with terms substantially identical to this Agreement.

2. Post-Lock-Up Restrictions on Sales—Volume Limitations – Leak-Out . After the expiration of the Lock-Up Period and for the six (6) month period thereafter, the aggregate number of Lock-Up Shares that may be sold or otherwise Transferred (as defined below) by the Shareholder (taking into account sales and other Transfers (a) directly from the Shareholder, (b) by the Shareholder's Affiliated Entities and (c) by any holder of Lock-Up Shares previously sold or otherwise Transferred to such holder by the Shareholder after the Effective Date (but taking into account only Lock-Up Shares transferred to the holder by the Shareholder)) shall not exceed (i) 10% of the average monthly trading volume for the Common Stock on the relevant trading market as reported by Bloomberg L.P. for any Shareholder who is not an "affiliate" of the Company as such term is defined under the Securities Act of 1933, as amended (the " Act "), and (ii) the greater of (x) 5% of the average monthly trading volume for the Common Stock on the relevant trading market as reported by Bloomberg L.P., or (y) the maximum amount permitted under applicable law or regulation for any Shareholder who is an "affiliate" (as adjusted for any stock split, combination or the like) in any 30-day period (the " Volume Limitations ").

3. Allowable Sales During Lock-Up Period and Thereafter . Notwithstanding the terms of Section 1 above, during the Lock-Up Period the Shareholder may:

(a) Transfer Lock-Up Shares to the Company or its designee.

(b) Make a bona fide charitable donation to a non-profit, religious organization or institution that is independent of the Shareholder (a " Charitable Donee ").

(c) Grant and maintain a bona fide lien or security interest in, pledge, hypothecate or encumber (collectively, a " Pledge ") any Lock-Up Shares beneficially owned by him, her or it to a nationally or internationally recognized financial institution with assets of not less than $10 billion (an " Institution ") in connection with a loan to the Shareholder; provided, however, that (i) the Shareholder (treating the Shareholder and all Shareholder's Affiliated Entities in the aggregate as one entity) shall not Pledge Lock-Up Shares to secure loans in the aggregate in excess of One Million Dollars ($1,000,000); (ii) the Shareholder gives the Company's Secretary 5 days' prior written notice that he, she or it intends to Pledge Lock-Up Shares to an Institution pursuant to this Section 3(c); and (iii) the Institution agrees in writing at or prior to the time of such Pledge that the Company shall receive timely notice of any margin call or event of default and shall have the right to satisfy any margin call or cure any event of default by the Shareholder in connection with any loan to which the Pledge relates by purchasing any or all Lock-Up Shares Pledged at a price equal to 50% of the then-current market value (as calculated using the average closing sales price of the Company's Common Stock for the 15 immediately previous trading days) on the date of the margin call or event of default, such election by the Company to be shown by written notice to the Institution and payment within 5 business days of notice being received by the Company, with transfer of the Lock-Up Shares to the Company to be completed immediately upon receipt of such payment. In the event that the Company's payment for the Lock-Up Shares exceeds the amount owed to the Institution by the Shareholder, any excess amount shall be paid promptly by the Institution to the Shareholder. In the event that both the Company and the Shareholder attempt to make payment to satisfy any margin call or event of default, the first to make full payment shall be deemed to have completed such purchase or cure (as the case may be), and any payments received by the Institution from the other party shall be promptly returned. This paragraph may not be relied upon for any non-bona fide loan or other form of indirect or disguised sale. The Shareholder hereby appoints and constitutes Randall E. McCoy, with full power of substitution, as attorneys-in-fact (each an " Attorney-in–Fact ") to act in the Shareholder's name, place and stead, to transfer and convey to the Company all Lock-Up Shares purchased by the Company pursuant to this Section 3(c) and to execute and deliver all stock powers, endorse all stock certificates and execute and deliver any and all instruments, documents and agreements necessary to transfer all Lock-Up Shares purchased by the Company pursuant to this Section 3(c). The foregoing power of attorney is coupled with an interest and is irrevocable. The Shareholder agrees to indemnify and hold the Company and each Attorney-in-Fact, or their appointees, harmless from and against any and all liabilities, claims, damages and expenses (including attorney's fees and court costs) incurred by the Company or an Attorney-in-Fact, or their appointees, in connection with the exercise by the Company of its rights hereunder.

(d) Transfer Lock-Up Shares to one of the Shareholder's Affiliated Entities, so long as such Shareholder's Affiliated Entity agrees in an additional written instrument delivered to the Company to be subject to the terms and conditions of this Agreement.

(e) In the event that the Shareholder is subject, on the Effective Date, to any legally binding, written "put" or "call" option (the "Option"), the Shareholder shall furnish a copy of such written Option to the Chief Financial Officer or General Counsel of the Company prior to or at the time of signing this Agreement. In such event, the provisions of this Agreement shall not prevent the Shareholder from honoring his or her "put" rights or "call" obligations pursuant to such Option and the Company will, upon request, furnish any reasonably required written waiver of the applicability of this Agreement to the extent necessary to allow the Shareholder to meet his or her obligation.

(f) sell or otherwise transfer Lock-Up Shares in a private sale transaction not effected on a trading market.

4. Application of this Agreement to Shares Sold or Otherwise Transferred. So long as such sales or other Transfers are made in compliance with the Volume Limitations and other requirements of this Agreement, Lock-Up Shares sold in the public market shall thereafter not be subject to the restrictions on sale or other Transfer contained in this Agreement. Lock-Up Shares that are properly transferred to a Charitable Donee or Lock-Up Shares sold or otherwise Transferred in private sales or other Transfers pursuant to an Option shall thereafter not be subject to the restrictions on sale or other Transfer contained in this Agreement. Transfers of Lock-Up Shares or those sold in a private transaction pursuant to Section 3(f) shall continue to be subject to the Volume Limitations and other terms of this Agreement as described in that Section. Transferred Lock-Up Shares may continue to be subject to restrictions imposed by federal or state securities laws and contractual agreements outside of this Agreement.

5. Attempted Transfers. Any attempted or purported sale or other Transfer of any Lock-Up Shares by the Shareholder in violation or contravention of the terms of this Agreement shall be null and void *ab initio*. The Company shall, and shall instruct its transfer agent to, reject and refuse to transfer on its books any Lock-Up Shares that may have been attempted to be sold or otherwise Transferred in violation or contravention of any of the provisions of this Agreement and shall not recognize any person or entity.

6. Waiver of Claims . The Shareholder hereby irrevocably waives any and all known or unknown claims and rights, whether direct or indirect, fixed or contingent, that the Shareholder may now have or that may hereafter arise against the Company or any of its affiliates, or any of its respective officers, directors, shareholders, employees, agents, attorneys or advisors arising out of the negotiation, documentation of this Agreement.

7. Consent or Approval of Company . Whenever the waiver, consent or approval of the Company is required herein or is desired to amend this Agreement or waive any requirement in this Agreement, such consent, approval, amendment or waiver may only be given by the Company if and when approved by a majority of the Company's then independent directors; provided, however, that the independent directors may delegate this authority to executive officers of the Company if the Shareholder seeking or benefiting from the consent, approval, amendment or waiver is not serving as an officer or director of the Company.

8. Acknowledgement of Representation . The Shareholder represents and warrants to the Company that the Shareholder was or had the opportunity to be represented by legal counsel and other advisors selected by Shareholder in connection with the Exchange Agreement and has been represented by legal counsel and other advisors selected by the Shareholder in connection with this Agreement. The Shareholder has reviewed this Agreement with his, her or its legal counsel and other advisors and understands the terms and conditions hereof.

9. Legends on Certificates . All Lock-Up Shares now or hereafter owned by the Shareholder, except any shares purchased in open market transactions by Shareholders that are not affiliates (as such term is defined under securities laws) of the Company, shall be subject to the provisions of this Agreement and the certificates representing such Lock-Up Shares shall bear the following legend:

THE SALE, ASSIGNMENT, GIFT, BEQUEST, TRANSFER, DISTRIBUTION, PLEDGE, HYPOTHECATION OR OTHER ENCUMBRANCE OR DISPOSITION OF THE SHARES REPRESENTED BY THIS CERTIFICATE IS RESTRICTED BY AND MAY BE MADE ONLY IN ACCORDANCE WITH THE TERMS OF A LOCK-UP AGREEMENT, A COPY OF WHICH MAY BE EXAMINED AT THE OFFICE OF THE CORPORATION.

10. Termination of Lock-Up Agreement . This Agreement shall terminate upon the merger or consolidation of the Company with a corporation or other entity upon consummation of which the Shareholder and all other persons or entities that are party to a lock-up agreement regarding the Company's stock with terms substantially identical to this Lock-Up Agreement immediately thereafter own in the aggregate less than 25% of the total voting power of the surviving or resulting corporation.

11. Governing Law . This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

12. Notices . Any notices and other communications given pursuant to this Agreement shall be in writing and shall be effective upon delivery by hand or on the fifth (5th) day after deposit in the mail if sent by certified or registered mail (postage prepaid and return receipt requested) or on the next business day if sent by a nationally recognized overnight courier service (appropriately marked for overnight delivery) or upon transmission if sent by facsimile (with immediate electronic confirmation of receipt in a manner customary for communications of such type). Notices are to be addressed as follows:

If to the Company, to

Regenicn, Inc.
10 High Court
Little Falls, NJ 07424
Telephone: (973) 557-8914
Facsimile: (973) 200-0155
Attention: Randall E. McCoy, President and CEO

If to the Shareholder, to the address set forth on the signature page attached hereto

13. Binding Effect . This Agreement will be binding upon and inure to the benefit of the Company, its successors and assigns and to the Shareholder and their respective permitted heirs, personal representatives, successors and assigns.

14. Entire Understanding . This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and the transactions contemplated hereby and supersedes all prior written and oral agreements, arrangements and understandings relating to the subject matter hereof. This Agreement may not be changed orally, but may only be changed by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

15. Remedies . The parties hereto acknowledge that money damages are not an adequate remedy for violations of this Agreement and that any party may, in such party's sole discretion, apply to any court of competent jurisdiction for specific performance or injunctive relief or such other relief as such court may deem just and proper in order to enforce this Agreement or prevent any violation hereof and, to the extent permitted by applicable law, each party hereto waives any objection to the imposition of such relief. All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof, whether at law or in equity, shall be cumulative and not alternative, and the exercise or beginning of the exercise of any thereof by any party hereto shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

16. Counterparts . This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Each counterpart may consist of a number of copies each signed by less than all, but together signed by all, of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been signed as of the date first above written.

REGENICIN, INC.

By: /s/ Randall E. McCoy
Name: Mr. Randall E. McCoy
Title: CEO

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOR SHAREHOLDER FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Lock-Up Leak-Out Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Shareholder: _____

Signature of Authorized Signatory of Shareholder: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Email Address of Shareholder: _____

Facsimile Number of Shareholder: _____

Address for Notice of Shareholder: _____

Address for Delivery of Shares for Shareholder (if not same as address for notice): _____

_____

SHAREHOLDER'S SPOUSE (as applicable):

The undersigned spouse of the Shareholder has read and hereby approves the foregoing Agreement and agrees to be irrevocably bound by the Agreement and further agrees that any community property interest shall be similarly bound by the Agreement. I hereby irrevocably appoint my spouse as my attorney-in-fact with respect to any amendment or exercise of any rights under the Agreement.
Signature:

Name: _____

Signature of Authorized Signatory of Spouse: _____

AGREEMENT

THIS AGREEMENT (this " Agreement ") is made this 29th day of July, 2010, by and among THE BROADSMOORE GROUP, LLC, a Delaware limited liability company (" Broadsmoore "), REGENICIN, INC., a Nevada corporation (" Regenicin "), and RANDY MCCOY, an individual and resident of the State of New Jersey (" McCoy "). Each of Broadsmoore, Regenicin and McCoy are each individually referred to as a " party " and collectively as the " parties ". Terms appearing in initial capital form and not otherwise defined herein shall have the meaning ascribed to them in the LOI (as defined below).

W I T N E S S E T H:

WHEREAS, Vectoris Pharma LLC, a New Jersey limited liability company (" Vectoris ") controlled by McCoy has entered into an agreement with Broadsmoore pursuant to which Broadsmoore agreed to assist Vectoris and a company subsequently disclosed to be Regenicin in connection with a reverse triangular merger and concurrent PIPE financing and other related transactions (collectively, the " Transactions ") as more particularly set forth on the exclusive Letter of Intent attached hereto as Exhibit A (the " LOI ");

WHEREAS, the parties subsequently agreed to modify the terms of the Transactions and abandoned the contemplated Merger in favor of Regenicin entering into an agreement (the " Lonza Agreement ") directly with the Lonza Group Ltd. (" Lonza ") pursuant to which Regenicn will acquire certain license and other intellectual property rights from Lonza upon which it intends to develop and commercialize tissue-engineered skin substitutes to restore the qualities of healthy human skin. The modified terms of the Transactions are more particularly set forth in that certain Confidential Private Placement Memorandum of Regenicn, Inc., a copy of which is attached hereto as Exhibit B (the " PPM ");

WHEREAS, the modifications to the Transactions and issues raised by investors in the contemplated PIPE Financing have necessitated certain modifications to the terms of the Transactions and are reflected herein;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Broadsmoore, Regenicin and McCoy, intending to be legally bound, agree as follows:

1. Agreement Regarding the Renenicin ESOP . McCoy hereby agrees to vote the shares of Common Stock beneficially owned by him in favor of the adoption on or before August 31, 2010 of a Regenicn employee equity incentive plan (the " Plan ") pursuant to which up to 4,428,360 shares of Common Stock to be vested over a three year period may be awarded to attract, retain and motivate employees, officers, directors, consultants, agents, advisors and independent contractors of Regenicin. McCoy further agrees that upon adoption of the Plan he will deliver to Regenicin together with appropriate transfer documentation 4,428,360 shares of Common Stock beneficially owned by him which Regenicin shall cause to be delivered to Regenicin's transfer agent with instructions that they be cancelled and returned to treasury.

2. Agreement Regarding Board Members . Notwithstanding anything contained in Section 8 of the LOI to the contrary, at McCoy's direction, the Board of Directors of the Company shall take all action necessary to increase the number of directors comprising the Regenicin Board of Directors to Seven (7) members. Broadsmoore shall provide the Company with numerous potential candidates for the empty board seats which the Board of Directors shall interview and appoint as the Board determines acceptable in its sole discretion.

3. Agreement Regarding Make Good Shares . McCoy hereby agrees to lock up 11,288,850 shares of Common Stock representing 20% of the number of shares of Common Stock beneficially owned by him (the "Lock Up Shares"), restricting the sale of the Lock Up Shares until such time as the Company receives approval from the U.S. Food and Drug Administration ("FDA") for the commercial sale of an engineered skin substitute or related device such as the Collagen Biopolymer.

4. Governing Law . This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflicts of laws principles thereof.

5. Amendment . This Agreement may be amended, modified or terminated only by an instrument in writing signed by all parties.

6. No Assignment . Neither this Agreement nor any right or obligation provided for herein may be assigned by any party without the prior written consent of the other parties.

7. Successors . The terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and assigns of the parties hereto.

8. Counterparts . The Agreement may be executed in any number of counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument. This Agreement may be executed by facsimile signature.

9. Construction . The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

10. Headings . The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

11. Severability . Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties agree that the court making the determination of invalidity or unenforceability shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

REGENICIN, INC.

By:_____
Name: Randall E. McCoy
Title: President and CEO

_____

Randall E. McCoy

BROADSMOORE FINANCIAL GROUP, LLC

By:_____
Name: Mr. David Ring
Title: Chief Operating Officer

EXHIBIT A

Vectoris Broadsmoore Binding Letter of Intent

[Attached Hereto]

EXHIBIT B

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

of

REGENICIN, INC.
(formerly known as Windstar, Inc.)

[Attached Hereto]