



KENSINGTON CAPITAL CORP.

SECURITIES DEPOSIT REQUEST TERMS AND CONDITIONS

In consideration of Kensington Capital Corporation's accepting this Deposited Securities Checklist, the Security Owner understands and agrees to each of the following:

1. The Security Owner agrees to keep the foregoing Questionnaire information up to date and current with KENSINGTON as long as the Security shares are being sold.
2. The Security Owner agrees to indemnify and hold KENSINGTON harmless from and against any and all claims, damages, liabilities and expenses which KENSINGTON incurs as a result of or in connection with any inaccuracy or omission in the Security Owner's responses to the Questionnaire.
3. To cooperate with any internal or external audit or regulatory inquiry relating to this Deposited Securities Checklist by providing any information or documentation reasonably requested by KENSINGTON to support the information provided in the Questionnaire and any Security sale executed in accordance with the Securities Laws (as defined below). This obligation to cooperate will remain in effect before and after the completion of the transfer of the assets.
4. The acceptance of any sale of the related securities are expressly subject to the Security Owner's strict adherence to all applicable federal securities laws, including, without limitation, those described below (the "Securities Laws"):

Selling Unregistered Securities: Federal securities law make it unlawful for a person to make use of any means or instrument of interstate commerce or of the mails to sell a security which has not been registered, or to deliver through the mail a security which has not been registered. Accordingly, unless a person can apply an exemption to its sales of securities, all securities sold are required to be registered pursuant to Section 5 of the Securities Act of 1933 (the "1933 Act").

Securities Fraud: Federal securities law make it unlawful for any person to offer or sell securities by the use of any means of interstate communication or transportation, including the mails, in order to employ a scheme to defraud, to obtain money by omitting material information, or to engage in a course of business that would operate as a fraud on the purchaser.

Insider Trading: Federal securities law prohibits insider trading, which generally refers to buying or selling a security, in breach of a fiduciary duty or other relationship of trust and confidence, while in possession of material, nonpublic information about the security. Insider trading violations may also include "tipping" such information, securities trading by the person "tipped", and securities trading by those who misappropriate such information.

Market Manipulation: Market manipulation describes a deliberate attempt to interfere with the free and fair operation of the market and create artificial, false or misleading appearances with respect to the price of, or market for, a security, commodity or currency. Market manipulation is prohibited under federal securities law. Market manipulation can occur in multiple ways, including:

- **Pools** – Agreements, often written, among a group of traders to delegate authority to a single manager to trade in a specific stock for a specific period of time and then to share in the resulting profits or losses.
- **Churning** – Placing both buy and sell orders at about the same price. The increase in activity is intended to attract additional investors, and increase the price.
- **Runs** – Creating activity or rumors in order to drive the price of a security up. This activity is usually referred to as "Painting the Tape."
- **Ramping** - (the market) – Actions designed to artificially raise the market price of listed securities and to give the impression of voluminous trading, in order to make a quick profit.
- **Wash sale** – Selling and repurchasing the same or substantially the same security for the purpose of generating activity and increasing the price.
- **Bear raid** – Attempting to push the price of a stock down by heavy selling or short selling.

Anti-Money Laundering: The Bank Secrecy Act (BSA), and its implementing regulations, is a tool the U.S. government uses to fight drug trafficking, money laundering, and other crimes. Congress enacted the BSA to prevent banks and other financial service providers from being used as intermediaries for, or to hide the transfer or deposit of money derived from, criminal activity. Federal law makes money laundering a criminal act. Money laundering is the criminal practice of filtering ill-gotten gains or "dirty" money through a maze or series of transactions, so the funds are "cleaned" to look like proceeds from legal activities.



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Indicate Type: Physical Certificate Deposit DWAC/DRS Transfer from Issuer Other Transfer

Account Name:	Account number:	Symbol:
Company Name:	Cusip #:	Certificate #:

Where traded: NYSE AMEX NASDAQ

SECURITY OWNER QUESTIONNAIRE

1. Date Security was Acquired:	11-26-09
2. Amount/Manner of Payment:	\$500,000 check to issuer
3. Security Acquired From (the "Prior Owner"):	Issuer
4. If Prior Owner and Issuer are not the same, Please indicate, prior owner's purchase date, sellers name, and amount/manner of payment:	No
5. Were shares received as compensation? If so, for what?	No
6. How many shares of the Issuer are owned or controlled, directly or indirectly, by you?	
7. Have you sold or Do you intend to sell additional shares through other means, including other broker/dealers? If so, when?	
8. Are you, or have you been, an officer, director, affiliate, control person or 5% owner of the Issuer? If yes, provide position and dates of duties held?	No
9. Have you made any payment to any other person in connection with the sale of the security?	
10. Is there any other information regarding security deposit that you would like to provide?	

The undersigned hereby represents that he read the terms and conditions and that the information provided above is true and correct. The undersigned understands that Kensington Capital Corp. will be relying on such information in determining whether to accept orders for the sale of the undersigned's securities. As condition to Kensington Capital Corp.'s acceptance of any sale, the undersigned hereby agrees to the Terms and Conditions attached hereto:

(Security Owner Signature)

(Date)



KENSINGTON CAPITAL CORP.

SECURITIES DEPOSIT REQUEST TERMS AND CONDITIONS

Transfer Agent Verification: (For Broker Use Only)

Transfer Agent: Address:

Contact Person:

Telephone:

Date Verified: By:

Is this Issue DTC eligible?

Notes:

Broker Approval:

The undersigned Registered Representative, Register Principal, and CCO have carefully reviewed this Deposited Securities Request and the appropriate supporting documents. Each represents that to his/her best knowledge the information is true and correct and is made in compliance with all applicable federal and state securities laws and regulations.

Name of Introducing Broker

Signature

Date

CCO Signature

Date