

# **Exhibit A**

ORIGINAL

RENS

VOTING AGREEMENT

Voting Agreement, dated as of December 16, 2005, among Walter Zacharius, Steven Zacharius, and Judith Zacharius (the "Initial Stockholders") and Kensington Publishing Corp., a New York corporation (the "Company").

WHEREAS, the Initial Stockholders own certain shares of the Class A Common Stock, par value \$.01 (the "Voting Common Stock"), of the Company; and

WHEREAS, each of the parties hereto desires to agree to vote such party's shares in accordance with the provisions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth in this Agreement, the parties hereto, intending to be legally bound, agree as follows:

Election of Directors.

Section 1. Board Representation

At each annual meeting of the stockholders of the Company, or at any special meeting of the stockholders of the Company called for the election of directors, or whenever the stockholders of the Company (or any of them) act by written consent with respect to the election of directors, each Stockholder (as defined below) severally and not jointly agrees to vote or act with respect to all shares of Voting Common Stock registered in their respective names or beneficially owned by them (including shares acquired after the date hereof), and the Company shall take all necessary and desirable actions within its control, so as to cause the election to the Board of Directors of the Company (the "Board") of the following persons, who shall hold office, subject to the By-laws of the Company, until their respective successors shall have been elected and shall have qualified:

Section 2.if, at the time of such meeting or act, all of the Initial Stockholders are alive, such persons as may be agreed upon by all of the Initial Stockholders;

Section 3.if, at the time of such meeting or act, two of the Initial Stockholders are alive, such persons as may be agreed upon by such two living Initial Stockholders; and

Section 4.if, at the time of such meeting or act, one of the Initial Stockholders are alive, such persons designated by such living Initial Stockholder; provided, however, that if the living Initial Stockholder is Judith Zacharius, then such person(s) as are designated by David Marks (which may include himself).

Definition

"Stockholder" means each Initial Stockholder and each person deemed a Stockholder in accordance with Section 2.1 by acquiring a share of Voting Common Stock from a Stockholder.

## Miscellaneous

### Status of Transferees

Any person acquiring any share of Voting Common Stock from a Stockholder, by accepting it, shall be deemed to be a Stockholder, and shall be deemed to be a party to this Agreement and to agree to be subject to all the terms and conditions of this Agreement as if he signed this Agreement as a Stockholder.

### Termination

Unless sooner terminated, this Agreement shall terminate (a) on the closing of any transaction or series of transactions (including, without limitation, any reorganization, merger or consolidation) that results in the Company's stockholders immediately prior to such transaction not holding (solely by virtue of Company securities owned immediately prior to such transaction) at least a majority of the voting power of the surviving or continuing entity or (b) by written agreement of all Stockholders.

### Legend

The following legend shall be noted conspicuously on all certificates representing shares of Stock heretofore or hereafter issued which are subject to the terms of this Agreement:

"The shares of Class A Common Stock represented by this certificate are subject to restrictions on voting, as provided in an agreement dated December 16, 2005 among the Company and certain holders of its Class A Common Stock, a copy of which is on file with the Secretary of the Company."

### Secretary to Retain Copy

A copy of this Agreement shall be filed with the Secretary of the Company.

### Stock Changes

The provisions of this Agreement shall be deemed to apply equally to any share of Voting Common Stock or other securities distributed in respect of shares of Voting Common Stock. In the event the Company merges with another entity for the purpose of changing its State of incorporation to a State other than New York, this Agreement shall remain in force and apply to the entity surviving such merger, and the term "Voting Common Stock" shall be deemed to refer to the voting common stock of such surviving entity issued in respect of the Voting Common Stock in such merger.

### Further Actions

At any time and from time to time each party agrees, at its or his expense, to take such actions and to execute and deliver such documents as may be reasonably necessary to effectuate the purposes of this Agreement.

### Availability of Equitable Remedies

Since a breach of the provisions of this Agreement could not adequately be compensated by money damages, any party shall be entitled, in addition to any other right or remedy available to him, to an injunction restraining such breach or a threatened breach and to specific performance of any such provision of this Agreement, and in either case no bond or other security shall be required in connection therewith, and the parties hereby consent to such injunction and to the ordering of specific performance.

### Modification

This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements among them concerning such subject matter, and may be modified only by a written instrument duly executed by each party.

### Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by Federal Express, Express Mail, or similar overnight delivery or courier service or delivered (in person or by telecopy, telex, or similar telecommunications equipment) against receipt to the party to whom it is to be given at the address of such party set forth in the preamble to this Agreement or, in the case of a person who becomes a Stockholder after the date of this Agreement, at the address of such party as reflected the books of the Company (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 2.9). Except as otherwise specifically provided in this Agreement, any notice shall be deemed given at the time of receipt thereof.

### Waiver

Any waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing.

### Binding Effect

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and the respective successors and assigns of the corporate parties hereto and the respective assigns, heirs, and personal representatives of the individual parties hereto.

### No Third Party Beneficiaries

This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party or deemed to be a party to this Agreement (except as provided in Section 2.11).

### Separability

If any provision of this Agreement is invalid, illegal, or unenforceable, the balance of this Agreement shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

### Headings

The headings in this Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

### Counterparts; Governing Law

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflict of laws; provided, however, that in the event the Company merges with another entity for the purpose of changing its State of incorporation to a State other than New York, the Agreement shall be governed by and construed in accordance with the laws of such other State, without giving effect to conflict of laws.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

KENSINGTON PUBLISHING CORP.

By: Michael J. Rosamilia  
Name: MICHAEL J. ROSAMILIA, V.P.  
Title: VP - TREASURER

Initial Stockholders

Walter Zacharius  
Walter Zacharius

Steven Zacharius  
Steven Zacharius

Judith Zacharius  
Judith Zacharius

NY292889:3