

SHAREHOLDER VOTING AGREEMENT

BY AND AMONG  
FANG LIANG ZHANG,  
LUQUAN WANG and  
YE WANG

Dated as of August 14, 2008

SHAREHOLDER VOTING AGREEMENT

This SHAREHOLDER VOTING AGREEMENT (this "Agreement") is entered into as of August 14, 2008, by and among Fangliang Zhang, residing at 80 Montrose Ave., Fanwood, NJ 07023, Luquan Wang, residing at 8 Pine Meadow Ct. East Brunswick, NJ 08816, Ye Wang residing at 52 Buttonwood Dr. East Brunswick, NJ 08816 (hereinafter collectively referred to as "Shareholders" or "parties"), and Genscript Corporation, a Delaware corporation (the "Corporation"), with principal business address at 120 Centennial Ave., Piscataway, NJ 08854.

W I T N E S S E T H:

WHEREAS, as of the date hereof, each Shareholder owns and is entitled to dispose of (or to direct the disposition of) and to vote all of his/her shares (the "Common Stock"), of GENSCRIPT CORPORATION, a Delaware corporation (the "Corporation"), together with any other shares of Common Stock the voting power over which is acquired by any Shareholder during the period from and including the date hereof through and including the date on which this Agreement is terminated in accordance with its terms, are collectively referred to herein as the "Shares");

WHEREAS, Shareholders anticipate that the Corporation will propose to introduce new investors to invest in the Corporation and new shares of common stock will be issued;

WHEREAS, Shareholders anticipate that the Corporation will go public and project initial public offering ("IPO") in approximately five years;

WHEREAS, the percentage of shares owned by each Shareholder will be decreased accordingly after new investors are joined in the Corporation;

WHEREAS, Shareholders are intending to maintain the control of the Corporation and to vote unanimously on the corporation matters where shareholders' approval, agreement or consent are required under the by-law of the Corporation when the Corporation is closely held;

WHEREAS, in order to insure the competent management of the Corporation in the interest of all Shareholders thereof and as a material inducement and condition to the Corporation to introduce new investors, Shareholders have agreed to enter into this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual premises, representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

**1. REPRESENTATIONS AND WARRANTIES.**

Each Shareholder hereby represents and warrants as follows:

- (1) This Agreement has been duly executed by signature and delivered by, and constitutes the valid and binding agreement of, such Shareholder, enforceable against such Shareholder in accordance with its terms.
- (2) The execution by signature and delivery of this Agreement will not violate or result in a default under or conflict with any agreement, indenture, mortgage, note, bond, lease or other contract or instrument to which such Shareholder is a party.
- (3) The Shares owned by such Shareholder and the certificates representing Shares, if any, are now and at all times during the term hereof shall be held by such Shareholder, free and clear of any and all liens, claims, security interests, proxies, voting trusts or agreements, understandings or arrangements or any other encumbrances, whatsoever which would interfere with the voting of such Shares or the granting of any proxy.

**2. VOTING AGREEMENT.**

- (1) Each Shareholder hereby covenants and agrees that, during the term of this Agreement, at any and all meetings of shareholders of the Corporation, or at any adjournment thereof or in any other circumstances upon which a vote, consent (including but not limited to unanimous written consents), agreement or other approval is sought, such Shareholder shall vote (or cause to be voted) all Shares owned by such Shareholder, or over which such Shareholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure a unanimous vote among Shareholders.

**(2) Voting Mechanism.**

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a. Shareholders hereby covenant and agree that within five (5) business days after receiving notice of any or all meetings set forth in Section 2.(1), each Shareholder should, orally or in writing, notify the other two shareholders and the proxy as specified in Section 3 of this Agreement their impending votes on the matters. Shareholders further covenant and agree that after knowing the impending votes, such Shareholder should inform the proxy to vote all his/her shares the same as the majority votes of Shareholders to ensure a unanimous vote among Shareholders on the matter(s) at the following meeting(s).

b. Such Shareholder, as a holder of shares, shall be present in person or by proxy at all meetings of shareholders of the Corporation so that all shares are counted for purposes of determining the presence of a quorum at such meeting.

(3) Matters Applicable.

a. The voting mechanism set forth in Section 2.(2) applies to all matters where shareholders' vote, consent (including but not limited to unanimous written consents), agreement or approval is required under the by-law of the corporation, including without limitation to elect individuals to the Corporation's Board of Directors (whether at any annual election of the Board of Directors in connection with filling any vacancy as a result of any termination, removal or resignation of any member of the Board of Directors or otherwise), merger and acquisitions and/or any other matters.

3. VETO POWER

Shareholder Fangliang Zhang and Luquan Wang, each alone, has the power to veto a voting result under voting mechanism of this Agreement in the following matters:

- (1) Substantially change scope of responsibilities of directors of the board;
- (2) Change compensation arrangement for director Fangliang Zhang, Luquan Wang, and Ye Wang;
- (3) Change of stock or option ownership interest among shareholders over 0.1% of outstanding common stock.

4. PROXY; FURTHER ASSURANCES.

- (1) Contemporaneously with the execution of this agreement, Shareholders shall deliver to Fangliang Zhang of the Corporation, a proxy in the form attached hereto as Attachment A, which shall be irrevocable to the fullest extent permitted by law, with respect to the Shares (the "proxy").
- (2) Upon receiving the notice of Shareholders, the attorney and proxy authorized shall cast all votes authorized the same as majority of the votes of authorizing Shareholders informs such to ensure a unanimous vote among Shareholders on any matter to ensure the enforcement of Section 2 of this Agreement.
- (3) The vote of the proxy shall control in any conflict between his or her vote of such Shares and a vote by the Shareholder of such Shares, if the shareholder's vote is inconsistent with the other two Shareholders.
- (4) Shareholders shall perform such further acts and execute such further documents and instruments as may reasonably be required to vest in Fangliang Zhang the power to carry out and give effect to the provisions of this Agreement.

5. COVENANTS

- (1) Each Shareholder hereby covenants and agrees that prior to the termination of this Agreement, such Shareholder shall not (i) without the prior written consent of the other Shareholders, transfer (which term shall include, without limitation, for the purposes of this Agreement, any sale, gift, pledge, transfer, encumbrance or other form of disposition of any kind or nature whatsoever) any of the Shares owned by such Shareholder or any interest therein or enter into any contract, option or other arrangement or understanding with respect to any such transfer; (ii) grant any proxy, power of attorney or other authorization in or with respect to any of the Shares owned by such Shareholder; (iii) deposit any of the Shares owned by such Shareholder into any voting trust or enter into any voting agreement or other understanding or arrangement with respect to such Shares; or (iv) take any other action which would make any representations or warranties of such Shareholder

contained herein untrue or incorrect or have the effect of preventing or disabling such Shareholder from performing its obligations under this Agreement.

(2) The covenants set forth in Section 5.(1) do not apply to transfer of any of the Shares owned by such Shareholder or any interest therein to such Shareholder's direct relatives. The receiving relative(s) of such Share or interest shall hereby subject to this Agreement.

(3) The Covenants set forth in 5.(1) do not apply to proxy given pursuant to Section 4. of this Agreement.

(4) Effect of Non-Complying Action

a. If any action in violation of Section 5 shall be attempted, or if any involuntary or other purported action by law of any Shares occurs or is attempted (each, a "Non-complying Action"), it shall be void and upon presentation for Action the Corporation shall not give effect to such purported Action. The failure of the Corporation or its Shareholders to comply with the covenants which are the subject matter of a Non-complying Action shall not be construed as permission to proceed with such action. In addition, any Shareholder under this Agreement may institute and maintain a proceeding to compel specific performance of this Agreement by the Shareholder attempting such action, it being agreed that the other Shareholders not in default and the Company do not have an adequate remedy at law.

#### 6. CERTAIN EVENTS

Each Shareholder agrees that this Agreement and the obligations hereunder shall attach to all of the Shares owned by such Shareholder and shall be binding upon any person or entity to which legal or beneficial ownership of such Shares shall pass, whether by operation of law or otherwise, including without limitation such Shareholder's successors and assigns. In the event of any stock split, stock dividend, merger, reorganization, recapitalization or other change in the capital structure of the Corporation or the acquisition of additional shares of the Corporation's stock or other voting securities of the Corporation by such Shareholder after the date hereof, the number of Shares subject to the terms of this Agreement shall be adjusted automatically as appropriate and this Agreement and the

obligations hereunder shall attach automatically to any such additional shares of the Corporation's stock or other voting securities of the Corporation issued to or acquired by such Shareholder.

#### 7. FURTHER ASSURANCES

Each Shareholder shall execute and deliver such additional documents and take such further actions as may reasonably be deemed by the Corporation to be necessary or desirable to carry out the provisions hereof and to vest the power to vote Shares as contemplated by Section 2.

#### 8. ASSIGNMENT

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise, by any Shareholder without the prior written consent of the other Shareholders. Any assignment in violation of the foregoing shall be null and void and of no force or effect whatsoever. This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

#### 9. TERMINATION

(1) This Agreement shall be effective immediately after the signature of this Agreement and shall continue in effect until the consummation of IPO and sale of the company, unless terminated on an earlier date pursuant to this Agreement.

(2) This Agreement, and all rights and obligations of the parties hereunder shall terminate upon:

- a. The unanimous written consent of Shareholder Luquan Wang, Ye Wang, and Fangliang Zhang;
- b. The expiration of the time specified in this Agreement for the termination of this Agreement;
- c. The liquidation or dissolution of the Corporation; or
- d. The Shareholder's death or disability of any Shareholder.

#### 10. REMEDIES

(1) Remedy at Law; Liquidated Damages.

Each Shareholder hereby acknowledges and agrees that irreparable damage would occur and that the other parties hereto would not have any adequate remedy at law in the event that any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached. In the event such Shareholder breaches any provisions or terms of this Agreement, the breaching Shareholder shall pay total ONE MILLION U.S. DOLLARS (\$1,000,000) as liquidated damages to non-breaching Shareholders.

(2) Specific Performance.

Each Shareholder further acknowledges and agrees that the other parties hereto shall each be entitled to an injunction or injunctions to prevent breaches by such Shareholder of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which they are entitled at law or in equity. The breaching Shareholder shall be liable for all costs, expenses and reasonable attorneys' fees of non-breaching shareholders seeking such injunction or injunctions.

(3) Remedies Cumulative.

All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

11. LEGENDS

Each certificate representing Shares, if any, whether now held by such Shareholder or hereafter acquired, shall be endorsed by the Corporation with a legend reading substantially as follows:

"THE SHARES EVIDENCED HEREBY ARE SUBJECT TO A VOTING AGREEMENT, A COPY OF WHICH IS ON FILE AT THE OFFICE OF THE CORPORATION AND IS AVAILABLE UPON REQUEST), AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF SUCH VOTING AGREEMENT. ANY ATTEMPTED SALE, TRANSFER, PLEDGE,



HYPOTHECATION OR OTHER DISPOSITION OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF SUCH AGREEMENT SHALL BE VOID AND OF NO FORCE AND EFFECT."

**12. COUNTERPARTS**

This Agreement may be executed in three or more counterparts, each of which shall be deemed to be an original, but all of which together shall be considered one and the same instrument.

**13. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

**14. SEVERABILITY**

If any term, provision, covenant or restriction herein, or the application thereof to any circumstance, shall, to any extent, be held by a court of competent jurisdiction to be invalid, void or unenforceable, such term, provision, covenant or restriction shall be modified or voided, as may be necessary to achieve the intent of the parties to the extent possible, and the remainder of the terms, provisions, covenants and restrictions herein and the application thereof to any other circumstances, shall remain in full force and effect, shall not in any way be affected, impaired or invalidated, and shall be enforced to the fullest extent permitted by law.

**15. NO WAIVER**

Any term or provision of this Agreement may be waived by the party entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement, if, as to any party, it is duly authorized in writing by such party. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any such other breach.

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**16. MODIFICATION**

No amendment, modification or waiver in respect of this Agreement shall be effective against any party unless it shall be in writing and signed by such party.

**17. MUTUAL DRAFTING**

Each party hereto has participated in the drafting of this Agreement, which each party acknowledges is the result of extensive negotiations among the parties.

**18. ATTORNEY'S FEES; EXPENSES; AND COSTS**

In the event it is necessary for any party to engage an attorney to enforce the terms of this Agreement, regardless of whether a lawsuit or arbitration is commenced, the prevailing party shall, in addition to any other relief, be entitled to recover from the party in default reasonable attorney's fees, expenses and costs, including any on appeal.

**19. GOVERNING LAW; CONSENT TO JURISDICTION**

(1) This Agreement and all disputes between the parties under or related to the Agreement or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the application of Delaware principles of conflicts of laws.

(2) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any Delaware State court, or Federal Court of the United States of America, sitting in Delaware, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or for recognition or enforcement of any judgment relating thereto.

**20. LEGAL REPRESENTATION**

Each Shareholder represents that he/she has carefully read this agreement and understands its provisions. Each and all Shareholders acknowledge that it is a fair agreement, and is not the result of any fraud, duress, overreaching, coercion, or

undue influence exercised by any shareholder upon the other or by any other person or persons upon either. Each shareholder has been advised that he/she should each be represented by his/her own counsel, and each shareholder acknowledges that he/she has requested that KEVIN KERVENG TUNG, P.C. prepare this Agreement without relying upon KEVIN KERVENG TUNG, P.C. as his/her independent counsel. Each and all shareholders acknowledge and expressly consents to KEVIN KERVENG TUNG, P.C. acting as the preparer of this Agreement, after full disclosure to him/her that he/she should be represented by his/her own counsel. Each and all shareholders expressly waive and release KEVIN KERVENG TUNG, P.C. from any responsibility, liability and/or right he/she may have, jointly or severally, against KEVIN KERVENG TUNG, P.C. as a result of acting for all of the shareholders in the preparation of this Agreement. Each and all shareholders expressly acknowledge that he/she has fully discussed all of the terms of this Agreement between themselves and understands said terms and has supplied KEVIN KERVENG TUNG, P.C. with all the information necessary to prepare this Agreement without any advice from KEVIN KERVENG TUNG, P.C. to any of the shareholders, all legal discussions have been taken place when all shareholders were together, and each shareholder expressly and affirmatively states and understands that he/she has not relied on KEVIN KERVENG TUNG, P.C. in any way other than in the preparation of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed and delivered this Voting Agreement as of the day and year first above written.

GENSCRIPT CORPORATION



FANGLIANG ZHANG

Date:

8/14/2008



LUQUAN WANG

Date:

8/14/2008



YE WANG

Date:

8/14/08

ATTACHMENT A

PROXY TO VOTE STOCK OF THE CORPORATION

The undersigned shareholder of GENSCRIPT CORPORATION, a Delaware corporation (the "CORPORATION"), hereby irrevocably (to the extent provided in Section 212 of the Delaware General Corporation Law, except as provided below) appoints and constitutes Fangliang Zhang of the Corporation, as the sole and exclusive attorney and proxy of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting and related rights (to the full extent that the undersigned is entitled to do so) with respect to all of the shares of capital stock of the Corporation that now are or hereafter may be beneficially owned by the undersigned, and any and all other shares or securities of the Corporation issued, issuable, exchanged or exchangeable in respect thereof on or after the date hereof (collectively, the "SECURITIES") in accordance with the terms of this Proxy. The securities beneficially owned by the undersigned shareholder of the Corporation as of the date of this Proxy are listed on A-2 of this Proxy.

Upon the undersigned's execution of this Proxy, any and all prior proxies given by the undersigned with respect to any Securities are hereby revoked and the undersigned agrees not to grant any subsequent proxies with respect to the Securities

until after the "EXPIRATION DATE." As used herein, the term "EXPIRATION DATE" shall mean the earlier to occur of (i) the Expiration date defined in the Voting Agreement, and (ii) the date on which the Voting Agreement is terminated in accordance with its terms.

This Proxy is irrevocable (to the extent provided in Section 212 of the Delaware General Corporation Law), is coupled with an interest and is granted pursuant to that certain Shareholder Voting Agreement dated as of August 14, 2008, by and among Shareholder Fangliang Zhang, Ye Manq, Luquan Wang and the undersigned (the "VOTING AGREEMENT"), and is granted in consideration of future introduction of new investors to join the Corporation and plan of public offering.

The attorney and proxy named above is hereby authorized and empowered by the undersigned, at any time prior to the Expiration Date, to act as the undersigned's attorney and proxy to vote the Securities, and to exercise all voting and other rights of the undersigned with respect to the Securities (including, without limitation, the power to execute and deliver written consents pursuant to Section 228 of the Delaware General Corporation Law), at every annual, special or other meeting or action of the stockholders of the Corporation, as applicable, or at any postponement or adjournment thereof and in every written

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consent in lieu of such meeting on all matters as provided in Section 2.(3) of the Voting Agreement.

If the undersigned fails for any reason to vote his or her Shares in accordance with the requirements of Section 2 of the Voting Agreement, then the attorney and Proxy named above shall have the right to vote the Securities in accordance with the provisions of the Section 2 of the Voting Agreement. The vote of the Proxy shall control in any conflict between his or her vote of such Shares and a vote by the undersigned of such Shares.

Any obligation of the undersigned hereunder shall be binding upon the successors and assigns of the undersigned.

This Proxy is irrevocable (to the extent provided in Section 212 of the Delaware General Corporation Law). This Proxy shall terminate, and be of no further force and effect, automatically upon the Expiration Date.

Dated: August 14, 2008

GENSCRIPT CORPORATION

  
FANGLIANG ZHANG

Date: 8/14/2008

  
LUODAN WANG

Date: 8/14/2008

  
YE WANG

Date: 08/14/08