

**SHAREHOLDER AGREEMENT
FOR SOLSTICE ENTERPRISES INC.**

This Shareholder Agreement, hereinafter after referred to as the Agreement, is entered into effective the 1 day of Feb, 2014, hereinafter referred to as the Effective Date, by and between Randale P. Johnson, an individual residing in Utah County, State of Utah; LaGrand T. Johnson, an individual residing in Utah County, State of Utah; Neldon P. Johnson, an individual residing in Millard County, State of Utah; Randale P. Johnson, LaGrand T. Johnson and Neldon P. Johnson being referred to hereafter collectively as the Shareholders; and Solstice Enterprises Inc., a Nevis corporation, the address of which is #6 Solomon's Arcade, Main Street, Charleston, Nevis, hereinafter referred to as the Company, the Shareholders and the Company being hereinafter referred to collectively as the Parties.

BACKGROUND

1. The Company was incorporated under the Nevis Business Corporation Ordinance 1984 on or about the 8th day of March, 2011.

2. As of the Effective Date, the following Shareholders constitute all of the Shareholders of the Company:

<u>Shareholder</u>	<u>Number of Shares</u>
a. Randale P. Johnson	5,000
b. LaGrand T. Johnson	5,000
d. Neldon P. Johnson	<u>5,000</u>
TOTAL NUMBER OF SHARES	15,000

3. LaGrand T. Johnson was the sole director of the Company immediately prior to the execution of this Agreement by the Parties.

4. The Shareholders now desire to enter into an agreement, with the acknowledgment and consent of the Company, pursuant to the Nevis Business Corporation Ordinance 1984 as amended, providing for the management, operation and control of the Company in the manner and in accordance with the terms agreed by the Shareholders as set forth in this Agreement.

AGREEMENT

Now, therefore, in consideration of the mutual promises, covenants, agreements and other consideration set forth herein, the Parties hereby agree as follows:

1. **Present Shareholders - Parties.** The Parties hereby acknowledge and agree that the outstanding fifteen thousand (15,000) shares of stock of the Company are owned by the Parties as stated above, and that the Parties constitute all of the persons and entities who are shareholders of the Company as of the Effective Date of this Agreement.

2. **General Scope of the Agreement.** The Shareholders agree that notwithstanding any provisions of the Articles of Incorporation or Bylaws of the Company which may be deemed to be inconsistent therewith one or more term or provision of this Agreement, pursuant to although Part VI, §72 of the Nevis Business Corporation Ordinance 1984 as amended, the Shareholders hereby agree that the management, operation, and control of the Company shall be as agreed by the Shareholders, and acknowledged by the Company, as set forth in this Agreement.

3. **Term of the Agreement.** The Term of this Agreement shall be twenty (20) years from the Effective Date unless this Agreement is sooner terminated due to one of the following events:

A. If the Term of this Agreement is deemed to have a limit to a term of less than twenty (20) years pursuant to the Nevis Business Corporation Ordinance 1984 as amended, then the term of this Agreement shall be deemed reduced to the applicable time limit from the Effective Date as provided by Nevis law.

B. This Agreement shall be immediately terminated upon the resignation, death, or judicial declaration of mental incapacity of Neldon P. Johnson, or Neldon P.

Johnson is otherwise unable to continue to serve as the sole director of the Company as provided by this Agreement.

C. This Agreement shall be immediately terminated upon the transfer, whether voluntary or involuntary, of any of the shares of Neldon P. Johnson in the Company, or any interest or voting rights therein, to any other person or entity.

4. **Sole Director of the Company.** The Shareholders acknowledge that LaGrand T. Johnson was the sole Director of the Company immediately prior to the execution of this Agreement. LaGrand T. Johnson does hereby resign his position as a Director, namely the sole Director, of the Company. The Shareholders agree that, for the Term of this Agreement, Neldon P. Johnson is hereby appointed the sole Director of the Company as of the Effective Date of this Agreement, and shall continue to serve as the sole Director of the Company through and including the Term of this Agreement, notwithstanding any provisions of the Articles of Incorporation or the Bylaws of the Company to the contrary. The Shareholders acknowledge and agree that although Part VI, §46 of the Nevis Business Corporation Ordinance 1984 as amended requires no less than three directors for a corporation having three or more shareholders, since all of the shares not owned by Neldon P. Johnson are being transferred to Neldon P. Johnson as the voting trustee for all of those shares, pursuant to Part VI, §71 of the Nevis Business Corporation Ordinance 1984 as amended, the Company is, therefore, required to have only one Director.

5. **Officers of the Company.** The Shareholders acknowledge that LaGrand T. Johnson was the sole Officer, namely the President, Secretary and Treasurer, of the Company immediately prior to the execution of this Agreement. LaGrand T. Johnson does hereby resign his position as President, Secretary and Treasurer of the Company. The Shareholders agree that, for

the entire Term of this Agreement, Neldon P. Johnson shall serve as the President, Secretary and Treasurer of the Company and shall have all of the authority, powers and responsibilities of the offices of President, Secretary and Treasurer, as set forth in the Bylaws of the Company or applicable Nevis law. All other officers shall be appointed or elected as provided by the Bylaws.

6. **Voting Trust Agreement.** The Shareholders and the Company acknowledge that the Shareholders have expressed an intent to enter into a Voting Trust Agreement subsequent to entering into this Agreement, whereby all of the shares of the Shareholders Randale P. Johnson and LaGrand T. Johnson, in the Company as identified above, will be conveyed to a trust, to be controlled by the trustee named in the Voting Trust Agreement, namely Neldon P. Johnson, in accordance with the terms and provisions of the Voting Trust Agreement, which Voting Trust Agreement shall be subject to the terms and provisions of this Agreement.

7. **Governing Law.** This Agreement shall be construed in accordance with the laws of Nevis.

8. **Entire Agreement.** This is the entire Agreement between the Parties and this Agreement shall not be amended except by a written amendment signed by each of the Parties.

9. **Further Assurances.** The Parties agree to execute whatever documents and to take whatever action may be required from time to time to effectuate the terms and provisions of this Agreement.

10. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the successors, administrators, executors and assigns of the Parties hereto.

11. **Attorney=s Fees.** In the event of the breach of this Agreement by any of the Parties, the injured party shall be entitled to recover its costs and attorney fees incurred in enforcing


this Agreement and in pursuing appropriate remedies at law or equity.

12. **No Presumption Against Drafting Party.** This Agreement has been drafted by all Parties and is not to be construed in favor of or against any Party, regardless of which Party drafted or participated in the drafting of its terms.


13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

14. **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.

SHAREHOLDERS



Randale P. Johnson



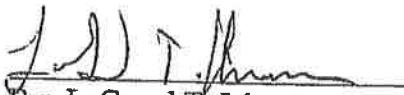
LaGrand T. Johnson



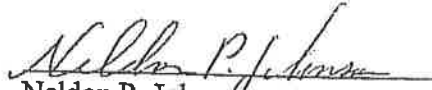
Neldon P. Johnson

The foregoing Agreement is acknowledged and consented to by Solstice Enterprises Inc.

Solstice Enterprises Inc.



By: LaGrand T. Johnson
Its: President and Sole Director



Neldon P. Johnson
Its: President Elect and Sole Director Elect