

VOTING TRUST AGREEMENT FOR SOLSTICE ENTERPRISES INC.

This Voting Trust Agreement, hereinafter referred to as the **AAgreement@**, is hereby made and entered into, pursuant to Part VI, §71 of the Nevis Business Corporation Ordinance 1984 as amended, this 1 day of Feb, 2014, hereinafter referred to as the **AEffective 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 **AShareholders@**; 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 **ACompany@**; and Neldon P. Johnson, an individual residing at 4000 W 4035 S Deseret UT 84624, hereinafter referred to as the **ATrustee@**; the Shareholders, the Company, and the Trustee being hereinafter referred to collectively as the **AParties@**.

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
c.	LaGrand T. Johnson	5,000
d.	Neldon P. Johnson	<u>5,000</u>
	TOTAL NUMBER OF SHARES	15,000

3. Although Shareholders have played an essential role in the creation and

development of the Company to date, Shareholders do not intend to take an active part in the Company=s management hereafter, and Shareholders desire that their interest in the Company be protected, which the Shareholders intend to accomplish by entering into this Agreement.

4. The Parties have previously entered into a Shareholders Agreement.
5. The Parties now desire to enter into this Agreement.

AGREEMENT

In consideration of the mutual promises, covenants and agreements set forth in this Agreement, the parties hereto agree as follows:

1. **Present Share Ownership.** Shareholders acknowledge and agree that as of the Effective Date of this Agreement the shares of stock of the Company held by them are as follows:

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

2. **Transfer of Stock to Trustees.** Shareholders shall assign and deliver their stock certificates to the Trustee who shall cause the stock represented by the certificates to be transferred to him as voting trustee on the books of the Company.

3. **Term of Trust.** The voting trust created by this Agreement shall continue for ten (10) years from the date of this Agreement.

4. **Trustee=s Powers.** During the term of this Agreement, Trustee shall have the exclusive right to vote the stock transferred pursuant to this Agreement, or to give written consents

in lieu of voting the stock for any purpose, in person or by proxy, at any and all meetings of Shareholders of the Company or any proceedings at which the vote or written consent of Shareholders may be required or authorized by law.

5. **Trust Certificate.** Trustee will issue and deliver to each of the Shareholders (or Shareholder nominee) certificates for the number of shares transferred by him to the Trustee, in form substantially as follows:

TRUST CERTIFICATE

NO. [cert. number]: [number of shares] SHARES

The undersigned, voting Trustee of the stock of Solstice Enterprises Inc., the ACompany@under an Agreement made [date], having received certain shares of the stock of the Company, pursuant to the Agreement, which Agreement the holder of this Certificate by accepting it, ratifies and adopts, certified that [name] will be entitled to receive the certificate for [number] fully paid shares of the Company on the expiration of the Voting Trust Agreement and, in the meantime, shall be entitled to receive payments equal to any dividends that may be collected by Trustee upon a like number of shares held by him under the terms of the trust agreement.

This Certificate is transferable only on the books of Trustee, by the registered holder in person or by his authorized attorney. By accepting this Certificate, the holder consents that Trustee may treat the registered holder as the true owner for all purposes, except the delivery of stock certificates, which delivery shall not be made without the surrender of this Certificate.

IN WITNESS WHEREOF, Trustee has caused this Certificate to be executed in his name and has affixed his hand and seal, this [date].

6. **Expiration of Term.** At the expiration of the term of the trust, Trustee will, upon surrender of the trust certificates, deliver to the holders of the certificates, shares of stock of the Company equivalent in an amount to the shares represented by the trust certificates surrendered.
7. **Limitation of Trustee=s Liability.** Trustee will use his best judgment in voting the stock held by him, but assumes no responsibility for the consequence of any vote cast, or consent given by him in good faith, and in the absence of gross negligence.
8. **Death, Resignation, Incapacity of Trustee.** Upon the death, resignation, or inability to act of Trustee, this Agreement and the Trust created thereby shall terminate. The Trustee shall not be required to give bond or other security for the faithful performance of his duties. The Trustee may resign by submitting his resignation in writing to the secretary of the Company and the Shareholders at the addresses stated above. The resignation shall become effective upon the date of receipt by the Company.
9. **Shareholders= Agreement.** The Parties to this Agreement acknowledge the existence of a Shareholders= Agreement which has been previously executed by the Parties, and the Parties hereby acknowledge and agree that this Agreement and the shares of stock of the Company which are subject to this Agreement are subject to the terms and provisions of the previously executed Shareholders= Agreement.
10. **Governing Law.** This Agreement shall be construed in accordance with the laws of Nevis.
11. **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.

12. **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.

13. **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.

14. **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.

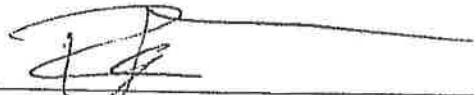
15. **No Presumption Against Drafting Party.** This Agreement has been drafted by all Parties and is not to be construed in favor of or against any Party, regardless of which Party drafted or participated in the drafting of its terms.

16. **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.

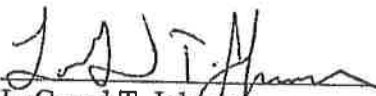
17. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Executed the Effective Date stated above.

SHAREHOLDERS



Randale P. Johnson

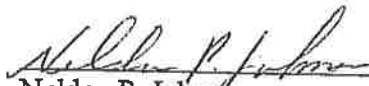


LaGrand T. Johnson



Neldon P. Johnson

TRUSTEE



Neldon P. Johnson

ACKNOWLEDGMENT AND CONSENT

The Company, Solstice Enterprises Inc., hereby acknowledges receipt of a copy of the foregoing Voting and Trust Agreement and hereby acknowledges its consent to the foregoing Voting and Trust Agreement, to the extent that such consent is required.

Solstice Enterprises Inc.



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



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