INVESTMENT AGREEMENT

The following is documentation of the agreement on a deal reached between:

Paul J. Bristow **["Investor"]**

7 Caribou Place,

Mississauga, Ontario

Canada

L5N 2T5

And

Jade Elizabeth Thelwell **["Artist"]**

10 Rushley Drive,

Scarborough, Ontario,

Canada

M1P 3S5

Investment:

#110,000 ~~$80,000~~ (Canadian dollars) **["Investment']**, on an as needed basis, to assist the Artist with the production and release of a Compact Disc **["CD"]** to be known as Jade Naraine **["The CD"].** The CD will include the songs **["The Songs"]** to be known as:

- Cause I can't take missing you
- Walking in the Rain
- Superhero
- Classic girl
- Regenerate
- Mascara eyes
- Key to my heart
- It must be a dream
- Waterfall
- All I really know
- I'm not sorry

This is never easy Jthelwell

For further clarity the funds are to be an investment and not a loan, therefore will be **non-interest** bearing and **non-repayable**, subject to the following Return on Investment clause.

Terms and Conditions:

The Investment proceeds will be used to cover such costs **["Costs"]** as music recordings, music videos, radio tracking and publicist costs, marketing and promotion costs, appearance costs **(Surgeries, skin treatments)**, show wardrobes **(Clothing and shoes related to costumes for show)**, and travel costs incurred by the Artist in the production and release of The CD.

For further clarification, show wardrobe shall not include any precious or semi-precious gems or designer label clothing or apparel.

Costs to be funded by the Investment are only Costs incurred prior to completion of The CD.

For further clarification, the above noted list of costs may not be considered exhaustive; however, any costs the Artist wants to have covered by the Investment, but is not covered by the above noted list, must get the Investor's approval. This approval shall not be unreasonably withheld.

The Artist agrees to provide to the Investor copies of the receipts for all costs incurred that are covered by the Investment.

The Artist agrees to set up a new bank account **["Bank Account"]** that the Investor will use for the deposit of any funds transferred from the Investment. The Artist further agrees to provide the Investor with a copy of the monthly bank statement within seven calendar days after receiving it.

The Artist agrees to maintain timely and accurate accounting records and further agrees to allow the Investor, or his appointed representative, the right to examine and review such records given a written seven calendar day notice period.

Return on Investment:

As a benefit for investing in the Artist, the Investor will receive half (50%) of the net proceeds from the following revenue streams:

- Sales of The CD
- Sales of items of clothing or merchandise
- Ticket sales or appearance fees for shows or concerts where The Songs make up the majority of the performance
- Paid appearances
- Sales of music videos
- Royalty fees The Artist receives if any of The Songs are re-released by another artist.

The above noted revenue streams will be limited to those associated with The CD or the individual songs within The CD.

Net proceeds will be the gross revenue **["Gross Revenue"]** from the revenue streams less any costs associated with generating the Gross Revenue.

For further clarification, the costs associated with generating the Gross Revenues will be costs paid for by the Artist and not by the proceeds from the Investment.

Any and all gross revenues shall be deposited by the Artist, or by her appointed representative, into the Bank Account.

Any and all costs associated with generating the Gross Revenue shall be with from the Bank Account.

Warranties:

The Investor warranties the funds required from the Investment shall be made available in a timely manner.

The Artist warranties The CD shall be completed by September 20th.

Survival:

This Agreement shall survive indefinitely.

In the event the Investor becomes incapacitated or dies, the agreement will be assigned to the Investor's children in equal portions.

The Investor's children are:

Stephen Glynn Bristow at

3034 Tours Road, Mississauga, Ontario, Canada

And

Christina Carole Thurston at

3235 Vanderbilt Road. Mississauga, Ontario, Canada

Date: FEB 1/15 Investor: _____

Paul John Bristow

Artist: _____

Jade Elizabeth Thelwell