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An Invitation To Invest In The Motion Picture

# MIDAS MAN

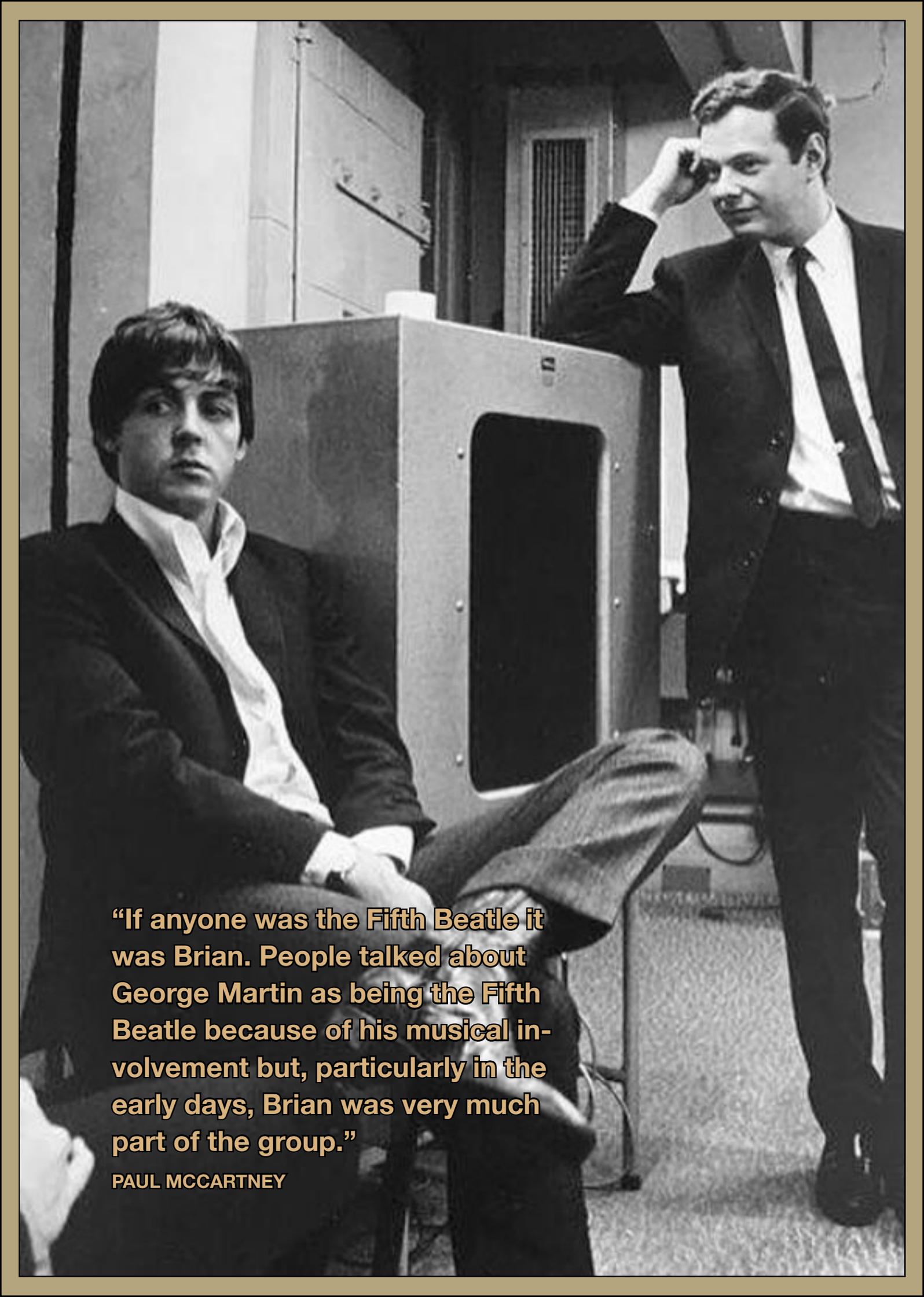
THE BRIAN EPSTEIN STORY



ELECTRIC ⚡ MEDIA



borkowski

A black and white photograph showing two men in a recording studio. On the left, Paul McCartney is sitting on a large, light-colored metal cabinet, looking towards the camera with a serious expression. He is wearing a dark suit jacket over a white shirt. On the right, George Martin is standing, leaning against the same cabinet with his right hand on his forehead, looking towards McCartney. He is wearing a dark suit, a white shirt, and a dark tie. The background shows a typical studio environment with various pieces of equipment and a doorway.

**“If anyone was the Fifth Beatle it was Brian. People talked about George Martin as being the Fifth Beatle because of his musical involvement but, particularly in the early days, Brian was very much part of the group.”**

**PAUL MCCARTNEY**

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# DEFINITIONS

<b>Admin Company</b>	The administration company engaged by Studio POW (Epstein) Limited
<b>Application Form</b>	The application form and terms and conditions of the offer which relate to this Offer which are available on request
<b>Company</b>	Studio POW Limited (company number: 10435875)
<b>High Net Worth Individual</b>	A person who is certified as a High Net Worth Individual in accordance with the provisions of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005.
<b>HMRC</b>	Her Majesty's Revenue & Customs
<b>Information Memorandum</b>	This document including the application forms.
<b>Investors</b>	Subscribers to Straight Equity in the Offer.
<b>Maximum Amount</b>	Full budget of the film
<b>Minimum Subscription</b>	£10,000
<b>SPL</b>	Studio POW Limited
<b>Sophisticated Investor</b>	A person who is certified as a Sophisticated Investor in accordance with the provisions of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005
<b>Trading Style</b>	Studio POW Limited
<b>UK Film Producer Tax Credit</b>	The tax credit claimable by film production companies on British qualifying films

# OFFER PARTICULARS

**This document is important and requires your immediate attention. If you are in any doubt about the contents of this, you should consult a person authorised under the Financial Services and Markets Act 2000 who is a specialist in advising on the acquisition of shares and securities.**

This Information Memorandum has not been approved by any person authorised by the Financial Conduct Authority of the United Kingdom (the “UK FSA”) and such approval is required under section 21 of the Financial Services and Markets Act 2000 (“FSMA 2000”) unless an exemption is available under FSMA 2000 or the regulations made thereunder.

In the United Kingdom, this Information Memorandum is exempt from the general restriction in section 21 of FSMA 2000 on the communications of invitations or inducements to engage in investment activity, on the grounds that it is only made to persons who are:

- high net worth individuals under Article 48 of the FSMA 2000 (Financial Promotions) Order 2005 (the “FPO”) being a person to whom at least one of the following applies;
  1. the individual had, during the financial year immediately preceding the date of the investment, an annual income to the value of £100,000 or more;
  2. the individual held throughout the financial year immediately preceding the date of the investment, net assets to the value of £250,000 or more, not including a property which is the individual’s primary residence, or any loan secured on that residence, any rights of the individuals under a qualifying contract of insurance within the meaning of the FSMA 2000 (Regulated Activities) Order 2001 or any benefits (in the form of pensions or otherwise) which are payable on the termination of the individual’s service or on their death or retirement to which they are (or their dependants are) or may be, entitled;
- self certified sophisticated investors under Article 50A of the FPO, being a person to whom at least one of the following applies;
  1. the individual is a member of a network or syndicate of business angels and has been so for at least the last six months prior to the investment;
  2. the individual has made more than one investment in an unlisted company in the two years prior to the date of the investment;
  3. the individual is working or has worked in the two years prior to the date below, in a professional capacity in the private equity sector or in the provision of finance for small and medium enterprises;
  4. the individual is currently, or has been in the two years prior to the date of the investment, a director in a company with an annual turnover of at least £1 million;
  5. other persons to whom it lawfully may be communicated.

Any person falling into any one or more of the categories listed at (a) to (c) above is referred to herein as a “Relevant Person”.

The Information Memorandum must not be acted on or relied upon by any persons who are not Relevant Persons. Any investment or investment activity to which the Information Memorandum relates is available only to Relevant Persons and will be engaged in only with Relevant Persons.

By accepting and retaining this Information Memorandum, the recipient shall be deemed to have agreed to the foregoing.

# EXECUTIVE SUMMARY

This summary must be read in conjunction with the whole of the Information Memorandum. Your attention is drawn to the Risk Factors section of this Information Memorandum. Individuals should consult their own financial adviser and are advised not to invest in the Company unless and until they have taken appropriate independent advice.

Forecasted returns shown are for illustration only and do not represent guaranteed returns.

**Only Investors certified as High Net Worth Individuals or Sophisticated Investors may apply.**

MIDAS MAN will be the definitive telling of an extraordinary life story. The first, last and most respectful cinematic portrait ever painted of Brian Epstein. And one which helps him achieve something he dreamed of in life, but never achieved: to become a star of the silver screen.

His is a fantastic human story, of a remarkable man whose life's work was simply to make others more remarkable. Brian lived beyond the spotlight, beside the stage. Yet tirelessly hustled and harried to create that moment in the light for his grateful stable of talent.

From an original story, MIDAS MAN charts the life of a man who often struggled to find his place in the world. Yet who is today universally recognised as the creator of the blueprint for music artist management. The figure with a finger on the very pulse of the Swinging Sixties.

Born into an established Jewish family in Liverpool and gay at a time when homosexuality was illegal, his early life was peppered with expulsions from school, dismissal from the army and failed attempts at acting. Against all odds, Brian Epstein discovered he had a golden talent for forecasting hit records...

His discovery of a promising new combo known as The Beatles, in a dank and dark cellar called The Cavern became a culturally iconic moment. He went on to find and manage a string of acts, from Gerry and the Pacemakers to Cilla Black and Billy J Kramer. He also promoted the legends he didn't manage. Bands like The Jimi Hendrix Experience, The Who, Pink Floyd, Procol Harum and Cream all performed (often sharing the same Sunday night bill) at The Saville Theatre, which Brian leased in 1965.

MIDAS MAN will chart Brian's tumultuous life, through formative years to his unimaginable success as a manager and the ensuing chaos which came with handling the biggest music acts the world had ever heard and seen.

The film spans a period of extraordinary cultural change and convulsion. From desolate streets of wartime Liverpool to the psychedelic haze of Abbey Road.

This is the true story of one of the world's most significant outsiders. The man The Beatles called 'One of us.' Our Eppy.

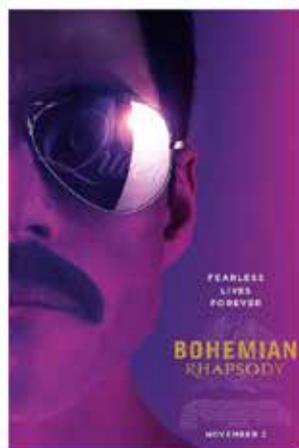
# RISK FACTORS

All the information set out in this Document should be carefully considered and in particular, the risks described below. If any of the following risks actually materialise, the Company's business, financial condition, prospects and share price could be materially and adversely affected to the detriment of the Company and its shareholders and you may lose all or part of your investment. The Directors consider the following risks to be the most significant for potential Investors, but the risks listed do not necessarily comprise all those associated with an investment in the Company. No inference ought to be drawn as to the relative importance or the likelihood of the occurrence of any of the following risks by reference to the order in which they appear.

1. The Company will be operating in a competitive industry where the commercial risks are high. Audience reaction, initial reviews, public taste and demand cannot be predicted with certainty. Accordingly, an investment in the film is speculative and Investors may not get back the amount of their original investment.
2. Changes in government or government policy could affect the return on the Investors' investment in the Company and may result in changes in tax rates and reliefs.
3. The investment offered in this document may not be suitable for all recipients and potential Investors are accordingly strongly advised to consult a person authorised under the Financial Services and Markets Act 2000.
4. The information in this Information Memorandum is based on current legislation.
5. A distributor's pre-sale commitment to a film may become valueless should the distributor default or any conditions of sale not be met. This may affect any lender's collateral and delay recoupment of the Company's contribution.
6. The investment offered in this document will not be covered by the Investors Compensation Scheme established by the Financial Conduct Authority or by any other compensation scheme.
7. With the exception of sales in the UK, revenues generated by films are rarely denominated in Sterling but more typically denominated in Euros or US dollars. Currency exchange rate fluctuations may affect the value in Sterling of revenues receivable by the Company.
8. E&O Insurance will be taken out by the Company to ensure risks are covered in that arena.

# BENEFITS OF INVESTING

- Investors are contractually guaranteed priority returns from all revenue generated by the sale and promotion of the film until they have received 100% of their capital back + an uplift
- Once investors have received 100% of their capital back + an uplift, Studio POW begins taking a share of the revenue.
- Round One: Those in the first round of funding (£5.5m) are in 1st position and receive 100% of their capital back + 20% uplift first. Once in this position there is a 30/70 split in favour of Studio Pow with Round One investors continuing to receive 30% of the revenue generated by the film.
- Round Two: Those in the second round of funding (£12.5m) are in 2nd position and receive all of the remaining 70% revenue until they have received 100% of their capital back + 32% uplift. Once in this position there is a 35/65 split in favour of Studio Pow with Round Two investors continuing to receive 35% of the revenue generated by the film (taken from the 70% allocated to the Studio after Round One).
- Investors will be invited to attend a series of VIP events, exclusive private screenings, receive memorabilia and attend meet and greet gatherings with Directors, Producers and Talent.



**BOHEMIAN RHAPSODY**  
 BUDGET  
 \$52,000,000  
 GROSSED  
 \$900,000,000+



**RAY (RAY CHARLES)**  
 BUDGET  
 \$40,000,000  
 GROSSED  
 \$125,000,000+



**ROCKETMAN**  
 BUDGET  
 \$40,000,000  
 GROSSED  
 \$198,000,000+



**YESTERDAY**  
 BUDGET  
 \$26,000,000  
 GROSSED  
 \$153,000,000+

Revenue forecasts shown are for theatrical (cinema) sales only. Additional returns from video-on-demand (e.g. Netflix / Amazon), Auxiliary (Hotels / Airlines), DVD and terrestrial (television) will be received in each territory once theatrical sales are concluded. Timeline from cinema release to terrestrial television is estimated at 24 months.

# STORY SYNOPSIS

From an original story, **MIDAS MAN** charts the life of a man who struggled to find his place in the world.

Brian Epstein is recognised today as a man who helped create the blueprint for music artist management, but he was so much more than that. Born into an established Jewish family in Liverpool, his early life was peppered with exclusion from school, dismissal from the army, failed attempts at acting and unemployment. Against all odds, Brian Epstein discovered he had an incredible talent for forecasting hit songs that no one else could spot.

He started his managerial career in January 1962 by signing the biggest band of all time, The Beatles. He then went on to discover Gerry and The Pacemakers, Cilla Black, Billy J Kramer and many more. Epstein was also

an exponent and promoter of other legends that he didn't manage. Bands like The Jimi Hendrix Experience, The Who, Pink Floyd, Procol Harum and Cream, all played at The Saville Theatre on Shaftesbury Avenue which Brian Epstein leased in 1965.

The film charts Brian's life from his formative years to his unheralded success as a manager and the ensuing chaos as he managed and promoted some of the biggest acts in the world. The film explores the close relationship with his friends and family, bringing to life an extraordinary period of cultural change adding depth to this untold story of one of the world's most significant outsiders.

**ON THURSDAY  
9TH NOVEMBER 1961  
A MAN NAMED BRIAN  
DESCENDED THE STAIRS  
TO A CELLAR  
IN LIVERPOOL AND  
CHANGED THE WORLD  
FOREVER.**



# THE BEATLES

Brian Epstein first saw The Beatles at a lunchtime gig at The Cavern Club in November 1961. Recalling the day, he said:

*"I was immediately struck by their music, their beat, and their sense of humour on stage. And even afterwards when I met them, I was struck again by their personal charm. And it was there that it all started...I hadn't had anything to do with the management of pop artists before I went down to the Cavern Club and heard the Beatles playing, and this was quite a new world, really, for me."*

He officially became their manager on 24th January 1962, and by June of that year, after dozens of refusals, Brian had secured them a recording contract with George Martin at Parlophone who were owned by the prestigious EMI.

In 1963 they stormed the UK music scene

with four No1 hits starting with 'Please Please Me.' From this point onwards, there was no stopping them. With the UK smitten with the band, Brian's next target was the USA.

In 1964 he negotiated the deal of a lifetime that contributed to The Beatles breaking America. He got them onto the legendary Ed Sullivan Show where an astonishing 73 million people watched them perform 'I Want To Hold Your Hand'.

In just over four years, a man with no prior music management experience had helped create the biggest band - of all time.

Brian Epstein died in August 1967.



## CILLA BLACK

Cilla Black first met Brian Epstein when she was working as a cloakroom attendant at the legendary Cavern Club in Liverpool. She would have taken the leather jackets off The Beatles. Back then she was called Cilla White and only changed to using the surname *Black* after a misprint in a local paper. It wasn't until September 63 when John Lennon convinced Epstein to see her sing at the Blue Angel Jazz Club that he signed Cilla as his only female client.



As we all know, Cilla went on to become a national treasure by playing sold-out performances at many of the worlds most famous venues. She released 15 studio albums with two No1 hits with 'Anyone Who Had A Heart' and 'You're My World.'

She played a significant role in Epstein's short life.

## GERRY AND THE PACEMAKERS

Gerry and The Pacemakers were arguably one of the biggest bands in the '60s. They came from the same humble roots as the Beatles and were the second band to be signed by Brian Epstein. They began recording in 1963 and enjoyed numerous hits. But they are most remembered for being the first act to reach number one in the UK Singles Chart with their first three single releases: "How Do You Do It?", "I Like It" and "You'll Never Walk Alone"



## BILLY J KRAMER

Billy Kramer was paired up with the Dakotas by Epstein to become one of the 60's sensations. During Brian Epstein's career, they were almost as famous as The Beatles. The initial 'J' in Billy's name was suggested by John Lennon to give Billy more of a rough edge. Throughout Epstein's reign, they covered numerous Lennon and McCartney songs such as "Do You Want To Know A Secret".



# THE CAST

## *The EPSTEIN FAMILY*

The most important people in Brian's life were his family: Mum and Dad, Harry and Queenie and his beloved brother, Clive. These are the characters who shape and tell Brian's story. And it is these starring roles that we have reserved for our stellar performers...

*Brian*

**JACOB FORTUNE-LLOYD**



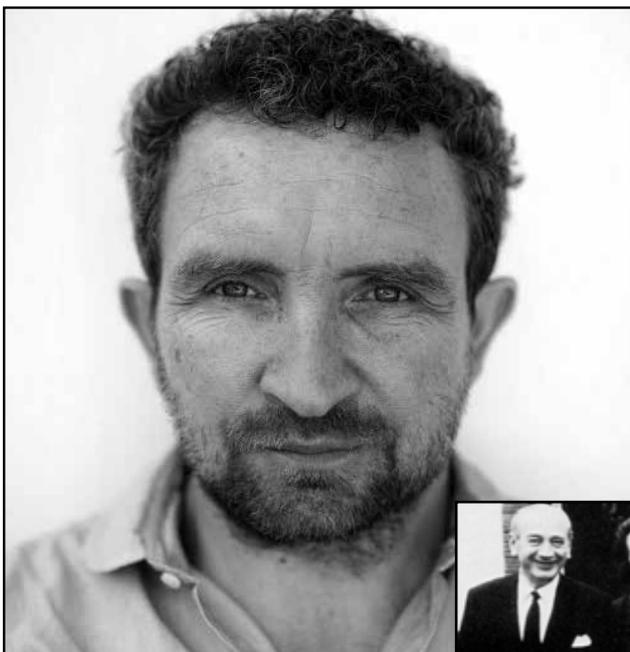
*"Queenie"*

**EMILY WATSON**



*Harry*

**EDDIE MARSAN**



*Clive*

**BILL MILNER**



# THE CAST

## *Our BEATLES*

Casting our Beatles has been a major consideration. We have deliberately chosen young, emerging British talent with big futures ahead of them. Actors who reflect the energy and youthful buzz of those boys who wowed Brian in the Cavern and went on to change the world...

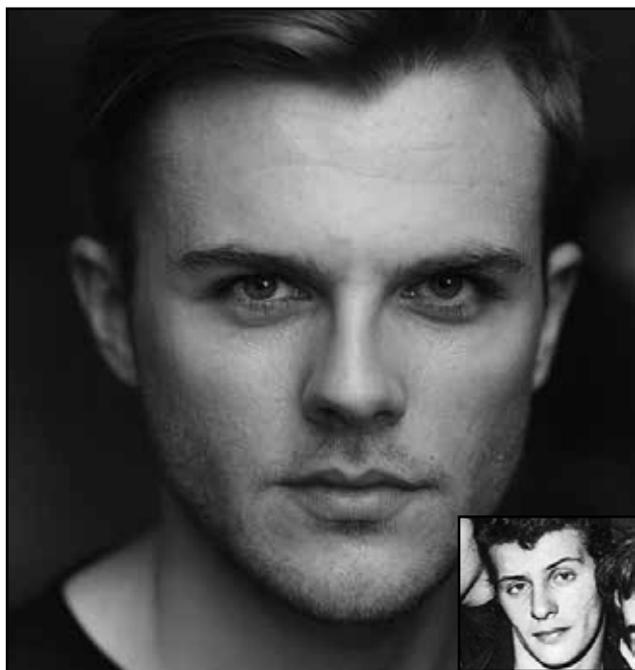


*(From left) Blake Richardson as Paul McCartney, Jonah Lees as John Lennon, Campbell Wallace as Ringo Starr and Leo Harvey-Elledge as George Harrison.*

# THE CAST

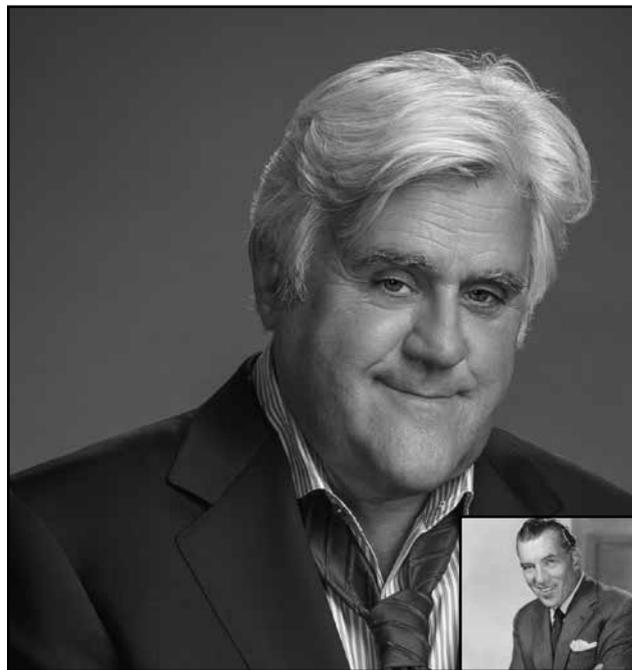
*Pete Best*

**ADAM LAWRENCE**



*Ed Sullivan*

**JAY LENO**



*Gerry Marsden*

**JORDON KELLY**



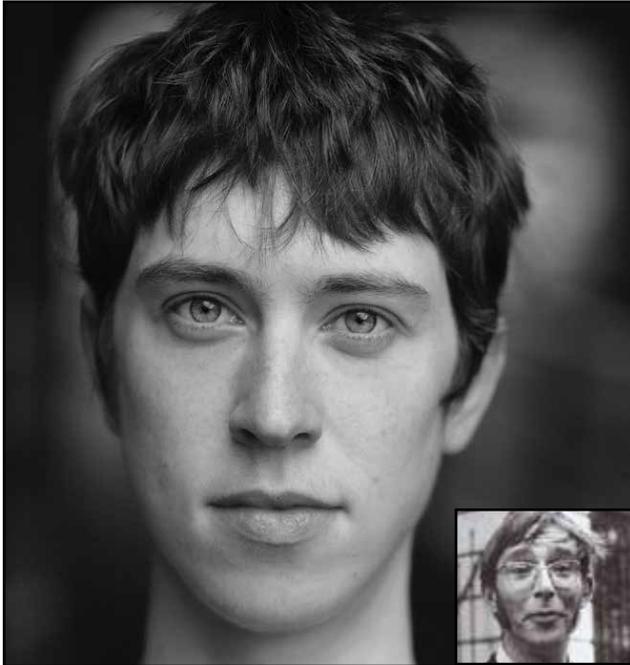
*George Martin*

**CHARLIE PALMER ROTHWELL**

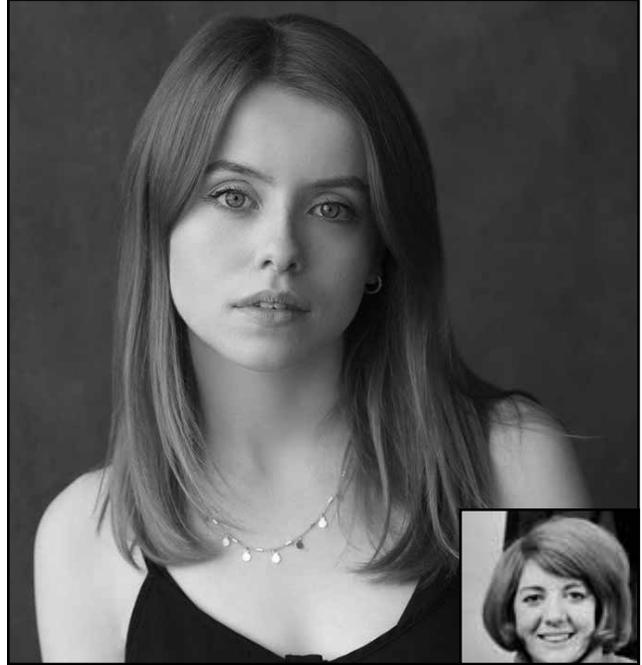


# THE CAST

*Alistair Taylor*  
**ANGUS IMRIE**



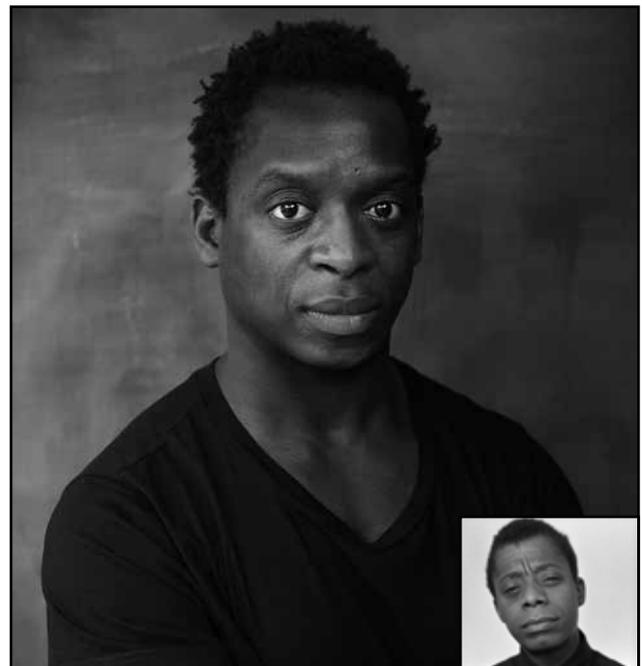
*"Cilla" Black*  
**ROSIE DAY**



*Lonnie Trimble*  
**OMARI DOUGLAS**



*James Baldwin*  
**KOBNA HOLDBROOK-SMITH**



# THE CAST

*Dick Rowe*  
**MATT LUCAS**

*John 'Dizz' Gillespie*  
**LUKAS GAGE**



## SALES AND MARKETING

David Garrett, the CEO of our Sales Agent, **Mister Smith Entertainment**, will be in charge of the international licensing and distribution of **MIDAS MAN**. David is a

highly respected and influential figure within the global film sales arena and we are very proud to have him on our team.



# FORECAST RETURNS

Clients investing in our stand alone model are generously positioned at the front of the fiscal waterfall. The returns are reduced over two rounds of funding. Below we have outlined the potential returns from investing in our **MIDAS MAN** movie when utilising the Stand Alone option.

The budget for the movie is £18m\*. We will allocate the remaining budget to EIS investors. This option differs greatly from our EIS vehicle for four primary reasons:

1. 100% of all net revenue generated by the exploitation of the film goes back to stand-alone investors first.
2. Stand Alone investors receive 100% of their investment a + 20% uplift for Round One investors and 32% for Round Two investors before the studio, talent, producers or director begin taking their share.
3. All returns are first split 30/70 in favour of the Studio for Round One investors and 35/65 in favour of the Studio for Round Two investors from the 70% allocated to the Studio.

4. Returns continue for the life of the film. In addition to our stars and StudioPOW, we have some of the most powerful marketers and admen in the business working on our film in Mark Borkowski (Mamma Mia, Birdbox) and Trevor Beattie (Moon, Nureyev).

There are several ways of forecasting sales for a movie so that investors get a feel of what they are likely to see as an ROI. With our past films, we've used sales agents' predictions. To forecast a potential return for MIDAS MAN, the performance of five separate film biopics have been taken into account:

1. **Walk the Line** (a biopic of Johnny Cash)
2. **Nowhere Boy** (a story about the early life of John Lennon)
3. **Ray** (a biopic of Ray Charles)
4. **Rocketman** (Elton John)
5. **Bohemian Rhapsody** (a biopic of the rise of Queen)
6. **The Imitation Game** (Biopic of Alan Turing)



They all achieved significant international recognition but in reality, biopics of bands, musicians and musical events are limited in number primarily because there are relatively few of them whose story warrants a film.

In the case of Epstein, it is rarer still. He is the man who discovered, re-modelled, drove and managed The Beatles. As mentioned

earlier, also discovered *Cilla Black*, *Billy J Kramer* and *Gerry and The Pacemakers*. He also promoted bands such as *The Who*, *Pink Floyd*, *The Jimmy Hendrix Experience* and many more. Some would say that Brian Epstein's story is unique.

We are breaking our standalone raise into rounds:

\*We reserve the right to increase the budget for the purposes of enhancing the movie.

# ROUND ONE £5.5mil (SOLD OUT)

## ROUND TWO\*

Midas Man Investor Waterfall								
					Round 1		Round 2	
					Break Even	+ 20%	Break Even	+ 32%
<b>Box Office (US\$) (a)</b>	50 000 000	100 000 000	200 000 000	400 000 000	14 392 557	16 095 125	43 734 201	52 578 705
<b>Other (US\$) (b)</b>	71 709 849	143 419 698	286 839 396	573 678 792	20 641 762	23 083 579	62 723 459	75 408 220
<b>Total Revenue (US\$)</b>	121 709 849	243 419 698	486 839 396	973 678 792	35 034 320	39 178 704	106 457 660	127 986 926
<b>Total Revenue (GBP)</b>	93 622 961	187 245 921	374 491 843	748 983 686	26 949 477	30 137 464	81 890 508	98 451 481
Sales Tax (c)	9 362 296	18 724 592	37 449 184	74 898 369	2 694 948	3 013 746	8 189 051	9 845 148
Exhibitor Fees (d)	27 616 725	55 233 450	110 466 900	220 933 801	7 949 506	8 889 893	24 155 908	29 041 033
<b>Gross Income</b>	<b>56 643 940</b>	<b>113 287 879</b>	<b>226 575 758</b>	<b>453 151 516</b>	<b>16 305 023</b>	<b>18 233 825</b>	<b>49 545 549</b>	<b>59 565 300</b>
P&A Recoupment (e)	6 355 719	6 355 719	6 355 719	6 355 719	6 355 719	6 355 719	6 355 719	6 355 719
Sales Agent Fees	2 596 154	5 192 308	10 384 615	20 769 231	747 306	835 708	2 270 814	2 730 048
<b>Net Income</b>	<b>47 692 067</b>	<b>101 739 852</b>	<b>209 835 424</b>	<b>426 026 567</b>	<b>9 201 998</b>	<b>11 042 398</b>	<b>40 919 015</b>	<b>50 479 533</b>
Distributor Fees (f)	19 186 696	40 930 322	84 417 574	171 392 077	3 701 998	4 442 398	16 461 873	20 308 104
<b>Available to Investors</b>	<b>28 505 370</b>	<b>60 809 530</b>	<b>125 417 850</b>	<b>254 634 490</b>	<b>5 500 000</b>	<b>6 600 000</b>	<b>24 457 143</b>	<b>30 171 429</b>
<b>Round 1</b>	5 500 000	5 500 000	5 500 000	5 500 000	5 500 000	5 500 000	5 500 000	5 500 000
<b>Round 1 + (Uplift)</b>	1 100 000	1 100 000	1 100 000	1 100 000	0	1 100 000	1 100 000	1 100 000
	<b>21 905 370</b>	<b>54 209 530</b>	<b>118 817 850</b>	<b>248 034 490</b>	-	-	<b>17 857 143</b>	<b>23 571 429</b>
<b>Round 1 Upside</b>	6 571 611	16 262 859	35 645 355	74 410 347	-	-	5 357 143	7 071 429
	<b>15 333 759</b>	<b>37 946 671</b>	<b>83 172 495</b>	<b>173 624 143</b>	-	-	<b>12 500 000</b>	<b>16 500 000</b>
<b>Round 2</b>	12 500 000	12 500 000	12 500 000	12 500 000	-	-	12 500 000	12 500 000
<b>Round 2 + (Uplift)</b>	2 833 759	4 000 000	4 000 000	4 000 000	-	-	-	4 000 000
	-	<b>21 446 671</b>	<b>66 672 495</b>	<b>157 124 143</b>	-	-	<b>(0)</b>	-
<b>Round 2 Upside</b>	-	7 506 335	23 335 373	54 993 450	-	-	(0)	-
<b>Returned to Studio</b>	-	<b>13 940 336</b>	<b>43 337 122</b>	<b>102 130 693</b>	-	-	<b>(0)</b>	-
<b>R2 Investment example</b>	20 000	20 000	20 000	20 000				
<b>R2</b>	20 000	20 000	20 000	20 000				
<b>R2 Uplift (32%)</b>	4 534	6 400	6 400	6 400				
<b>R2 Upside (35%)</b>	-	12 010	37 337	87 990				
<b>R2 Total Return</b>	<b>24 534</b>	<b>38 410</b>	<b>63 737</b>	<b>114 390</b>				
<b>ROI</b>	23%	92%	219%	472%				

**Notes:**  
a) Box office revenue is on average 41% of total global revenues  
b) Other revenue (home entertainment, TV, streaming, airlines, etc.) make up the remainder of total global revenues  
c) Sales tax is assumed to be an average of 10% - <https://stephenfollows.com/how-a-cinemas-box-office-income-is-distributed/>  
d) Exhibitor fees are assumed to be 40% of Box Office and Home Entertainment  
e) P&A recoupment is assumed to be 50% of the production budget - [https://ue.termwiki.com/UE/prints\\_and\\_advertising\\_\(P&A\)\\_budget](https://ue.termwiki.com/UE/prints_and_advertising_(P&A)_budget)  
f) Distributor fees are set at the level achieved within the Croatia agreement

# HOW RETURNS ARE GENERATED

The parties mentioned below are all integral to the production and subsequent exploration and collection of the revenues generated by the movie.

- StudioPOW
- Production Accountant
- Sales Agent
- Collection Agent

After the 8-week shoot has wrapped the film, we will begin post-production which will take 12 weeks. All developments from each stage of the filmmaking process will be circulated under the supervision of the StudioPOW team.

The Production Accountant will handle all funds for the pre-production and production of **MIDAS MAN**. This is an individual outside of the accounting firm that handles the day to day accounting for StudioPOW and specialises in the handling of the development and spend for **MIDAS MAN** as the film is shot.

Due to the massive interest in **MIDAS MAN** our Sales Agent will take the film to the highly esteemed *AFM (American Film Market)* in 2021 to broker the film across the remaining Worldwide territories (*Midas Man* has already been pre-sold to Distributors at Cannes 2021). The primary platforms they focus on are:

- Theatrical - Cinemas
- Auxiliary - Airlines and Hotels
- VOD - Video on Demand: Amazon, Apple, Hulu, Netflix etcetera
- DVD - There is still life in this platform
- Pay-TV - Sky and the global equivalents
- Free TV - BBC, CH4 and the global equivalents

The above list of revenue streams is not the definitive list. This will expand to include

streams such as music, TV serialisations and other areas of exploration that will benefit the stand-alone and EIS investor.

As the sales agent begins selling the movie across the globe, we will engage the services of a collections agent - Freeway Entertainment. They are independent of the Studio and handle the collection of all of the funds that are due from the exploitation of **MIDAS MAN** from all platforms around the world.

Funds arrive with *Freeway Entertainment* who acknowledge receipt and subsequently distribute funds directly to StudioPOW. We expect funds to begin arriving with our **MIDAS MAN** investors by the third or fourth quarter of 2022 depending on the release date.

StudioPOW then distributes funds as per contractual obligations to investors on a bi-annual basis for perpetuity.

For purposes of clarity; investors will receive a quarterly statement in arrears showing all funds distributed.

Investors will receive their initial seed investment amount tax-free. However, all further returns will be classed as income and taxed accordingly. All profits and gains will be allocated to investors every six months.

# THE TEAM

## WRITER

*Jonathan Wakeham*

## DIRECTOR

*Sara Sugarman*

## PRODUCERS

*Kevin Proctor*

*Perry Trevers*

*Trevor Beattie*

*Jeremy Chatterton*

## EXECUTIVE PRODUCER

*Peter Dunne*

*Mark Borkowski*

*Nicola Pearcey*

## CASTING DIRECTOR

*Dan Hubbard*

## CONSULTANT

*Freda Kelly*

## POST PRODUCTION

*Twickenham Studios*

## PRODUCTION

*StudioPOW Limited*

*Trevor Beattie Films*

FEATURED IN

**RollingStone** *Hollywood* THE REPORTER DEADLINE

the guardian *VARIETY* SCREENDAILY

**Gazette** *EveningExpress* The Argus

SCREENWEEK **FLICKERING MYTH** COM **NME**

MOVIEZINE **@nerd** **THE IRISH NEWS**

SOUTHERN **Daily Echo** **UCR** **exclaim!** ★@#

# INFORMATION FOR INVESTORS

## COMPANY INFORMATION AND PROFESSIONAL ADVISORS

### StudioPOW

StudioPOW (the Company) produces critically acclaimed independent films that carry a commercial appeal. This is achieved by retaining creative independence with backing from private investors and engaging the best talent in front of and behind the lens. In this endeavour we stand by our ethos of putting investors first, ensuring they are paid back before we begin earning from the film. In an industry that can be difficult for non-experts to navigate, we ensure those who invest in our success get a share in the rewards while making the best possible creative product.

### PROFESSIONAL ADVISORS / PARTNER

- Lawyers: [Lewis Silkin](#)
- Accountants: Effective Accountants

## FREQUENTLY ASKED QUESTIONS

### HOW MUCH CAN I INVEST?\*

The minimum investment is £10,000 and the maximum is the remainder of the budget which diminishes weekly. Total Stand Alone equity funds to be raised for **MIDAS MAN** are £18,000,000.

### WHO CAN INVEST?

Investors can hold any nationality. All UK investors must be able to self certify according to FCA rules to self certify as a high net worth or sophisticated investor (full details of qualification will be provided to all prospective investors). For larger investment sums AML (anti money laundering) checks are carried out against I.D. and address details only.

### WHEN CAN I EXPECT INVESTMENT RETURNS?

The typical period for return is from six to nine months following completion of the film, with ongoing returns in years two and three as the film and soundtrack are released.

Film receipts are distributed quarterly, initially from theatrical (cinema) release then video on demand, airlines, hotels, DVD and, finally, terrestrial television.

### WHAT IS AN EXAMPLE OF RECOUPMENT?

Equity investors are eligible to receive all returns from the movie until fully recouped. They continue to receive funds until a 20% return on investment (ROI) is in place for Round One investors and a 32% return on investment (ROI) is in place for Round Two investors. From here on a pari passu return of net revenue from the movie is payable to equity investors based on the investors position as either a Round One investor or Round Two investor. These payments are biannual, ongoing and unlimited.

### MIDAS MAN PRODUCTION SCHEDULE

1. Pre-production: June - Oct 2020/1
2. Production: Nov 2021 - April 2022
3. Post-production: May- Sep 2022
4. Release (Based on Territory): Autumn 2022

\*We reserve the right to increase the budget for the purposes of enhancing the movie.

### WHAT IS THE EXIT STRATEGY?

Loan note holders are paid back returns on a biannual basis once the movie begins generating returns.

### WHY WE USE PRIVATE INVESTORS FUNDS AND NOT BANKS

One of the reasons that we enjoy working with private investors as opposed to banks is down to the flexibility that individual investors can offer a studio. Due to the rigidity of banking loans, they do not always dovetail well with the film making process.

Unforeseen delays such as weather, illness and market conditions can delay the shooting or release of a movie.

Raising funds through private investors gives filmmakers the flexibility to absorb short delays without having to endure fines or penalties. As part of this relationship, the studio puts investors in first position so that they receive priority returns from the film, ahead of us at the studio.

The current COVID-19 situation is an extreme example. However, it's still a working example of the benefits of why we use private investors and not banks to raise funds. The shooting of Midas Man was

delayed and our client base understands the conditions we are in.

This creates a perfect working relationship between studio and investor.

This type of flexibility is not always available when working with a bank or financial institution and the primary reason we acquire investment from individuals such as yourself.

### FURTHER INFORMATION

If you have any investment questions not covered here please call on [0203 6575380](tel:02036575380) or email us at [angela@studio-pow.com](mailto:angela@studio-pow.com). We endeavour to reply to all enquiries within 24 hours. We will also be happy to speak directly with your accountant or financial advisor.

### NEXT STEPS

1. Call StudioPOW on [0203 6575380](tel:02036575380) or email [angela@studio-pow.com](mailto:angela@studio-pow.com)
2. A contract is issued. Ensure you read all sections of the document and ask for advice if clarification is needed.
3. StudioPOW will keep you informed with regular updates on production and marketing.

## INVESTOR INCENTIVES

### PRIVATE SCREENINGS

As an investor, you are invited to come and celebrate the completion of the film before its release at a private and exclusive screening.

To show the film at its best, special screenings take place in private cinemas with high-quality projection and sound. Screenings are accompanied by the light snacks, drinks and an address by producers, writers or actors, usually with a private Q&A session and a chance to meet key players.

Private preview screenings are also provided for film journalists, distribution representatives and VIP media figures.

### EXCLUSIVE MERCHANDISE AND MEMORABILIA

Film memorabilia include autographs, brochures, props, advertising posters, and scripts, among other items, and are often considered of value because of their connection to the film.

### YOUR NAME ON THE CREDITS

Screen credits vary according to the level and type of investment. Even once production and release are completed, nothing compares to being acknowledged for your contribution to a genuine creative achievement.

# SAMPLE CONTRACT

**THIS LOAN AGREEMENT is dated 00/00/0000**

## **BETWEEN**

(1) Full Name of Address (“Investor”);

and

(2) StudioPOW (Epstein) Limited (a company registered in England and Wales with number 11985751) whose registered office is at 18 Brewer Street, Soho, London, United Kingdom, W1F 0SH (the “Company”).

## **WHEREAS:**

(A) The Company has agreed to produce a film intended for theatrical release provisionally entitled “Epstein” (the “Film”).

(B) Investor agrees to make available to the Company a loan of SAMPLE AMOUNT pounds (£XXXXXX) (the “Investment”) in order to assist with funding the production of the Film. The Investment will be repayable in accordance with the terms of this Agreement.

**NOW IT IS HEREBY AGREED** as follows:

## **1. DEFINITIONS**

1.1 In this Agreement, the following words and expressions shall have the following meanings respectively (unless the contrary is stated).

“Company Gross Receipts”	means all gross revenues received by Company (or any collection agent in relation to the Film on its behalf) under distribution agreements relating to the exploitation of the Film excluding any and all sales taxes and also excluding the Investment and all investment and/or other amounts received by the Company to fund the Cost of Production (for example any tax credits and/or subsidies and/or funding of them);
“Cost of Production”	means the total direct and indirect cost of the pre-production production post-production delivery and exploitation of the Film including without limitation the cost of all development work and the acquisition of all underlying rights;
“Event of Default”	means any of the events set out in clause [5] below
“Film”	has the meaning given in Recital (A) (including without limitation all parts, versions, soundtrack and other elements thereof (whether or not included in the final version) plus all artwork, promotional material, “making of” and other extras material)
“Investment Amount”	means the amount of the Investment being SAMPLE AMOUNT pounds (£XXXXXX);

“Investor Net Profits”	has the meaning given in clause [3.2];
“Production Account”	Bank: Account Name: Sort Code: Account Number: IBAN: Reference:
“Recoupment Schedule”	has the meaning given in clause [3.1];
“Round 1 Standalone Investors”	means the third party investors who agreed to fund parts of the Cost of Production of the Film as part of the first round of investors;
“Round 2 Standalone Investors”	means any third parties funding parts of the Cost of Production of the Film on the same (or very similar) terms as Investor;

1.2 Unless the context otherwise requires:-

1.2.1 Words importing the singular shall include the plural and vice versa;

1.2.2 Words importing the masculine gender shall include the feminine gender and vice versa;

1.2.3 References to persons shall include bodies of persons whether corporate or incorporate.

1.2.4 References to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same,

1.2.5 Unless the context otherwise requires references to Clauses shall be construed as references to clauses of this Agreement. Headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

## **2. FACILITY AND PURPOSE**

2.1 Investor agrees to make available to the Company the total sum of SAMPLE AMOUNT pounds (GB£XXXXXX) (the “Investment”) upon the terms set out herein.

2.2 Investor agrees to make the Investment by paying the investment amount into the Production Account on the date of this Agreement.

2.3 The investment shall be used solely in connection with the production of the Film and shall not be used or paid by or taken from or otherwise dealt with by the Company for any other purpose.

2.4 The Investment will be interest free.

## **3. REPAYMENT**

3.1 Without prejudice to clause 5, investor agrees that the investment will only be repayable from amounts payable to Investor from Company Gross Receipts in accordance with the recoupment schedule (a copy of which is attached as Schedule 1) (the “Recoupment Schedule”).

3.2 In consideration for Investor agreeing to make the Investment and subject to the investor paying the Investment in full to Company in accordance with this agreement, the Company will also pay Investor such percentage of Net Profits as is payable to Investor from Company Gross Receipts in accordance with the Recoupment Schedule (the “Investor Net Profits”).

3.3 Without prejudice to clause 5, the Company will provide statements setting out the Company Gross Receipts for the previous 6 month period and pay Investor any amounts due to it from Company Gross Receipts in accordance with the Recoupment Schedule within 60 days after the end of each 30 June and 31 December from the date on which Company first receives Company Gross Receipts. If Company appoints a collection agent for the Film then the accounting and audit provisions of that collection agreement will apply. Company will not be responsible for any breach of that collection agreement by the collection agent. For the avoidance of doubt, all payments from Company Gross Receipts are dependent on the relevant receipts being generated and the Company makes no representation or warranty in respect thereof, and/or as to the sufficiency of the same.

3.4 Company will keep books of account and records in the English language relating to the Film including without limitation of all amounts received by it or on its behalf in relation to the Film. Investor shall have the right, upon reasonable written notice and at its own expense, at any time, to engage a firm of independent chartered accountants to examine and take excerpts from Company's books and records as they relate to the Film. In the event any audit reveals a sum owing to Investor such sum shall immediately be paid by Company to Investor.

3.5 Amounts expressed to be payable under this Agreement exclude VAT which will be payable in addition (if applicable) on receipt of an appropriate invoice.

3.6 Investor agrees, save to the extent the same is properly paid to it under the Recoupment Schedule, it will immediately pay any amounts received by it or its related parties which constitute Company Gross Receipts (or would do if received by the Company) to the Company or any appointed collection agent for the Film, together with any interest accrued thereon and until such time shall hold the money on trust for those parties entitled to be paid pursuant to the Recoupment Schedule.

#### **4. WARRANTIES AND UNDERTAKINGS OF THE COMPANY**

1. Company warrants to Investor that:

4.1.1 This Agreement constitutes a legal valid and binding obligation enforceable against Company in accordance with its terms;

2. Neither the signature nor the execution nor the performance by Company of this Agreement shall contravene any law regulation or similar enactment or any provision of any existing agreement or contract entered into by Company or give rise to the creation or imposition of any security interest lien charge or encumbrance;

3. As of the date of this Agreement no litigation arbitration or administrative proceedings before or of any court or arbitrator or authority are presently pending or to the best of Company's knowledge and belief threatened against Company or any of Company's assets which might materially adversely affect Company's ability to perform Company's obligations under this Agreement or any document ancillary to the same;

4. Company has acquired or will acquire on or before completion and delivery of the Film all necessary rights of copyright benefits of waivers of moral rights and performer consents from persons and entities providing services in relation to the production of the Film;

2. Investor warrants to Company that this Agreement constitutes a legal valid and binding obligation enforceable against Investor in accordance with its terms.

4.3 Any individual signing on behalf of Investor represents and warrants that he or she has been duly authorized to sign on behalf of Investor and that his or her signature on behalf of Investor will bind Investor to comply with the terms of this Agreement.

#### **5. EVENTS OF DEFAULT**

5.1 Notwithstanding anything contained in this Agreement, the Investment will become immediately due and payable in full on notice in writing from Investor on any liquidator

receiver of all the Company's assets or undertaking or any substantial part thereof being appointed or the equivalent of any of the above in any jurisdiction.

5.2 The Company agrees to notify Investor immediately if any Event of Default occurs.

## **6. NOTICES**

Any notice required to be given under this agreement shall be in writing and shall be delivered by personal delivery or sent by first class mail or facsimile or email to the party set out above or to such other address as the parties shall otherwise have notified to each other. In the case of personal delivery, notices shall be deemed received on the day of delivery except where delivered outside normal working hours or on Saturdays, Sundays or public holidays when a notice shall be deemed received on the next working day. Notices sent by 1st class mail shall be deemed received in the case of international mail on the second working day after sending and otherwise within 48 hours. Notices sent by facsimile shall be deemed received when confirmation of satisfactory transmission has been received by the sender.

## **7. PARTNERSHIP**

Nothing in this Agreement shall constitute a partnership or a joint venture between Investor and the Company and neither party shall hold itself out as the agent or partner of the other.

## **8. BENEFIT OF AGREEMENT**

This Agreement shall be binding upon and inure to the benefit of the parties and their permitted assigns.

## **9. ENTIRE AGREEMENT**

This Agreement, and the other agreements referred to in it, set out the entire agreement between Investor and the Company and consequently supersedes all previous agreements and understandings between them. Each of the parties acknowledges and agrees that it has not been induced to enter into the Agreement by any representations or promises in connection with this Agreement or its subject matter which are not contained in this Agreement or the documents executed pursuant to it. Each of the parties agrees that except in respect of fraud, it shall have no right or remedy in respect of any other representation, warranty, promise or assurance save as contained in this Agreement or the documents executed pursuant to it. This Agreement may not be varied except in writing signed by both parties.

## **10. ASSIGNMENT**

Company may assign the benefit of this Agreement as part of the financing of the Film.

## **11. PARTIAL INVALIDITY**

If at any time any one or more of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## **12. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Save for permitted assignees, a person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

## **13. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, by facsimile, pdf or in hard copy and each of which shall be deemed to be an original and which together shall constitute one and the same Agreement.

## **14. JURISDICTION AND LAW**

This Agreement and any non-contractual obligations relating hereto shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

IN WITNESS whereof the parties or their duly authorised representatives have signed this Agreement the day and year first above written.

## **SIGNATURE PAGE OF Full Name INVESTMENT AGREEMENT IN EPSTEIN**

SIGNED by ) Full Name  
For and on behalf of )  
Investor ) SAMPLE SIGNATURE  
 ) \_\_\_\_\_

SIGNED by ) Full Name  
For and on behalf of )  
StudioPOW (Epstein) Limited ) SAMPLE SIGNATURE  
 ) \_\_\_\_\_

# **SCHEDULE 1**

## **Recoupment Schedule**

### **Part A**

All Company Gross Receipts throughout the world in any and all media now known or invented in future in perpetuity shall be applied as follows in the order set out below (it being agreed that each sum or commission to be paid or recovered shall only be paid or recouped once):-

1. To any collection agent in respect of any and all of their commissions, fees and expenses
2. To payment of any residuals or other use fees, royalties or payments payable to cast and crew and/or under union agreements in relation to the Film;
3. To any sales agent(s) and/or distributor(s) in respect of any and all of their commissions, fees and expenses;
4. On a pro rata and pari passu basis to the Standalone Investors (including the Investor) in the recoupment of their funding of the Cost of Production until such Standalone Investors have received an amount equal to all Costs of Production funded by them plus a premium of 20% of the funding actually made by them and received by Company; thereafter
5. On a pro rata and pari passu basis
  - as to 30% on a pro rata and pari passu basis to the Round 1 Standalone Investors by reference to all Costs of Production actually paid by such funders (excluding any premium)
  - as to 70% on a pro rata and pari passu basis to the Round 2 Standalone Investors (including the Investor) in the recoupment of their funding of the Cost of Production until such Standalone Investors have received an amount equal to all Costs of Production funded by them plus a premium of 32% of the funding actually made by them and received by Company; and thereafter
6. On a pro rata and pari passu basis
  - as to 30% on a pro rata and pari passu basis to the Round 1 Standalone Investors by reference to all Costs of Production actually paid by such funders (excluding any premium)
  - as to 70% on a pro rata and pari passu basis as follows:
    - (i) as to 35% on a pro rata and pari passu basis to the Round 2 Standalone Investors (including the Investor) by reference to all Costs of Production actually paid by such funders (excluding any premium)
    - (ii) as to 65% on a pro rata and pari passu basis as the Company may direct including without limitation to itself, other funders of the Costs of Production of the Film, cast, crew and/or writers.

## Part B

Any tax credit, subsidy or similar which is not used to fund any part of the Cost of Production directly shall be applied as follows in the order set out below (it being agreed that each sum or commission to be paid or recovered shall only be paid or recouped once):

1. to any financier(s) cashflowing the amount of such tax credit, subsidy or similar in repayment of the amounts due to it under the agreement(s) between Company and such financier(s) in relation to the Film;
2. thereafter in accordance with item 4 and onwards of Part A

# STATEMENT FOR CERTIFIED HIGH NET WORTH OR SOPHISTICATED INVESTOR

I declare that I am a certified high net worth individual and a sophisticated investor for the purposes of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005.

I understand that this means:

1. I can receive financial promotions that may not have been approved by the Financial Conduct Authority;
2. The content of such financial promotions may not confirm to rules issued by the Financial Conduct Authority
3. By signing this statement I may lose significant rights
4. I may have no right to complain to either of the following (i) the Financial Conduct Authority; to (ii) The Financial Ombudsman Scheme
5. I may have no right to seek compensation from the Financial Services Compensation Scheme nor any similar scheme.

I am a certified high net worth and a sophisticated investor because at least one of the following applies:

1. I had during the financial year immediately preceding the date below, an annual income to the value of £100,000 or more.
2. I held, throughout the financial year preceding the date below, net assets to the value of £250,000 or more. Net Assets for these purposes do not include (i) the property which is my primary residence or any loan secured on that residence; (ii) an rights of mine under a qualifying contract of insurance within the meaning of Financial Services and Markets Act 2000 (Regulated Activities) Order 2001; or
3. any benefits (in the form of pensions or otherwise) which are payable on the termination of my service or on my death or retirement and to which I am (or my dependents are), or may be, entitled; or
4. I am a member of a network or syndicate of business angels and have been so for a least six months prior to the date below;
5. I have made more than one investment in an unlisted company in the two years prior to the date below
6. I am working, or have worked in the two years prior to the date below, in a professional capacity in the private equity sector, or in the provision of finance for small and medium enterprises; or
7. I am currently, or have been in the two years prior to the date below, a director of a company with an annual turnover of at least £1,000,000 (one million pounds).

I am aware that it is open to me to seek advice from someone who specialises in advising on investments.

Signature: SAMPLE SIGNATURE

Date: 00/00/000

Print Name: Full Name

Address: Address

# MONEY LAUNDERING DOCUMENTS

It is a term of the Offer that, to ensure compliance with the Money Laundering Regulations 1993 the Company and/or the Admin Company is entitled to require, at its absolute discretion, verification of identity from any person lodging an Application ('the Applicant') including without limitation any Applicant who either (a) tenders payment via cheque or banker's draft drawn on account in the name of a person other than the Applicant or (b) appears to the Company or the Admin Company to be acting on behalf of another person. In the case of (a) verification of the Applicant's identity may be required, in the cases of (b) verification of the identity of the person on whose behalf the Applicant appears to act may be required.

Pending the provision of evidence of identity, satisfactory to the Company or the Admin Company, of the Applicant and/or any person on whose behalf the Applicant appears to act, the Company and/or the Admin Company may in its absolute discretion retain an Application form and/or the remittance relating thereto and not enter the name of the Applicant on the register of members or issue any allotted to the Applicant.

Kindly attach the following documents in order to comply with the UK Anti Money Laundering regulations.

1. Copy of your Passport
2. Copy of a recent utilities bill (less than 3 months old)



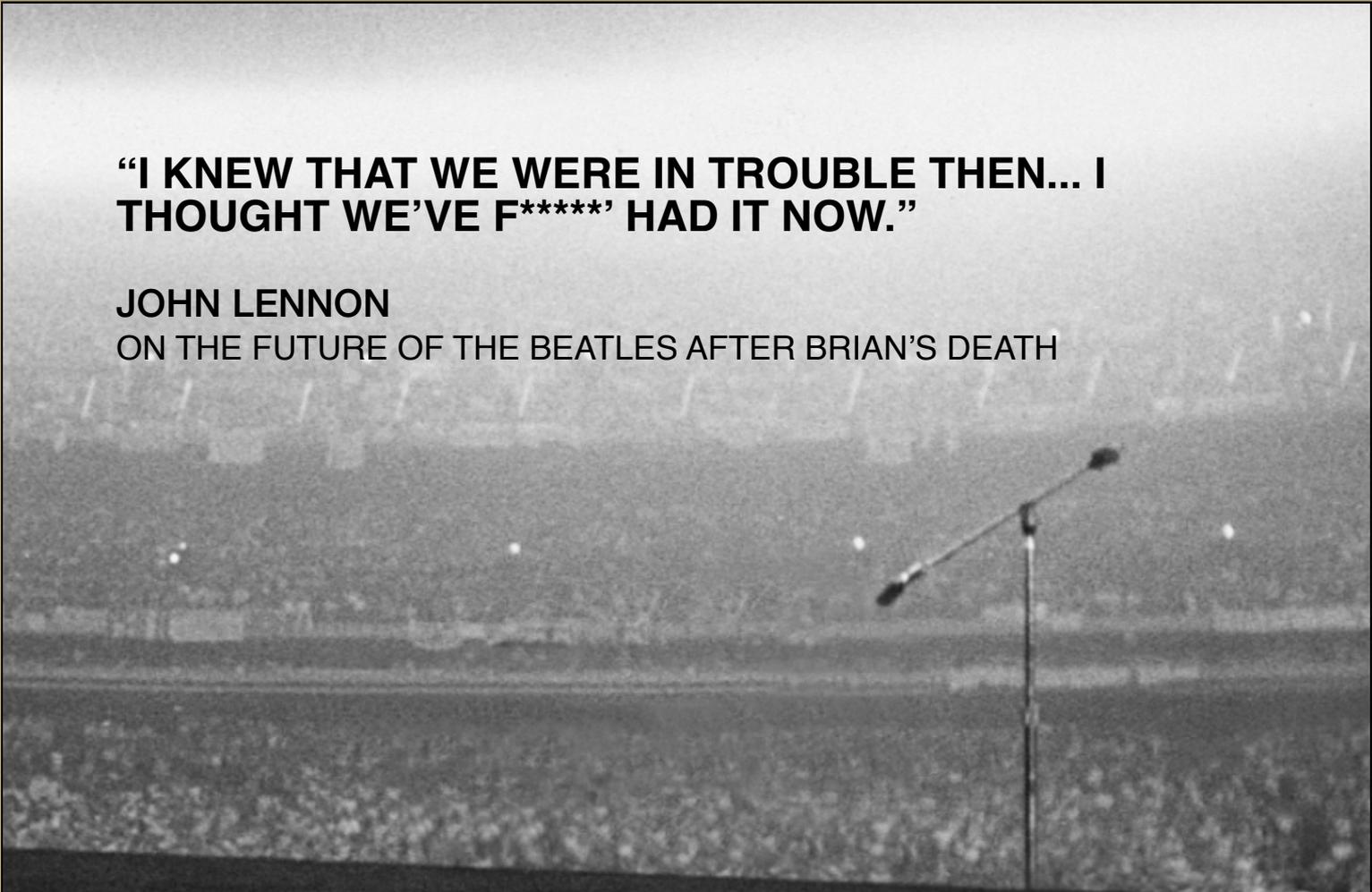
**“IF HE (BRIAN EPSTEIN) HADN’T GONE  
ROUND LONDON, ON FOOT, WITH THE TAPES  
UNDER HIS ARM, AND GONE FROM  
PLACE TO PLACE, AND PLACE TO PLACE,  
AND FINALLY TO GEORGE MARTIN,  
WE WOULD NEVER HAVE MADE IT.”**

**JOHN LENNON**

**“I KNEW THAT WE WERE IN TROUBLE THEN... I  
THOUGHT WE’VE F\*\*\*\*\*’ HAD IT NOW.”**

**JOHN LENNON**

**ON THE FUTURE OF THE BEATLES AFTER BRIAN’S DEATH**



# **MIDAS MAN**

**THE BRIAN EPSTEIN STORY**

**STUDIO | POW**

**THANK YOU**

**Address:** 18 Brewer Street, London, W1F 0SH  
**Phone:** 0203 657 5380 | **Email:** [angela@studio-pow.com](mailto:angela@studio-pow.com)