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An Invitation To Invest In The Motion Picture

MIDAS MAN

THE BRIAN EPSTEIN STORY

Producer: Kevin Proctor, Perry Trevers, Trevor Beattie, Jeremy Chatterton

Sound and Post Production: Twickenham Studios

Executive Producer: Mark Borkowski, Peter Dunne

Production: StudioPOW Limited, Trevor Beattie Films

Director: Jonas Åkerlund

Sales Agent: Mister Smith Entertainment

STUDIO | POW

TWICKENHAM
STUDIOS

TREVOR
BEATTIE
FILMS

ELECTRIC ⚡ MEDIA



borkowski



StudioPOW

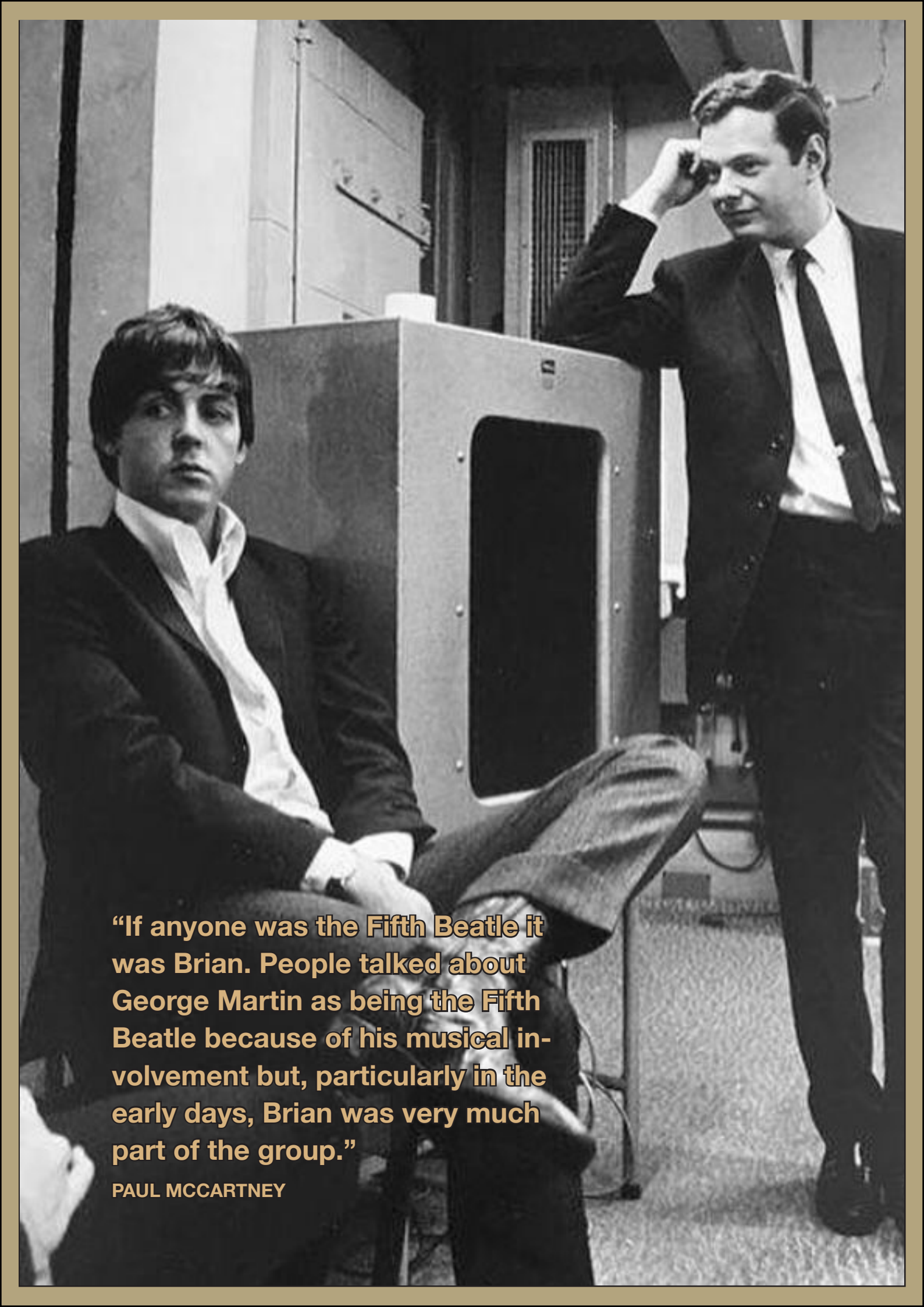
Head Office: 102 Camley Street, London N1C 4PF

Production Office: 18 Brewer Street, London, W1F 0SH

Phone: 0203 657 5380

Website: www.midasmanmovie.com

Company Number: 10435875

A black and white photograph of Paul McCartney and George Martin in a recording studio. Paul McCartney is seated on the left, wearing a dark suit jacket over a white shirt, looking towards the camera with a serious expression. George Martin is standing on the right, also in a dark suit, white shirt, and dark tie, leaning against a large piece of studio equipment with his right hand on his forehead, looking towards Paul. The background shows a typical recording studio environment with various pieces of equipment and a door.

“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.”

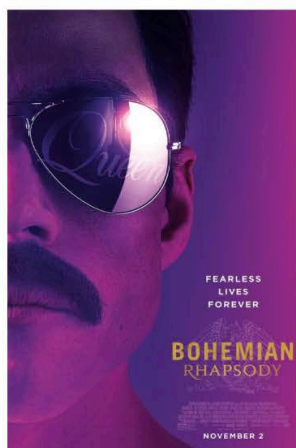
PAUL MCCARTNEY

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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 + 20% uplift
- Once investors have received 100% of their capital back +20% uplift, StudioPOW begins taking a share of the revenue.
- From this point onwards, returns are split as follows:
 - Round One: Those in the first round of funding (£3m) are in 1st position and receive a 30/70 split in favour of StudioPOW.
 - 1st position means that you receive 100% of your capital back + 20% uplift first, before the studio, talent or producers and directors begin taking their share. Once you are in this position, you continue to receive 30% of the revenue generated by the film.
 - Round Two: Those in the second round of funding (£4.5M) are in 2nd position
- and receive a 25/75 split in favour of StudioPOW.
- 2nd position means you receive 100% of your capital back + 20% uplift after investors in 1st position but before the studio, talent, producers or director begin taking their share. Once you are in this position, you continue to receive 25% 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.
- With returns forecasts exceeding 70% of its budget, this investment opportunity is one of the strongest vehicles available in the British Film industry.



BOHEMIAM 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.

A FILM WITH LIVERPOOL AT ITS HEART

Through casting Director Dan Hubbard CDG, open casting will afford LIPA students the opportunity to participate in this production. It is key to add the inclusivity of the city and afford the best talent from Liverpool to become part of an important project based on and set against their home city. The producers' ambition is to set up a bursary in Brian's name to subsidise a boy and girl from Liverpool to attend LIPA under a scholarship to achieve their dream and potential.

The production and team agreed from the get-go that the film is going to be shot on location in Liverpool embracing the distinctive humour of the city. With support from the Liverpool Film Fund and in-studio space through Twickenham Film Studios, who have a base now in Liverpool.

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. Rosie Day is cast to play her in the upcoming film.

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".



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. You'll see from the 5-minute video below that despite David's epic CV he is a quietly spoken, humble man who doesn't excessively trumpet his spectacular past.

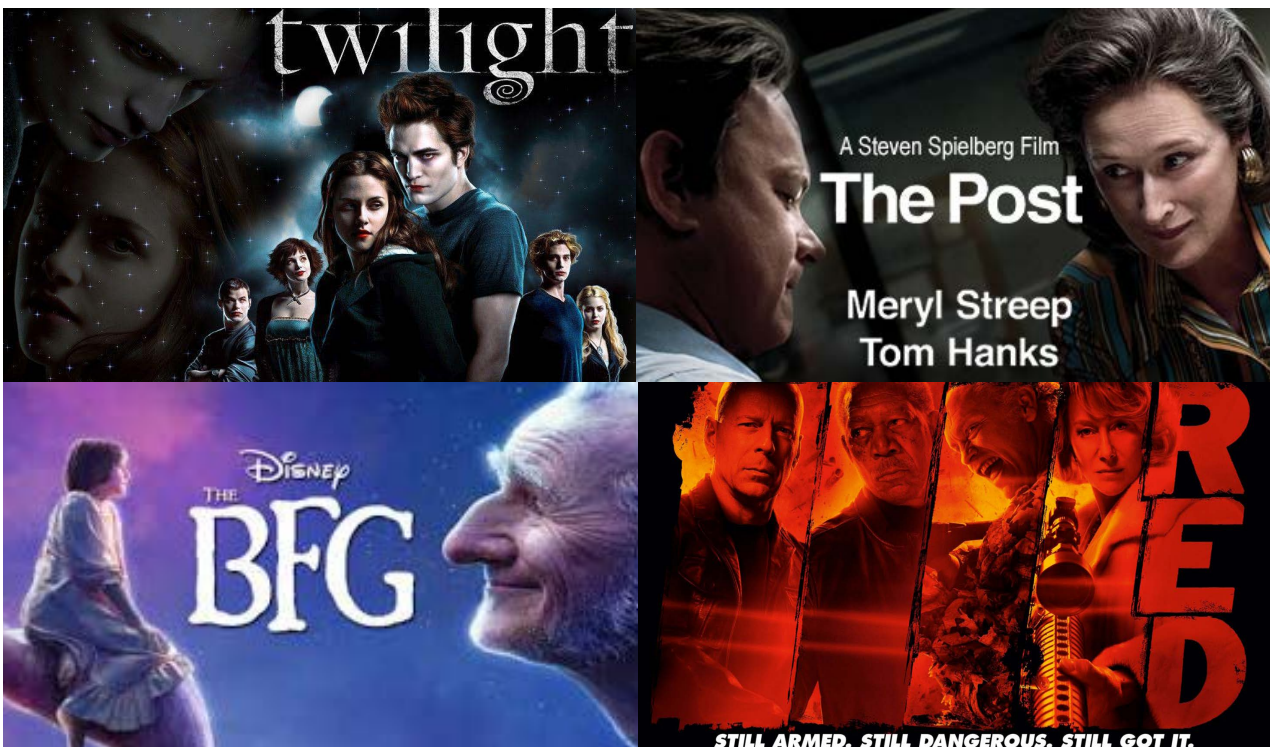
He was one of the founding partners of Summit Entertainment who handled numerous billion-dollar franchises and a catalogue of iconic movies that you will most certainly have seen, or at the very least, heard of.

He managed the **Twilight saga franchise**, the box office sensation that grossed over three billion dollars and broke a string of cinematic records in the process, both

globally and domestically. In addition to the Twilight franchise, he was also behind the **Step Up franchise** which grossed in excess of one billion dollars.

A handful of some of his iconic movies include, **American Pie**, **Die Hard 3**, **The Blair Witch Project**, **Memento** and **Donnie Brasco** are all movies that have no doubt, made you laugh, scared you senseless or had you on the edge of your seat for 120 minutes.

David also has a close working relationship with Steven Spielberg's DreamWorks for six years and more recently assisted in bringing to the world huge hits such as Spielberg's **BFG** and **The Post** starring Meryl Streep.



KEY ATTRIBUTES THAT GIVES *MIDAS MAN* COMMERCIAL EDGE

1. Because of the subject matter and the immense global appeal of The Beatles, *MIDAS MAN* is a British film that can travel to any country in the world including the biggest market of all, the USA.
2. *MIDAS MAN* will be showing at international festivals, further boosting anticipation before release.
3. The 'magic formula' for a successful movie has been deployed: with a top-class director, Jonas Åkerlund, producers, script and a high-quality principal cast.
4. We have a jaw-dropping array of talent that we will be announcing in the second half of 2020.
5. Although we are in pre-production with *MIDAS MAN*, we have already received multiple offers of distribution, including rights to distribute the film in Greater China, meaning more control and options for StudioPOW to market and promote the film on a global basis.
6. This also means more exposure post-cinema release to promote sales of DVD, video on demand, television, publishing and to sell to hotels/airlines etc.
7. We are co-producing with Twickenham Studios who are also handling post-production. They sit in the same position as StudioPOW (behind you as the investor) in the financial waterfall, displaying that they have the same confidence in this movies' success as we do.
8. Because of the tone and feel of *MIDAS MAN*, there is the potential for music and numerous other revenue streams that investors can benefit from.
9. The StudioPOW team could hardly boast more fame and reputation, helping to attract interest from within the industry as well as from both domestic and international media.
10. The first cinema release is set for September 2021, with revenues following shortly after.

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 £8m and we intend to raise £7.5m through the stand-alone option. 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 + 20% uplift before the studio, talent, producers or director begin taking their share.
3. All returns are then split 30/70 in favour of the studio for Round One investors and 25/75 in favour of the studio for Round Two investors.

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).

Let's get down to the nitty-gritty and look at the type of returns you could expect to see from the sales of **MIDAS MAN**. 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)



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 £8m standalone raise into two rounds:

ROUND ONE £3m (SOLD OUT)

All investors in Round One will receive 100% of their investment back plus 20% uplift before StudioPOW begin to take any share of the profits. Once investors are in a 20% position of profit, all further revenue will be split 30% / 70% in favour of StudioPOW.

This includes revenues from Cinema, Airlines, Downloads, DVD and global television sales and any additional music revenues for as long as it is commercially viable.

Stand-Alone Forecasts Round One (£3,000,000 Raise)

Based upon £3,000,000		%	Low (£)	Med (£)	High (£)
Forecasts	a		50,000,000	100,000,000	200,000,000
Less: Investor returns and fees					
Theatrical Fee (Average)	b	35%	17,500,000	35,000,000	70,000,000
Sales Agent Fee	c	12%	6,000,000	12,000,000	24,000,000
Net Returns	d		26,500,000	53,000,000	106,000,000

From the above balance remaining we will allocate full recoupment plus 20% uplift to Round One Investors

Round 1 Investors seed money returned	e		3,000,000	3,000,000	3,000,000
Stand-Alone Investors 20%	f	20%	600,000	600,000	600,000
Total Repayments to Round One Investors	g		3,600,000	3,600,000	3,600,000

Once Investors are 20% in profit all further revenue will be allocated 70/30 in favour of Studio Pow

Balance Remaining Split As Follows	h		22,900,000	49,400,000	102,400,000
Studio Pow	i	70%	16,030,000	34,580,000	71,680,000
Round One Investor	j	30%	6,870,000	14,820,000	30,720,000

Forecasted Returns On Investment (ROI)

Total Received By Stand-Alone Investors	k		10,470,000	18,420,000	34,320,000
Return On Investment (ROI)	l		7,470,000	15,420,000	31,320,000
Percentage Gain	n		249%	514%	1044%

Explanation Of Calculations

Net Returns	(d) = (a) - (b) - (c)
Total Repayments To Round One Investors	(g) = (e) + (f)
Balance Remaining Split As Follows	(h) = (d) - (g)
Return On Investment (ROI)	(l) = (k) - (e)
Percentage Gain	(n) = (l) / (e)

ROUND TWO £4.5m

1. Round Two raises a further £4.5m, and as in Round One, all investors will receive 100% of their investment back plus 20% uplift before StudioPOW begin to take any share of the profits. Once investors are in a 20% position of profit all further revenue will be split 25% / 75% in favour of StudioPOW. This includes revenues

from Cinema, Airlines, Downloads, DVD and global television sales and any additional music revenues for as long as it is commercially viable. The split is slightly reduced due to the film being substantially de-risked.

Stand-Alone Forecasts Round Two (£4,500,000 Raise)

	Based upon £4,500,000	%	Low (£)	Med (£)	High (£)
Forecasts	a		50,000,000	100,000,000	200,000,000
Less Fees And Round One:					
Theatrical Fee (Average)	b	35%	17,500,000	35,000,000	70,000,000
Sales Agent Fee	c	12%	6,000,000	12,000,000	24,000,000
Round One Investor Repaid	d		3,600,000	3,600,000	3,600,000
Total Fees To Deduct			27,100,000	50,600,000	97,600,000
Net Returns	e		22,900,000	49,400,000	102,400,000

From the above net returns we allocate 30% to Round One Investors

Round One Repayments	f	30%	6,870,000	14,820,000	30,720,000
Amount Remaining	g		16,030,000	34,580,000	71,680,000

100% of the amount remaining is allocated to Round Two Investors until fully recouped with 20% Uplift.

Round Two Investors Seed Money Returned	h		4,500,000	4,500,000	4,500,000
Stand-Alone Investors 20%	i	20%	900,000	900,000	900,000
Total Repayments to Round Two Investors	j		5,400,000	5,400,000	5,400,000

Once Investors reach 20% profit all further revenues are split 25/75 in favour of StudioPow

Balance Remaining Split As Follows	k		10,630,000	29,180,000	66,280,000
StudioPow	l	75%	7,972,500	21,885,000	49,710,000
Round Two Investor	n	25%	2,657,500	7,295,000	16,570,000

Forecasted Returns On Investment (ROI)

Total Received By Stand-Alone Investors	m		8,057,500	12,695,000	21,970,000
Return On Investment (ROI)	o		3,557,500	8,195,000	17,470,000
Percentage Gain	p		79%	182%	388%

Explanation Of Calculations

Net Returns	(e) = (a) - (b) - (c) - (d)
Amount Remaining	(g) = (e) - (f)
Total Repayments To Round Two Investors	(j) = (h) + (i)
Balance Remaining Split As Follows	(k) = (g) - (j)
Return On Investment (ROI)	(o) = (m) - (h)
Percentage Gain	(p) = (o) / (h)

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
- Twickenham Studios
- Production Accountant
- Sales Agent
- Collection Agent

After the 6-week shoot has wrapped the film, we will begin post-production at Twickenham Studios 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.

The Sales Agent will decide which film festival **MIDAS MAN** will launch at. Due to the massive interest in the movie, we intend to premiere **MIDAS MAN** at the highly esteemed Cannes festival in 2021. In addition to this, they will begin to broker the film across the UK and Worldwide. 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 handle the collection of all of the funds that are due from the exploration 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 last quarter of 2021.

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.



KEVIN PROCTOR

PRODUCER

Kevin has more than 20 years of experience in the British Film Industry having worked on numerous films including **Hot Fuzz**, **Inception** and **Sherlock Holmes: Game of Shadows**, along with a number of successful independent films, including **Adulthood**.

Kevin was the producer for both of StudioPOW's first two films, **Funny Cow** and **Cordelia**. The comedy-drama **Funny Cow** had its world premiere at the 2018 London Film Festival and has been met with universal critical acclaim and box office success. Kevin's attention to detail – both creatively and financially – delivers films that are impeccably managed and endure for years. Having worked his way up through the production ranks from assistant to coordinator to production manager and finally line producer, Kevin turned to producing after acquiring the skill set, and contacts, needed to become a successful producer.

Kevin is not only adept at securing the right cast and crew for every production, but also delivering evermore superior films from his production budgets and teams.





PERRY TREVERS

PRODUCER

Perry joined forces with Kevin Proctor back in 2016 to create StudioPOW. Together they raced from the starting line to make the critically acclaimed **Funny Cow**. The movie was picked up by industry giants eOne at script stage and went on to receive a national release and dozens of 5 and 4 star reviews from the Financial Times to The Sun.

Since then, he's gone on to make the soon to be released **Cordelia** starring Sir Michael Gambon and Johnny Flynn. And, over the coming months, his time is well and truly consumed by overseeing the pre-production of **MIDAS MAN** and **A Gift From Bob** to be released this Christmas.

Perry is responsible for the commercial activities at StudioPOW, developing projects that are both critically appealing and commercially successful. One of Perry's standout abilities is to make sure every avenue of revenue is secured and maximised. As he says,

'When looking at the commercial aspects of film-making, many people see simply a release followed by DVD sales and then onto TV. But a film can be so much more than that. It can be an original soundtrack, a 'making of' DVD or a TV spin-off, even a stage play. The opportunities are endless for the right projects.'





TREVOR BEATTIE

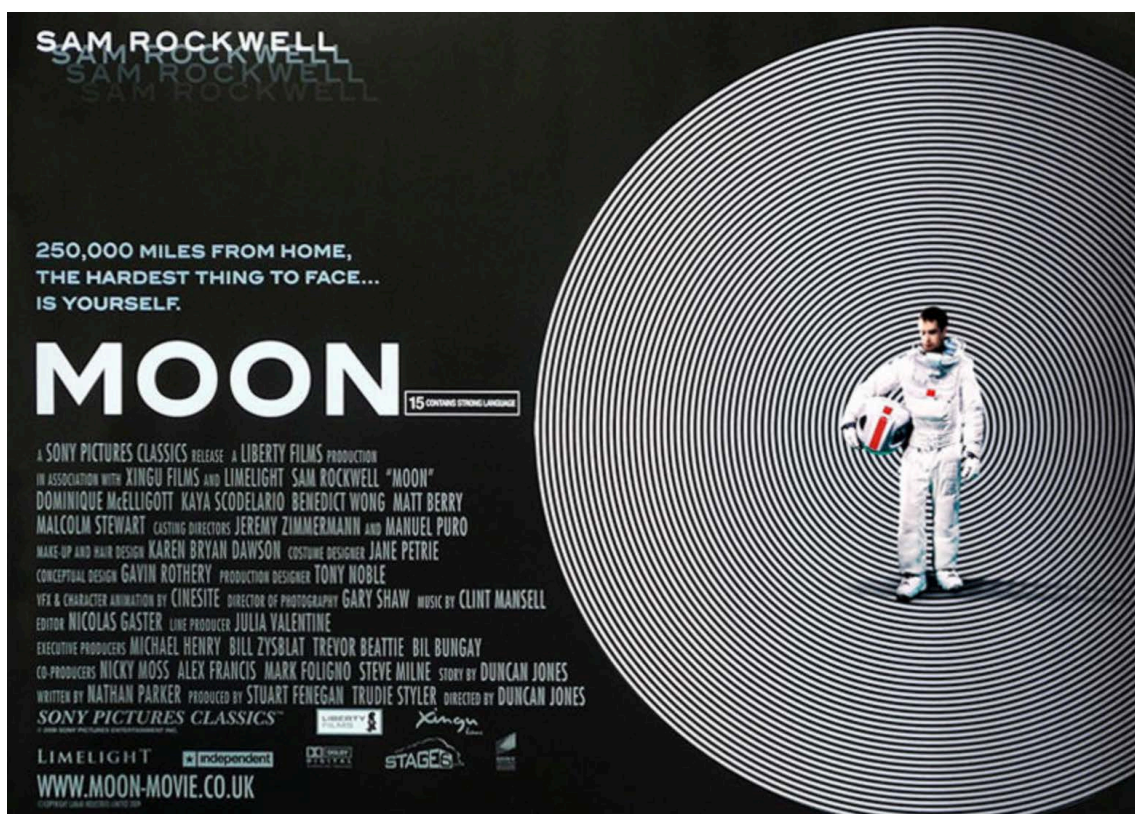
PRODUCER

In his previous career, Trevor Beattie was one of the most successful and talked-about Creative Directors in UK Advertising. His early campaigns for *Wonderbra* (Hello Boys) and *French Connection UK* (FCUK) caused a scandal, controversy, media attention and gigantic sales-hikes in equal measure. He masterminded the marketing campaign for *New Labour*, helping Tony Blair towards 3 consecutive General Election wins and his ad agency BMB was made Marketing Agency of the Year in 2007.

Having hired *Duncan Jones* (David Bowie's son) to work at BMB, Beattie made a radical career shift towards film making, collaborating with Jones on the Bafta-winning ***Moon*** starring Oscar winner Sam Rockwell in 2008.

Beattie went on to produce the acclaimed ***Nureyev***, the 2016 'Grierson' winning ***Attacking The Devil*** with Jacqui & David Morris and feature documentary, ***Spitfire*** with David Fairhead & Ant Palmer.

He set up TREVOR BEATTIE FILMS with ex-Adland partner Jeremy Chatterton in 2016.





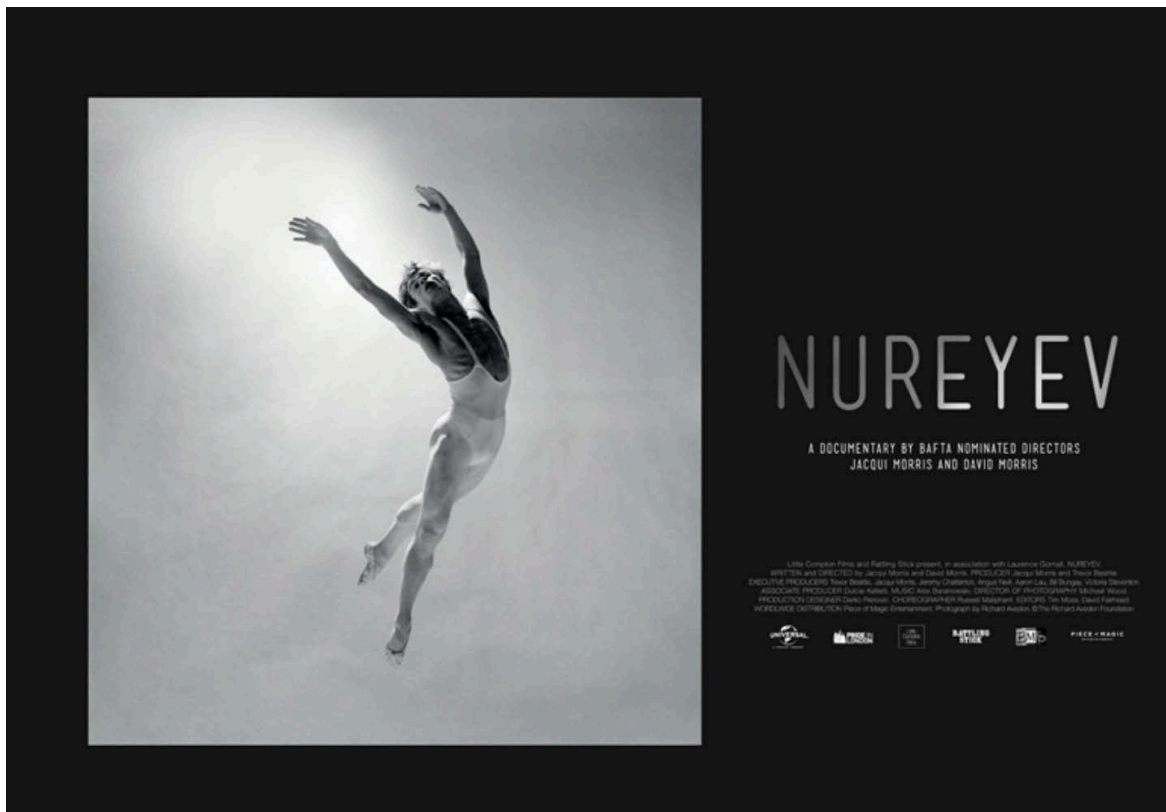
JEREMY CHATTERTON

PRODUCER

Jeremy is a 25-year veteran of the advertising, sports and entertainment industry. He established his career representing *Lennox Lewis* and brokering his first million-dollar partnership deal with *FCUK*. He established Boardmasters festival in Cornwall before joining Trevor Beattie at BMB where he set up and ran the sports and entertainment business for the agency.

He has been responsible for structuring numerous sponsorship and broadcast deals in Live Music, Boxing, Athletics, International Cricket, The London Marathon, Action Sports as well as producing ground-breaking Ad Funded TV Series.

Most recently he collaborated on two feature documentaries with Trevor; serving as the executive producer on the 2016 'Grierson' winning ***Attacking The Devil***, as well as the Universal Pictures, acquired feature documentary ***Nureyev***.



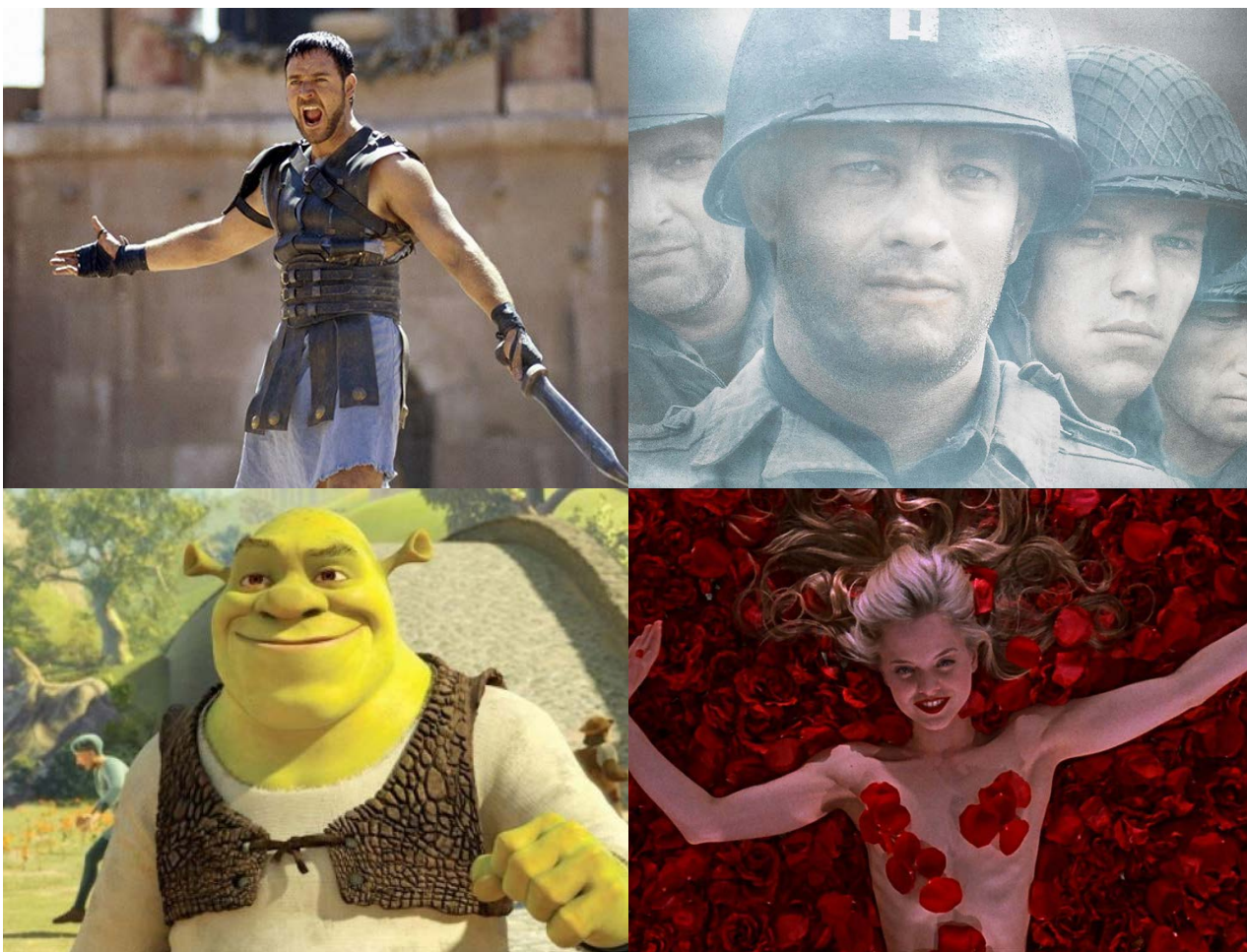


PETER DUNNE

EXECUTIVE PRODUCER

After a 6-year tenure with Warner Bros., Dunne joined DreamWorks SKG as the Head of International Publicity, working closely alongside United International Pictures overseeing campaigns on all DreamWorks' film titles, including ***American Beauty***, ***Chicken Run***, ***Cast Away***, ***Shrek***, ***Shark Tale***, and ***Shrek 2***. With extra responsibility for liaising with partner studios on the distribution and marketing of co-productions (***A.I.***, ***Gladiator***, ***Saving Private Ryan***, ***A Beautiful Mind***, ***Minority Report***, ***Road to Perdition***), Dunne established strong relations with the international divisions of most of the major Hollywood studios and was able to broaden his remit across the full spectrum of international distribution, including TV and Consumer Products.

Having established a close working relationship with Jeffrey Katzenberg, chairman of Walt Disney Studios, Dunne went on to act as DreamWorks' special consultant on all animated titles and all Steven Spielberg titles.





MARK BORKOWSKI

EXECUTIVE PRODUCER

Mark Borkowski has been described as an acclaimed PR specialist; he is also a writer and industry commentator and has been leading the British marketing and communications industry for more than 30 years.

His career has seen him successfully position, establish, consolidate and manage a breathtaking range of major product and entertainment brands and earned him international recognition as a thought leader and innovator.

Ranking alongside Alistair Campbell and Tim Bell in PR Week's list of the 25 influential figures in the industry.

Mark is a sought-after and highly visible commentator on PR and media matters who has been entered into the Brand Republic Hall of Fame. He is a regular contributor to UK outlets including Newsnight, BBC Radio 4's Today Programme, and the Media Show, The Guardian, The Independent, The Observer and The Huffington Post. He is also a well-respected keynote speaker who has addressed events for Microsoft, Sony, Unilever and the Motor Industry.

He lectures around the world as a leading thinker and authored a number of TV series. Mark's blog, rated as one of the top PR blogs in the UK by Cision, provides influential insight into some of the real issues behind celebrity, corporate and brand stories in the media.

Recently Mark conducted campaigns on **Mamma Mia** and **Birdbox** on Netflix representing Susanne Bier the first female director to win an OSCAR®, Golden Globe, an Emmy Award, and a European Film Award, collectively.

Mark will be coordinating the publicity for the project and for the film's release and distribution.





JONAS ÅKERLUND

DIRECTOR

Renowned Swedish director Jonas Åkerlund has made his mark with his distinctive storytelling and visually driven signature style that often pushes the boundaries of the status quo. He is an internationally awarded director of feature films, documentaries, music videos, commercials, and stage shows.

He is represented globally by distinguished production and management companies including RSA/Black Dog Films, Casarotto Ramsay & Associates Limited, Anonymous/Serial Pictures.

"Brian Epstein's story has everything I'm looking for in a story.... it's all about Brian's singularity for me. I love that Brian seemed to know every step of the way what no one else knew, he saw things that no one else saw. His vision was astonishing, he created a culture that didn't exist. The film is more like touring Brian's mind and what it was like to be him than how one thing led to another chronologically. I want to bring him back to life."





BRIGIT GRANT

SCRIPT WRITER

Brigit Grant has been a national newspaper journalist and film writer/critic for 37 years, working for The Sunday and Daily Mirror, Sunday Express and Daily Telegraph. She edited publications for BAFTA, The European Film Awards and launched and edited the celeb magazine Crunch in New York, Zee in India and MoBo in the UK.

Brigit was part of the founding team behind Frank at Wagadon Publishing as well as launching titles for Hachette. Brigit scripted and presented several BBC radio arts shows for GLR in London, and presented a TV/film review show for Planet 24 at Channel 4.

She co-wrote the satire Red Top starring Maxine Peake and Russell Tovey. She currently edits Life magazine for JN Media Group.



JONATHAN WAKEHAM

SCREEN WRITER

Jonathan writes about self-made heroes fighting injustice with humour, heart and hope.

He is a trustee of Arts Emergency, a charity that mentors young art students from underprivileged backgrounds, and teaches screenwriting at Pinewood Studios.

Jonathan is the co-founder of the LOCO London Comedy Film Festival at BFI Southbank.

Screenplays include: *The Nile*, *The 50 Things*, *Little Darlings* and *There's No Place Like Paris*

Feature Films include: *Beyond Beauty*, *Oscar and Emily*, *Icebreaker*, *Firefly* and *Kiss and Run*



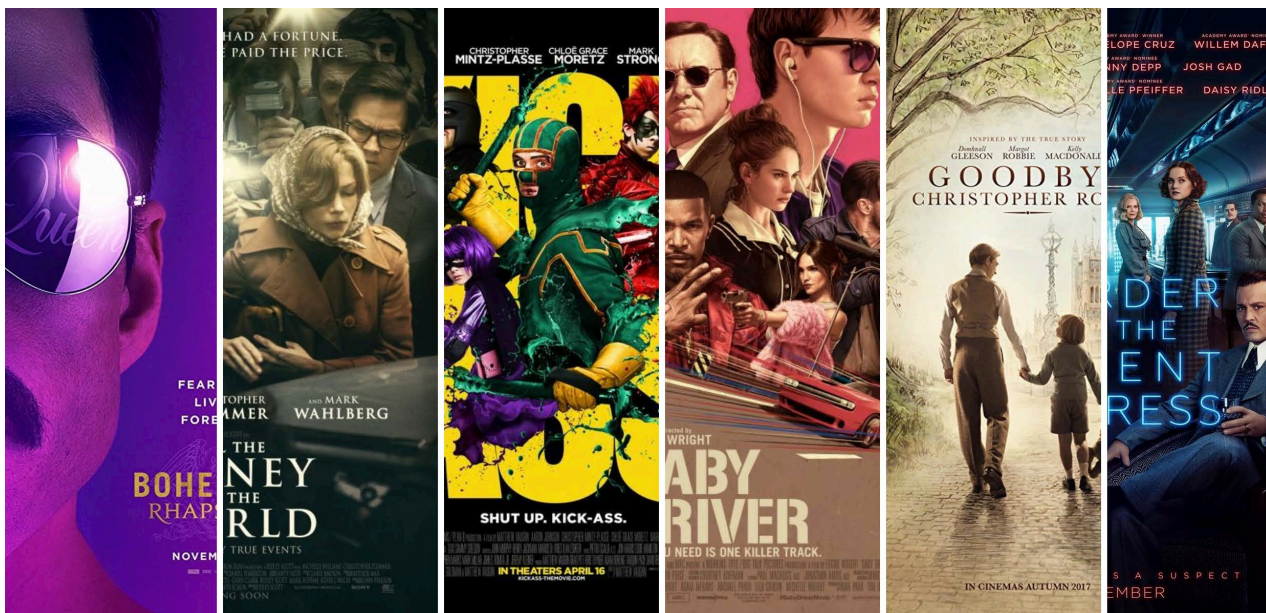
TWICKENHAM STUDIOS

PRODUCERS & POST PRODUCTION

With over 100 years' experience, Twickenham Studios is one of the leading UK studios offering both production and post-production services. The studio offers three stages, production offices, art departments as well prop and costume stores. The post-production department offers state of the art dubbing theatres and grading theatres for film and television. They have worked on some of cinema's most iconic movies such as **The Italian Job, Zulu, Superman, Blade Runner, Gandhi, Baby Driver** and the billion dollar film **Bohemian Rhapsody**.

It's safe to say that Twickenham Studios has a history of making masterful decisions about the projects that they'll work with. Their team has an adroit eye for recognising films with huge potential and their decision to co-produce our **MIDAS MAN** galvanises our assumption that our movie is set to be one of the biggest of 2021 which will result in bigger and better returns for all of our investors.

In addition to their unquestionable pedigree, Twickenham also offers us flexibility regarding studio space to shoot **MIDAS MAN**. This gives us an indispensable advantage over other studios, especially when film production is set to resume. As the social distancing rules are relaxed a huge demand for studio space will develop, and our relationship with Twickenham Studios places us in front of the pack.





TREVOR BEATTIE FILMS

PRODUCTION

Trevor Beattie Films was formed by ex-advertising executives Trevor Beattie and Jeremy Chatterton, to bring their craft discipline and decades of experience in commercial short form film making onto the big screen. It is a career cross-over which began with Beattie's involvement in the production of Duncan Jones' BAFTA winning sci-fi cult classic MOON in 2008. This continued with a role as Executive Producer on Jones' follow-up MUTE.

Beattie also worked on the production and marketing of David Fairhead and Ant Palmer's feature documentary SPITFIRE in 2018.

Beattie and Chatterton teamed up with Jacqui & David Morris to produce the acclaimed NUREYEV and the (2016 Grierson winning) documentary on the Thalidomide tragedy, ATTACKING THE DEVIL.

TBFilms work uniquely through all aspects of the film making process, from investment through production and potential brand involvement, to the marketing and PR of movies to at-home and cinema audiences.

MIDAS MAN is TBFilms first collaborative project with StudioPOW in what will be a multi-title venture.

SPITFIRE

NUREYEV
A DOCUMENTARY BY BAFTA NOMINATED DIRECTORS
JACQUI MORRIS AND DAVID MORRIS

MOON 15 minutes

250,000 MILES FROM HOME,
THE HARDEST THING TO FACE...
IS YOURSELF.

A SONY PICTURES CLASSICS RELEASE A LIBERTY FILMS PRODUCTION
IN ASSOCIATION WITH JUNGSI FILMS AND LIMELIGHT SAM ROCKWELL "MOON"
DOMINIQUE MCELLEGGOTT KAYA SCORLIANO BEHEDICT WONG MATT BERRY
MALCOLM STEWART COSTUME DESIGNERS JEREMY ZIMMERMANN AND MANUEL PURO
MAKE UP AND HAIR DESIGN KAREN BRYAN DAWSON COSTUME DESIGNER JARKE PETRIE
CONCEPTUAL DESIGN GAVIN ROTHREY PRODUCTION DESIGNER RORY WIDOLE
SET & PRODUCTION DESIGNER GREGGISTE PRODUCTION PHOTOGRAPHER GARY SHAW MUSIC BY CLINT MARSELL
EDITOR NICOLAS GASTON EXEC PRODUCERS JULIA VALENTINE
EXECUTIVE PRODUCERS MICHAEL HENRY BILL ZYSBLAT TREVOR BEATTIE BILL BUNGAY
CO PRODUCERS NICKY MOSS ALEX FRANCIS MARK FOLIGNO STEVE HILNE STORY BY DUNCAN JONES
WRITTEN BY MATTHEW PARKER PRODUCED BY STUART FERREGAN TRUDIE STYLER DIRECTED BY DUNCAN JONES
SONY PICTURES CLASSICS

Always read the label

Attacking The Devil
A film by Jacqui Morris and David Morris
A Frith Street Films production

Attacking The Devil, in association with Village Film Festival and
The Cinema Group BDFM David Fairhead MUTE The Brinkwell
EXECUTIVE PRODUCERS Sam Morris David Fairhead
WRITTEN BY ANTE PALMER DIRECTOR OF PHOTOGRAPHY Sam Morris
PRODUCED BY Sam Morris DIRECTED BY Sam Morris, David Morris

NEWS



TREVOR BEATTIE FILMS and StudioPOW Announce partnership with ER DONG PICTURE GROUP to produce MIDAS MAN.

23 June 2020

Trevor Beattie Films and *StudioPOW* today announce a partnership with Er Dong Picture Group to produce the film **MIDAS MAN**.

ER DONG PICTURE GROUP is one of the fastest growing film entertainment groups in China. In 2019, Er Dong invested in and produced 16 movies achieving box office of revenues of RMB 8.2 bn. Among their most successful films were the highly acclaimed **OPERATION RED SEA**, **HELLO Mr BILLIONAIRE** and **SONG OF YOUTH**.

ER DONG's drive and ambition is reminiscent of Brian's own drive to succeed" said Producer Perry Trevers. "We are very excited to be partnering with such a fast moving company and we believe along with ER DONG that **MIDAS MAN** will be A huge success in China". As well as a partner, ER DONG will also be distributing the film in Greater China.



Jonas Åkerlund signs to direct MIDAS MAN

2 July 2020

We are delighted to announce that renowned Swedish filmmaker *Jonas Åkerlund* has signed on to direct **MIDAS MAN**. With an amazing track record in music videos (for *Madonna, Beyoncé, Lady Gaga, Blondie* and many others) and features such as *Polar* and *Lords of Chaos*, – Jonas' skillset effortlessly straddles both music and film culture, making him uniquely well placed to bring the story of Brian Epstein to a modern cinema audience.

FEATURED IN

RollingStone *THE Hollywood REPORTER* DEADLINE

the **guardian** *VARIETY* SCREENDAILY

Gazette *EveningExpress* The Argus

SCREENWEEK **FLICKERING MYTH** 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

- Investor contracts: [Simons Muirhead & Burton](#)
- Lawyers: [Lewis Silkin](#)
- Accountants: Martin Glick
- Post Production Partner is [Twickenham Film Studios](#)

FREQUENTLY ASKED QUESTIONS

HOW MUCH CAN I INVEST?

The minimum investment is £10,000 and the average investment is £50,000, and there is no maximum. Total Stand Alone equity funds to be raised for **MIDAS MAN** are £7,500,000.

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. 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 - March 2020/1
2. Production: March - May 2021
3. Post-production: May - September 2021
4. Festival Release: March - Sep 2021
5. Release (Based on Territory): Sep - Oct 2021

WHAT IS THE EXIT STRATEGY?

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

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. 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
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: Barclays Account Name: StudioPOW Limited Sort Code: 20-45-45 Account Number: 33921875 IBAN: GB92 BUKB 2045 4533 9218 75 SWIFT: BUKBGB22 Reference: Please enter your surname
“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 20% 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 25% 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 75% 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

STATEMENT FOR RESTRICTED INVESTORS

I understand that I am an Everyday or Restricted Investor.

I agree that I can receive promotional communications relating to unregulated investment products. I declare myself an Everyday or Restricted Investor and agree that:

1. In the twelve months preceding 00/00/0000, I have not invested more than 10% of my net assets in unlisted shares or unlisted debt securities; and
2. I undertake that in the twelve months following 00/00/0000, I will not invest more than 10% of my net assets in unlisted share or unlisted debt securities.

My net assets do not include:

1. the property which is my primary residence or money raised through a loan secured on that property;
2. any rights of mine under a qualifying contract of insurance;
3. any benefits in the form of pensions or otherwise which are payable on the termination of my employment or on my death or retirement and to which I am or may be entitled.

I am aware that it is my responsibility to seek advice from an authorised person who is qualified and competent to give advice on unlisted shares and unlisted debt securities.

I accept that the investments to which the promotions relate may expose me to a significant risk of losing all my money invested.

Signature SAMPLE SIGNATURE

Date 00/00/0000

Print Name Full Name

Address Address

ANTI MONEY LAUNDERING DOCUMENTS

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

Head Office: 102 Camley Street, London N1C 4PF | **Production Office:** 18 Brewer Street, London, W1F 0SH
Phone: 0203 657 5380 | **Email:** angela@studio-pow.com