



Registration of a Charge

Company name: **BAD WOLF LTD**

Company number: **09686683**



X831F5T4

Received for Electronic Filing: **09/04/2019**

Details of Charge

Date of creation: **03/04/2019**

Charge code: **0968 6683 0008**

Persons entitled: **THE BRITISH BROADCASTING CORPORATION**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Chargor acting as a bare trustee for the property.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

ALEXANDER HOOLEY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9686683

Charge code: 0968 6683 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd April 2019 and created by BAD WOLF LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th April 2019 .

Given at Companies House, Cardiff on 10th April 2019

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED

3rd April

2019

1. THE BRITISH BROADCASTING CORPORATION

2. BAD WOLF LTD

CHARGE

OVER THE TELEVISION PROGRAMME PROVISIONALLY ENTITLED

"HIS DARK MATERIALS (SEASON 2)"

LEE&THOMPSON

4 Gee's Court
St Christopher's Place
London
W1U 1JD

Tel: +44 (0)20 3073 7600
www.leeandthompson.com

PARTIES:

- (1) **THE BRITISH BROADCASTING CORPORATION** of Broadcasting House, London W1A 1AA (**BBC**) (contact: Laura Branfield; e-mail: laura.branfield@bbc.co.uk); and
- (2) **BAD WOLF LTD**, (Company Number: 09686683), of Wolf Studios Wales, Trident Industrial Park, Glass Avenue, Cardiff, CF24 5EN (**Bad Wolf**) (contact: Henry Buswell; e-mail: Henry.Buswell@bad-wolf.com) such expression which shall include persons deriving title under Bad Wolf or entitled to redeem this security.

RECITALS:

- (A) The BBC has agreed to provide Bad Wolf with finance in relation to the Programme (as defined below) pursuant to a licence agreement between BBC and Bad Wolf dated 5 June 2018 (**BBC Licence Agreement**) for the production and completion of the Programme.
- (B) In consideration of the BBC making available such sums, Bad Wolf has agreed to execute this Charge as security for the performance and discharge of the Secured Obligations and payment of the Debt.

OPERATIVE PROVISIONS:

1 Interpretation

- 1.1 In this Charge, the following expressions shall have the following meanings unless the context otherwise requires:

Administrator	an Administrator appointed in accordance with Paragraph 14 of Schedule B1 of the Insolvency Act 1986 pursuant to this Charge which, by virtue of that section, is a qualifying floating charge;
Ancillary Rights	all ancillary rights in the Programme which are owned or controlled at any time by Bad Wolf, including all commercial tie-ups, sponsorship, branding, inter-active, computer assisted (including computer and video games), screenplay publication, novel publication, merchandising, music publishing and soundtrack rights in the Programme (as all terms are customarily understood in the motion picture and television industry of the United Kingdom of Great Britain and Northern Ireland) but excluding the Future Production Rights;
Assigned Agreements	those agreements referred to in clause 3.1.1.3 assigned by way of security to the BBC by Bad Wolf pursuant to clause 3.1.1.3;
Bank	MUFG Union Bank, N.A.; ;
BBC Licence Agreement	the agreement referred to in Recital A ;
BBC Studios	BBC Studios Distribution Limited (formerly BBC Worldwide Limited)

BBC Studios Agreement	the agreement dated 5 June, 2018 between BBC Studios and Bad Wolf in relation to the Programme;
Borrower	Bad Wolf (HDM) Ltd (Company Number: 11032692) of Wolf Studios Wales, Trident Industrial Park, Glass Avenue, Cardiff, Wales, CF24 5EN;
Borrower's Charge	The charge and deed of assignment dated on or around the date of this Agreement between the Borrower and the BBC;
Charge	this charge and any and all schedules, annexures and exhibits attached to it or incorporated by reference;
Charged Assets	to the extent of Bad Wolf's right in and title to such assets, the Programme, the Rights, the BBC Licence Agreement, the BBC Studios Agreement, the Production Services Agreement and all property and assets charged or to be charged under this Charge in favour of the BBC in relation to the Programme and all other property and assets which at any time are or are required to be charged in favour of the BBC under this Charge in relation to the Programme;
Debt	all present and future sums due to the BBC in connection with the Programme including sums due pursuant to the BBC Licence Agreement and all other agreements or charges entered into by the Borrower or Bad Wolf with the BBC in relation to the Programme (including any amounts advanced by the BBC under the BBC Licence Agreement that are repayable as specified in clause 2.1 of this Charge) so that any interest, fees, expenses (including any expenses or fees incurred in the preservation or enforcement of the security contained in this Charge or the Borrower's Charge) and costs and any value added tax on any interest, fees, expenses and costs or any other sum that is owed to the BBC and is not paid when due shall be added to and deemed part of the Debt;
Event of Default	those events defined as events of default under Schedule 1 to this Agreement;
Future Production Rights	the right to make a prequel, sequel, remake, spin-off or other similar derivative work based on the Programme or the screenplay or the Source Material;
IPA	the interparty agreement of even date hereof between Bad Wolf, the Borrower, the BBC, BBC Studios and the Bank, inter alia, in relation to the financing of the Programme;
Loan Agreement	the loan agreement dated on or around the date of this Agreement between the Bank and the Borrower;

Materials	the materials required to be delivered to BBC Studios pursuant to the BBC Studios Agreement and to the BBC pursuant to the BBC Licence Agreement, together with all physical or digital properties or materials of every kind or nature of, or relating to, the Programme whether now in existence or hereafter made and all versions thereof, including, without limitation, exposed film, developed film, positives, negatives, prints, answer prints, special effects, pre-print materials, soundtracks, sound recordings, scripts, musical scores, digital files, digital material, positive sound and visual material, audio and video tapes and discs of all types and gauges, cut-outs, trims, sketches, designs and any and all other physical properties of every kind or nature of or relating to the Programme in whatever state of completion, and all duplicates, drafts, versions, variations and copies of each thereof;
Production Services Agreement	the production services agreement dated on or before the date hereof between the Borrower and Bad Wolf in relation to the Programme;
Programme	the second season of the television series provisionally entitled <i>"His Dark Materials"</i> (Season 2) consisting of 8 of episodes each with a slot length of 60 minutes;
Receiver	any receiver or manager or administrative receiver appointed by the BBC either solely or jointly (and if more than one on the basis that they may act jointly and severally) under or by virtue of this Charge or any other security interest of the BBC or the BBC's statutory powers;
Rights	<p>the following rights for the full period of copyright and thereafter (so far as is possible) in perpetuity:</p> <ol style="list-style-type: none"> 1. all rights to distribute, lease, license, sell or otherwise exploit or deal with the Programme in all media (whether now known or hereafter invented or devised), including, without limitation, the rights in the Programme; 2. all rights to exhibit and broadcast the Programme; 3. the Ancillary Rights; 4. all such other rights in and to the Programme or any material on which it is based or which is incorporated in the Programme as are needed for the full exploitation of the rights described in 1, 2 and 3 above; 5. all necessary rights to the music and musical compositions contained in the Programme and all rights to the music and musical compositions created for the Programme, including the lyrics and all rights to exploit the same and to produce, publish, reproduce or synchronise all or any of

the same with the Programme; and

6. all rights to distribute, lease, license, sell or otherwise exploit or deal with any of the rights referred to above;

Rights Documents	all those documents pursuant to which the Borrower or Bad Wolf acquires any of the Rights;
Season 1	the first season of the television series entitled " <i>His Dark Materials</i> " consisting of 8 episodes each with a slot length of 60 minutes;
Season 1 Collateral	all rights, title and interest and any materials relating to Season 1 (save to the extent any such rights, title and interest and/or materials also relate to the Programme);
Secured Obligations	all present and future obligations and liabilities of Bad Wolf to the BBC in connection with the Programme whether actual or contingent and whether owed or incurred alone or jointly and/or severally with another and as principal or as surety or in any other capacity or of any nature and on any account, including under this Charge, the BBC Licence Agreement or the Borrower's Charge; and
Source Material	to the extent of Bad Wolf's right in and title to the following, all underlying literary, dramatic, lyrical, musical, artistic and other material including, without limitation, the format, screenplay, music, all titles, trademarks, designs, and logos used in or in connection with the Programme to enable it to be produced and exploited.

- 1.2 For the purposes of this Charge, all capitalised expressions not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement and, if not defined in the Loan Agreement, the IPA.
- 1.3 Any reference in this Charge to any statute, statutory provision, document or agreement shall be construed as including a reference to that statute, statutory provision, document or agreement as from time to time amended, modified, novated, extended, replaced or re-enacted, whether before or after the date of this Charge, and to all statutory instruments, orders and regulations for the time being made pursuant to such statutes or statutory provisions or deriving validity from them.
- 1.4 Expressions used herein that are defined in The Copyright, Designs and Patents Act 1988, shall, unless the context otherwise requires, have the meaning attributed thereto in that Act.
- 1.5 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include corporate entities, unincorporated associations and partnerships.

1.6 The clause headings in this Charge are for convenience and reference purpose only and shall not be deemed to govern or act in the interpretation of any provision of this Charge in any way.

1.7 This Charge is intended to be executed and to take effect as a Deed by Bad Wolf, notwithstanding that it is not executed as a Deed by the BBC.

2 Covenant to Pay

2.1 In consideration of the BBC entering into the BBC Licence Agreement and making the funds available to Bad Wolf in accordance with the terms thereof, Bad Wolf agrees with the BBC that all amounts then advanced by the BBC to Bad Wolf under the BBC Licence Agreement shall be immediately repayable to the BBC upon an Event of Default and covenants to pay and discharge to the BBC the Debt on demand on or after an Event of Default.

3 Charge and Security Assignment

3.1 As continuing security for the payment to the BBC of the Debt by Bad Wolf and for the performance of the Secured Obligations, Bad Wolf, with full title guarantee:

3.1.1 assigns absolutely to the BBC throughout the world (and insofar as necessary by way of present assignment of future copyright pursuant to s.91 of the Copyright Designs and Patents Act 1988) all of Bad Wolf's right, title and interest in and to:

3.1.1.1 all copyright and allied and ancillary rights in and to the Programme and any other films, audio-visual and/or sound recordings made for, or in connection with, the Programme in the course of production of the Programme or pursuant to any right acquired in connection with or arising from the production of the Programme;

3.1.1.2 the Rights (subject to and with the benefit of the Assigned Agreements);

3.1.1.3 the Rights Documents, the Production Services Agreement, the BBC Studios Agreement, the BBC Licence Agreement (all such agreements together being referred to as **Assigned Agreements**) and all of Bad Wolf's right, title, benefit and interest to and in the same including, without limitation, any and all sums of money whatever payable to or on account of Bad Wolf pursuant to the Assigned Agreements;

3.1.1.4 any other agreements for the provision of any goods, services, facilities or finance for the Programme, and

3.1.1.5 the benefit of all policies of insurance now or in the future taken out in respect of the Programme and/or the Rights; and

3.1.1.6 the benefit of all revenues accruing to it or to its order or on its behalf in respect of the exhibition, distribution and exploitation of the Programme and/or the Rights;

but excluding always the Future Production Rights and the Season 1 Collateral but including any proceeds derived therefrom;

- 3.1.2 charges by way of first fixed charge to the BBC Bad Wolf's right, title and interest (whether now owned or hereafter acquired) in and to the following:
- 3.1.2.1 all of those assets detailed at Clause 3.1.1 above to the extent that they are not effectively assigned pursuant to that clause;
 - 3.1.2.2 the Programme (as both presently existing and to be created or acquired by Bad Wolf, either separately or jointly with any or all of the other entity);
 - 3.1.2.3 the Materials;
 - 3.1.2.4 the proceeds of all policies of insurance now or in the future taken out by Bad Wolf in respect of the Programme and/or the Rights;
 - 3.1.2.5 any other assets of Bad Wolf in relation to the Programme; and
 - 3.1.2.6 the proceeds of any or all of the foregoing;
- but excluding always the Season 1 Collateral and the Future Production Rights but including any proceeds derived therefrom;
- 3.1.3 charges by way of a first floating charge all of its present and future assets and undertakings relating to the Programme including, but not limited to any and all of Bad Wolf's rights and interest detailed in sub-clauses 3.1.2.1 above if and to the extent that the first fixed charge may fail for any reason to operate as a fixed charge or fail to be assigned (whether at law or in equity) by way of security to the BBC (including, for the avoidance of doubt, any proceeds derived from the Future Production Rights but not the Future Production Rights themselves, which are excluded from this Charge). Paragraph 14 of Schedule B1 of the Insolvency Act 1986 incorporated by Schedule 16 of the Enterprise Act 2002 shall apply to any floating charge created pursuant to this Charge so that this Charge is a qualifying floating charge.
- 3.2 Bad Wolf will hold in trust for the BBC Bad Wolf's entire interest and benefit in and to the Charged Assets and all other assets intended to be subject to a security interest under this Deed including, without limitation, any part of the Charged Assets which cannot be charged or assigned by Bad Wolf together with, without limitation, all proceeds, money and other rights and benefits to which Bad Wolf is beneficially entitled in respect of such Charged Assets.
- 3.3 This Charge shall remain in force as a continuing security to the BBC notwithstanding any settlement of account or any other act, event or matter whatever, except only for the execution by the BBC of an absolute and unconditional release, or the execution by or on behalf of the BBC of a receipt for all, and not part only, of the Secured Obligations and/or the obligations of Bad Wolf under the BBC Licence Agreement and this Charge or the obligations of the other Chargors under the Borrower's Charge, and this Charge shall not prejudice or affect any other security which the BBC may now or at any time hereafter hold in respect of the Secured Obligations or any of them or any part thereof respectively.
- 3.4 The BBC hereby grants to Bad Wolf an exclusive licence to undertake and complete the production, post-production, completion and delivery of the Programme, subject in all respects to the security hereby created, and Bad Wolf hereby agrees that the BBC may

terminate such licence if the security created under this Agreement becomes enforceable for any reason whatsoever.

4 Conversion of Floating Charge and Automatic Crystallisation

- 4.1 The BBC may at any time, by notice in writing to Bad Wolf, convert the floating charge created under this Charge into a fixed charge in relation to the assets specified in such notice.
- 4.2 Upon the occurrence of any Event of Default the floating charge created under this Charge will (in addition to the circumstances in which the same will occur under the general law) immediately and automatically, without any requirement for notice by the BBC, convert into a fixed charge over all the assets of Bad Wolf that are the subject of the floating charge **PROVIDED THAT** solely for the purposes of this clause, the obtaining of a moratorium under Schedule A1 of the Insolvency Act 1986 or any action with a view to obtaining such a moratorium shall not cause the floating charge to automatically crystallise.

5 Enforcement

- 5.1 The Charge created under this Agreement shall become enforceable at any time after the occurrence of an Event of Default.
- 5.2 On or at any time after this Charge has become enforceable (and without prejudice to the statutory power of sale conferred by the Law of Property Act 1925 which is applicable to this Charge), the BBC shall be entitled to sell the Charged Assets or any part or parts of them or otherwise exploit them or turn them to account for such price and in such manner as the BBC in its absolute discretion may think fit.
- 5.3 The BBC shall, on receipt of any proceeds resulting from any of the acts of enforcement referred to in Clause 5.2, apply the same in or towards repayment of any part of the Secured Obligations as the BBC decides. The BBC shall be entitled to the repayment of all costs, fees and charges it may incur as a consequence of the enforcement of this Charge.
- 5.4 If, on enforcement of this Charge, there shall remain any sum of money after all Debt has been paid in full, such sum of money shall be made available to Bad Wolf or other person entitled thereto.
- 5.5 The Law of Property Act 1925 Section 103 and the restrictions contained in Sections 93, 103 and 109 of that Act shall not apply to the security created by this Charge.
- 5.6 In addition to the foregoing provisions of this Clause, the BBC may, at any time after an Event of Default is declared, appoint in writing a Receiver or Receivers, or an Administrator pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986, in respect of the Charged Assets or any part of them on such terms as to remuneration and otherwise as it shall think fit, and may from time to time remove any Receiver and appoint another in his or their stead, **PROVIDED THAT**, solely for the purposes of this clause, the obtaining of a moratorium under Schedule A1 of the Insolvency Act 1986 or any action with a view to obtaining such a moratorium, shall not of itself (but without prejudice to the BBC's rights should other Events of Default then exist) entitle the BBC to appoint a Receiver.
- 5.7 If a Receiver is appointed, such Receiver shall be the agent of Bad Wolf and have all the powers set out in Schedules 1 and B1 to the Insolvency Act 1986 and, in addition, shall have the power to:

- 5.7.1 take possession of, get in, realise and/or enforce the Charged Assets;
 - 5.7.2 take any steps that may be necessary or desirable to effect compliance with any or all of the agreements charged or assigned pursuant to this Charge and to carry on, manage or concur in carrying on and managing the business of Bad Wolf or any part of the same in relation to the Programme, and, for any of those purposes, to raise or borrow from the BBC or otherwise any money that may be required upon the security of the whole or any part of the Charged Assets;
 - 5.7.3 institute proceedings and sue in the name of Bad Wolf and appoint managers, agents and employees at such salaries as the Receiver may determine;
 - 5.7.4 assign, sell, lease or license or concur in assigning, selling, leasing or licensing the interest of Bad Wolf in the Charged Assets or otherwise deal therewith and on such terms in the interest of the BBC as the Receiver thinks fit;
 - 5.7.5 appoint and discharge managers, advisers, officers, agents, contractors, workmen and employees for any of the aforesaid purposes for such remuneration and on such other terms as the BBC or the Receiver shall think fit;
 - 5.7.6 do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which the Receiver lawfully may or can do; and
 - 5.7.7 make any arrangement or compromise and enter into any contract or do any other act or make any omission which the Receiver shall think expedient in the interest of the BBC and to do any other act or thing which a Receiver appointed under the Law of Property Act 1925 or the Insolvency Act 1986 would have power to do subject to the provisions of this Charge, **PROVIDED ALWAYS THAT** nothing contained in this Charge shall make the BBC liable to such Receiver as aforesaid in respect of the Receiver's remuneration, costs, charges or expenses or otherwise for which, together with the Receiver's acts, contracts, defaults and omissions, Bad Wolf shall alone be liable.
- 5.8 At any time after the security created hereunder becomes enforceable, the BBC or a Receiver may (but shall not be obliged to) do all such things and incur all such expenditure as the BBC or such Receiver shall in its sole discretion consider necessary or desirable to remedy such default or protect or realise the Charged Assets or its interests under this Charge and, in particular (but without limitation), may enter upon Bad Wolf's property and may pay any monies which may be payable in respect of any of the Charged Assets, and any monies expended in so doing by the BBC or the Receiver shall be deemed an expense properly incurred and paid by the BBC, and Bad Wolf shall reimburse the same on demand to the BBC.
- 5.9 If an Administrator is appointed such Administrator will have all the powers conferred on them by statute including all the powers set out at Schedule 1 of the Insolvency Act 1986.

6 Covenants and Warranties

- 6.1 Bad Wolf warrants, undertakes and agrees with the BBC as follows:
 - 6.1.1 that it is the sole, absolute legal owner of the Charged Assets and that none of the Charged Assets are the subject of any mortgage, charge, lien, pledge, encumbrance

or security interest other than any such arising in favour of the BBC or as set out in the IPA;

- 6.1.2 that the execution of this Charge by Bad Wolf will not violate, conflict with or cause a breach of any agreement, instrument or mortgage previously executed by Bad Wolf;
 - 6.1.3 not, without the prior written consent of the BBC, to sell, transfer, dispose of or part with possession or control of or attempt to sell, transfer or dispose of the Charged Assets or any part of them or any interest in them, nor directly or indirectly create or permit to exist or be created any mortgage, charge, lien, pledge, encumbrance or security interest upon or in the Charged Assets or any part of them;
 - 6.1.4 immediately to notify the BBC of any material loss, theft, damage or destruction to the Materials and/or breach of the Rights or any part of them;
 - 6.1.5 to give the BBC such information concerning the location, condition, use and operation of the Materials as the BBC may reasonably require, and to permit any persons designated by the BBC at all reasonable times to inspect and examine the Materials and the records maintained in connection with them;
 - 6.1.6 that each of the Assigned Agreements to which it is a party constitutes valid and binding obligations on the parties thereto and are in full force and effect and have not been varied or modified in any way or cancelled and no party to any such agreement is in default;
 - 6.1.7 that it will in a timely manner perform its obligations under the Assigned Agreements to which it is a party and will comply with all laws and regulations from time to time relating to the Assigned Agreements or affecting their enforceability;
 - 6.1.8 that it will do or permit to be done each and every act or thing which the BBC may from time to time reasonably require for the purpose of enforcing the BBC's rights under this Charge and the Assigned Agreements to which it is a party and will allow its name to be used as and when required by the BBC for that purpose;
 - 6.1.9 that it shall procure that all sums charged or assigned to the BBC hereunder shall be paid to the BBC or as the BBC may direct from time to time.
- 6.2 The BBC shall not be obliged to make any enquiry as to the nature or sufficiency of any payment made under any of the Assigned Agreements or to make any claim or take any other action to collect any money or to enforce any rights and benefits assigned to the BBC or to which the BBC may at any time be entitled under this Charge.

7 Set-Off

- 7.1 In addition, and without any prejudice, to any lien or right to which the BBC may be entitled by law, the BBC may at any time and without prior notice, set off the whole or any part of the Debt against any deposit or credit balance on any account of the Bad Wolf with the BBC (whether or not that deposit or balance is due to Bad Wolf).
- 7.2 Despite any term to the contrary in relation to any deposit or credit balance on any account of Bad Wolf with the BBC, that deposit or balance will not be repayable to Bad Wolf before all the Debt has been discharged, but the BBC may without prejudice to this Charge permit Bad Wolf to make withdrawals from time to time.

8 Grant of Time or Indulgence

- 8.1 The security created by this Charge shall not be affected or prejudiced in any way by the BBC giving time or granting any indulgence to Bad Wolf or accepting any composition from or compounding with or making any other arrangement with Bad Wolf or any other person, firm or company in respect of the Secured Obligations and the BBC may enforce the security created by this Charge and any other security it may hold in respect of such Secured Obligations against Bad Wolf in any order which it may in its absolute discretion think fit.

9 Assignment

- 9.1 The BBC shall be entitled to assign, participate, transfer, charge, sub-charge or otherwise grant security over or deal in all or any of its rights, title and interest in this Charge to any third party in which event it shall remain binding on Bad Wolf.

10 Protection of Third Parties

- 10.1 No purchaser, mortgagee or other third party dealing with the BBC and/or any Receiver shall be concerned to enquire whether any of the powers which they have exercised or purported to exercise has arisen or become exercisable or whether the Secured Obligations remain outstanding or as to the propriety or validity of the exercise or purported exercise of any such power, and the title of a purchaser or other person and the position of such a person shall not be prejudiced by reference to any of those matters.
- 10.2 The receipt of the BBC or any Receiver shall be an absolute and conclusive discharge to any such purchaser, mortgagee or third party, and shall relieve such person of any obligation to see to the application of any sums paid to or by the direction of the BBC or any Receiver.

11 Protection of BBC and Receiver

- 11.1 Neither the BBC nor the Receiver shall be liable to Bad Wolf in respect of any loss or damage which arises out of the exercise or the attempted or purported exercise of or the failure to exercise any of their respective powers.
- 11.2 Without prejudice to the generality of Clause 11.1, entry into possession of the Programme or the Rights or any part of them shall not render the BBC or any Receiver liable to account as mortgagee in possession, and if and whenever the BBC or any Receiver enters into possession of the Programme or the Rights or any part of them they may at any time go out of such possession.

12 Power of Attorney

- 12.1 Bad Wolf hereby irrevocably and by way of security appoints the BBC and, if any Receiver has been appointed, the BBC and Receiver jointly and severally, its Attorney and Attorneys in its name and on its behalf and as its act and deed to sign, execute and do all acts, things and documents which Bad Wolf is obliged or which a Receiver is empowered to execute or do under this Charge.
- 12.2 This appointment shall operate as a general power of attorney made under Section 10 of the Powers of Attorney Act 1971 such appointment constituting a power coupled with an interest under English law. This power of attorney shall terminate without further notice on the release, discharge and re-assignment provided under Clause 19 hereof.

- 12.3 Bad Wolf hereby covenants with the BBC that, on request, it will ratify and confirm all documents, acts and things and all transactions entered into by the BBC or by Bad Wolf at the instance of the BBC in the exercise or purported exercise of the aforesaid powers.

13 Indemnity

- 13.1 Bad Wolf shall, on demand, pay to the BBC all those expenses (including legal and out-of-pocket expenses) incurred by it in connection with the negotiation, preparation or completion of this Charge and all expenses (including legal and out-of-pocket expenses) incurred by it in connection with any variation or consent or approval relating to this Charge or in connection with the preservation, enforcement or the attempted preservation or enforcement of its rights under this Charge.
- 13.2 Bad Wolf covenants with the BBC to fully indemnify the BBC and the Receiver at all times from and against all actions, proceedings, claims, demands, costs (including, without prejudice to the generality of the foregoing, legal costs of the BBC or the Receiver on a solicitor and own client basis), awards and damages howsoever arising which the BBC or the Receiver may incur (in the case of the BBC, whether before or after a demand has been made for payment or discharge of the Secured Obligations):
- 13.2.1 in consequence of anything done or purported to be done by the BBC or the Receiver under this Charge, the BBC Licence Agreement or any other document relating thereto, or of any failure by Bad Wolf to comply with its obligations to the BBC thereunder or otherwise in connection therewith; or
- 13.2.2 in consequence of any payment in respect of the Debt (whether made by Bad Wolf, or any other party) being impeached or declared void for any reason whatsoever.
- 13.3 The amounts payable under Clauses 13.1 and 13.2 shall carry interest in accordance with the terms of the BBC Licence Agreement from the date on which they were paid or incurred by the BBC or the Receiver (as the case may be), and such amounts and interest may be debited by the BBC to any account of Bad Wolf at the BBC, but shall in any event form part of the Debt and accordingly be secured on the Charged Assets.

14 Further Assurance

- 14.1 Bad Wolf shall on demand do all acts and execute all such documents as the BBC may reasonably specify for perfecting any security created or intended to be created by this Charge or which the BBC or the Receiver may specify with a view to facilitating the exercise, or the proposed exercise, of any of their powers.

15 Other Security

- 15.1 This security is in addition to, and shall not be merged in or in any way prejudice or be prejudiced by, any other security, interest, document or right which the BBC may now or at any time hereafter hold or have as regards Bad Wolf or any other person in respect of the Secured Obligations.

16 Waivers, Remedies Cumulative

- 16.1 The powers which this Charge confers on the BBC are cumulative and without prejudice to its powers under general law, and may be exercised as often as the BBC deems appropriate. The rights of the BBC and the Receiver (whether arising under this Charge or under the general

law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing and, in particular, any failure to exercise or any delay in exercising on the part of the BBC or the Receiver any of these rights shall not operate as a waiver or variation of that or any other such right; any defective or partial exercise of any such right shall not preclude any other or further exercise of that or any other such right; and no act or course of conduct or negotiation on the part of either the BBC or the Receiver or on its or their behalf shall in any way preclude either the BBC or the Receiver from exercising any such right or constitute a suspension or variation of any such right.

17 BBC's Costs and Expenses

- 17.1 All costs, charges and expenses incurred hereunder by the BBC and all other monies paid by the BBC in relation to an actions or proceedings for or in relation to the protection or enforcement of the security constituted under this Charge or for obtaining payment of the Debt (and so that any taxation of the BBC's costs, charges and expenses shall be on the basis of solicitor and own client) shall be recoverable from Bad Wolf as a debt and may be debited to any account of Bad Wolf and shall bear interest accordingly and shall be charged on the Charged Assets, and the charge hereby conferred shall be in addition to (and without prejudice to) any and every other remedy, lien or security which the BBC may have or, but for the said charge, would have for the Secured Obligations or any part thereof.

18 Power of Sale

- 18.1 The power of sale conferred on mortgagees by the Law of Property Act 1925 shall apply to the security hereby created, but without the restrictions contained in the said Act as to giving notice or otherwise, and the statutory power of sale shall, as between the BBC and a purchaser or other person dealing with the BBC or a Receiver, arise on and be exercisable at any time after the execution of this Charge, provided that the BBC shall not exercise the said power of sale until payment of the Debt has been demanded or the Receiver has been appointed, but this proviso shall not affect such a purchaser or other person or put him upon enquiry whether such demand or appointment has been made.

19 Discharge and Re-Assignment

- 19.1 Upon repayment in full to the BBC of the Debt, the BBC will, at the request of Bad Wolf, discharge this Charge and re-assign Bad Wolf's rights in and to the assets assigned pursuant to Clause 2 hereof, including, without limitation, the Assigned Agreements.

20 Notices

- 20.1 All notices, demands or other communications given, made or required to be served under this Charge shall be in writing and may be served by personal delivery, email or by first class post on the parties at their addresses as set out in this Charge or such other address as may be notified hereunder by that party from time to time for this purpose and shall be effectual notwithstanding any change of address not so notified. Unless the contrary is provided notices shall be deemed to have been served if sent by personal delivery, at the time of delivery and, if sent within the UK by first class post within 2 business days after posting and within 5 business days where sent by first class post abroad. Where notices are sent by email they will be deemed sent at the time the email is sent provided the sender is not in receipt of a notification of failure of delivery and has complied with any instructions received in an automatic "out of office" or similar bounce back.

21 Invalidity of Any Provision

- 21.1 If at any time any one or more of the provisions of this Charge becomes invalid, illegal or unenforceable in any respect under any law or for any other reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

22 Counterparts

- 22.1 This Charge may be entered into in any number of counterparts each of which when so executed and delivered shall be an original. A counterpart signature page of this agreement executed by a party and sent by facsimile or transmitted electronically in either Tagged Image Format Files (**TIFF**) or Portable Document Format (**PDF**) shall be treated as an original, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment but, for the avoidance of doubt, this Charge shall not be binding upon the parties until it has been signed by all the parties.

23 Governing Law

- 23.1 This Charge and any related dispute or claim (whether contractual or non-contractual) shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably submits for all purposes in connection with this Charge (including any disputes or claims) to the exclusive jurisdiction of the English courts.

EXECUTION PAGE

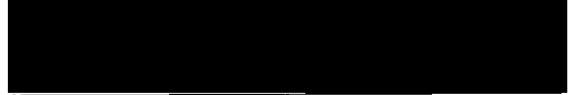
THIS AGREEMENT has been executed as a deed by Bad Wolf on the date stated on the front page

Executed and delivered as a deed by
BAD WOLF LTD
acting by a duly authorised director



Director

in the presence of



Witness

Name and address of Witness (Print):

CAT TAYLOR



Executed and delivered by
THE BRITISH BROADCASTING CORPORATION
acting by a duly authorised signatory

Authorised Signatory

EXECUTION PAGE

THIS AGREEMENT has been executed as a deed by Bad Wolf on the date stated on the front page

Executed and delivered as a deed by
BAD WOLF LTD
acting by a duly authorised director

Director

in the presence of

Witness

Name and address of Witness (Print):

Executed and delivered by
THE BRITISH BROADCASTING CORPORATION
acting by a duly authorised signatory


Authorised Signatory

Schedule 1

Events of Default

1.1 Any of the following shall constitute an **Event of Default**:-

- 1.1.1 the total cost of the production of the Programme exceeding the budgeted cost for the stage of the production at the relevant time as shown in the Budget and the Cashflow, unless the BBC is satisfied that such overcost will be recouped at a later stage of production or that other arrangements are in place satisfactory to the BBC to meet such additional costs; or
- 1.1.2 any of the following happening to a Relevant Party (such definition in the Loan Agreement which shall not include the BBC):
 - 1.1.2.1 any order being made or an effective resolution passed or a petition presented or other steps taken for the winding up, dissolution or liquidation of a Relevant Party (other than for the purpose of a reconstruction or amalgamation the terms of which have previously been approved by the BBC in writing) or the making of an administration order against a Relevant Party or a Relevant Party entering into administration; or
 - 1.1.2.2 a liquidator, administrator, (whether appointed pursuant to the Enterprise Act 2002 or otherwise), receiver, trustee, supervisor, sequestrator or similar officer being appointed in respect of all or any of the assets of a Relevant Party, or any legal procedure is commenced or other steps taken with a view to the appointment of any such aforementioned officer; or
 - 1.1.2.3 any other steps are taken to enforce any charge or other security over any of the property of a Relevant Party; or
 - 1.1.2.4 a distress, execution or other legal process being levied against any of the assets of a Relevant Party and not being discharged or paid within 7 days; or
 - 1.1.2.5 a Relevant Party suspending payment of its debts or being deemed under section 123 of the Insolvency Act 1986, or any other statutory modification or re-enactment thereof or any equivalent legislation thereto, to be unable to pay its debts, or otherwise becoming insolvent or announcing an intention to suspend payment of its debts; or
 - 1.1.2.6 a Relevant Party selling, transferring or otherwise disposing of the whole or a substantial part of its undertaking or assets, whether by a single transaction or a number of transactions, without the prior consent in writing of the BBC; or
 - 1.1.2.7 any indebtedness of a Relevant Party becoming immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity, by reason of a default on the part of any person; or

- 1.1.2.8 a Relevant Party failing to discharge any indebtedness on its due date (other than a liability which the Relevant Party shall then be contesting in good faith), or repayment of any such indebtedness being due on demand and not being paid in full forthwith on such demand being made; or
- 1.1.2.9 any steps being taken to repossess any goods in the possession of a Relevant Party under any hire purchase, conditional sale, leasing, retention of title or similar agreement; or
- 1.1.2.10 any analogous event to any of the above occurring in any other jurisdiction; or
- 1.1.3 Bad Wolf ceasing, or threatening to cease, to carry on business; or
- 1.1.4 any representation or warranty made by Bad Wolf hereunder or in any of the Relevant Agreements being incorrect in any material respect as of the date on which it is made or deemed to be made, or there being any material adverse change in the position as set out in such representation or warranty; or
- 1.1.5 any necessary consent of any governmental or other regulatory body being withheld, withdrawn or modified which in the reasonable opinion of the BBC is necessary for the production of the Programme or its delivery to the BBC or BBC Studios pursuant to the BBC Licence Agreement or BBC Studios Agreement; or
- 1.1.6 any event occurring which is likely to have a material adverse effect on the ability of Bad Wolf to comply with its obligations under any of the Relevant Agreements and Bad Wolf is unable to take such remedial action as the BBC may require by notice within 14 days of receipt of such notice; or
- 1.1.7 any agreement relating to the Rights being terminated or cancelled or becoming subject to any significant litigation or becoming subject, in the reasonable opinion of the BBC, to a material defect; or
- 1.1.8 a breach by Bad Wolf or the Borrower or by any other party thereto, as the case may be, in the performance of any of the terms of the Relevant Agreements or of any other document required as a condition precedent to the BBC Licence Agreement, provided the same shall not be cured to the satisfaction of the BBC having given 7 days' notice to cure the same, or if any of those agreements shall be terminated or become unenforceable; or
- 1.1.9 the Programme not being delivered to the BBC in accordance with the provisions of the BBC Licence Agreement or to BBC Studios in accordance with the provisions of the BBC Studios Agreement, or production of the Programme being taken over or abandoned.