

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme ClearView Wealth Limited

ACN/ARSN 106 248 248

1. Details of substantial holder (1)

Name Sony Life Insurance Co., Ltd. (Sony Life) on its own behalf and on behalf of each of the companies listed in Annexure A (Sony Group Companies)

ACN/ARSN (If applicable) N/A

The holder became a substantial holder on 25 / 10 / 2016

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary Shares	98,067,795	98,067,795	14.8%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Sony Life	Pursuant to section 608(1)(a) of the Corporations Act 2001 (Cth) as the holder of Ordinary Shares as a result of the purchase of shares on the terms of a Share Purchase Agreement and a Call Option Deed both between Sony Life and CCP Bilco Pty Limited and dated 25 October 2016, copies of which are attached to this notice as Annexure B.	98,067,795 Ordinary Shares
Sony Group Companies	Each Sony Group Company is an associate of Sony Life pursuant to section 12(2)(a) of the Corporations Act 2001 (Cth) and has a relevant interest in all the share referred to above by virtue of section 608(3) of the Act.	98,067,795 Ordinary Shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of Securities	Person entitled to be registered as holder (8)	Class and number of securities
Sony Life	Sony Life	Sony Life	98,067,795 Ordinary Shares
Sony Group Companies	Sony Life	Sony Life	98,067,795 Ordinary Shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Sony Life	<u>25 / 10 / 2016</u>	\$145,140,337 (\$1.48 per share)		98,067,795 Ordinary Shares
Sony Group Companies	<u>25 / 10 / 2016</u>	N/A		98,067,795 Ordinary Shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
See section 3 above.	See section 3 above.


7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Sony Life	1-9-2 Otemachi, Chiyoda-ku, Tokyo, 100-8179 Japan
Sony Group Companies	1-7-7 KONAN, Minato-ku, Tokyo, 108-0075 Japan

Signature

print name TOMOYO HAGIMOTO capacity Authorized Signatory

sign here TOMOYO HAGIMOTO  date 27/10/2016

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Annexure A

This is Annexure A of 16 pages referred to in form 603 (Notice of Initial substantial holder).

print name

TOMOO HAGIMOTO

capacity Authorized Signatory

sign here

Tomoo Hagimoto



date 27/10/2016

Sony Group Companies (other than Sony Life Insurance Co., Ltd.) as of 30 June 2016

Sony Corporation
Coreedge Inc.
Felica Networks, Inc.
ForwardWorks Corporation
Frontage Inc.
Green Cycle Corporation
MotionPortrait, Inc.
Polyphony Digital Inc.
SAR Funding Corporation
So-net Business Associates Corporation
So-net Corporation
So-net Entertainment Corporation
So-net Media Networks Corporation
So-net Media Trading Corporation
Sony Assurance Inc.
Sony Bank Inc.
Sony Business Solutions Corporation
Sony Consumer Sales (Japan) Inc.
Sony Corporate Services (Japan) Corporation
Sony Customer Service (Japan) Inc.
Sony Digital Network Applications Inc.
Sony Energy Devices Corporation
Sony Engineering Corporation
Sony Enterprise Co., Ltd.
Sony Financial Holdings Inc.
Sony Global Manufacturing & Operations Corporation
Sony Global Solutions Inc.
Sony Interactive Entertainment Inc.
Sony LSI Design Incorporated
Sony Marketing (Japan) Inc.
Sony Mobile Communications Inc.
Sony Mobile Communications Japan, Inc.
Sony Olympus Medical Solutions Inc.
Sony Optiarc Inc.
Sony PCL Inc.
Sony Protechno Support Corporation
Sony Regional Sales (Japan) Inc.
Sony Semiconductor Manufacturing Corporation
Sony Semiconductor Solutions Corporation
Sony Storage Media and Devices Corporation
Sony Techno Create Corporation
Sony Video & Sound Products Inc.
Sony Visual Products Inc.
Start Lab Inc.
Telecom Force Corporation
Visionarts, Inc.
Zeta Bridge Corporation
Aerosense Inc.
CS Building Service Corporation
Fudousan Chukai Tomeika Forum
Lifecare Design Inc.
Mobile Select, Inc.
NANOTOP CO., LTD.
P5, Inc.
REASON Corporation
Sony Business Operations Inc.
Sony Computer Science Laboratory
Sony Digital Entertainment Services Inc.
Sony Global Education, Inc.
Sony Haneda Corporation
Sony Intellectual Property Solutions Corporation
Sony Kibou/Hikari Corporation
Sony Lifecare Inc.

Bancho Inc.
JARED INC.
Kiramedia Inc.
Label Gate Co.,Ltd
M-ON! Entertainment Inc.
Music Ray'n Inc.
Sony Creative Products Inc.
Sony DADC Japan Inc.
Sony Music Artists Inc.
Sony Music Axis Inc.
Sony Music Communications Inc.
Sony Music Direct (Japan) Inc.
Sony Music Entertainment (Japan) Inc.
Sony Music Labels Inc.
Sony Music Marketing Inc.
Sony music Publishing (Japan) Inc.
ultraCeep Inc.
YUISONGS, Inc.
Zepp Hall Network Inc.
Zepp Live Inc.
Animax Broadcast Japan Inc.
AXN Entertainment Co., Ltd.
AXN Japan Inc.
Mystery Channel Inc.
Sony Pictures Entertainment (Japan) Inc.
AIWA Europe Ltd.
AIWA Gulf FZE
Altair Semiconductor Ltd.
Altair Semiconductor Technology Consulting (Shanghai) Co., Ltd.
Barquisimeto Ventas Directas S.A.
Beijing SE Potevio Mobile Communications Co., Ltd.
Beijing Suohong Electronics Co. Ltd.,
BEIJING SUOMING SCIENCE PARK CO.,LTD.
C3D Corp.
Caracas Ventas Directas C.A.
Corporate Freight Management Inc.
DBD Logistics Services Limited
Digital Audio Video Center, S.A.
ENS Entertainment Network Scandinavia Aktiebolag
Evolution Studios Ltd.
Frontage Asia PTE.LTD.
Gaikai Inc.
Guerrilla B.V.
Hawk-Eye (Holdings) Limited
Hawk-Eye Innovations Limited
Hawk-Eye Innovations North America LLC
ISDC Ltd.
LLC Sony Mobile Communications Rus
Maracaibo Ventas Directas S.A.
Materials Liquidation Corporation
Materials Research GmbH
Media Molecule Limited
Memnon Archiving Services Inc
Memnon Archiving Services SA
Memnon Research & Development S.A./NV
MI Liquidation Corp.
Micronics, Inc.
MotionPartrait, USA Inc.
Naughty Dog LLC
On Line Retail, S.A.
OOO Sony DADC
Orcland Inc.
P.T. Sony Indonesia
Passelegal Ltd.
Pixim Inc.
Pixim International Inc.
PlayStation Mobile Inc.
PlayStation Productions LLC
PlayStation Services LLC
PMG Assurance Ltd.
Psygnosis Inc.

Psygnosis Limited
Pulse Innovations Limited
S Media Market Corporation
San Diego Receivable Funding LLC
SCA IPLA Holdings Inc.
SCA Music Holdings
SDI Development Inc.
SEG Travel LLC
SEL Retail Operations, Inc.
SFS Holding Corp.
Shanghai Suoguang Electronics Co., Ltd.
Shanghai Suoguang Visual Products Co., Ltd.
SN Systems Limited
So-net Entertainment Taiwan Limited
Sony (China) Limited
Sony (Malaysia) Sdn. Bhd.
Sony (U.K.) Pension Trust Ltd.
Sony Americas Holding, Inc.
Sony Argentina S.A.
Sony Australia Limited
Sony Biotechnology Inc.
Sony Brasil Ltda.
Sony Capital (Thailand) Co., Ltd.
Sony Capital Corporation
Sony Chile Ltda.
Sony Cinema Products Corporation
Sony Colombia S.A.
Sony Comercio de Mexico S.A. de C.V.
Sony Computer Entertainment Australia Pty Limited
Sony Computer Entertainment Benelux B.V.
Sony Computer Entertainment Deutschland GmbH
Sony Computer Entertainment Espana S.A.
Sony Computer Entertainment Europe Limited
Sony Computer Entertainment France SA
Sony Computer Entertainment Italia SPA
Sony Computer Entertainment Mexico, S de R.L. de C.V.
Sony Computer Entertainment New Zealand Limited
Sony Computer Entertainment Polska Sp. Z. o. o
Sony Computer Entertainment Portugal, Unipessoal Lda.
Sony Computer Entertainment UK Limited
Sony Corporate Services Europe Limited
Sony Corporate Services Group Inc.
Sony Corporate Services Inc.
Sony Corporation of America
Sony Corporation of Hong Kong Ltd.
Sony Creative Software Inc.
Sony DADC Australia Pty Limited
Sony DADC Austria A.G.
Sony DADC BioSciences GmbH
Sony DADC Brasil Industria Comercio e Distribuicao Video-Fonografica Ltda.
Sony DADC Chile Limitada
Sony DADC China Co., Ltd.
Sony DADC Czech Republic, s.r.o.
Sony DADC France S.A.S
Sony DADC Germany GmbH
Sony DADC Hong Kong Limited
Sony DADC Italia S.R.L
Sony DADC Manufacturing India Private Limited
Sony DADC Mexico S.A. de C.V.
Sony DADC New Media Solutions Australia Pty Ltd
Sony DADC New Media Solutions Inc.
Sony DADC New Media Solutions UK Limited
Sony DADC UK Limited.
Sony DADC US Inc.
Sony de Mexico S.A. de C.V.
Sony de Venezuela S.A.
Sony Device Technology(Thailand) Co., Ltd.
Sony Digital Products(Wuxi) Co.,Ltd.
Sony Digital Radio Inc.
Sony Digital Reading Platform S.A.R.L.
Sony Digital Reading Services S.A.R.L.

Sony Electronics (Shenzhen) Ltd.
Sony Electronics (Singapore) Pte. Ltd. [EAS]
Sony Electronics (Singapore) Pte. Ltd. [GIS-HQ]
Sony Electronics (Singapore) Pte. Ltd. [SIMPLE]
Sony Electronics (Wuxi) Co., Ltd.
Sony Electronics Asia Pacific Pte. Ltd.
Sony Electronics Huanan Co., Ltd.
Sony Electronics Inc.
Sony Electronics JSC
Sony Electronics of Korea Corp.
Sony Electronics Vietnam Company Limited
Sony EMCS (Malaysia) Sdn. Bhd.
Sony Entertainment Holdings Europe, Ltd.
Sony Entertainment Inc.
Sony Entertainment Systems, Inc.
Sony Ericsson Mobile Communications Nigeria Limited
Sony Eurasia Pazarlama A.S.
Sony Europe Limited
Sony Financial Services LLC
Sony Global Information System (China) Co., Ltd.
Sony Global Treasury Services (Thailand) Co., Ltd.
Sony Global Treasury Services Plc
SONY INDIA PRIVATE LIMITED
Sony India Software Centre PVT Ltd
Sony Interactive Entertainment America LLC
Sony Interactive Entertainment America Trading Latin America LLC
Sony Interactive Entertainment America Trading LLC
Sony Interactive Entertainment Argentina, S. de R.L.
Sony Interactive Entertainment Canada Inc.
Sony Interactive Entertainment do Brasil Comercio e Servicos de Marketing Ltda.
Sony Interactive Entertainment Hong Kong Limited
Sony Interactive Entertainment Korea Inc.
Sony Interactive Entertainment LLC
Sony Interactive Entertainment Network America LLC
Sony Interactive Entertainment Taiwan Limited
Sony Inter-American Regional Service, S.A.
Sony Inter-American, S.A.
Sony International (Hong Kong) Ltd.
Sony International (Singapore) Ltd.
Sony Korea Corporation
Sony Latin America, Inc.
Sony Media Cloud Services LLC
Sony MIDDLE EAST & AFRICA FZE
Sony Mobile Communications (China) Co., Ltd.
Sony Mobile Communications (USA) Inc.
Sony Mobile Communications AB
Sony Mobile Communications do Brazil Ltd.
Sony Mobile Communications Hellas S.A.
Sony Mobile Communications Iberia, S.L.
Sony Mobile Communications Indonesia Ltd.
Sony Mobile Communications International AB
Sony Mobile Communications Management Ltd
Sony Mobile Communications Mexico S.A. de C.V.
Sony Mobile Communications S.p.A., Italy
Sony Network Entertainment Europe Limited
Sony New Zealand Ltd.
Sony Nuevo Laredo, S.A. de C.V.
Sony of Canada Ltd.
Sony Optiarc America Inc.
Sony Optiarc Europe GmbH
Sony Optical Archive Inc.
Sony Overseas Holding B.V.
Sony Overseas S.A.
Sony Peru Holding S.R.L.
Sony Peru S.R.L.
Sony Philippines, Inc.
Sony Plasticos da Amazonia Ltda.
Sony Plaza Inc.
Sony Precision Devices (Huizhou) Co., Ltd.
Sony Precision Engineering Malaysia SDN.BHD.
Sony Professional Solutions MEA FZ LLC

Sony Puerto Rico, Inc.
Sony Servicios Móviles, S.A. de C.V
Sony Software SAS
Sony South Africa (Proprietary) Limited
Sony Supply Chain Solutions (Americas) Inc.
Sony Supply Chain Solutions (China) Ltd.
Sony Supply Chain Solutions (Europe) B.V.
Sony Supply Chain Solutions (Malaysia) Sdn Bhd
Sony Tacna S.R.L.
Sony Taiwan Limited
Sony Technology (Thailand) Co., Ltd.[Bangkadi]
Sony Technology (Thailand) Co., Ltd.[Chonburi]
Sony Thai Co. Ltd.
Sony U.S.Funding Corporation
Sony Ukraine LLC
Sostar Corporation
SRE Yerba Buena Inc.
Sucker Punch Productions LLC
Tiasipi LLC
Valencia Retail, S.A.
Softkinetic Systems S.A.
Sony Global Treasury Services USA, Inc.
Sony Interactive Entertainment (Guangdong) Ltd.
Sony Manufacturing Systems America, Inc
Sony Market Development MEA FZCO
Sony Pakistan (Private) limited
Takeoff Point LLC
Sony Computer Entertainment (Shanghai) Limited
105 Music GmbH
550 Digital Media Ventures
Adtools Communications, Inc.
All Ears Music AB
Aniplex of America Inc.
Antinos Management America Inc.
Arachnee Productions SAS
Ariama LLC
Ariola Eurodisc LLC
Ariola Music Ltd
Arista Music
Arista Records LLC
Astronauts Wanted, LLC
Auraviihde oy
Automatic Productions, LLC
AVREP SA
Aware Records II, LLC
BalconyTV, Inc.
Beekeeper, LLC
Beijing Starbright Technical Services Company Ltd
Big Time Rush Touring, LLC
Blue Sky Music Ltd.
BMG Ariola Colombia SA
BMG Australia Pty Limited
BMG Taiwan Inc.
BMG Uruguay S.A.
Bucardo Kunst- und Kulturproduktionen GmbH
Century Media GmbH
Century Media Records Limited
Charriet Music Limited
Cheeky Records Ltd
Columbia Recording Corporation
Common Chord, LLC
Conifer Records Ltd
Contemporary Communications of Delaware, LLC
Coombe Music International Ltd
Cosmo Music Company Limited
Creation Records Ltd
Day 1 Entertainment Brasil Ltda
Day 1 Entertainment Srl
Deco Enterprises LLC
Deconstruction Ltd
Dedicated Ltd

Deylan Ltd.
Digital Rights Agency, Inc.
eMusicLive, Inc.
Entertainment Services, LLC
Epic Records Inc.
Essential Music & Marketing Limited
Essential Music Publishing, LLC
Essential Tour Vending LLC
Face UP LLC
FANIMATE B.V.
Feelgood Scene Film og TV AS
Fieldzz Discos LTDA
Filmco Development LLC
Filmco Enterprises LLC
Filmco Holdings LLC
First Gear Productions, LLC
Four Music Production GmbH
Four Tunes Music Publishing Limited
Global Television Limited
Hansa Music Entertainment GmbH
Hansa Production Ltd
Independent Online Distribution Alliance, Inc.
Independent Recording Industry Services, Inc.
Indimi
Indolent Records Ltd
IODA Brasil Distribuição de Conteúdo Digital LTDA
JFBS Inc.
Kriven Inc.
LaFace Records LLC
Les Vergers SAS
LLC Sony Music Entertainment(Russia)
Logic Records (UK) Ltd
Mermaid Records ApS
Micrometro Ltd.
Multitone Records Ltd
Music for Nations Ltd
NALLO GP LLC
Nashville Property LLC
New Talents AG
Nile Acquisition LLC
Odyssey Music Publishing LLC
OOO Sony Music Entertainment
Orchard Enterprises Entertainment GmbH
Orchard Enterprises NY, Inc.
Orchard Management, Inc.
Orchard Media, Inc
OTRT, Inc.
Parade Artists Pty Limited
Phonogenic Limited
Provident Distribution LLC
Provident Films LLC
Provident Label Group LLC
PT BMG Indonesia
PT. Sony Music Entertainment Indonesia
Red Distribution, LLC
Reggaeton LLC
Ronagold Ltd
RoyaltyShare Limited
RoyaltyShare, Inc.
Run Tones, LLC
S M Entertainment West Africa Limited
Sa Majesté Productions SAS
Sammy Music Company LLC
SBME Holdings (Australia) Pty Ltd
SBME Holdings BV
SBME International BV
SBME Thailand Holdings Inc.
SBME TM, LLC
SCA Music Holdings (Australia) Pty Ltd.
SCA Music Holdings (India) Inc.
SCA Music Holdings (UK) Limited

Silvertone Records Ltd
Simco Ltd
Siro Live Limited
SME Chile BV
SMR Osteuropäische Medienbeteiligungs Gesellschaft mbH
Sonic Live Oy
Sony Deutschland GmbH
Sony Music (CR) Sro
Sony Music Bonton Sro
Sony Music Canada Ltd.
Sony Music Entertainment
Sony Music Entertainment (Shanghai) Limited
Sony Music Entertainment Africa Pty Limited
Sony Music Entertainment Argentina S.A.
Sony Music Entertainment Ariola Distribution B.V.
Sony Music Entertainment Ariola Eurodisc Benelux B.V.
Sony Music Entertainment Ariola Records Ltd.
Sony Music Entertainment Arista Records Ltd.
Sony Music Entertainment Asia Inc.
Sony Music Entertainment Australia Pty Ltd.
Sony Music Entertainment Austria GmbH
Sony Music Entertainment B.V.
Sony Music Entertainment Belgium NV/SA
Sony Music Entertainment Bolivia S.A.
Sony Music Entertainment Brasil Ltda.
Sony Music Entertainment Canada Inc.
Sony Music Entertainment Central America SA
Sony Music Entertainment Chile S.A.
Sony Music Entertainment China Holdings Limited
Sony Music Entertainment China Inc.
Sony Music Entertainment Colombia S.A.
Sony Music Entertainment Czech Republic s.r.o.
Sony Music Entertainment Denmark A/S
Sony Music Entertainment Digital LLC
Sony Music Entertainment Downloads LLC
Sony Music Entertainment East Africa Limited
Sony Music Entertainment Ecuador S.A.
Sony Music Entertainment Espana SL
Sony Music Entertainment Eurodisc Limited
Sony Music Entertainment Finland OY
Sony Music Entertainment France SAS
Sony Music Entertainment Germany GmbH
Sony Music Entertainment Greece AE/SA
Sony Music Entertainment Hong Kong Limited
Sony Music Entertainment Hungary Ltd
Sony Music Entertainment India Private Limited
Sony Music Entertainment International Limited
Sony Music Entertainment International Services GmbH
Sony Music Entertainment Ireland Limited
Sony Music Entertainment Italy Spa
Sony Music Entertainment Korea Inc.
Sony Music Entertainment Malaysia Sdn Bhd
Sony Music Entertainment Mexico S.A. de C.V.
Sony Music Entertainment Middle East FZ-LLC
Sony Music Entertainment Netherlands B.V.
Sony Music Entertainment New Zealand Ltd.
Sony Music Entertainment New Zealand Ventures Ltd.
Sony Music Entertainment Nicaragua SA
Sony Music Entertainment Norway AS
Sony Music Entertainment Operating Thailand Co. Ltd.
Sony Music Entertainment Peru S.A.
Sony Music Entertainment Philippines, Inc.
Sony Music Entertainment Poland Sp zoo.
Sony Music Entertainment Portugal, Sociedade Unipessoal, LDA.
Sony Music Entertainment Produções e Promoções Ltda
Sony Music Entertainment Puerto Rico, Inc.
Sony Music Entertainment Singapore (Pte) Ltd.
Sony Music Entertainment Sweden AB
Sony Music Entertainment Switzerland GmbH
Sony Music Entertainment Taiwan Ltd
Sony Music Entertainment Turkey AS

Sony Music Entertainment UK Holdings Limited
Sony Music Entertainment UK Limited
Sony Music Entertainment Uruguay S.A.
Sony Music Entertainment US Latin LLC
Sony Music Entertainment Venezuela CA
Sony Music Holdings Inc.
Sony Music Interactive & Video Ltd
Star Band (Shanghai) Business Consulting Company Ltd
SW Video Canada Inc.
The Century Family, Inc.
The Orchard Enterprises, Inc.
The Orchard Enterprises, Limited
The Orchard, EU Limited
The Rush Productions, LLC
Top Entertainment Services, S. de R.L. de C.V.
Transmission Productions, LLC
Treinta y Tres Spot SL
UFA Video and Media (UK) Ltd
Uploader Limited
USCO Sub LLC
Vogelcourt Ltd
Volcano Entertainment II LLC
Volcano Entertainment III LLC
Westwood Entertainment SA de CV
ZMJO LLC
Zomba Corporation AG
Zomba Gospel LLC
Zomba International BV
Zomba Parent Holdings B.V. (formerly BPS4Media BV)
Zomba Record Holdings B.V.
Zomba Recording LLC
Zomba Recording Services Ltd
Zomba Recording Ventures LLC
Zomba Records Canada Inc.
Zomba Records Ltd
SOZO .PTE .LTD
WAKANM SARL
Zepp Singapore Pte. Ltd.
Zepp Taiwan Inc.
B1 Recordings GmbH
Crystal Entertainment Limited
Family Tree Music AB
Maidmetal Entertainment Ltd.
Maidmetal Ltd.
Over the Top Productions Limited
Syco Entertainment Inc.
Syco Entertainment Limited
Syco Touring Limited
090502 Ltd.
10 Media Publicidade e Propaganda Ltda.
1D3D Inc.
2waytraffic UK Ltd.
Absynthe Entertainment, Inc.
Acacia Productions, Inc.
Acme Productions II, Inc.
Acme Productions, Inc.
Adelaide Productions, Inc.
Advanced Digital Systems Group, Inc.
Affirm Films, Inc.
AKM Investments, LLC
AKM Productions, LLC
Albany Productions, Inc.
Albemarle Productions, Inc.
Aldarm Company, Ltd.
All Roads Music, Inc.
AltaDena Productions, LLC
Animation Investment, Inc.
Animax Broadcasting Korea Co., Ltd.
Annie Too Productions, Inc.
Anonymous Pictures Limited
Appleton Productions, Inc.

Aqaba, Inc.
Aqua Moon Games Limited
Arcaders Productions Ltd.
Ashland productions
Auckland Productions, Inc.
Avoca Productions, Inc.
AXN - Taiwan One, LLC
AXN - Taiwan Two, LLC
AXN Brazil, LLC
AXN Central Europe Investments LLC
AXN Central Europe LLC
AXN Chile Television Advertising Sales SpA
AXN Columbia Network S.A.S
AXN Europe Limited
AXN Holdings, LLC
AXN Investment, Inc.
AXN Israel Holdings LLC
AXN Israel Ltd.
AXN Israel Services LLC
AXN Italia S.r.l.
AXN Italy Inc.
AXN Latin America Inc.
AXN Magyarország Services Limited Liability Company
AXN Network, Inc.
AXN Networks India Private Limited
AXN Networks Malaysia Sdn Bhd
AXN Networks Philippines, Inc.
AXN Northern Europe Limited
AXN Poland SP Z.o.o.
AXN Producciones, S.A.
AXN Southern Europe Limited
AXN Spain LLC
AXN Swiss Holdings, LLC
B.C. Holding Company, Inc.
Baby Wranglers, Inc.
Back Breaker Films, Inc.
Bangla Entertainment Private Limited
Barris Music, Inc.
Basada Inc.
Behave Productions, Inc.
Bellsarius Productions, Inc.
Beteiligungsgesellschaft Sony Entertainment mbH
BitRhymes Inc.
BitRhymes India Private Ltd.
Blaze Films, Inc
Blue Sky Servicos de Publicidade Ltda.
Blythe Productions, Inc.
Bow Truss, Inc.
Braddock Productions Services, Inc.
Branti Film Productions Ltd.
Bravo Platoon Film Investments, Inc.
Bravo Platoon Film Productions, LLC.
Breakup Productions, Inc.
Bueno Pastor Productions, Inc.
Cable Direct Media Holdings Limited
Cable Direct Media Zagreb d.o.o.
Cable Direct SRL
Califon Productions, Inc.
CAT Holdings, Inc.
Catch and Release Productions Ltd.
CC Telecommunications, Inc.
CILL Holdings
Clarrington Properties, Inc.
Cliffwood Productions, Ltd.
Cloud Television One Limited
Colgems Productions Limited
Colony Way Productions, Inc.
Colorworks, Inc.
Colpay Germany, Inc.
Col-Star, Inc.
Coltel Syndication, Inc.

Coltemp, Inc.
Colton Productions, Inc.
Columbia After Earth Investments, Inc.
Columbia Exchange Systems Ltd.
Columbia Film Trading Corporation
Columbia Live Stage, Inc.
Columbia Pictures / U.K. Da Vinci Code Productions, LLC
Columbia Pictures Corporation Limited
Columbia Pictures Holdings Arabia Limited
Columbia Pictures Hybrid Productions, Inc.
Columbia Pictures Industries, Inc.
Columbia Pictures Live Stage, Inc.
Columbia Pictures Productions Australia Pty Limited
Columbia Pictures Productions Russia, Inc.
Columbia Pictures Television Canada Ltd.
Columbia Pictures/ U.K. Closer Productions, LLC
Columbia Pictures/U.K. Circus Productions, Inc.
Columbia Pictures/U.K. End of the Affair Productions, Inc.
Columbia Pictures/U.K. Layer Cake Productions, LLC
Columbia Pictures/U.K. Snatch'd Productions, Inc.
Columbia Television Game Shows, Inc.
Columbia TriStar Cinema Club Limited
Columbia TriStar International Releasing Corporation
Columbia TriStar Marketing Group, Inc.
Columbia TriStar Television, Inc.
Columbia/U.K. Productions, Inc.
Cordova Training Company
CP UK Limited
CPC Films, Inc.
CPE Holdings, Inc.
CPE India Holdings LLC
CPE Stage Investments, Inc.
CPE US Networks II Inc.
CPE US Networks III, Inc.
CPE US Networks Inc.
CPII Distribution, Inc.
CPT Holdings, Inc.
Crackle Content, Inc.
Crackle Latin America, Inc.
Crackle Studios, Inc.
Crackle, Inc.
Credence Films Pty Ltd.
Crescent Productions, Inc.
CSC Media Group Limited
CT Australian Productions Pty Ltd.
CT Australian Distribution Pty Ltd.
CTP Marketing, Inc.
Culver Digital Distribution Inc.
Culver Entertainment, Inc.
Culver Productions, Inc.
Culver Receivable Funding I LLC
GWT Holdings, Inc.
D.S. Entertainment Inc.
DARB, Inc.
Dark Country NM Productions, Inc.
Dark Country Productions, Inc.
Destination Films Distribution Company, Inc.
Deutsche Columbia Pictures Filmproduktion GmbH
Devil's Work Productions, Inc.
Digital Entertainment Franchises, Inc.
Distribuidora de Peliculas Colombia Ltd.
Dorrington Productions, Inc.
DSP Holding Company
Duquesne Service Company, Inc.
Eagle And The Lion Music, Inc.
Earlham Productions, Inc.
Earthbound Human Productions, Inc.
Eat Pray Love Productions, Inc.
Electric Ray Limited
Elmo in Grouchland Productions, Ltd.
ELP Communications

Embassy Communications, Inc.
Embassy Row, LLC
Embassy Telecommunications, Inc.
Embassy Television, Inc.
Entertainment Business Sector, Inc.
Entertainment Networks (UK) Limited
Entertainment Networks (UK) LLC
Entertainment Sales Agency LLC
Entrada Productions, Inc.
ESC Development, Inc.
Evil Woman Film (BVI), Ltd.
Evil Woman Films LLC
Faantastic Entertainment, Inc.
Famous Players, Inc.
Farewell Productions, Ltd.
Fat Tuesday Productions, LLC
FDN Productions, Inc.
Film Funding One LLC
Film Gems Export Corporation
Films Avenida Music, Inc.
Films Bulevar Music, Inc.
Floresta Realizacoes Audiovisuais Ltda.
Florida Film Library Sale, Inc
FrameFlow, LLC
Frontera Productions B.C., Ltd.
Frontier Productions Pty. Limited
Fun Technologies Ltd.
Fun Technologies ULC
Future Street Productions, LLC
Galaxy Three Productions, Inc.
Game Show Enterprises, LLC
Game Show Network Music, LLC
Game Show Network, LLC
Garden Films Investments, LLC
Garden Films Productions, LLC
Garden Films, Inc.
GEM Media Networks Asia Pte. Ltd.
Georgina Productions, LLC
Ghost Corps, Inc.
Glitter productions ltd.
Global Entertainment Productions GmbH & Co. Film KG
Global Entertainment Productions GmbH & Co. KG
Global Entertainment Productions GmbH & Co. Medien KG
Global Entertainment Productions GmbH & Co. Movie KG
Global Entertainment Productions Verwaltungs GmbH
Goldcof Productions, Inc.
Golden Square Pictures Limited
Goosebumps Productions, Inc
Goosebumps Productions, LLC
Gotta Dance, Inc.
Gotta Step Productions, Inc.
Governess (Russia) Productions, Inc.
Gower Productions, Inc.
GPEC Inc.
Grand Slam Productions Inc.
Granville Productions, Inc.
Gravitational Investments, Inc.
Gravitational Productions, LLC
Gregory Way Productions, Ltd.
Greyhill's Anatomy, Inc.
GSN Enterprise Holdings, LLC.
GSN Games Network, LLC (CPM Star)
GSN Games, Inc.
GSN Music, LLC
GSN Texas, L.P.
Halberd Productions, Inc.
Hard Breaker Productions, Inc.
Hi'ilawe Productions, Inc.
Holliston Productions Limited
Hudson Street Productions, LLC
I.B.C.C. Films, Inc,

Idaho Productions Ltd.
IMM Internet Media Mexico, S De R.L. De C.V.
IMS Argentina SRL
IMS Chile SpA
IMS Internet Media Services Panama, S. De R.L.
IMS Internet Media Services, Inc.
IMS Media, LLC
In Season Productions, Inc.
Internet Media Services Colombia S.A.S.
Internet Media Services Peru S.R.L
Invader Productions, Inc.
Jack and Jill Productions, Inc.
January Enterprises, Inc.
Jawbreaker Productions, Inc.
JG Entertainment, Inc.
Jeopardy Productions, Inc.
Jump 21 Investments, Inc.
Jump 21 Productions, LLC
Juniper Productions, Inc.
Kensington productions, Inc.
K-Kid Productions, Inc.
L.O.Z Productions, Inc.
Lakefront Productions, Inc.
LaSalle Productions, Inc
LB P Outlander Ltd.
Left Bank Pictures (DCI Banks) Limited
Left Bank Pictures (Film) Limited
Left Bank Pictures (Ganglands) Limited
Left Bank Pictures (Ice Cream Girls) Limited
Left Bank Pictures (Mad Dogs) Limited
Left Bank Pictures (MSO) Limited
Left Bank Pictures (SB2) Limited
Left Bank Pictures (Strike Back) Limited
Left Bank Pictures (Television) Limited
Left Bank Pictures (Wallander) Limited
Left Bank Pictures (Zen) Limited
Left Bank Pictures Film (The Dividend Heart) Limited
Left Bank Pictures Limited
Left Bank Pictures Television (Joyce Hatto) Limited
Left Bank Pictures Television (Mad Dogs 3) Limited
Left Bank Pictures Television (Strike Back 3) Limited
Left Bank Pictures Television (Strike Back 4) Limited
Left Bank Pictures Television (Tommy Cooper) Limited
LEP Communications
LEP Holdings, Inc.
Limbus Productions, Inc.
Lindero Productions, Inc.
Living Proof Investments, LLC
Living Proof Productions, LLC
Lost Lambs Productions UK Limited
Lost Lambs Productions, Inc.
Lot, Inc.
LTMA, Inc.
LTMB, Inc.
Madison Gate Avenue Publishing, Inc.
Madison Gate Boulevard Publishing, Inc.
Madison Gate Music Pro, Inc.
Madison Gate Records, Inc.
Madison Gate Street Publishing, Inc.
Madison Productions, Inc.
Mainline Sports Pte Ltd
Man House Productions, LLC
Mandalay Development, LLC
Mandalay Entertainment
Mandalay Finance, LLC
Mandeville Productions B.C., Ltd.
Mardi Gras Louisiana, LLC
Media Mix (UK) Limited
Merchant Corporation
Mesmo, Inc.
Mesquite Productions, Inc.

Mezcal Producciones, S.A. de C.V.
MGPM Avenue, Inc.
MGPM Boulevard, Inc.
Miles Deep Productions, Inc.
Misbehave Productions, Inc.
Monster House, Inc.
Montana Productions, LLC.
Montrose Productions, Inc.
Monument Productions (Winnipeg) Limited
Monumental Holdings, LLC
MSM Asia Limited
MSM Discovery Private Limited
MSM Media Distribution Pvt. Ltd.
MSM North America
MSM Satellite (Singapore) Pte. Ltd.
Mustard Productions, Inc.
NDC Holdings, Inc.
Net 2.0 Productions, Inc.
Networks Turkey, LLC
New Mexico Digital Production, LLC
New Tandem Music, Inc.
NK Films, Inc.
No Net Productions Ltd.
Nogales Productions Ltd.
Nova Prime, Inc.
O.S.J. Investment Holdings, LLC.
Obelisk Productions Limited
Ocotillo Productions, Inc.
October Holdings, Inc.
OOO Lean-M
OOO Monumental Pictures
OOO SPTI Networks Holdings Vostok
OOO SPTI Networks Vostok
ORNS Investment Holdings, LLC
Osage Productions
Other Films Avenue Music, Inc.
OZ Pictures, LLC
Panther Film Productions US Inc.
Panther Film Productions, Inc.
Party in a Parlor, Inc.
Passenger Productions, Inc.
PEP Communications
Performance Business Media, Inc.
Personal Corp, IMM Mexico, S De R.L. De C.V.
Pico Productions (BC) Limited
Playmaker 2 SPV Pty Ltd
Playmaker 3 SPV Pty Ltd
Playmaker 4 SPV Pty Ltd
Playmaker HH3 SPV Pty Ltd
Playmaker HH4 SPV Pty Ltd
Playmaker Hiding SPV Pty Ltd
Playmaker LC2 SP4 Pty Ltd
Playmaker Media Pty Ltd
Playmaker SPV Pty Ltd.
Point Productions Limited
Pontifex Pictures, Inc.
PR Productions Pty Limited
Pressure Productions, LLC
Primemark Group Limited
Producciones El Mariachi, S.A. de C.V.
Quadra Bayou Investments, Inc.
Quadra Bayou Productions, LLC.
Quadra Productions, Inc.
Radius Films, Inc.
Radobel S.A.
Random Hearts Productions, Inc.
Rastar Features, Inc
Rastar Films, Inc.
Rastar Television, Inc.
Real Heaven, Inc.
Really Big Shoes and Productions, LLC

Remote Broadcasting, Inc.
Restless Productions, Inc.
Riot of Colour, Inc.
Riverside Actors Holdings, Inc.
Rockingham Productions, Inc.
Rose Line Productions Limited
Royal Films International, Inc.
RT Productions, Inc.
RV Camping Guaranty Co., LLC
RV Camping Pictures, LLC
RV Camping Productions, LLC
RV Camping Productions, Ltd.
S&C Theatres Holdings, Inc.
S.W.A.G. Holding Company
Salamander Film Productions, Inc.
Sample Size Too, LLC
Sample Size, Inc.
San Vicente Productions, Inc.
SBF, LLC
Scenic Productions, Inc.
SCFV Development, Inc.
SCFV Pictures, Inc.
Scissors, Inc.
Screen Gems (Canada) Limited
Screen Gems Broadcasting Corporation
Screen Gems Distribution, Inc.
Screen Gems Investments, Inc.
Screen Gems Louisiana, LLC
Screen Gems Productions, Inc.
Screen Gems, Inc.
Screenblast, Inc.
SET Argentina Generadora, LLC
SET Argentina Networks, LLC
SET Brazil, LLC.
SET Channel Iberia, S.L.
SET Distribution, LLC
SET Networks Africa (UK) Limited
Seven Heads Investments, Inc.
Seven Heads Productions, LLC
Seven Pounds Productions, Inc.
Shouldn't Throw Stones, Inc.
Silver River Productions Limited
Singularity Productions, Ltd.
SJ Sub, Inc.
SkillJam EU Ltd.
SkillJam Technologies Corporation
SLIP Inc.
SM Film Productions, Inc.
Sniscak Productions, Inc.
SoapCity Holdings, Inc
SoapCity, LLC
Solitaire Games, Inc.
Somma Productions, Inc.
Sony Film Holding Inc.
Sony Global Business Services Inc.
Sony Medienbeteiligungsgesellschaft mbH
Sony Pictures (NZ) Limited
Sony Pictures Animation Inc.
Sony Pictures Cable Ventures I Inc.
Sony Pictures Classics Inc.
Sony Pictures Consumer Products Inc.
Sony Pictures Digital Production Inc.
Sony Pictures Digital Productions Canada Inc.
Sony Pictures Entertainment Benelux B.V.
Sony Pictures Entertainment Inc.
Sony Pictures Entertainment/China Inc.
Sony Pictures Film und Fernseh Produktions GmbH
Sony Pictures Filmverleih GmbH
Sony Pictures Global Business Services Sp. Z.o.o.
Sony Pictures High Definition Center Inc.
Sony Pictures Home Entertainment (France)

Sony Pictures Home Entertainment (Ireland) Limited
Sony Pictures Home Entertainment Canada Ltd.
Sony Pictures Home Entertainment de Mexico, S.A. de C.V.
Sony Pictures Home Entertainment do Brasil Ltda.
Sony Pictures Home Entertainment GmbH
Sony Pictures Home Entertainment Limited
Sony Pictures Home Entertainment Online, Inc.
Sony Pictures Home Entertainment Pty Ltd
Sony Pictures Home Entertainment S.r.l.
Sony Pictures Home Entertainment y Cia, S.R.C.
Sony Pictures Home Entertainment, Inc.
Sony Pictures Imageworks Canada Inc.
Sony Pictures Imageworks Inc.
Sony Pictures Imageworks India Private Limited
Sony Pictures Interactive Inc.
Sony Pictures International Productions Inc.
Sony Pictures Networks India Private Limited
Sony Pictures Post Production Services Inc.
Sony Pictures Properties Inc.
Sony Pictures Releasing (France) SNC
Sony Pictures Releasing (Japan) Ltd.
Sony Pictures Releasing Argentina S.R.L.
Sony Pictures Releasing Corporation
Sony Pictures Releasing de Espana, S.A.
Sony Pictures Releasing de Mexico, S.A. de C.V.
Sony Pictures Releasing GmbH
Sony Pictures Releasing International Corporation
Sony Pictures Releasing Italia s.r.l.
Sony Pictures Releasing of Argentina Inc.
Sony Pictures Releasing of Brasil Inc.
Sony Pictures Releasing of China Ltd.
Sony Pictures Releasing of Colombia Inc.
Sony Pictures Releasing of Hong Kong Ltd.
Sony Pictures Releasing of India Ltd.
Sony Pictures Releasing of Singapore Ltd.
Sony Pictures Releasing of Thailand Ltd.
Sony Pictures Releasing Pty. Limited
Sony Pictures Studios Inc.
Sony Pictures Technologies, Inc.
Sony Pictures Television (HK) Limited
Sony Pictures Television Advertising Sales Company
Sony Pictures Television Arabia FZ-LLC
Sony Pictures Television China Inc.
Sony Pictures Television de Mexico, S.A. de C.V.
Sony Pictures Television Deutschland GmbH
Sony Pictures Television Distribution (France) SNC
Sony Pictures Television Distribution Deutschland GmbH
Sony Pictures Television Distribution Italia S.R.L.
Sony Pictures Television Distributions de Espana S.A.
Sony Pictures Television Korea, Inc.
Sony Pictures Television Networks Games Inc.
Sony Pictures Television Networks Iberia, S.L.
Sony Pictures Television Networks Korea, Ltd.
Sony Pictures Television of Australia Limited Partnership
Sony Pictures Television Producciones Espana, S.L.
Sony Pictures Television Production (France) S.A.S.U.
Sony Pictures Television Production Egypt SAE
Sony Pictures Television Production UK Limited
Sony Pictures Television Productions Lebanon SAL
Sony Pictures Television Productions Pty Limited
Sony Pictures Television Productions Russia Inc.
Sony Pictures Television Pty Ltd.
Sony Pictures Television Sales de Espana S.A.
Sony Pictures Television Sales Deutschland GmbH
Sony Pictures Television Sales Italia S.R.L.
Sony Pictures Television UK Rights Limited
Sony Pictures Television, Inc.
Sony Pictures Worldwide Acquisitions Inc.
Sony Pictures Worldwide Marketing and Distribution Inc.
Sony Venture Productions Inc.
South Asian Regional Investments Singapore II, Pte. Ltd.

South Asian Regional Investments Singapore Pte. Ltd.
South Asian Regional Investments, Inc.
SPD Connect Services Inc.
SPD Digital Services Platform Inc.
SPD Domain Names, Inc.
SPD Wireless Services Inc.
SPDE-MF Holdings, Inc.
SPE 3D Net Investments Inc.
SPE Acquisition Inc.
SPE Argentina Holdings Inc.
SPE Asia Ltd.
SPE Asian Ventures Inc.
SPE Australian Ventures Pty. Limited
SPE Canadian Finance Co. Inc.
SPE Central Europe Investment Inc.
SPE China Productions Inc.
SPE Corporate Services Inc.
SPE Dubbing Holdings LLC
SPE Entertainment Television Inc.
SPE Equity Inc.
SPE Euromovies Investments Inc.
SPE Films India Private Limited
SPE General Entertainment Pty Limited
SPE German Finance Co. Inc.
SPE German Guaranty Co. Inc.
SPE German Loan Purchaser Inc.
SPE India Co.
SPE India Films Holding LLC
SPE India Investments Inc.
SPE Italy Limited
SPE Latin American Acquisition Corporation
SPE Latin American Advertising Holdings Corporation
SPE Latin American Music Channel Holdings Inc.
SPE Mauritius Holdings Limited
SPE Mauritius Investments Limited
SPE Music Germany Gmbh
SPE Networks - Asia Pte. Ltd.
SPE Networks - India Inc.
SPE Networks Africa LLC
SPE Networks Holdings EMEA LLC
SPE Producciones, C.A.
SPE Production Inc.
SPE Singapore Holdings Inc.
SPE Spider-Man GP Inc.
SPE VNIL Holdings Inc.
SPE Worldwide Advertising Inc.
SPE-WPF Inc.
SPHE Hellas Sales and Dist. of DVDs Eteria Periorismenis Efthnis
SPHE Scan Based Trading Corporation
SPHE/U.K. MirrorMask Productions, LLC
SPI Holdings, Inc.
SPIN Brazil, LLC
Sprocket Productions, Inc.
SPT Channel Holdings Inc.
SPT Colombia Holdings LLC
SPT Colombia Holdings Ltda.
SPT Networks Germany LLC
SPT Russia Holdings Inc.
SPTHE Inc.
SPTI Networks Eastern Europe (UK) Limited
SPTI Networks Eastern Europe LLC
SPTI Networks Latin America Productions LLC
SPTL Holdings Pte. Ltd.
Stage 6 Films, Inc.
Starling SARL
StarTroop Pictures, Inc.
Stellify Media (NI) Limited
Step Acquisitionco Limited
Step Midco Limited
Step Topco Limited
Sternwood Productions, Inc.

Stewart Television, Inc.
Stewie Investments, LLC.
Stewie Productions, LLC.
Studio Payroll Services, Inc.
Sub-Urban Productions, Inc.
Summerset Real Estate Services, Inc.
Sun Takeover Limited, Inc.
Sunday Show Pictures, Inc.
SuperComm, Inc.
Swing Door Productions, LLC
Switching Channels, Inc.
Tandem Licensing Corp.
TCS Finance Co., Inc.
Teagames Ltd.
Teleset Mexico, S. de R.L. de C.V.
Teleset S.A.S.
Teleset US Inc.
TeleStranger Productions, Inc.
TeleVentures, Inc.
Texas Game Ball, LLC
Texas Winnie, LLC
TGSC Management, Inc.
Thai Sniper, Inc.
Thai Vampire, Inc.
The Company Productions, LLC
The Frank Price Company
The G-P Film Company
Tibernia Productions, Inc.
Tilden Productions LLC
Timeday Music, Inc.
Tiny Tot Productions, Inc.
Tiroc SAS
Topanga Productions, Inc.
Toro Media S.R.L.
Toro TV Espana, S.L.U.
Trackdown Productions, Inc.
TriStar Distribution, Inc.
TriStar Pictures, Inc.
Tristar Productions, Inc.
TriStar Television, Inc.
TriStar/JSB Productions, Inc.
Tristar/U.K. Productions, Inc.
TriStar/UK Still Crazy Productions, Inc.
Triumph Enterprises, Inc.
TV Bulevar Music, Inc.
Twenty Fifteen Avenue Music, Inc.
Twenty Fifteen Boulevard Music, Inc.
Twenty Fifteen Street Music, Inc.
Tycoon Productions LLC
Ultra-Vi Productions, Inc.
Undergraduate Productions, Inc.
Vampires-R-Us, Inc.
Vandam Productions, LLC
Velvet Hell Productions, Inc.
Vengeance Productions Pty Ltd
Viasat Hungaria Musorszolgaltato Zartkoruen Mukodo Reszvenytarsasag
Victoria Television Limited
Waveland Pictures Limited
WEG Acquisition Corp.
Westside Production Services, Inc.
Westside Studio Dining Services, Inc.
White Horse Films, Inc.
Woodridge Productions, Inc.
WorldWinner International Ltd.
Xmas Hollywood Films, Inc.
YANDR Productions, LLC
Yucca Productions (BC) Limited
Zombieland Investments, LLC
Zombieland Productions, LLC
Zombieland, Inc.
Zookeeper Holdings, Inc.

Gogglebox Entertainment Limited
Saturn Licensing LLC
Heinz Music SRL
Sign Of The Times Records limited

Annexure B

This is Annexure B of 21 pages referred to in form 603 (Notice of initial substantial holder).

print name

TOMOO HAGIMOTO

capacity

Authorized Signatory

sign here

Tomoo Hagimoto



date

27/10/2016

Share Purchase Agreement

Purchaser	Seller
Sony Life Insurance Co., Ltd. of Otemachi Financial City Grand Cube, 1-9-2, Otemachi, Chiyoda-ku, Tokyo, 100-8179, Japan (the Purchaser)	CCP Bidco Pty Limited (ACN 159 362 428) as trustee for CCP Bidco Trust of Level 29, Governor Phillip Tower, 1 Farrer Place, Sydney NSW 2000 (the Seller)
To: Satoshi Wakuya	To: Peter Lyon-Mercado
Email satoshi_wakuya@sonylife.co.jp	Email plm@crescentcap.com.au

Date of agreement

See execution blocks on last page

General Terms**1 Sale of Relevant Shares**

The Seller agrees to sell the Relevant Shares to the Purchaser, and the Purchaser agrees to buy the Relevant Shares from the Seller, on the terms and conditions of this agreement:

- (a) for \$1.48 per Relevant Share (**Purchase Price**);
- (b) on the Completion Date (as defined below);
- (c) free from any Encumbrance; and
- (d) with all rights, including dividend rights, attached to or accruing to them on and from the date of this agreement.

2 Representations and warranties

- (a) The Seller represents and warrants to the Purchaser that the Seller is the beneficial owner of all the Relevant Shares, is free to enter into this agreement, and that the Relevant Shares are not subject to any Encumbrance that would fetter or compromise the ability of the Seller to comply with its obligations under this agreement.
- (b) The representations and warranties in clause 2(a) are given by the Seller on the date of this agreement.
- (c) The Seller acknowledges that the Purchaser has entered into this agreement in reliance on the representations and warranties in this clause 2.
- (d) The parties agree that nothing in this agreement entitles the Purchaser to any rights in respect of any Shares in the Company held by the Seller other than the power to control the disposal of the Relevant Shares, and nothing in this agreement constitutes an agreement, arrangement or understanding for the purpose of controlling or influencing the composition of Company's board or the conduct of Company's affairs.

3 Completion

- (a) Completion of the sale and purchase of the Relevant Shares must occur on the date of execution of this agreement (**Completion Date**).
- (b) On the Completion Date, the Seller must:
 - (i) do all acts and things and execute and deliver to the Purchaser all documents as required to register and make the Purchaser the legal and beneficial owner of the Relevant Shares including:
 - (A) documents which constitute a sufficient transfer of the Relevant Shares under Part 7.11 of the Corporations Act and the Corporations Regulations 2001 (Cth);
 - (B) If the Relevant Shares are on an Issuer Sponsored Subregister, a copy of the Seller's holding statement showing the holding of those shares and its SRN; and
 - (C) If the Relevant Shares are on a CHES Subregister, the Seller's HIN and the Seller's written instructions to its Sponsoring Participant to deliver those shares to the Purchaser; and
 - (ii) deliver to the Purchaser a validly executed counterpart of the Call Option Deed.
- (c) On the Completion Date, the Purchaser must:
 - (A) pay the Seller the Purchase Price for the Relevant Shares in cleared funds as directed by, and into an account nominated by, the Seller; and
 - (B) deliver to the Seller a validly executed counterpart of the Call Option Deed,

(Completion).
- (d) The obligations of the Purchaser and the Seller under this clause 3 are interdependent. Unless otherwise stated, all actions required to be performed by a party at Completion are taken to have occurred simultaneously on the Completion Date.

- (e) Completion will not occur unless all of the obligations of the Purchaser and the Seller under this clause 3 are complied with.

4 General

- (a) This agreement constitutes the entire agreement of the parties about its subject matter and supercedes all previous agreements, understandings and negotiations on that subject matter.
- (b) A notice to the Purchaser or the Seller under this agreement:
- (i) must be delivered personally to the addressee, left or sent by prepaid post to the addressee's address or sent by email to the email address as set out in this agreement; and
 - (ii) is regarded as being given by the sender and received by the addressee when delivered or received by email. If sent by email, a notice is taken to be received by the first to occur of the sender receiving an automated message confirming delivery or 1 hour after the time sent (as recorded on the device from which the sender sent the email).
- (c) A party must not assign or otherwise deal with its rights under this agreement or allow any interest in them to arise or be varied in each case, without the consent of the other party.
- (d) A provision of this agreement, or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.
- (e) This agreement may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument.
- (f) This agreement is governed by the law in force in New South Wales, Australia. Each party submits to the exclusive jurisdiction of the courts of New South Wales, Australia.

5 Definitions

In this agreement, terms defined in the *Corporations Act 2001* (Cth) have the meaning given therein and the following definitions apply unless the context requires otherwise:

ASX Settlement means ASX Settlement Pty Limited ACN 008 504 532.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement which govern the administration of CHES.

Call Option Deed means the document entitled 'Call Option Deed' relating to the Relevant Shares and to which the Purchaser and the Seller are listed as parties.

CHES has the meaning given in the ASX Settlement Operating Rules.

CHES Subregister has the meaning given in the ASX Settlement Operating Rules.

Company means ClearView Wealth Limited.

Completion has the meaning given in clauses 3(b) and 3(c).

Completion Date has the meaning given in clause 3(a).

Corporations Act means *Corporations Act 2001* (Cth).

Encumbrance means any mortgage, lien, charge, pledge, assignment by way of security, security interest, title retention, preferential right or trust arrangement, claim, covenant or any other security arrangement or any other arrangement having the same effect.

HIN has the meaning given in the ASX Settlement Operating Rules.

Issuer Sponsored Subregister has the meaning given in the ASX Settlement Operating Rules.

Purchase Price has the meaning given in clause 1(a).

Relevant Shares means 98,067,795 Shares.

Shares means ordinary shares in the capital of Company.



Sponsoring Participant has the meaning given in the ASX Settlement Operating Rules.

SRN has the meaning given in the ASX Settlement Operating Rules.



Executed as an agreement

Date: 25 OCTOBER 2016

Signed and delivered by **Sony Life Insurance Co., Ltd.** by its authorised signatory in the presence of:

 
Signature of witness

MASAMITSU SHIMAOKA
Name of witness (print)

 
Signature of authorised signatory

TOMO O HAGIMOTO
Name of authorised signatory (print)

Date:

Signed and delivered by **CCP Bidco Pty Limited (ACN 159 362 428) as trustee for CCP Bidco Trust** in accordance with section 127 of the *Corporations Act 2001 (Cth)* and by:

Signature of director

Name of director (print)

Signature of director/secretary

Name of director/secretary (print)

Call Option Deed

Sony Life Insurance Co., Ltd.

CCP Bidco Pty Limited (ACN 159 362 428) as trustee for CCP Bidco Trust

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Date:

25 OCTOBER 2016

Parties

- 1 **CCP Bidco Pty Limited (ACN 159 362 428) as trustee for CCP Bidco Trust of Level 29, Governor Phillip Tower, 1 Farrer Place, Sydney NSW 2000 (Crescent)**
 - 2 **Sony Life Insurance Co., Ltd. of Otemachi Financial City Grand Cube, 1-9-2, Otemachi, Chiyoda-ku, Tokyo. 100-8179, Japan (Sony Life)**
-

Background

- A Crescent and Sony Life have entered into a share purchase agreement under which Crescent has agreed to sell the Relevant Shares to Sony Life.
- B Sony Life agrees to grant to Crescent an option to require Sony Life to sell the Relevant Shares to a Third Party Buyer on the terms and conditions on this deed.

The parties agree

1 Defined terms and interpretation

- (a) A term or expression starting with a capital letter:
 - (i) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary; and
 - (ii) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act.
 - (b) The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.
-

2 Call Option

In consideration of the payment of \$1 by Crescent to Sony Life, Sony Life irrevocably grants to Crescent the right to require Sony Life to sell the Relevant Shares to a Third Party Buyer pursuant to the mechanism set out in clause 3.3 (**Call Option**) on and subject to the terms and conditions of this deed.

3 Exercise

3.1 Conditions to exercise of Call Option

- (a) Crescent may exercise the Call Option any time after the date that is 18 months after the date of this deed (**Relevant Date**) if, before that date, Sony Life does not:
 - (i) make a Bid for all of the issued Shares in the Company (with a minimum acceptance condition of no more than 50.1% of the Shares on issue in the Company) which is recommended by a majority of the board of directors of the Company; or

- (ii) propose a Scheme for the acquisition of all of the Issued Shares in the Company, with such proposal being recommended by a majority of the board of directors of the Company.
- (b) Crescent may only exercise the Call Option if the Crescent Shareholders also agree to sell the majority of the Crescent Shares to the Third Party Buyer on identical terms (including the price per Share) to those set out in the Call Option Notice.

3.2 Notice

- (a) To exercise the Call Option:
 - (i) the conditions in clauses 3.1(a) and 3.1(b) must be satisfied; and
 - (ii) Crescent must sign and deliver to Sony Life a Call Option Notice (being a notice pursuant to clause 3.3).
- (b) Once given, a Call Option Notice is irrevocable.
- (c) A Call Option Notice may only be given in respect of all, not some, of the Relevant Shares.
- (d) A Call Option is taken to have been exercised at the time when a signed Call Option Notice is deemed to have been received by the recipient in accordance with clause 11.2.

3.3 Call Option

- (a) Subject to clauses 3.1(a) and 3.1(b), at any time after the Relevant Date Crescent may give Sony Life a Call Option Notice (**Call Option Notice**) in the form set out in Schedule 2 stating:
 - (i) that Crescent requires the Relevant Shares to be sold to a Third Party Buyer on the same terms as the Offer from the Third Party Buyer in respect of the Crescent Shares,and, if the transaction pursuant to which the Relevant Shares will be sold to a third party is not structured as a Bid or a Scheme:
 - (ii) the price for the Crescent Shares and the Relevant Shares (for the avoidance of doubt, the price per Share for the Crescent Shares and the Relevant Shares shall be equal);
 - (iii) the proposed settlement date for sale of the Relevant Shares to the Third Party Buyer, which must be the same date as the proposed settlement date for sale of the Crescent Shares to the Third Party Buyer and which must be no later than 15 Business Days from the date that the Call Option Notice is received by Sony Life (**Settlement Date**);
 - (iv) the name and address of the Third Party Buyer; and
 - (v) any other terms and conditions attaching to the Offer, which must be equally applicable to both the sale of the Relevant Shares and the sale of the Crescent Shares.

- (b) In such event, Sony Life must sell the Relevant Shares to the Third Party Buyer on the terms and conditions set out in the Call Option Notice.
- (c) Sony Life must do all things Crescent requires it to do in order to effect the sale of the Relevant Shares to the Third Party Buyer including, but not limited to, delivering title to all of the Relevant Shares, free from all Encumbrances, to the Third Party Buyer on the Settlement Date.
- (d) Crescent may solicit Offers from prospective Third Party Buyers and may disclose the existence of this deed and its contents in its solicitations for the acquisition of the Crescent Shares and the Relevant Shares.
- (e) Crescent is under no obligation and has no duty to Sony Life with respect to:
 - (i) the price obtained for the Relevant Shares; or
 - (ii) the structure of the Offer.

3.4 Transfer free from Encumbrances

Any Relevant Shares transferred under this deed must be, and Sony Life will procure that they are, transferred free from any Encumbrance and with all rights, including dividend rights, attached or accruing to them on and from the Settlement Date.

4 Completion

4.1 Time and place of Completion

Completion of the sale and purchase of the Relevant Shares will take place in accordance with the terms of the Offer (**Completion**).

4.2 Transfer of Relevant Shares

On Completion:

- (a) Sony Life must transfer or procure the valid transfer of the Relevant Shares to the Third Party Buyer;
- (b) the parties must execute and deliver all necessary documents and give all necessary Instruments to ensure that title in the Relevant Shares passes from Sony Life to the Third Party Buyer free from all Encumbrances;
- (c) if a document referred to in clause 4.2(b) is signed by a party under a power of attorney (other than the power of attorney conferred on Crescent under clause 5), the relevant party must provide a certified copy of that power of attorney; and
- (d) Crescent must procure the payment of the Call Option Price for the Relevant Shares by the Third Party Buyer to an account nominated by Sony Life.

4.3 CHESS transfers

Any Relevant Shares are taken to have been transferred pursuant to clause 4.2:

- (a) on the transfer of title in accordance with the ASX Settlement Operating Rules and procedures of CHESS (or such other computer based system which provides for

the recording and transfer of title by way of electronic entries, delivery and transfer of title, used by the Company from time to time); or

- (b) by such other manner as agreed between the parties.

5 Power of attorney

Sony Life:

- (a) Irrevocably appoints any two officers of Crescent as its agent and attorney with the power to do anything necessary or desirable to effect the transactions contemplated by the Call Option, including the power for any two officers of Crescent together to execute all necessary documentation to complete the sale of Sony Life's Relevant Shares on behalf of Sony Life;
- (b) agrees to ratify and confirm any thing any two officers of Crescent lawfully do under this appointment or cause to be done under this appointment; and
- (c) agrees to indemnify such officers of Crescent against any claim, loss, liability, cost or expense arising directly or indirectly from their lawful exercise of a power under this appointment.

6 Sony Life restrictions

Sony Life must not do, and must procure that no Related Body Corporate of Sony Life does, any of the following between the date of this deed and the earlier of exercise of the Call Option (inclusive) or termination of the Call Option under clause 9(a), except with Crescent's written consent or unless expressly contemplated in this deed:

- (a) sell, transfer, or otherwise dispose of any interest in a Relevant Share (including by the acceptance of a Bid or a Scheme made in respect of the Company), vote in favour of any Scheme relating to the Company or any similar transaction, or agree to do any of those things, but for the avoidance of doubt excluding any sale, transfer or disposal required by law (so long as that requirement is not a result of the conduct of Sony Life);
- (b) subscribe for, purchase or acquire, or agree or offer to subscribe for, purchase or acquire, any Shares or any direct or indirect rights, warrants or options to acquire any Shares, or otherwise acquire a Relevant Interest in any Shares;
- (c) enter into any agreement or arrangement with any person involving the conferring of rights, the economic effect of which is equivalent or substantially equivalent to the acquisition, holding or disposal of Shares (including cash-settled derivative contracts, contracts for differences or other derivative contracts);
- (d) enter into any arrangements with respect to ownership or control of, or an economic interest in, Shares or all or part of the business, operations, affairs or assets of the Company or any of its Related Bodies Corporate other than for the purposes of, or in connection with, a Bid made by, or a Scheme proposed by, Sony Life;
- (e) publicly announce that it will do, or attempt to do, anything referred to in clauses 6(a) to 6(d); or

- (f) procure, aid, abet, assist, encourage, counsel, induce, instruct or ask any other person to do or in doing anything referred to in clauses 6(a) to 6(d).

7 Costs

- (a) Each party must bear its own costs in relation to the negotiation, preparation and execution of this deed and any further document required in connection with it.
- (b) The parties must bear any costs incurred by Crescent for the benefit of Crescent and Sony Life in relation to the transactions contemplated by this deed and the Call Option – including, without limitation, any advisory fees, regulatory authority fees, expert's fees and other costs incurred in the organisation, marketing or completion of such transactions – in such proportions that result in each of Sony Life and Crescent's net proceeds per Share being equal, subject to the requirement that Crescent give Sony Life prior written notice before incurring any cost estimated to exceed \$130,000.

8 Representations and warranties

8.1 General

Crescent represents and warrants to Sony Life, and Sony Life represents and warrants to Crescent, that:

- (a) **(incorporation and existence)** It has been incorporated as a company in accordance with the laws of its place of incorporation, is validly existing under those laws and has power and authority to carry on its business as it is now being conducted;
- (b) **(power)** It has power to enter into this deed and comply with its obligations under it;
- (c) **(no contravention or exceeding power)** this deed and the transactions under it which involve it do not contravene its constituent documents (if any) or any law or obligation by which it is bound or to which any of its assets are subject or cause a limitation on its powers (or, to the extent applicable, the powers of its directors) to be exceeded;
- (d) **(authorisations)** It has in full force and effect the authorisations necessary for it to enter into this deed, to comply with its obligations and exercise its rights under it, and allow it to be enforced;
- (e) **(validity of obligations)** its obligations under this deed are valid and binding and are enforceable against it in accordance with its terms;
- (f) **(solvency)** there are no reasonable grounds to suspect that it is unable to pay its debts as and when they become due and payable;
- (g) **(no steps to wind up)** no meeting has been convened or resolution proposed or petition presented and no order has been made for its winding up;
- (h) **(no deed with creditors)** no voluntary arrangement has been proposed or reached with any of its creditors; and
- (i) **(litigation)** there is no pending or threatened proceeding affecting it or any of its assets before a court, governmental agency, commission or arbitrator except those

in which a decision against it (either alone or together with other decisions) would be insignificant.

8.2 Continuation of representations and warranties

The representations and warranties in clause 8.1 are taken to be also made on the date of the exercise of the Call Option.

8.3 Survival of warranties

The representations and warranties in clause 8.1 survive the execution of this deed.

8.4 Reliance

Each party acknowledges that the other party has entered into this deed and agreed to take part in the transactions that it contemplates in reliance on the warranties made or repeated in this clause.

9 Termination

- (a) This deed automatically terminates without any liability and the Call Option expires immediately if:
 - (i) Sony Life makes a Bid for all of the issued Shares in the Company (with a minimum acceptance condition of no more than 50.1% of the Shares on issue in the Company) that is recommended by a majority of the board of directors of the Company; or
 - (ii) Sony Life proposes a Scheme for the acquisition of all of the issued Shares in the Company that is recommended by a majority of the board of directors of the Company.
- (b) Termination of this deed will not prejudice any right, remedy or obligation accrued prior to termination of this deed, or any obligation that is expressed to survive termination of this deed.

10 Confidentiality and announcements

- (a) Each party must keep the existence and terms of this deed and any confidential information of the other party confidential except where:
 - (i) the information is public knowledge (but not because of a breach of this deed) or the party has independently created the information;
 - (ii) disclosure is required by law, a regulatory body, or the operating or listing rules of a relevant stock exchange;
 - (iii) disclosure is made to a person who must know for the purposes of this deed on the basis that the person keeps the information confidential; or
 - (iv) disclosure is permitted under 3.3(d).
- (b) Sony Life and Crescent must consult with each other in relation to any public announcement by either party concerning this deed or the transactions contemplated by this deed.

(c) This clause 10 survives termination of this deed.

11 General

11.1 Further acts

Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this deed.

11.2 Notices

Any communication under or in connection with this deed:

- (a) must be in writing;
- (b) must be addressed as shown below:

Sony Life Insurance Co., Ltd.

Name: Satoshi Wakuya
 Address: Otemachi Financial City Grand Cube, 1-8-2, Otemachi, Chiyoda-ku,
 Tokyo, 100-8179, Japan
 Email: satoshi_wakuya@sonylife.co.jp
 (or as otherwise notified by that party to the other party from time to time);

Crescent

Name: C/- Peter Lyon-Mercado
 CCP Bidco Pty Limited (ACN 159 362 428) as trustee for CCP Bidco
 Trust
 Address: Level 29, Governor Phillip Tower, 1 Farrer Place, Sydney NSW 2000
 Email: plm@crescentcap.com.au
 (or as otherwise notified by that party to the other party from time to time);

- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid post to the address, or sent to the email address, of the addressee, in accordance with clause 11.2(b); and
- (e) will be deemed to be received by the addressee:
 - (i) (in the case of prepaid post from Australia) on the third Business Day after the date of posting to an address within Australia, and on the fifth Business Day after the date of posting to an address outside Australia;
 - (ii) (in the case of email) if sender does not receive a message from its Internet service provider or the recipient's email server indicating that it has not been successfully transmitted, on the day of sending if a Business Day, otherwise on the next Business Day; and
 - (iii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 11.2(b), unless that delivery is made on a non-Business Day, or after 5.00 pm on a Business Day, when that

communication will be deemed to be received at 9.00 am on the next Business Day.

11.3 Assignment

A party must not assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior written consent of the other party.

11.4 No merger

No right or obligation of any party merges on completion of any transaction under this deed. All rights and obligations under this deed survive the execution and delivery of any transfer or other document which implements any transaction under this deed.

11.5 Entire deed

To the extent permitted by law, in relation to the subject matter of this deed, this deed:

- (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed on between the parties; and
- (b) supersedes any prior written or other deed between the parties.

11.6 Counterparts

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this deed, all of which together constitute one deed.

11.7 Governing law and jurisdiction

- (a) This deed is governed by and will be construed according to the laws of the New South Wales.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales with respect to any proceedings which may be brought at any time relating in any way to this deed.

Schedule 1 Dictionary

1 Dictionary

In this deed:

ASX Settlement Operating Rules means the operating rules of ASX Settlement Pty Limited ABN 49 008 504 532.

Bid means a takeover bid made in relation to the Company pursuant to Part 6.2 of the Corporations Act.

Business Day means a day which is not a Saturday, a Sunday or a public holiday and on which banks are open for trading both in Sydney, New South Wales and in Tokyo, Japan.

Call Option has the meaning given to that term in clause 2.

Call Option Notice has the meaning given to that term in clause 3.3.

Call Option Price means the price payable by a Third Party Buyer to Sony Life for the Relevant Shares under an Offer that is the subject of a Call Option Notice.

CHES has the meaning given to that term in the ASX Settlement Operating Rules.

Company means ClearView Wealth Limited.

Completion has the meaning given to that term in clause 4.1.

Corporations Act means the *Corporations Act 2001* (Cth).

Crescent Shares means the Shares owned by the Crescent Shareholders from time to time.

Crescent Shareholders means:

- (a) CCP Bidco Pty Limited (ACN 159 362 428) as trustee for CCP Bidco Trust;
- (b) CCP Bidco Pty Limited (ACN 159 362 428) as trustee for CCP Bidco Trust 2;
- (c) CCP Trusco 1 Pty Ltd (ACN 143 361 488) as trustee for Crescent Capital Partners Specific Trust IVA;
- (d) CCP Trusco 2 Pty Ltd (ACN 143 361 497) as trustee for Crescent Capital Partners Specific Trust IVB;
- (e) CCP Trusco 3 Pty Ltd (ACN 143 361 504) as trustee for Crescent Capital Partners Specific Trust IVC;
- (f) CCP Trusco 4 Pty Ltd (ACN 143 361 522) as trustee for Crescent Capital Partners Designated Trust IVA;
- (g) CCP Trusco 5 Pty Ltd (ACN 147 892 706) as trustee for Crescent Capital Partners Designated Trust IVB; and

- (h) Perpetual Corporate Trust Limited (ACN 000 341 533) as custodian for ROC CVW Co-Investment Trust.

Encumbrance means any mortgage, charge, pledge, lien, encumbrance, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement, contractual right of set-off or any other security deed or arrangement in favour of any person.

Offer means:

- (a) a Bid;
- (b) a Scheme; or
- (c) an offer to acquire the Crescent Shares and the Relevant Shares.

Related Bodies Corporate has the meaning given to that term in the Corporations Act.

Relevant Interest has the meaning given to that term in the Corporations Act.

Relevant Shares means, together, all of the Shares acquired by Sony Life from Crescent under the document entitled 'Share Purchase Agreement' dated on or around the date of this deed, and any additional Shares in the Company acquired by Sony Life after the date of this deed.

Scheme means a members' scheme of arrangement under Part 5.1 of the Corporations Act between the Company and the members of the Company.

Settlement Date has the meaning given to that term in clause 3.3(a)(iii)

Share means an ordinary share in the capital of the Company.

Third Party Buyer means a bona fide third party that makes an Offer. For the avoidance of doubt, the third party must not be Crescent, any of its Associates or any entity controlled or managed by Crescent or its Associates.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) the words 'such as', 'including', 'particularly' and similar expressions are not used as nor are intended to be interpreted as words of limitation;
- (e) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;

- (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
- (iii) a party includes its successors and permitted assigns;
- (iv) a document includes all amendments or supplements to that document;
- (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
- (vi) this deed includes all schedules and attachments to it;
- (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law and is a reference to that law as amended, consolidated or replaced;
- (viii) a monetary amount is in Australian dollars;
- (f) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day; and
- (g) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it.

Schedule 2 Call Option Notice

To: Sony Life Insurance Co., Ltd.

Attention: Satoshi Wakuya, Head of Business Development Division

Notice of exercise of Call Option

Notice is given by CCP Bidco Pty Limited (ACN 159 362 428) as trustee for CCP Bidco Trust (**Crescent**) to Sony Life Insurance Co., Ltd (**Sony Life**) that Crescent irrevocably exercises the Call Option over all of the Relevant Shares, which are described below, granted to Crescent by Sony Life under the Call Option Deed dated on or about *[insert execution date of Call Option Deed]*. The Call Option is exercised in relation to the Offer made by *[insert Third Party Buyer]*, the details of which are as follows:

[insert Offer details]

Relevant Shares

[insert number of Relevant Shares held by Sony Life]

Dated this day of

Execution page

Executed as a deed.

Signed for **CCP Bidco Pty Limited (ACN 159 362 428)** as trustee for **CCP Bidco Trust** in accordance with section 127 of the *Corporations Act 2001 (Cth)* and by:

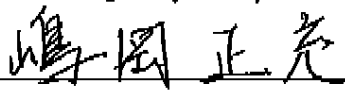

Signature of director

Signature of director/secretary

Name of director (print)

Name of director/secretary (print)

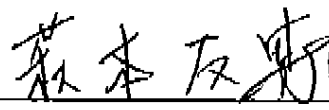

Signed for **Sony Life Insurance Co., Ltd.** by its authorised signatory in the presence of:

Signature of witness

MASAMITSU SHIMADOKA

Name of witness (print)

Signature of authorised signatory

TOMOO HAGIMOTO

Name of authorised signatory (print)

Execution page

Executed as a deed.

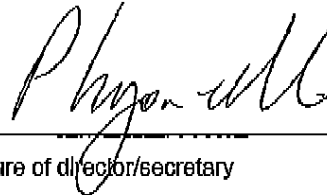
Signed for **CCP Bidco Pty Limited (ACN 159 362 428) as trustee for CCP Bidco Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth) and by:



Signature of director

Nathaniel Rouse

Name of director (print)



Signature of director/secretary

Peter Lyon-Mercado

Name of director/secretary (print)

Signed for **Sony Life Insurance Co., Ltd.** by its authorised signatory in the presence of:

Signature of witness

Name of witness (print)

Signature of authorised signatory

Name of authorised signatory (print)