



**Sony Life Insurance Co., Ltd**

1-9-2,Otemachi,Chiyoda-ku,Tokyo,100-8179Japan Telephone:+81-3-5290-6100

5 December 2016

The Manager

Company Announcements Office

Australian Securities Exchange

Exchange Centre

20 Bridge Street


Sydney NSW 2000

Dear Sir/Madam,

**Correction of Form 603 - Notice of Initial Substantial Shareholder**

Please find enclosed a replacement Form 603 "Notice of initial substantial shareholder" relating to the correction of an error contained in the original lodgement of Form 603 made to the ASX on 27 October 2016.

Yours sincerely,

*Tomoo Hagimoto* 

Tomoo Hagimoto

Representative Director of the Board and President

**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	14.9%

**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 Bidco 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 shares 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	HSBC Custody Nominees(Australia) Limited	Sony Life	98,067,795 Ordinary Shares
Sony Group Companies	HSBC Custody Nominees(Australia) Limited	Sony Life	98,067,795 Ordinary Shares

**6. 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. Addressees**

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 Tomoo Hagimoto capacity Authorized Signatory

sign here Tomoo Hagimoto  date 5/2/2016

**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 23 pages referred to in form 603 (Notice of initial substantial holder).

print name

Tomoo Hagimoto

capacity Authorized Signatory

sign here

Tomoo Hagimoto



date 5/12/2016

## 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 Payment Services 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.  
Sony Real Estate Corporation  
Sony/Taiyo Corporation  
A-1 Pictures Inc.  
Aniplex Inc.  
Bancho Inc.  
JARED INC.  
Kiramedia Inc.  
Label Gate Co.,Ltd  
M-ONI 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.  
YUJISONGS, 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 Inc.  
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.  
E.N.S 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  
Maracalbo 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.  
MotionPartrail, USA Inc.  
Naughty Dog LLC  
On Line Retail, S.A.  
OOO Sony DADC  
Orland Inc.  
P. T. Sony Indonesia  
Passlegal Ltd.  
Pixim Inc.  
Pixim International Inc.  
PlayStation Mobile Inc.  
PlayStation Productions LLC  
PlayStation Services LLC  
PMG Assurance Ltd.  
Paygnosis Inc.  
Paygnosis 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.  
Smartlink Network Hong Kong Limited  
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 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 Moviles, 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. [Bangkad]i  
Sony Technology (Thailand) Co., Ltd. [Chonbur]i  
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  
Shanghai Oriental Pearl Suole Culture Development Limited  
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  
Auravilhe 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  
CS Records, LLC

Day 1 Entertainment Brasil Ltda  
Day 1 Entertainment Srl  
Deco Enterprises LLC  
Deconstruction Ltd  
Dedicated Ltd  
Deylan Ltd.  
Digital Rights Agency, Inc.  
Double T Publishing BVBA  
DV8 Records, LLC  
Editions Les Alouettes  
Editions Musicales Uncle Dan BVBA  
Editorial SM Publishing Chile Limitada  
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 Conteudo Digital LTDA  
JFBS Inc.  
Kemosabe Records, LLC  
Kriven Inc.  
LaFace Records LLC  
Les Vergers SAS  
LLC Sony Music Entertainment(Russia)  
Logic Records (UK) Ltd  
Mermaid Records ApS  
Micrometro Ltd.  
MJJ Music  
Multitone Records Ltd  
Music for Nations Ltd  
NALLC 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  
Reggaeion LLC  
Ronagold Ltd  
RoyallyShare Limited  
RoyallyShare, Inc.  
Run Tones, LLC  
S M Entertainment West Africa Limited  
Sa Majesté Productions SAS  
Salli Isaak Ltd  
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  
Second Pressing Pty Ltd.  
Silverstone Records Ltd  
Simco Ltd  
Siro Live Limited  
SIM Publishing (Brazil) Edicoes Musicais Ltda.  
SM Publishing (US) LLC.  
SM Publishing South Africa (Proprietary) Limited  
SM Tunes LLC  
SME Chile BV  
SMPG Publishing Germany GmbH  
SMR Osteuropäische Medienbeteiligungs Gesellschaft mbH  
Sonic Live Oy  
Sony Deutschland GmbH  
Sony Music (CR) Sro  
Sony Music Borton 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 Aricla Distribution B.V.  
Sony Music Entertainment Aricla Eurodisc Benelux B.V.  
Sony Music Entertainment Aricla 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  
Sony/ATV Presto Music Publishing (Australia) Pty Limited  
Sony/ATV Presto Music Publishing (Canada) Incorporated  
Sony/ATV Presto Music Publishing (Holland) B.V.  
Sony/ATV Presto Music Publishing (Hong Kong) Limited  
Sony-ATV Music Publishing (India) Private Limited  
Star Band (Shanghai) Business Consulting Company Ltd  
SW Video Canada Inc.  
The Bleeding Fingers Custom Music Shop LLC  
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.  
Acuff-Rose Musikverlag GmbH  
B1 Recordings GmbH  
Bad Boys Production Music B.V.  
Crystal Entertainment Limited  
Director's Cut Production Music Limited  
Extreme Australia Pty Limited  
Extreme Group Holdings LLC  
Extreme Music GMBH  
Extreme Music Limited  
Family Tree Music AB  
Famous Music LLC  
Famous Music Publishing Germany GmbH & Co., KG  
FAR Musikverlag GmbH & Co. KG  
FAR Musikverlag Verwaltungs-GMBH  
Leonard Cohen Stranger Music  
Lowery Music Company  
Low-Sal, Inc.  
Low-Twi Inc.  
Maidmetal Entertainment Ltd.  
Maidmetal Ltd.  
Millforth Limited  
Movie Musikverlag GmbH  
Over the Top Productions Limited  
SAMP (Beijing) Co., Ltd.  
SAMP Colombia Ltda.  
SAMP Publishing Central America, Ltda.  
SAMP Publishing Venezuela, S.R. L.  
SAMP Single Partner EPE  
SM Publishing (Iberia) S.R.L.  
SM Publishing (Italy) S.r.l.

SM Publishing (Poland) Sp. z.o.o.  
SM Publishing (UK) Limited  
SM Publishing Argentina S.R.L.  
SM Publishing LLC  
SM Publishing Scandinavia AB  
SME Publishing France (SAS)  
SME Publishing Iberia S.L.  
Sony Music Publishing (Singapore) Pte Ltd  
Sony Music Publishing Sdn Berhad  
Sony/ATV Discos Music Publishing LLC  
Sony/ATV Latin Music Publishing LLC  
Sony/ATV Music Publishing (Australia) PTY Limited  
Sony/ATV Music Publishing (Belgium) B.V.  
Sony/ATV Music Publishing (Canada) Company  
Sony/ATV Music Publishing (Colombia) Ltda.  
Sony/ATV Music Publishing (France)  
Sony/ATV Music Publishing (Germany) GmbH  
Sony/ATV Music Publishing (Holland) B.V.  
Sony/ATV Music Publishing (Hong Kong)  
Sony/ATV Music Publishing (Scandinavia) Kommandtdag  
Sony/ATV Music Publishing (UK) Limited  
Sony/ATV Music Publishing Acquisition Inc.  
Sony/ATV Music Publishing Europe Limited  
Sony/ATV Music Publishing Holding B.V.  
Sony/ATV Music Publishing Holdings (Spain) LLC, S. en C.  
Sony/ATV Music Publishing Holdings LLC  
Sony/ATV Music Publishing LLC  
Sony/ATV Music Publishing Portugal, S.L.  
Sony/ATV Songs LLC  
Sony/ATV Sounds LLC  
Sony/ATV Tunes LLC  
Sony/MJ Music Publishing LLC  
Sycos Entertainment Inc.  
Sycos Entertainment Limited  
Sycos Holdings Limited  
Sycos Touring Limited  
The Extreme Music Library (Ireland) Limited  
The Extreme Music Library Limited  
Toledo Musik Produktion GmbH  
Untertainment Records, LLC  
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.  
Albarnarle 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 Magyarorszag 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  
BGCT Productions, Inc.  
BGCT, LLC  
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  
Cisab Productions, Inc.  
Clarington 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 Film Production Asia 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 Carlton Productions Ltd.  
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  
CWT 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  
Devils Work Productions, Inc.  
Digital Entertainment Franchises, Inc.  
Distribudo'ra de Peliculas Colombia Ltd.  
Donut Productions, Inc.  
Dori Media ot Ltd.  
Dori TV Ltd.  
Dorrington Productions, Inc.  
DSP Holding Company  
Duquesne Service Company, Inc.  
Eagle And The Lion Music, Inc.  
Earlham Productions, Inc.  
Earthbound Human Productions, Inc.  
Eastern European Holdings Ltd.  
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.  
Fable Pictures Limited  
Famous Players, Inc.  
Farewell Productions, Ltd.  
Fat Tuesday Productions, LLC  
FDN Productions, Inc.  
Film Funding One LLC  
Film Gems Export Corporation  
Filmbank Distributors Limited  
Films Avenida Music, Inc.

Films Bulevar Music, Inc.  
First Show Productions, 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  
G. IM. Comunicacao Ltda.  
Galaxy Three Productions, Inc.  
Game Show Enterprises, LLC  
Game Show Network Music, LLC  
Game Show Network, LLC  
Garage Interactive Marketing e Publicidade Ltda.  
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  
Goldcol 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 Enterprises, LLC  
GSN Games Network, LLC (CPM Star)  
GSN Games, Inc.  
GSN Music, LLC  
GSN Texas, L.P.  
Halberd Productions, Inc.  
Hard Breaker Productions, Inc.  
Hayley/T.A.T. Productions  
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.  
JC 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.  
Mindmaster Productions, Inc.  
Misbehave Productions, Inc.  
MJP Musical, LLC  
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.  
N.V. Sony Pictures Releasing S.A.  
NDC Holdings, Inc.  
Neokei S.A.  
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.  
Queens 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  
SLP Inc.  
SM Film Productions, Inc.  
Snack Media S.A. de C.V.  
Snitsak Productions, Inc.  
SoapCity Holdings, Inc  
SoapCity, LLC  
Social Media S.A.(Argentina)  
Social Media S.A.(Panama)  
Soltaire 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 Networks UK Limited  
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 Production 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.  
Sony/JH Pictures L.L.C.  
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  
SPTI Russia Channel Holdings LLC  
SPTI Russia Channel Holdings Sub I

SPTI Russia Channel Holdings Sub II  
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.  
Takota Productions  
Talpa Italia S.r.l  
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  
The Tatso Company  
Tiberia 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-U.s, 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.  
Zookeeper Productions, LLC  
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 5/12/2016

Share Purchase Agreement

<b>Purchaser</b>	<b>Seller</b>
Sony Life Insurance Co., Ltd. of Oiemachi Financial City Grand Cube, 1-9-2, Oiemachi, 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
<b>Email</b>	<b>Email</b>
satoshi_wakuya@sonylif e.co.jp	pjm@crascentop.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.

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 CHESS 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.

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.
  - (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 supersedes 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 008 604 632.

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

**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.

**CHESS** has the meaning given in the ASX Settlement Operating Rules.

**CHESS 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 98,067,796 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:

嶋岡正久 

Signature of witness

MASAMITSU SHIMAOKA

Name of witness (print)

萩本友博 

Signature of authorised signatory

TOMOYO 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)

**Executed as an agreement**

**Date:** \_\_\_\_\_

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

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of authorised signatory

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Name of authorised signatory (print)

**Date:** 25 OCTOBER 2016

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

\_\_\_\_\_  
Signature of director/secretary

Nathaniel Thomas

Peter Lyon-Mercado

\_\_\_\_\_  
Name of director (print)

\_\_\_\_\_  
Name of director/secretary (print)



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## **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

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## 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 causes 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, 1-9-2, Otemachi, Chiyoda-ku,  
Tokyo, 100-8179, Japan  
Email: satoishi\_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.

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

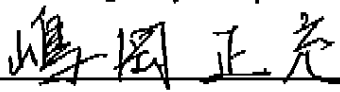

Signature of director

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.**

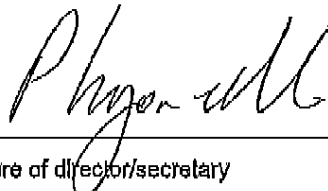
Signed for **GCP Bidco Pty Limited (ACN 159 362 428) as trustee for GCP Bidco Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth) and by:



Signature of director



Name of director (print)



Signature of director/secretary

**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)