Sony Corporation of America
Pension Value Plan
Summary Plan Description

July 22, 2014

This summary plan description (SPD) provides a summary of the Sony Corporation of America Pension Value Plan (the “Pension Value Plan” or “Plan”) as in effect on July 22, 2014. As explained elsewhere in this SPD, Plan eligibility was completely frozen as of April 1, 2006. That is, no new employees hired on or after April 1, 2006 were eligible to participate in the Plan. Plan benefits were then frozen for all participants except for those who satisfied certain “grandfathering” requirements as of December 31, 2006. The Plan was further amended to freeze the accrued benefits of all grandfathered participants as of April 30, 2012. This SPD describes the Plan in its frozen state and reflects that all current participants are now fully vested in their frozen Plan benefits due to the passage of time. As this SPD describes Plan provisions as in effect on July 22, 2014, for Plan rules applicable before this date, please refer to the appropriate version of the Summary Plan Description (including any applicable Summary of Material Modifications), copies of which may be obtained by calling the Sony Benefits Center at 1-877-747-9675, . If you were terminated before January 1, 1998 the provisions of the Plan at that time are covered in the pre-98 SPD, also if you are or were a Sony Music Holdings employee with a pension benefit, those provisions are covered in the Sony Music Holdings Pension Plan SPD.

This SPD is based on the Plan’s official plan documents. It is **not**, nor is it intended to be, the official Plan document, a contract between Sony Corporation of America. (the “Plan Sponsor”) or any subsidiaries or affiliates that participate in the Plan and any employee or contractor, or a future guarantee of employment or benefit. Receipt of this SPD does not constitute a waiver of any eligibility criteria.

The benefits provided by the Plan are governed solely by the official Plan documents. Every effort has been made to ensure the accuracy of this SPD but in the event that there is a discrepancy between this SPD and the official Plan documents, the terms of the Plan documents, as interpreted by the Plan Administrator (or authorized delegate thereof) in its sole discretion, will control in all cases. This SPD is supplied solely to help you understand the Plan—not to replace, amend, or add to the Plan. The Plan Sponsor reserves the right, in its whole and absolute discretion, to amend, modify, or terminate any or all Sony plan(s) or program(s), in whole or in part, at any time and for any reason or for no reason by appropriate corporate action. Any such changes may affect the benefits payable to you and/or family members.

In the event that any provision(s) of the Plan document may be held illegal or invalid for any reason, such illegality or invalidity will not affect remaining sections of the Plan, or the Plan will be construed and enforced as if said illegal or invalid provisions had never been inserted therein. The Plan Administrator or its duly authorized delegate has the sole and absolute discretionary authority to interpret and apply the terms of the Plan.

The information in this SPD is also available to you on *Your Pension Resources*™ (YPR) in the Plan Information section. (Log on to HRconnect at http://HRconnect.sony.com on the Internet or via your location’s intranet home page and link to YBR.) You have the ability to view the SPD on the Web site, and print pages of this SPD from the Web site. You also have the right to request and receive, free of charge, a printed copy of this electronically delivered document from the Sony Benefits Service Center by calling 1-877-747-9675. If there are any discrepancies between the information on the Web site and your printed copy, the Web site version will control.

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Pension Value Plan Overview

The Pension Value Plan was designed to provide eligible employees with income during retirement. Sony Corporation of America or other participating Sony company ("Sony" or "Company") pays the full cost of the Plan. Contributions from the Company are kept in a trust fund, and vested benefits are paid from the trust when participants choose to receive them. The following Sony Companies currently participate in the Plan:

- Sony Americas Holding Inc.
- Sony Corporate Services Inc.
- Sony Corporation of America
- Sony Electronics e-Solutions Company LLC
- Sony Network Entertainment International LLC
- Sony Electronics Inc.
- Sony Latin America Inc.
- Sostar Inc.
- SONY DADC US Inc. (f/k/a Digital Audio Disc Corporation (DADC))
- SEG Travel Corporation

This SPD describes the Plan in effect as of July 22, 2014. For Plan rules applicable before then, please refer to the appropriate version of the Summary Plan Description (including any applicable Summary of Material Modifications), copies of which may be obtained by calling the Sony Benefits Service Center at 1-877-747-9675 .

Frozen Plan Benefits

Plan eligibility was frozen as of April 1, 2006. That is, no new employees hired on or after April 1, 2006 were eligible to participate in the Plan. Plan benefits were then frozen for all participants except for those who satisfied certain "grandfathering" requirements as of December 31, 2006. The Plan was further amended to freeze the accrued benefits of all grandfathered participants as of April 30, 2012. See Exhibits A and B for details on who was grandfathered.

As a result of these Plan freezes, the accrued benefits of all participants were frozen. This means that Plan benefits of participants who were active at the time of the applicable freeze do not reflect benefit service earned or pay increases occurring after the applicable freeze date, and those benefits are determined under the Plan formula in effect at that time. If you have question regarding your applicable freeze date, please contact the Sony Benefits Service Center at the telephone number listed above.

Although frozen, Plan benefits are credited with five percent annual interest until the date the benefits are paid. Participants impacted by the freezes continue to earn service toward vesting and early retirement eligibility as long as they remain employed with the Company or one of its affiliates or subsidiaries.

As of July 22, 2014, all current active Plan participants with frozen, accrued benefits are fully vested in those amounts due to the passage of time.

Amount of Your Benefit

The formula used to calculate your frozen Plan benefit takes into consideration the following, ***disregarding service earned and pay increases occurring after your applicable freeze date***:

- Your **final average pay -** An average of your 5 highest consecutive years of eligible pay (up to applicable IRS limits each year) out of the last 10.
- Your **benefit service -** Generally, the time you work for the Company in an eligible position.
- Your **age as of January 1 of the year**.
- **Covered compensation -** An average of the Social Security taxable wage base in effect over your assumed working career (35 years).

See *How Benefits are Calculated* (and the accompanying examples in Exhibits A and B, as applicable) for more detailed information regarding the calculation of your Plan benefits and to better understand how the Plan freeze(s) impacted your accrued benefits.

Eligibility to Receive Pension Benefits

Your age, service, and pension benefit value determine when you can begin receiving payments from the Plan. When you leave Sony and all related companies, you may be eligible for:

- Normal retirement
- Early retirement
- Deferred vested benefits

Since a goal of the Plan is to provide income during retirement, your monthly benefit payments (if you elect an annuity form of payment) will generally be higher if you start receiving them at a later age - such as normal retirement. If you start receiving monthly payments at an earlier age, your monthly benefit is likely to be lower because your benefit will be paid over more time. Alternatively, you may be eligible to receive your benefit in a lump sum.

If you die after you're vested and before you start receiving your benefit, your spouse (as determined under Plan rules) or other beneficiary you have designated according to Plan and government rules, can receive your benefit value.

Naming a Beneficiary

Your beneficiary is entitled to a benefit if you die after you're vested. If you designate a beneficiary before you're age 35, you'll receive another beneficiary designation request after you reach age 35 to update your election if you're married (as required by government rules).

If You're Single

If you're single, you can name one or more beneficiaries. However, if you subsequently marry, your spouse will automatically be your beneficiary and your prior beneficiary designation will be void (unless your spouse completes the required consent form).

If You're Married

Your spouse is automatically your beneficiary unless he or she signs the required consent form agreeing to your choice of an alternate beneficiary or beneficiaries. In addition, your spouse's signature on this form must be notarized.

Under Plan rules that went into effect in 2013, your spouse is the person to whom you are legally married. A spouse for Plan purposes includes an opposite-sex or same-sex spouse, regardless of where you reside.

How to Make Your Beneficiary Designation
You can name your beneficiary on the Your Benefits Resources link through the *Your Pension Resources*™ (YPR). (Log on to HRconnect at http://HRconnect.sony.com/benefits on the Internet or via your location's intranet home page and link to YBR.) Under Retirement, choose "Beneficiaries" and follow the steps outlined to add your beneficiary elections. (Alternatively you can name your beneficiary by calling Sony Benefits Service Center at 1-877-747-9675 and selecting "Retirement and Investments" and then "Pension" from the menu to speak to a Benefits Service Center Representative).

Please note: If you're married and name someone other than your spouse as your sole beneficiary, you'll need your spouse's notarized consent to another beneficiary.

If You Don't Name a Beneficiary
If you haven't named a beneficiary or your named beneficiary dies before you, your benefit is paid to your surviving spouse if you're married. If you die on or after June 1, 2013* and you do not have a surviving spouse, payment will be made pursuant to the Plan's default beneficiary rules as follows:

- To your surviving children, per stirpes (equal shares); or if there are no surviving children;
- To your parents, per stirpes (equal shares); or if there are no surviving parents;
- To your siblings, per stirpes (equal shares); or if there are no surviving siblings;
- To your estate.

Note: A beneficiary designation, the consent of your spouse, and any other election or information that must be provided to the Plan in writing isn't effective unless and until it's received by the Plan.

*Note: Different default beneficiary rules applied to participants who died prior to June 1, 2013. Please refer to the appropriate Summary Plan Description (including any applicable Summary of Material Modifications) that was in effect at the time of the Plan participant's death.

How Benefits Are Paid

You may receive your Plan benefit under one of the standard forms of payment or choose an optional payment method. These factors affect your choice:

- The amount of your benefit
- How long you want to receive payments
- If you want your survivors to receive payments after your death
- The benefit commencement date you elect

Plan payments are taxable income, so federal and state withholding rules apply. (See *Tax Rules*.)

Keep in mind, that if you become divorced or separated, a Qualified Domestic Relations Order (QDRO) may affect how benefits are paid to you and your beneficiary.

Qualified Domestic Relations Order (QDRO)

Generally, you can't assign your benefits under the Plan to anyone else, other than your properly designated beneficiary(ies), and your benefits can't be attached by any creditor before they're paid out of the Plan. Once an amount is paid out of the Plan to you (or on your behalf), the money is no longer considered part of the Plan and may be subject to the claims of your creditors, or you may choose to give the money to someone else.

An exception to this rule applies in the case of a QDRO. A QDRO is a state court order or judgment relating to marital property rights, alimony, and/or child support in connection with a divorce. Such an order directs that all, or a portion of, your benefits under the Plan are to be paid to your spouse, your former spouse, or a child of yours (these people are referred to as “alternate payees”). Very specific rules apply to what information must be in a QDRO and how a QDRO can be applied to your benefits under the Plan.

If the Plan receives such an order, the Plan’s QDRO administrator first determines if the order meets the specific requirements under the law and terms of the Plan. If the order meets the QDRO requirements, the Plan is required by law to follow the terms of the order. This generally means that a portion of your benefit will ultimately be paid to the alternate payee under the order.

The Plan Administrator maintains a specific set of procedures for QDROs (QDRO Procedures) and currently uses a third party provider to assist in responding to and administering QDROs and proposed QDROs received by the Plan. You may obtain a copy of these QDRO Procedures at any time, free of charge, by calling the Sony Benefits Service Center at 1-877-747-9675, connecting to the Sony Benefits Service Center Representative, and asking for the QDRO team.

In the event you need to prepare and submit a proposed QDRO, you’re strongly urged to first obtain and review the QDRO Procedures. Understanding and following the Plan’s QDRO procedures will help ensure that your benefits are properly paid.

Eligibility to Participate

The Plan contains specific rules regarding eligibility. However, since no new employees first hired on or after April 1, 2006 is eligible to participate in the Plan as a result of the Plan freeze on April 1, 2006, those rules are not described in this SPD. If you are a Plan participant and have questions about the eligibility rules that applied to you, please refer to the appropriate Summary Plan Description (including all applicable Summary of Material Modifications) that discusses those rules and call the Benefits Service Center if you have any questions.

What Service Means

Service means the length of time you work(ed) for Sony. There are two types of service under the Plan:

- **Vesting service**, which determines when you become entitled to receive your frozen, accrued pension benefits and become eligible for early retirement. Service is measured in years credited based on the hours of service worked and usually includes service performed with the Company (and any affiliate thereof), ***including service completed after the applicable freeze date***. In accordance with Plan rules, you generally earn one year of vesting service for each calendar year in which you’re credited with at least 1,000 hours of service.

  Generally, hours of service includes each hour you’re paid for actively working, directly or indirectly paid for time away from work (due to vacation, holidays, illness or disability, jury duty, military duty, layoffs, or other approved leave of absences), or entitled to back pay. Hours of service will be counted in one of two ways:

  - If you’re a full-time regular employee, you will be credited with 190 hours of service for each month in which you earn at least one hour of service.
  - For all other employees, an exact count of your accumulated hours of service will be used to determine eligibility to participate; service for vesting is based on 190 hours of service credited for each month in which you have at least one hour of service.

- **Benefit service**, which determines the years for which you receive credits under the Plan's benefit formula. Service for this purpose is usually measured by the length of time (in years and months) worked as an eligible employee of a participating Company, ***disregarding service completed after the freeze date applicable to you***. Service before the date your company or bargaining unit joined the Plan may have been excluded.

The Plan has very specific rules for calculating an eligible employee's service for these purposes. However, since current Plan participants are now fully vested in their frozen accrued Plan benefits, the Plan's service, break in service, and rehire rules are not described in this SPD. If you are a Plan participant and have questions about the service rules that applied to you in determining your frozen benefit accruals and vested percentage or for purposes of determining early retirement eligibility, please refer to the appropriate Summary Plan Description (including all applicable Summary of Material Modifications) that discusses those rules and call the Benefits Service Center if you have any questions.

How Benefits Are Calculated

The Plan uses a formula to determine your benefit value expressed as a lump sum. You earned credits under the formula based on your age and service. Your credits were totaled and your frozen benefit value based on your total credit percentage and your final average pay (up through your applicable freeze date). These components are discussed more fully below and, after reviewing how your Plan benefits are calculated, be sure you also understand:

- When you can receive benefits (see *When You Can Receive Benefits*), and
- The available pension benefit forms of payment (see *Pension Benefit Forms of Payment*).

Note also that the government has limits on qualified plans like this Plan that typically affect only higher-paid employees. If you think you may be impacted by these limits, please contact the Benefits Service Center.

Plan Formula

As indicated above, the Plan uses a formula to determine the value of your Plan benefits. Generally speaking, Plan benefits depend on your final average pay, covered compensation, and your age on January 1 of the year you earned benefit service, ***disregarding service earned and pay increases occurring after your applicable freeze date***. Under the formula:

- You earned core credits and excess credits based on your attained age in years on January 1 for each year of **benefit service** earned prior to your applicable freeze date.

- The sum of your **core credits** for your years of credited benefit service is multiplied by your final average pay.

- The sum of your **excess credits** for your years of credited benefit service is multiplied by your final average pay that exceeds your covered compensation. (See *Covered Compensation* for more detail). If your final average pay is less than your covered compensation, you gain no additional benefit from your excess credits.

Since Social Security doesn't provide additional benefits for earnings above the Social Security taxable wage base, the Plan formula includes excess credits to provide an additional benefit based on any earnings above covered compensation.

If You Received a Lump Sum Payout

If you received a lump sum payout of your benefit and years of benefits service are restored after you're rehired, your benefit amount that is earned after you return to work and before your applicable freeze date will be offset by the benefit value you received plus a 5% interest credit compounded annually from the date of original payment to the date of final payment.

As previously mentioned, although the Plan is frozen, your frozen benefit will be credited with 5% annual interest from the freeze date applicable to you until your benefit distribution date (even if you leave the Company and defer commencement of your benefit). If your Plan benefit was frozen on December 31, 2006, please refer to **Exhibit A** for an example of how your final average pay and frozen benefit were determined. If your Plan benefit was frozen on April 1, 2012, please refer to **Exhibit B** for an example of how your final average pay and frozen benefit were determined.

Minimum Benefits

Minimum benefits are provided for certain participants under prior versions of the Plan. In those cases, Plan benefits will be the greater of:

- The frozen, accrued benefit determined above (including interest credits), and
- The minimum benefit (if applicable).

You may be eligible for a minimum benefit if:

- You were a participant in the Sony Pension Plan on December 31, 1997. If eligible, you'll receive at least the benefit you had earned under the version of that plan in effect on December 31, 1997 (payable at age 65 or reduced for early retirement and payable at age 55, provided you have earned at least ten years of service).
- You were a participant in the Sony Pension Plan on December 31,1983. If eligible, the minimum benefits described above will continue to consider the plan benefit formula in effect on that date.

If you were a participant in the Local 888 Pension Plan on April 30, 1994 and you became a participant in the prior Sony Pension Plan on May 1, 1994, your benefit from the Pension Value Plan will consider all eligible Sony service, but will be offset by your vested normal retirement benefit payable from the Local 888 Pension Plan.

If you have any questions regarding your eligibility for a minimum benefit, please contact the Benefits Service Center.

Final Average Pay

Your final average pay is the average of your 5 highest consecutive calendar years of pay out of your last 10 years as an employee of a U.S. Sony company that is part of the Sony controlled group, ***but disregarding any pay earned after your applicable freeze date***. If you had less than 5 complete and consecutive calendar years of pay, your final average pay is generally the average of your pay for your period of employment. In addition, special rules applied if your employment with Sony terminated and you were subsequently rehired before your applicable freeze date.

In computing your Plan benefits, ***annual pay includes:***

- Base pay (including vacation and sick pay)
- Overtime pay (after 1997)
- Commissions (after 1997)
- Bonuses (after 1997)
- Pay at premium rates (such as holiday or shift differentials)
- Pay you contributed to the Savings and Investment Plan or for grandfathered employees in the Sony USA 401(k) plan after January 1, 2012 but before April 1, 2012
- Pay you use to pay for Sony Benefits Plan coverage
- Pay you use to pay for Qualified Transportation Benefits

Annual pay does <u>not</u> include the following:

- Long-term incentive payments
- Sony Benefits Plan credits received from Sony
- Severance payments
- Sign on bonuses/payments or retention payments
- Expense reimbursements
- Various allowances or educational reimbursements (including, but not limited to relocation reimbursement, automobile allowances, and reimbursement for travel allowances)
- Non-taxable (gross-up) pay
- Other amounts paid but not specifically included in the plan's list of eligible payments
- For employees who were grandfathered under the prior pension plan (i.e., employees age 60 or over as of 01-01-1998), pay used to determine prior plan benefits ***excludes*** overtime pay and bonuses for all years

Note that annual pay excludes certain pay earned while a union employee, working outside of the U.S., or working for a Sony Company not participating in the Plan. If you have questions regarding you pay for Plan purposes, contact the Sony Benefits Service Center by calling at 1-877-747-9675 and choosing "Retirement and Investments" and then "Pension" from the menu to be connected to a Sony Benefits Service Center Representative.

Maximum Eligible Annual Pay
The Internal Revenue Service (IRS) limits eligible annual pay for calculating qualified plan pension benefits like those provided under this Plan. The IRS may index the maximum amount each year to reflect changes in the cost of living. For information regarding the applicable limits in effect for years prior to and including an applicable freeze date, please contact the Benefits Service Center.

Covered Compensation

Covered compensation is the average of the maximum annual salary for Social Security (the taxable wage base) over a 35-year period ending in the year you reach your Social Security retirement age. By law, your Social Security retirement age is based on your year of birth. Covered compensation increases each year before you reach your Social Security retirement age. This is because a new, higher actual wage base replaces the estimated wage base for the prior year. Your covered compensation for purposes of determining your frozen plan benefit was frozen as of the applicable freeze date.

The IRS publishes a table each year that lists the covered compensation by year of birth. For information regarding the covered compensation tables used in determining your frozen, accrued Plan benefit, please contact the Benefits Service Center or see SSA.gov for more details.

When You Can Receive Benefits

Retirement Eligibility Rules

You may begin receiving pension payments when you retire. Your eligibility to retire depends on your age and your vesting service:

- If you're age 65 or older and have at least 5 years of vesting service (3 years after January 1, 2008), you can retire under **normal retirement** or at any time thereafter.

- If you're age 55 and have 10 or more years of vesting service, you can retire under **early retirement**.

- If you leave Sony before you're eligible for normal or early retirement but after you're vested in your benefit, you'll be eligible for a **deferred vested benefit**, which you may be able to receive right away or at a later date. See details in following section entitled Deferred Vested Benefit.

Remember, Sony service you complete after your applicable freeze date continues to count for vesting and early retirement eligibility purposes.

Normal Retirement

You can receive a retirement benefit beginning on your normal retirement date. Your **normal retirement date** is the 1st day of the month in which you reach age 65 and have 5 years of vesting service. Your 65th birthday is your normal retirement date if it falls on the 1st of the month.

If you choose to retire on your normal retirement date, the amount of your Plan benefit is calculated according to the Plan formula discussed earlier taking into account your applicable freeze date and interest. This amount is a lump sum value.

Sony offers several different forms of payment. See *Payment of Benefits* for more information about your payment options.

Working After Normal Retirement/Suspension of Benefits

If you continue working after you reach normal retirement age, you cannot receive your frozen Plan benefits until after you leave Sony employment. You'll receive a Suspension of Benefits Notice in the mail with more details about the effect on your benefit of working beyond your normal retirement date. In general:

- The suspension of benefits does not apply to any months in which you're paid for less than 40 hours of service or for less than 8 days of employment.

- When you decide to retire, notify the Sony Benefits Service Center. (Call 1-877-747-9675 and choose "Retirement and Investments" and then "Pension" from the menu to be connected to a Benefits Service Center Representative from the main menu). Your benefit can begin the first of the month following the month in which your employment ends. The benefit amount will be based on your entire period of service in the Plan, up through your applicable freeze date.

- If you believe your benefits have been suspended in error, you have the right to seek a review of the determination (see *Benefit Review Process*).

Early Retirement

You can retire early and begin receiving pension payments if you're at least age 55 with at least 10 years of vesting service. You may elect to start your Plan benefits as of the first day of any month after your separation from service with Sony and prior to your normal retirement date.

Generally, the date you elect must be in the future. You may elect a retroactive benefit commencement date only within the first 6 months following your separation from service. If you do not elect an early retirement date, you may delay starting benefit payments to a later date, but no later than your normal retirement date.

If you begin receiving payments before your normal retirement date, your benefit paid as a monthly amount may be lower to adjust for the longer payment period. The amount of your monthly benefit is determined based on your age—and if applicable, on the form of payment and your spouse's age— when payments begin and the government-approved interest rate established by the Company to be applicable for the calendar year. If you postpone payment, your benefit value will continue to receive interest credits at a 5% annual rate until you begin receiving payments. (Interest credits are not added to minimum benefits.)

Deferred Vested Benefit

When You Leave Sony

You're eligible for a deferred vested pension benefit if you leave the Company after earning at least 5 years (3 years after January 1, 2008) of vesting service but before you're eligible for normal retirement or early retirement. Your benefit value will be credited with interest at an annual rate of 5% from the date you leave Sony to the date your benefit begins. (**Note:** The 5% does not apply to the minimum benefit.)

When You Can Receive a Deferred Vested Benefit

After you leave the Company, you'll receive information explaining the timing and form of payment you can receive depending on your the value of your Plan benefit at the time you leave.

- If your Plan benefit value is $1,000 or less, you'll receive an automatic lump sum payment.
- If your Plan benefit value is between $1,000 and $10,000, you can choose to receive payment as soon as administratively possible or postpone payment until early retirement or normal retirement. Payment may be made in an annuity or lump sum. See *Forms of Payment* for payment choices.
- If your Plan benefit value is more than $10,000, payment is postponed until you reach retirement age, which can be as early as age 55 if you have at least 10 years of vesting service when you leave Sony. You cannot receive your benefit value earlier than when you reach retirement age (for example, due to disability or financial hardship). However, if you die before you reach retirement age, your beneficiary may be eligible for a preretirement death benefit.

Note: If you terminated before 1998, different payment provisions may apply. Please contact the Benefits Service Center for more details.

Timing of Benefit Payments

Electing a Payment Commencement Date

When you're ready to retire, you must choose the date you want your Plan payments to start. This date must be the first day of the month and occur after your last day of employment with the Company. You should contact the Sony Benefits Service Center at least 60 days before the date you want your benefit to begin. Call 1-877-747-9675 and choose "Retirement and Investments" and then "Pension" from the menu and ask to speak to a Retirement Specialist.

You can receive estimates and information about the forms of payment available. There are forms you'll need to complete indicating your elections—including the timing and the form of payment— before your final benefit can be determined. ***Keep in mind that any benefit estimate you receive is only an estimate. Plan benefits payable to you will be determined by the Plan Administrator and will reflect your final employment data. All calculations are subject to corrections for any errors in your record or otherwise.*** If you disagree with your benefit calculation, you may file a claim in accordance with Plan procedures. See *Benefit Review Process* for more information on claims and appeals.

Retroactive Benefit Commencement Date Rules

You may choose a benefit commencement date indicated on the election form provided or you may indicate an earlier date, subject to Plan rules.

Note: If you select an earlier date to begin receiving your benefit:

- It must be the first day of a month;
- It cannot be before the first of the month following the date that you terminated employment; and
- It cannot be later than the first day of the sixth month following your termination date.

The Lump Sum, Social Security Level Income and 75% Joint and Surviving Spouse Annuity options are not available for retroactive benefit commencement.

If you're married, you and your spouse must consent in writing to the retroactive benefit commencement date by signing the appropriate section of the form. Also, you'll receive any payments missed between this benefit commencement date and the date that payments are distributed, along with an interest payment.

If You Return to Work After Starting Your Benefit

If you terminate employment with all Sony companies and begin receiving your retirement benefit from the Plan, benefit payments generally will continue if you return to work for a Sony company (depending on the number of hours you work).

Preretirement Death Benefits

Eligibility

Preretirement death benefits allow your spouse or other beneficiary to receive your vested Plan benefits if you die while an active employee with a Sony company or after you leave but before you begin receiving pension payments. When you die, your spouse or other beneficiary if you're not married (or if you're married but your spouse has approved another beneficiary) is eligible to receive your vested Plan benefit.

When Payments Begin

Payment in a lump sum may be made to your spouse or other beneficiary as soon as administratively possible. Alternatively, if your beneficiary is your spouse, he or she may elect to defer payment to a later date and/or receive a single life annuity instead of a lump sum unless the lump sum is $1,000 or less. In this case, the payment will automatically be made in the form of a single lump sum.

Death benefit payments can be made to your non-spouse beneficiary as soon as possible following your death or your beneficiary may choose to postpone payment for up to 5 years.

For death benefit payments made to your surviving spouse, the date benefit payments will begin depends on your age when you die and the value of your benefit. If you die after reaching age 65 or if the death benefit is $1,000 or less, benefits will be paid as soon as possible following your death.

If you die before reaching age 65 and your benefit value is more than $1,000, your spouse may choose to postpone payment. If your spouse does not make any election, the death benefit will be paid as soon as possible following your 65th birthday. Certain rules may require payments to a beneficiary to be accelerated, even if no claim for benefit has been made.

These pre-retirement death benefit rules do not apply to the Pre-1998 terminations; refer to the prior SPD for information on death benefits for Pre-1998 terminated vested benefits)

Generally, a benefit will not be paid until your beneficiary files a claim for benefits (see *How to Request a Distribution*). The Plan requires that a death certificate be submitted and certain forms be completed before any payment will be made.

Postretirement Death Benefits

If you die after your Plan benefit begins, payments to your beneficiary will be based on the provisions of the form of payment in effect at the time of your death.

Power of Attorney and Other Delegations

If you (or your beneficiary) are unable to care for your own affairs due to incapacity or if payments are due to a minor, the Plan Administrator may take directions from someone who is authorized to conduct your affairs. This may be your guardian or other legal representative. If you are completing a Power of Attorney and wish to delegate authority to another person to act on your behalf with respect to your Plan benefits, please be sure to include the Plan's full name ("Sony Corporation of America Pension Value Plan") and the specific actions that such person is authorized to take on your behalf (e.g., commence benefit payment, inquiries only, changing beneficiaries, etc.).

Pension Benefit Forms of Payment

How Your Pension Benefit Is Paid

If you choose an annuity form of payment, your Plan benefit is paid each month over your (and if applicable your beneficiary's) lifetime. If you're eligible for and choose a lump sum, you can receive your entire benefit in a single payment.

Payments are made from assets held in the trust. An annuity form of payment may use funds held in the Plan's trust account or an annuity contract purchased from an insurance company. If a contract is used, you'll be the holder of the contract, and it will be sent to you.

Standard Payment Methods

Standard payment methods are based on your marital status at the time your benefit begins. Unless you choose a different option, you'll receive the following standard payment:

- If you're single, you'll receive the Single Life Annuity.
- If you're married, you'll receive the 50% Joint and Surviving Spouse Annuity.

Note: Once your benefit starts, you can't change the form of payment. It's important to consider your options, your particular needs, and perhaps consult with a financial advisor before electing a form of payment.

Optional Payment Methods

Subject to Plan rules, you may waive your standard payment method and choose from one of the following optional forms:

- Single Life Annuity
- 100% Joint and Surviving Spouse Annuity
- 75% Joint and Surviving Spouse Annuity
- 10-Year Certain and Life Annuity
- Social Security Level Income
- Lump Sum

The form of payment will affect the amount you receive because your monthly benefit amount will be adjusted based on the form of payment. Your spouse may need to consent to your choice of an optional payment method. See *Payment Options and Your Beneficiary Designation* below.

Participants who were previously employed by Sundstrand Corporation or Materials Research Corporation (MRC) may be entitled to additional optional forms of payment. If you think this applies to you, contact the Sony Benefits Service Center by calling 1-1-877-747-9675 and choosing "Retirement and Investments" and then "Pension" from the menu to be connected to a Sony Benefits Service Center Representative.

Choosing a Payment Option If You're Married

Payment Options and Your Beneficiary Designation

If you're married, you need to provide spousal consent to elect one of these payment options:

- Single Life Annuity
- 10-Year Certain and Life Annuity
- Social Security Level Income
- Lump Sum

Your spouse's consent isn't required if you choose the 50%, 75% or 100% Joint and Surviving Spouse Annuity Option. However, your spouse must consent to a retroactive benefit commencement date. See *Retroactive Benefit Commencement Date Rules* above.

Spousal Consent

When spousal consent is required for Plan purposes, your spouse must consent to an election on the form required by the Plan Administrator. Your spouse's signature must be notarized or witnessed by a Plan representative and returned within 90 days of the date indicated on the form.

Single Life Annuity

The Single Life Annuity is the standard payment method for your pension benefit if you're single. It's also an optional payment choice if you're married. If you're married and want to choose this form of payment, your spouse must consent.

Under this benefit form, you receive equal monthly payments for your life. The Single Life Annuity pays the largest monthly amount because no payments are made after your death. The monthly annuity amount is determined based on your age when your benefit amount is determined, the government-specified mortality table, and the Plan's applicable interest rate established for the calendar year.

50% Joint and Surviving Spouse Annuity

The 50% Joint and Surviving Spouse Annuity is the standard payment method if you're married. You receive a monthly income for life with this form of payment, and your spouse (if he or she survives you) receives payments equal to 50% of your benefit after your death.

To provide this additional benefit guarantee to your spouse, your benefit value is determined based on both your age and your spouse's age when your benefit is determined. In order to include continued payments to your spouse after your death, the monthly payment made to you during your lifetime will be smaller than it would be if you had selected a single life annuity.

The following table provides examples of how payment amounts differ between the two forms of payment. Payment amounts will vary based on your age and your beneficiary's age.

Form of Payment	Your Monthly Benefit	Your Spouse's Monthly Benefit If You Die
Single Life Annuity	$500	$0
50% Joint and Surviving Spouse Annuity	$450	$225

If you choose the 50% Joint and Surviving Spouse Annuity, the following rules apply:

- If you're receiving benefits and your spouse dies before you do, your pension payments stay the same ($450 in the example above).
- If you're receiving pension payments and you die before your spouse, your spouse will receive 50% of your reduced monthly benefit each month for the rest of his or her life ($225 in the example above).
- If your spouse dies after you've chosen a 50% Joint and Surviving Spouse Annuity but before you begin receiving your pension, your payment choice will be cancelled automatically. Then you can choose a different form of payment.

75% Joint and Surviving Spouse Annuity

Similar to the 50% Joint and Surviving Spouse Annuity, the 75% Joint and Surviving Spouse Annuity is an optional payment method if you're married. You receive a monthly income for life with this form of payment, and your spouse (if he or she survives you) receives payments over his or her life equal to 75% of your benefit after your death. You don't need your spouse's consent to choose this form of annuity.

To provide this additional benefit guarantee to your spouse, your benefit value is determined based on both your age and your spouse's age when your benefit is determined. In order to include continued payments to your spouse after your death, the monthly payment made to you during your lifetime will be smaller than it would be if you had selected a single life annuity.

The following table provides examples of how payment amounts differ between the two forms of payment.

Payment amounts will vary based on your age and your beneficiary's age.

Form of Payment	Your Monthly Benefit	Your Spouse's Monthly Benefit If You Die
Single Life Annuity	$500	$0
75% Joint and Surviving Spouse Annuity	$425	$319

If you choose the 75% Joint and Surviving Spouse Annuity, these rules apply:

- If you're receiving benefits and your spouse dies before you do, your pension payments stay the same ($425 in the example above).
- If you're receiving pension payments and you die before your spouse, your spouse will receive 75% of your reduced monthly benefit each month for the rest of his or her life ($319 in the example above).
- If your spouse dies after you've chosen a 75% Joint and Surviving Spouse Annuity but before you begin receiving your pension, your payment choice will be cancelled automatically. Then you can choose a different form of payment.

100% Joint and Surviving Spouse Annuity

Similar to the 50% and 75% Joint and Surviving Spouse Annuity options, the 100% Joint and Surviving Spouse Annuity is an optional payment method if you're married. You receive a monthly income for life with this form of payment, and your spouse (if he or she survives you) receives payments over his or her life equal to 100% of your benefit after your death. You don't need your spouse's consent to choose this form of Joint and Survivor Annuity.

To provide this additional benefit guarantee to your spouse, your benefit value is determined based on both your age and your spouse's age when your benefit is determined. In order to include continued payments to your spouse after your death, the monthly payment made to you during your lifetime will be smaller than it would be if you had selected a single life annuity.

The following table provides examples of how payment amounts differ between the two forms of payment. Payment amounts will vary based on your age and your beneficiary's age.

Form of Payment	Your Monthly Benefit	Your Spouse's Monthly Benefit If You Die
Single Life Annuity	$500	$0
100% Joint and Surviving Spouse Annuity	$400	$400

If you choose the 100% Joint and Surviving Spouse Annuity, these rules apply:

- If you're receiving benefits and your spouse dies before you do, your pension payments stay the same ($400 as in the example above).
- If you're receiving benefits and you die before your spouse, your spouse will receive the same amount you were receiving ($400 as in the example above).
- If your spouse dies after you've chosen a 100% Joint and Surviving Spouse Annuity but before you begin receiving your pension, your payment choice will be cancelled automatically. Then you can choose a different form of payment.

10-Year Certain and Life Annuity

If you choose the 10-Year Certain and Life Annuity payment method, you receive Plan payments for your lifetime with 10 years (120 monthly payments) guaranteed. If you're married when your payments begin, your spouse must consent to your election of this form of payment.

If you die before 120 monthly payments have been made, your beneficiary will receive payments equal to the amount you were receiving before you died for the remainder of the 120 payments. If you die without a beneficiary within the specific period, the remaining payments will be made as stated in *If You Don't Name a Beneficiary*. If you die after 10 years, no payments will be made to your beneficiary.

Because of the guarantee that benefits will be paid for 120 months, the benefit that you and/or your surviving beneficiary receives is less than a single life annuity. You can name anyone you want as beneficiary. However, the guaranteed term of this benefit option may be limited by law if benefits would otherwise be extended beyond the joint life expectancy of you and your beneficiary.

Social Security Level Income Option

If you begin receiving your Plan benefit before age 62, the date you're first eligible to receive Social Security benefits, you're eligible to choose the Social Security Level Income Option.

The Social Security Level Income Option is designed to replace your estimated Social Security payments before you're eligible to receive your primary Social Security benefit. This option is designed to make the benefit from the Pension Value Plan plus Social Security a "level" income amount throughout your retirement, even though Social Security benefits aren't available until age 62.

By choosing the Social Security Level Income Option:

- Your Plan benefit is larger from your retirement date until you reach age 62. This larger pension benefit is determined based on an estimate of the Social Security payment that you'll be eligible to receive at age 62.
- After age 62, when you can begin receiving Social Security payments, your Plan benefit is reduced. (Your Plan benefit may stop if you receive the full value of your benefit paid before age 62. If this happens and your Plan benefit is paid for less than 10 years, your payments before age 62 qualify as eligible rollover payments and special tax rules apply.)

Since your actual Social Security benefit won't be known until you reach age 62, the Social Security Level

Income Option is calculated using an estimated Social Security benefit. In order to estimate your Social Security benefit, your recent Sony pay is used as an estimate for your pay over your entire career. In some situations, we may not have pay available and cannot calculate this option unless you provide your actual Social Security earnings.

Note:

- You have the right to supply Sony with your actual wage history. The use of your actual wage history may produce a higher or lower Social Security Level Income Option.

- This option doesn't provide benefits to your spouse or beneficiary upon your death. If you're married when your pension payments begin, your spouse must consent to this form of payment. You cannot choose a retroactive benefit commencement date if you choose this option.

Lump Sum Option

Payment of Lump Sum

If you qualify for normal retirement or early retirement when you leave Sony employment, you may choose to receive your entire Plan benefit in a lump sum payment. Also, if you leave before retirement age and your benefit value at termination is $10,000 or less, you're eligible to receive a lump sum. (If your benefit value is $1,000 or less, you'll automatically receive a lump sum.) If you're married, your spouse must consent to this form of payment, unless your benefit value is $1,000 or less. Also, you cannot choose a retroactive benefit commencement date with the lump sum option.

You can choose to have your lump sum either:

- Directly rolled over into another retirement plan (including the Sony USA 401(k) Plan) that qualifies to accept a rollover eligible payment under IRS rules, or an individual retirement account (IRA)
- Paid directly to you
- A combination of a rollover and a payment directly to you

Automatic Lump Sum Payment

If you're vested and the value of your benefit is $1,000 or less when you leave Sony, Sony will automatically pay your benefit value to you in a lump sum. Payment is usually made as soon as administratively possible after you leave the Company.

Any qualified lump sum payment made from the Plan is eligible for a direct rollover into:

- Another qualified retirement plan
- Individual retirement account (IRA)
- An annuity contract under code Section 403(b) provisions—for example, a non-profit company's retirement plan
- An eligible plan under code Section 457—for example, a state or local government's retirement plan

Rollovers

Eligible Rollover Payments

The following payments from the Plan are eligible for rollover:

- An optional lump sum payment
- An automatic lump sum payment (less than or equal to $1,000)

To be rollover-eligible, the benefit must be paid to you or your surviving spouse, including a spouse or former spouse receiving payment under a Qualified Domestic Relations Order (QDRO). Payments made to beneficiaries other than your surviving spouse aren't eligible to be rolled over. However, a non-spousal beneficiary may roll over all or a portion of a Plan distribution provided he/she elects a direct rollover to a special type of IRA called an "inherited IRA." Your beneficiary will need to confirm his/her eligibility to establish an inherited IRA with the IRA provider.

Types of Rollovers

Direct Rollover

A direct rollover occurs when the Plan sends the payment for deposit directly into an eligible retirement plan or individual retirement account (IRA) that accepts rollovers. The rollover check will be sent either directly to the receiving institution or to you (or your surviving spouse). In either case, the check will be made payable directly to the new plan or IRA.

60-Day Rollover

For a 60-day rollover, the payment is first made to you (or your surviving spouse), and you then make the rollover into an eligible retirement plan or IRA. You must make the check payable to the receiving financial institution. You must deposit your rollover amount into the account within 60 days of receiving your payment. If the check is paid directly to you, 20% mandatory federal tax withholding will apply. If you choose to roll over the entire eligible amount, you must personally make up the 20% that was withheld when you received payment from the Plan.

Rollover Into a Conduit IRA

A conduit IRA provides a holding account where you can invest your payment, without having to pay taxes on it, until you're ready to roll it over into another qualified plan.

A Special Tax Notice is sent at the time of your benefit payment to provide more information.

Withholding on Rollover Eligible Payments

If a rollover eligible payment is made directly to you, 20% mandatory federal withholding is taken from the payment, which is fully taxable.

Note: The amount withheld may not be sufficient to cover your actual federal income tax liability on this payment. State and local income tax may apply as well.

Additional taxes may apply to your payment if you don't choose a rollover. For example, if you leave Sony before the year you reach age 55 and receive a lump sum payment before you reach age 59-1/2, you may owe an additional 10% tax on the lump sum payment. The Special Tax Notice provides more information.

Depending on your circumstances, you may be eligible for special tax treatment on a lump sum payment. See your personal tax advisor for more information.

Tax Rules

Federal and State Taxation

Your Plan payments are subject to federal tax withholding. You may also be subject to state and local income tax withholding, depending on where you live.

You can choose not to have taxes withheld from some forms of Plan payments. Contact a tax advisor before making any decisions on tax withholding from the Plan.

Special Tax Notice

You have a right to familiarize yourself with the possible tax implications of taking a payment from the Plan. The Internal Revenue Service (IRS) requires that you receive the Special Tax Notice no earlier than 30 days and no later than 90 days before your eligible payment. Once received, you have 30 days to review it to help you understand the tax implications of your payment.

The Plan allows you to waive the 30-day rule. If you waive your rights in order to receive your benefits less than 30 days after receiving the notice, you're acknowledging that you understand the tax implications.

Withholding

Definition

Withholding is the portion of your Plan payment taken out automatically as an advance payment of the taxes due to the government.

Withholding is optional on life annuity payments. (Withholding on rollover-eligible payments is generally mandatory if you don't make a direct rollover.)

Withholding on Life Annuity Payments

If you're receiving lifetime annuity payments for your Plan benefit, you may elect:

- A specific withholding amount
- To opt out of withholding

If you make either of these elections, the government may impose a penalty tax if you don't pay adequate withholding as a percent of your income.

If you specify your withholding and the amount withheld is:

- Less than the entire amount of ordinary income tax due, you pay the remaining tax when you file your income tax return
- Greater than the entire amount of ordinary income tax due, the government gives you a refund of the excess withholding amount (you may use the excess withholding amount toward the taxes you'll owe the next tax year)

If You Don't Make a Withholding Choice on Annuity Payments

If you don't make a withholding choice on your annuity payments, you'll be defaulted to the withholding required by the Internal Revenue Service (IRS).

The IRS requires that your federal withholding be defaulted based on a marital status of married with 3 allowances. This may or may not be an appropriate amount to withhold for your situation. The more allowances you choose, the lower the amount of taxes withheld. If you require fewer or more allowances or exemptions, you must make your withholding choice accordingly.

Note: Even if you're single, your federal withholding choice **must** be defaulted to a married status if you fail to make your own choice. The default choice for state withholding varies depending on the state in which you live.

Remember to consult with a tax advisor before making any elections under the Plan.

Benefit Payments If the Plan Ends

Order in Which Benefits Are Paid

If the Plan terminates, benefits are paid in an order prescribed by law and the Plan document. No money in the trust fund can be returned to the Company until all required benefits have been paid. In general, if the Plan's trust fund doesn't have enough money to pay all benefits in full, the Plan will divide the money available among Plan participants, surviving spouses, and beneficiaries based on the value of their benefits. You'll receive more detailed information at that time.

Pension Benefit Guaranty Corporation

Your benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If a single-employer pension plan terminates without enough money to pay all benefits, the PBGC will take over the plan and pay pension benefits through its insurance program. Most participants and beneficiaries receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits that are not guaranteed.

The PBGC guarantees "basic benefits" earned before a plan is terminated, which include:

- pension benefits at normal retirement age;
- most early retirement benefits;
- annuity benefits for survivors of plan participants; and
- disability benefits for a disability that occurred before the date the plan terminated.

The PBGC does NOT guarantee certain types of benefits, such as:

- benefits for which you do not have a vested right when a plan terminates, usually because you have not worked enough years for the company;
- benefits for which you have not met all age, service, or other requirements at the time the plan terminates;
- benefit increases and new benefits that have been in place for less than one year are not guaranteed. Those that have been in place for less than five years are only partly guaranteed;
- early retirement payments that are greater than payments at normal retirement age may not be guaranteed. For example, a supplemental benefit that stops when you become eligible for Social Security may not be guaranteed;

- benefits other than pension benefits, such as health insurance, life insurance, death benefits, vacation pay, or severance pay, are not guarantee; and

- lump sum payments exceeding $5,000.

Even if certain benefits are not guaranteed, participants and beneficiaries still may receive some of those benefits from the PBGC depending on how much money the terminated plan has and how much the PBGC collects from the employer. For more information about the PBGC and the benefits it guarantees, ask the Plan Administrator or contact:

The Technical Assistance Division of the PBGC
1200 K Street N.W., Suite 930
Washington, D.C. 20005-4026
1-800-400-7242

TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to1-800-400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's Web site on the Internet at **www.pbgc.gov**.

Important Plan Information

Plan Information

Plan Identification
When dealing with or referring to the Plan in benefit appeals or other correspondence, you'll receive help more quickly if you identify the Plan fully and accurately. To identify the Plan, use the Employer Identification Number (EIN) and the Plan Number (PN). Sony Corporation of America's EIN is 13-1914734. The PN is 003. The Pension Value Plan is a defined benefit plan.

Plan Year
Plan records are maintained on a calendar-year basis, starting each January 1 and ending each December 31.

Plan Trustee
The Company's contributions to the Plan are directed to the Sony Pension Value Plan trust fund, which is the sole source of benefits. The trustee of the fund is:

The Northern Trust
50 South LaSalle Street
Chicago, IL 60675

The trustee makes benefit payments as authorized by the Plan Administrator, who has responsibility for administration of the Plan.

Service of Legal Process
Service of legal process may be made upon the Plan Administrator or the Plan trustee.

Funding Information and Source of Contributions
The Plan is entirely funded by contributions from Sony Corporation of America and other participating employers. Contributions are actuarially determined and are deposited in a trust fund. The cost of

administering the Plan is paid partially from the assets of the Plan's trust fund and partially by Sony.

Plan Sponsor and Administrator
Sony Corporation of America sponsors your Pension Value Plan. The Plan Administrator administers the Plan. The Plan Sponsor can be reached at the following address:

Plan Sponsor:
Sony Corporation of America
550 Madison Avenue, 33rd Floor
New York, NY 10022

You may direct any questions about your rights under the Plan to the Plan Administrator at any time by writing to this address:

Plan Administrator:
Senior Vice President, Human Resources
Sony Electronics Inc.
One Sony Drive
Park Ridge, NJ 07656
1-201-930-1000

In general, the Plan Administrator is the sole judge of the application and interpretation of the Plan and has the discretionary authority to construe the provisions of the Plan, to resolve disputed issues of fact, and to make determinations regarding eligibility for benefits and benefit payments.

However, the Plan Administrator has the authority to delegate certain of its power and duties to a third party. Sony has delegated certain administrative functions under the Plan to other third party providers. As the Plan Administrator's delegate, these parties have the authority to make certain decisions under the Plan relating to benefit claims. The decisions of the Plan Administrator (or its delegate) in all matters relating to the Plan (including, but not limited to, eligibility for benefits, Plan interpretations, and disputed issues of fact) will be final and binding on all parties and generally will not be overturned by a court of law.

Benefit Review Process
The Plan follows a review process when you submit an application for benefits. For purposes of this Plan, the claims administrator is the Plan Administrator.

Initial Decision
When you file an application for benefits, the Plan Administrator reviews the application and makes a decision to either approve or deny it (in whole or in part). You'll receive a written notice of the decision within 90 days of receipt of the claim by the Plan. In some situations, the Plan may need an extension of time to make a decision (for example, if the Plan needs additional information). In these cases, the period may be extended for an additional 90 days. The extension notice will explain why an extension is necessary and by when the Plan expects to make a decision.

If Your Benefit Is Denied
If your benefit is denied, you'll receive a written notice that explains:

- The specific reasons for the denial
- The specific Plan provisions on which the denial is based
- A description of any additional material or information needed and an explanation of why it's

necessary

- The Plan's benefit review procedures, applicable time limits, and your rights to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974 (ERISA) following a denial on review once you've exhausted the Plan's review process (subject to time limitations imposed by the Plan (see *Plan Imposed Claims Limitation*))

Request for Review If Your Benefit Is Denied

In all respects, Sony fully intends to carry out the provisions of the Plan including the appropriate distribution of Plan benefits. However, after receiving a notice of denial, you, your beneficiary, or your authorized representative may ask for a full and fair review of the decision by writing to the claims administrator. You must make this request within 60 days of the date you receive notice of the denial. During the 60-day period, you or your authorized representative will be given reasonable access to all related documents and information, and you may request copies free of charge. You can also submit written comments, documents, records, and other information to the claims administrator.

Decision on Review

The Plan Administrator will review the claim again and make a decision based on all comments, documents, records, and other information you've submitted. In most cases, you'll receive written notice of the Plan Administrator's decision within 60 days of receipt of your request for review. If necessary, however, the period may be extended for an additional 60 days. You'll receive a written notice of this extension prior to the end of the initial 60-day period. If, on review, your benefit is denied, you'll receive a written notice that explains:

- The specific reasons for the denial upon review
- The specific Plan provisions on which the denial is based
- A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary
- That you're entitled to receive a copy of all documents, records, and information relevant to your claim, upon request and free of charge
- Any voluntary appeal procedures offered by the Plan and your right to obtain information about such procedures
- Your right to bring an action under ERISA section 502(a) upon exhausting the Plan's review procedures, subject to time limitations imposed by the Plan (see *Plan Imposed Claims Limitation*)

Plan Imposed Claims Limitation

Once you (or your beneficiary) have exhausted the benefit review procedures described above, to the extent your claim has been finally denied, in whole or in part, you have the right to file an action under ERISA §502, provided your claim for benefits is filed within two years beginning on:

- In the case of any lump sum payment, the date payment was made;
- In the case of any installment payment, the date the first installment was made; and
- For all other claims, the date the action complained or grieved of occurred.

The Plan Administrator, or any duly authorized agent of the Plan Administrator, has the exclusive authority to interpret the provisions of the Plan and to make final determinations regarding claims for benefits under the Plan described in this SPD.

Situations Affecting Your Benefits

The Pension Value Plan is designed to provide you with continuing income when your employment ends. However, some situations could affect your benefits. For example:

- If you fail to make proper application for Plan benefits or fail to provide necessary information, your payments may be delayed.
- If you don't keep your most recent address on file and the Company can't locate you, your payments can be delayed. Once you (or your beneficiary, if you die) provide a current address, payments can be made. In the meantime, the benefit will remain in the Plan until it's required to be paid (to the state) under applicable state laws.
- The Internal Revenue Service (IRS) sets maximum limits on the benefit you can receive from the Plan. These limits generally apply to higher-paid employees. You will be notified if they affect you.
- Your Pension Value Plan benefit belongs to you and may not be sold, assigned, transferred, pledged, or garnished, under most circumstances. However, a Qualified Domestic Relations Order (QDRO) may assign to an alternate payee the right to a portion of the benefits payable to you under the Plan. You may contact the Plan Administrator to receive a copy of the Plan's QDRO Procedures, at no charge.
- As required by law, alternate Plan provisions go into effect if the plan becomes "top-heavy." The Plan is top-heavy if more than 60% of cumulative accrued benefits under the Plan are payable to "key employees." Key employees include company officers, highly paid employees who are 1% owners of the company, 5% owners of the company, and their beneficiaries. You will be notified in the unlikely event that the Plan becomes top-heavy.
- If you (or your beneficiary) are unable to care for your own affairs, due to incapacity or if payments are due to a minor, the plan Administrator may decide to pay someone who is authorized to conduct your affairs. This may be your guardian or other legal representative.
- If you're absent from employment due to service in the uniformed services and are subsequently reemployed, you may be entitled to certain rights and benefits. For example, your period of military service may count toward vesting. Only pre-freeze date military service will count for eligibility and benefit service purposes.

Changes to the Pension Value Plan

If There Are Changes

While the Company expects to continue the Plan indefinitely, it reserves the right to amend, modify, suspend, or terminate the Plan (in whole or in part) at any time and for any reason or for no reason, in its sole discretion by action of the Plan Administrator or any duly authorized agent of the Plan Administrator, in such manner as may be duly authorized by the Plan Administrator. If the Plan changes or ends, certain laws apply to protect part or all of your Plan benefits.

The Employee Benefit and Investment Committee ("the Committee") has responsibility as the Plan fiduciary to manage the Plan and vote on proposed changes. Substantive Plan changes approved by the Committee are enacted by a resolution of the Board of Directors of Sony Corporation of America. You'll be notified of any changes that affect your benefit. In addition, although it is intended that the Plan continue indefinitely, the Board of Directors of Sony Corporation of America can terminate the Plan by resolution either completely or partially at any time and for any reason or for no reason in accordance with applicable laws.

However, the Plan can't be changed or terminated in a way that would reduce the value of your accrued benefit from the value on the date of the change or termination. This means that no change to the Plan can reduce the value of your benefit from what you would be entitled to receive if you left Sony immediately before the change.

If the Plan Ends
In the unlikely event that the Plan terminates, to the extent applicable, your vesting may be increased to the extent the Plan's funding allows and, if applicable, law requires it or the Committee otherwise chooses to do so (unless the Plan is being combined with another plan rather than being terminated). The same applies if there is a partial termination affecting you.

Also if the Plan should terminate, the Pension Benefit Guaranty Corporation (PBGC), a government- owned corporation that guarantees certain pension benefits, would protect all or a portion of your benefit. See *Benefit Payments if the Plan Ends* for more information about the PBGC.

Mergers, Consolidations, or Transfers
The Plan can be merged with another plan and/or your benefit transferred to another plan in connection with a corporate transaction. If the Plan is merged or consolidated, or the Plan assets are transferred to another plan, your current earned benefit is protected. Your earned benefit under the new plan, if the Plan were to terminate immediately after the change, would at least equal the amount you would have been entitled to receive if the current pension Plan had been terminated just before the merger, consolidation, or transfer.

Your Legal Rights Under the Plan

As a participant in the Pension Value Plan, you're entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), which are listed below.

Receive Information About Your Plan and Benefits
As a Plan participant, you're entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites, all documents governing the Plan, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

- Obtain a statement showing the value of your Plan benefit and your benefit amount if you stopped working under the Plan now. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries
In addition to creating rights for Plan participants, ERISA imposes duties upon the people responsible for the operation of the Plan. The people who operate your plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights
If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this

was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan documents or the latest annual report from the Plan and don't receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials weren't sent because of reasons beyond the control of the administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court after exhausting the Plan's internal claims procedures (subject to time limitations imposed by the Plan (see *Plan Imposed Claims Limitation*)). In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a Domestic Relations Order or a Medical Child Support Order, you may file suit in federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you're discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court.

The court will decide who should pay court costs and legal fees. If you're successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees—for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator.

If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or:

U.S. Department of Labor
Employee Benefits Security Administration
Division of Technical Assistance and Inquiries
200 Constitution Avenue N.W. Washington, D.C. 20210

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EXHIBIT – A

For Non-Grandfathered* Employees as of December 31, 2006
In order to have received a Frozen Benefit on 12/31/06, you must have been actively employed by a Participating Company before 4/1/06 and be actively employed on 12/31/06.

If you were a Non-Grandfathered Participant on December 31, 2006, here is an example of How Your Frozen Benefit Value Was Determined:

The current PVP Plan formula was used to calculate your frozen benefit value, based on the following as of December 31, 2006:

- Your final average pay - An average of your 5 highest consecutive years of eligible pay (up to the IRS limit for each applicable year) out of the last 10 years.

- Your benefit service - Generally, the time you work in an eligible position, in years and months, for an affiliate or subsidiary of the Company that participates in the Plan.

- Your attained age - Your age in whole years as of January 1 of each calendar year for which you earn benefit service

- Your covered compensation - An average of the Social Security taxable wage base in effect over your assumed working career (35 years).

Your Frozen Plan Benefit Value Grows With Interest
After December 31, 2006, your frozen benefit will be credited with 5% annual interest from January 1, 2007 to the benefit distribution date (even if you leave the Company and defer commencement of your benefit).

For example, if your frozen lump sum benefit as of December 31, 2006 is $10,000, your benefit value as of December 31, 2007 will be $10,500 ($10,000 X 1.05); your benefit value as of December 31, 2008 will be $11,025 ($10,500 X 1.05); and so on until you take a distribution.

Other Plan Provisions Continue Without Change
You will continue to earn service toward vesting and early retirement eligibility while you remain employed with the Company. When you leave the Company, you may select from any of the available forms of payment. As a reminder, if you are married when you commence your benefit, you will need to obtain spousal consent to elect a form of payment other than a joint and survivor annuity. Refer to previous sections in this Summary Plan Description for details.

Benefit Calculation Example
Here's how you earned credits for each year of benefit service:

Age on January 1 of Each Year	Core Credit Percent	Excess Credit Percent
Under age 25	2.00%	1.00%
25 to 29	2.50%	1.00%
30 to 34	3.25%	1.00%
35 to 39	4.00%	1.50%
40 to 44	5.50%	2.00%
45 to 49	7.00%	2.50%
50 to 54	9.00%	3.00%
55 to 59	11.50%	4.00%
60 and above	12.50%	4.00%

Example –
For this example, assume you're age 45 with 9 years of benefit service and a final average pay of $95,000. You were born in 1962, and your age on 01-01-1998, the year you started working for Sony was 35, and covered compensation is $88,500.

Step 1: Determine the Core Credits You've Earned
Using the table above, multiply the years of benefit service you've earned at each age level by the core credits you earn for that level. Here's how this calculation works for this example:

Age on January 1 of Each Year	Core Credits Earned Each Year	Years of Benefits Service Credited at This Level	Core Credits Earned
35 to 39	4.00%	5	**20.00%**
40 to 44	5.50%	4	**22.00%**
Total Core Credits			**42.00%**

Step 2: Determine the Excess Credits You've Earned, if any
The benefit you receive from your excess credits is based on your income above the covered compensation limit. Based on the information in this example, your covered compensation under Social Security is $88,500. Since your final average pay in this example is $6,500 more than $88,500, you will receive excess credits applied to this $6,500. Here's how this calculation works for this example:

Age on January 1 of Each Year	Excess Credits Earned Each Year	Years of Benefits Service Credited at This Level	Excess Credits Earned
35 to 39	1.50%	5	**7.50%**
40 to 44	2.00%	4	**8.00%**
Total Excess Credits			**15.50%**

Step 3: Calculate Your Frozen Pension Value Plan Benefit as a lump sum as of December 31, 2006.

Formula			
1.	Your final average pay		**$95,000.00**
2.	Multiplied by your core credits	**x**	**42.00%**
	Equals your core credit benefit	=	**$39,900.00**
3.	Your final average pay that exceeds your covered compensation		**$6,500.00**
4.	Times total excess credit percent	**x**	**15.50%**
	Equals your excess credit benefit	=	**$1,007.50**
5.	Your core credit benefit		**$39,900.00**
6.	Plus your excess credit benefit	+	**$1,007.50**
	Equals your Pension Value Plan benefit (lump sum value)	=	**$40,907.50**

Step 4: Calculate Your Plan Benefit at Benefit Commencement

The benefit above will be credited with 5% interest from January 1, 2007 to the date you actually commence benefits. For example, if you actually commence benefits at your normal retirement age of 65, your lump sum will be $40,907.50, plus 20 years of interest, for a total benefit of $108,539.78.

As an alternative to a lump sum, the Plan also offers an annuity option that provides you with a steady stream of income for life. If you are married, you will receive an annuity that provides you with income for your life and your spouse with income for his/her remaining life if your spouse outlives you unless you elect (with spousal consent) a different form of payment.

*** Note: A Non-grandfathered employee is an employee who did not meet the PVP Grandfathering criteria as of December 31, 2006. To be a Grandfathered PVP participant as of December 31, 2006, you must have been an active participant on that date and:**

- **You had at least 5 years of vesting service and you age plus years of vesting service total to at least 55 years; or**
- **You had 15 or more years of vesting service (regardless of your age)**

EXHIBIT – B

<u>For Grandfathered* Employees as of April 30, 2012</u>

If you were a Grandfathered Participant on April 30, 2012, Here is an Example of How Your Frozen Benefit Value Was Determined:

The current PVP Plan formula will be used to calculate your frozen benefit value, based on the following as of April 30, 2012:

- Your final average pay - An average of your 5 highest consecutive years of eligible pay (up to the IRS limit for each applicable year) out of the last 10 years.
- Your benefit service - Generally, the time you work in an eligible position, in years and months, for an affiliate or subsidiary of the Company that participates in the Plan.
- Your attained age - Your age in whole years as of January 1 of each calendar year for which you earn benefit service
- Your covered compensation - An average of the Social Security taxable wage base in effect over your assumed working career (35 years).

Your Frozen Plan Benefit Value Grows With Interest

After April 30, 2012, your frozen benefit will be credited with 5% annual interest from May 1, 2012 to the benefit distribution date (even if you leave the Company and defer commencement of your benefit). Simple interest is used for portions of a calendar year and annual interest is used for each full calendar year.
For example, if your frozen lump sum benefit as of April 30, 2012 is $10,000, your benefit value as of December 31, 2012 will be $ 10,333. Your benefit as of December 31, 2013 will be $10,850 ($10,333 X 1.05); your benefit value as of December 31, 2014 will be $11,392 ($10,850 X 1.05); and so on until you take a distribution.

Other Plan Provisions Continue Without Change

You will continue to earn service toward vesting and early retirement eligibility while you remain employed with the Company. When you leave the Company, you may select from any of the available forms of payment (including any forms with survivor benefits). As a reminder, if you are married when you commence your benefit, you will need to obtain spousal consent to elect a form of payment other than a joint and survivor annuity. Refer to previous sections in this Summary Plan Description for details.

Benefit Calculation Example
Below, we show an example to help you understand how the frozen benefit will be calculated.
For this example, assume you were born on January 1, 1962 and were hired on January 1, 1992. Therefore, you are just over age 50 and have worked for Sony since age 30, resulting in 20.3333 years of benefit service. Also assume you have a final average pay of $100,000 on April 30, 2012.

Here's how you earned credits for each year of benefit service:

Age on January 1 of Each Year	Core Credit Percent	Excess Credit Percent
Under age 25	2.00%	1.00%
25 to 29	2.50%	1.00%
30 to 34	3.25%	1.00%
35 to 39	4.00%	1.50%
40 to 44	5.50%	2.00%
45 to 49	7.00%	2.50%
50 to 54	9.00%	3.00%
55 to 59	11.50%	4.00%
60 and above	12.50%	4.00%

Step 1: Determine the Core Credits You've Earned
Using the table above, multiply the years of benefit service you've earned at each age level by the core credits you earn for that level. Here is how this calculation works for this example:

Age on January 1 of Each Year	Core Credits Earned Each Year	Years of Benefits Service Credited at This Level	Core Credits Earned
30 to 34	3.25%	5	**16.25%**
35 to 39	4.00%	5	**20.00%**
40 to 44	5.50%	5	**27.50%**
45 to 49	7.00%	5	**35.00%**
50 to 54	9.00%	0.3333	**3.00%**
Total Core Credits			**101.75%**

Step 2: Determine Your Excess Credits, if Any
Based on the year you were born, your covered compensation under Social Security is $98,064. Since your final average pay is $1,936 more than $98,064, you will receive excess credits applied to this $1,936. Here is how this calculation works for this example:

Age on January 1 of Each Year	**Excess Credits Earned Each Year**	**Years of Benefits Service Credited at This Level**	**Excess Credits Earned**
30 to 34	1.00%	5	**5.00%**
35 to 39	1.50%	5	**7.50%**
40 to 44	2.00%	5	**10.00%**
45 to 49	2.50%	5	**12.50%**
50 to 54	3.00%	0.3333	**1.00%**
Total Core Credits			**36.00%**

Step 3: Calculate Your Frozen Plan Benefit as a Lump Sum as of April 30, 2012.

	Formula	**Example 2**	
1.	Your final average pay		**$100,000.00**
2.	Multiplied by your core credits	**x**	**101.75%**
	Equals your core credit benefit	=	**$101,750.00**
3.	Your final average pay that exceeds your covered compensation		**$1,936.00**
4.	Times total excess credit percent	**x**	**36.00%**
	Equals your excess credit benefit	=	**$696.96**
5.	Your core credit benefit		**$101,750.00**
6.	Plus your excess credit benefit	+	**$696.96**
	Equals your frozen Plan benefit (lump sum value)*	=	**$ 102,446.96**

Step 4: Calculate Your Plan Benefit at Benefit Commencement
The benefit above will be credited with 5% interest from May 1, 2012 to the date you actually commence benefits. For example, if you actually commence benefits at your normal retirement age of 65, your lump sum will be $102,446.96, plus $14^{2}/_{3}$ years of interest, for a total benefit of $209,585.99.

As an alternative to a lump sum, the Plan also offers an annuity option that provides you with a steady stream of income for life. If you are married, you will receive an annuity that provides you with income for your life and your spouse with income for his/her remaining life if your spouse outlives you unless you elect (with spousal consent) a different form of payment.

*** Note: To be a Grandfathered PVP participant as of December 31, 2006, you must have been an active participant on that date and:**

- **You had at least 5 years of vesting service and you age plus years of vesting service total to at least 55 years; or**
- **You had 15 or more years of vesting service (regardless of your age)**