

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 10-K**

(Mark One)

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended September 30, 2013

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number 001-32502

**Warner Music Group Corp.**

(Exact name of Registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**75 Rockefeller Plaza  
New York, NY**

(Address of principal executive offices)

**13-4271875**  
(I.R.S. Employer  
Identification No.)

**10019**  
(Zip Code)

**Registrant's telephone number, including area code: (212) 275-2000**

**Securities registered pursuant to Section 12(b) of the Act: None**

**Securities registered pursuant to Section 12(g) of the Act: None**

Indicate by check mark whether the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulations S-T (§232.405 of this chapter) during the preceding 12 months (or for shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if the disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendments to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Non-accelerated filer

(Do not check if a smaller reporting company)

Accelerated filer

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act.) Yes  No

There is no public market for the Registrant's common stock. As of December 12, 2013 the number of shares of the Registrant's common stock, par value \$0.001 per share, outstanding was 1,055. All of the Registrant's common stock is owned by affiliates of Access Industries, Inc. The Registrant has filed all Exchange Act reports for the preceding 12 months.

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WARNER MUSIC GROUP CORP.

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**ITEM 1. BUSINESS**

**FORWARD-LOOKING STATEMENTS**

*This Annual Report on Form 10-K includes “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These statements are based on current expectations, estimates, forecasts and projections about the industry in which we operate, management’s beliefs and assumptions made by management. Words such as “may,” “will,” “expect,” “intend,” “estimate,” “anticipate,” “believe,” or “continue” or the negative thereof or variations of such words and similar expressions are intended to identify such forward-looking statements. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions, which are difficult to predict. Therefore, actual outcomes and results may differ materially from what is expressed or forecasted in such forward-looking statements. We disclaim any duty to update or revise any forward-looking statements whether as a result of new information, future events or otherwise. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—‘Safe Harbor’ Statement Under Private Securities Litigation Reform Act of 1995.”*

**Introduction**

Warner Music Group Corp. (the “Company”) was formed on November 21, 2003. We are the direct parent of WMG Holdings Corp. (“Holdings”), which is the direct parent of WMG Acquisition Corp. (“Acquisition Corp.”). Acquisition Corp. is one of the world’s major music-based content companies.

*Acquisition of Warner Music Group by Access Industries*

Pursuant to the Agreement and Plan of Merger, dated as of May 6, 2011 (the “Merger Agreement”), by and among the Company, AI Entertainment Holdings LLC (formerly Airplanes Music LLC), a Delaware limited liability company (“Parent”) and an affiliate of Access Industries, Inc. (“Access”), and Airplanes Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Parent (“Merger Sub”), on July 20, 2011 (the “Merger Closing Date”), Merger Sub merged with and into the Company with the Company surviving as a wholly owned subsidiary of Parent (the “Merger”).

On July 20, 2011, in connection with the Merger, each outstanding share of common stock of the Company (other than any shares owned by the Company or its wholly owned subsidiaries, or by Parent and its affiliates, or by any stockholders who were entitled to and who properly exercised appraisal rights under Delaware law, and shares of unvested restricted stock granted under the Company’s equity plan) was cancelled and converted automatically into the right to receive \$8.25 in cash, without interest and less applicable withholding taxes (collectively, the “Merger Consideration”). All unvested restricted stock and shares of common stock of the Company owned by Parent and its affiliates were forfeited immediately prior to the Merger.

On July 20, 2011, we notified the New York Stock Exchange, Inc. (the “NYSE”) of our intent to remove our common stock from listing on the NYSE and requested that the NYSE file with the SEC an application on Form 25 to report the delisting of our common stock from the NYSE. On July 21, 2011, in accordance with our request, the NYSE filed the Form 25 with the SEC in order to provide notification of such delisting and to effect the deregistration of our common stock under Section 12(b) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). On August 2, 2011, we filed a Form 15 with the SEC in order to provide notification of a suspension of our duty to file reports under Section 15(d) of the Exchange Act. Following such suspension, we continued to file reports with the SEC pursuant to the Exchange Act in accordance with certain covenants contained in the instruments governing our outstanding indebtedness. Additionally, we filed two exchange offer registration statements with the SEC in connection with the registration of our 11.50% Senior Unsecured Notes due 2018 issued by Acquisition Corp. (the “Unsecured WMG Notes”) and our 13.75% Senior Notes due 2019 issued by Holdings (the “Holdings Notes”) and the related guarantees by the Company, both of which became

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effective on March 16, 2012. As a result, our obligations to file reports pursuant to Section 15(d) of the Exchange Act were reinstated until the end of our fiscal year ended September 30, 2012 and we have subsequently continued to file Exchange Act reports with the SEC in accordance with certain covenants contained in the instruments covering our outstanding indebtedness. We have included condensed consolidating financial information as a condition to omitting separate financial statements for Acquisition Corp. and Holdings under Section 15(d) of the Exchange Act as permitted by Rule 3-10 of Regulation S-X.

In accordance with United States Generally Accepted Accounting Principles (“GAAP”), we have separated our historical financial results for the period from July 20, 2011 to September 30, 2011 (“Successor”) and for the period from October 1, 2010 to July 19, 2011 (“Predecessor”). In addition, all subsequent periods are also referred to as Successor. Successor periods and the Predecessor periods are presented on different bases and are, therefore, not comparable. However, we have also combined results for the Successor and Predecessor periods for 2011 in the presentations below (and presented as the results for the “twelve months ended September 30, 2011”) because, although such presentation is not in accordance with GAAP, we believe that it enables a meaningful comparison of results. The results for the twelve months ended September 30, 2011 have not been prepared on a pro forma basis under applicable regulations and may not reflect the actual results we would have achieved absent the Merger and the transactions related to the Merger and may not be predictive of future results of operations.

*PLG Acquisition*

On July 1, 2013, the Company completed its acquisition (the “Acquisition”) of Parlophone Label Group (“PLG”). See “Company History” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” for a further discussion of the Acquisition.

*Debt Refinancing and PLG Financing*

On November 1, 2012, the Company completed a refinancing (the “2012 Refinancing”) of its then outstanding senior secured notes due 2016. In connection with the 2012 Refinancing, the Company issued new senior secured notes consisting of \$500 million aggregate principal amount of Senior Secured Notes due 2021 and €175 million aggregate principal amount of Senior Secured Notes due 2021 (the “New Secured Notes”) and entered into new senior secured credit facilities consisting of a \$600 million term loan facility (the “Term Loan Facility”) and a \$150 million revolving credit facility (the “Revolving Credit Facility” and, together with Term Loan Facility, the “New Senior Credit Facilities”).

On May 9, 2013, Acquisition Corp. entered into an amendment to the Term Loan Facility (the “Term Loan Credit Agreement Amendment”), providing for a \$820 million delayed draw senior secured term loan facility (the “Incremental Term Loan Facility”). On July 1, 2013, Acquisition Corp. drew down the \$820 million Incremental Term Loan Facility to fund the acquisition of PLG, pay fees, costs and expenses related to the acquisition and for general corporate purposes of Acquisition Corp. and its subsidiaries.

See “Management’s Discussion and Analysis of Financial Condition and Results of Operations – Financial Condition and Liquidity” and Note 9 of the Notes to Consolidated Financial Statements for a further discussion of the 2012 Refinancing and the Term Loan Credit Agreement Amendment.

**Our Company**

We are one of the world’s major music-based content companies. Our company is composed of two businesses: Recorded Music and Music Publishing. We believe we are the world’s third-largest recorded music company and also the world’s third-largest music publishing company. We are a global company, generating over half of our revenues in more than 50 countries outside of the U.S. We generated revenues of \$2.871 billion during the fiscal year ended September 30, 2013.

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Our Recorded Music business produces revenue primarily through the marketing, sale and licensing of recorded music in various physical (such as CDs, LPs and DVDs) and digital (such as downloads, subscription and streaming) formats. We have one of the world's largest and most diverse recorded music catalogs, including 30 of the top 100 best-selling albums of all time in the U.S. Our Recorded Music business also benefits from additional revenue streams associated with artists, including merchandising, fanclubs, sponsorships, concert promotions and artist management, among other areas. We often refer to these rights as "artist services and expanded-rights" and to the recording agreements which provide us with participations in such rights as "expanded-rights deals" or "360° deals." Prior to intersegment eliminations, our Recorded Music business generated revenues of \$2.389 billion during the fiscal year ended September 30, 2013.

Our Music Publishing business owns and acquires rights to musical compositions, exploits and markets these compositions and receives royalties or fees for their use. We publish music across a broad range of musical styles and hold rights in over one million copyrights from over 65,000 songwriters and composers. Prior to intersegment eliminations, our Music Publishing business generated revenues of \$503 million during the fiscal year ended September 30, 2013.

## **Company History**

Our history dates back to 1929, when Jack Warner, president of Warner Bros. Pictures, founded Music Publishers Holding Company ("MPHC") to acquire music copyrights as a means of providing inexpensive music for films. Encouraged by the success of MPHC, Warner Bros. extended its presence in the music industry with the founding of Warner Bros. Records in 1958 as a means of distributing movie soundtracks and further utilizing actors' contracts. For over 50 years, Warner Bros. Records has led the industry both creatively and financially with the discovery of many of the world's biggest recording artists. Warner Bros. Records acquired Frank Sinatra's Reprise Records in 1963. Our Atlantic Records label was launched in 1947 by Ahmet Ertegun and Herb Abramson as a small New York-based label focused on jazz and R&B and Elektra Records was founded in 1950 by Jac Holzman as a folk music label. Atlantic Records and Elektra Records were merged in 2004 to form the Atlantic Records Group. Since 1970, our international Recorded Music business has been responsible for the sale and marketing of our U.S. recording artists abroad as well as the discovery and development of international recording artists.

Chappell & Intersong Music Group, including Chappell & Co., a company whose history dates back to 1811, was acquired in 1987, expanding our Music Publishing business. We continue to diversify our presence through acquisitions and joint ventures with various labels, such as the acquisition of a majority interest in Word Entertainment ("Word") in 2002, our acquisition of Ryko in 2006, our acquisition of a majority interest in Roadrunner Music Group B.V. ("Roadrunner") in 2007 (we also acquired the remaining interest in Roadrunner in 2010) and the acquisition of music publishing catalogs and businesses, such as the Non-Stop Music production music catalog in 2007 and Southside Independent Music Publishing in 2011.

On July 20, 2011, we completed the Merger with an affiliate of Access pursuant to which Access became the beneficial owner of 100% of our equity and our controlling shareholder.

On July 1, 2013, we completed the acquisition of PLG from Universal Music Group for £487 million subject to a closing working capital adjustment. PLG includes a broad range of some of the world's best-known recordings and classic and contemporary artists spanning a wide array of musical genres. PLG is comprised of the historic Parlophone label and Chrysalis and Ensign labels in the UK, as well as EMI Classics and Virgin Classics, and EMI's recorded music operations in Belgium, Czech Republic, Denmark, France, Norway, Poland, Portugal, Slovakia, Spain and Sweden. PLG's artists include Air, Alain Souchon, Camille, Coldplay, Daft Punk, Danger Mouse, David Bowie, David Guetta, Deep Purple, Duran Duran, Eliza Doolittle, Gorillaz, Iron Maiden, Jean-Louis Aubert, Jethro Tull, Julien Clerc, Kylie Minogue, M. Pokora, Magic System, Pablo Alboran, Pink Floyd, Radiohead, Roxette, Tina Turner and Tinie Tempah, as well as many developing and up-and-coming artists. PLG's EMI Classics and Virgin Classics brand names were not included with the Acquisition. WMG has rebranded these businesses, respectively, as Warner Classics and Erato following the Acquisition.

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Warner Music Group is today home to a collection of record labels, including Asylum, Atlantic, Big Beat, East West, Elektra, Erato, Fueled by Ramen, Nonesuch, Parlophone, Reprise, Rhino, Roadrunner, Rykodisc, Sire, Warner Bros., Warner Classics, Warner Music Nashville and Word, as well as Warner/Chappell Music, one of the world's leading music publishers.

### **Our Business Strengths**

We believe the following competitive strengths will enable us to grow our revenue and increase our margins and cash flow and to continue to generate recurring revenue through our diverse base of Recorded Music and Music Publishing assets:

***Evergreen Catalog of Recorded Music and Music Publishing Content and Vibrant Roster of Recording Artists and Songwriters.*** We believe the depth and quality of our Recorded Music and Music Publishing catalogs stand out, with a collection of owned and controlled evergreen recordings and songs that generate steady cash flows. We believe these assets demonstrate our historical success in developing talent and will help to attract future talent in order to enable our continued success. We have been able to consistently attract, develop and retain successful recording artists and songwriters. Our talented artist and repertoire ("A&R") teams are focused on finding and nurturing future successful recording artists and songwriters, as evidenced by our roster of recording artists and songwriters and our recent successes in our Recorded Music and Music Publishing businesses. With the acquisition of PLG, we have added a stable Recorded Music catalog with an attractive roster with strong new release potential. We believe our relative size, the strength and experience of our management team, our ability to respond to industry and consumer trends and challenges, our diverse array of genres, our large catalog of hit recordings and songs and our A&R skills will help us continue to generate steady cash flows.

***Highly Diversified Revenue Base.*** Our revenue base is derived largely from recurring sources such as our Recorded Music and Music Publishing catalogs and new recordings and songs from our roster of recording artists and songwriters. In any given year, only a small percentage of our total revenue depends on recording artists and songwriters without an established track record and our revenue base does not depend on any single recording artist, songwriter, recording or song. We have built a large and diverse catalog of recordings and songs that covers a wide breadth of musical styles, including pop, rock, jazz, classical, country, R&B, hip-hop, rap, reggae, Latin, alternative, folk, blues, gospel and other Christian music. We are a significant player in each of our major geographic regions. In addition, our acquisition of PLG has increased our capacity in local repertoire in Europe. Continuing to enter into additional expanded-rights deals will further diversify the revenue base of our Recorded Music business.

***Flexible Cost Structure with Low Capital Expenditure Requirements.*** We have a highly variable cost structure, with substantial discretionary spending and minimal capital requirements beyond improving our IT infrastructure. We have contractual flexibility with regard to the timing and amounts of advances paid to recording artists and songwriters as well as discretion regarding future investment in new recording artists and songwriters, which allows us to respond to changing industry conditions. Our significant discretion with regard to the timing and expenditure of variable costs provides us with considerable flexibility in managing our expenses. In addition, our capital maintenance expenditure requirements are predictable. Recently we have made investments to improve our systems and technology platform to enable us to be more agile, innovative and artist-friendly. We had an increased level of capital expenditures in fiscal years 2011 and 2012 as a result of several planned IT infrastructure projects, including the delivery of an SAP enterprise resource planning application in the U.S. for fiscal year 2011 and improvements to our royalty systems for fiscal year 2012. In order to improve operating efficiency, we have begun to develop a long-term capital expenditure plan to upgrade our IT systems, which led to increased levels of capital expenditures in fiscal years 2012 and 2013. We expect to continue increased levels of capital expenditures to upgrade our IT systems in fiscal 2014. We also continue to focus on cost control by seeking sensible opportunities to convert fixed costs to variable costs, to enhance our effectiveness, flexibility, structure and performance by reducing and realigning long-term costs and continuing to implement changes to better align our workforce with the changing nature of the music industry by continuing to shift resources from our physical sales channels to efforts focused on digital distribution and emerging technologies and other new revenue streams.

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**Continued Transition to Higher-Margin Digital Platforms.** We derive revenue from different digital business models and products, including digital downloads of single tracks and albums, digital streaming and subscription services, video streaming and downloads. We have established ourselves as a leader in the music industry's transition to the digital era by expanding our distribution channels through establishing a strong partnership portfolio and developing and enabling the development of innovative products and services, including Internet cloud-based services, to further leverage our content and rights. For the fiscal year ended September 30, 2013, digital revenue represented approximately 38% of our total revenue versus 33% for the fiscal year ended September 30, 2012.

We have integrated the development of innovative digital products and strategies throughout our business and established a culture of product innovation across the Company. Through our digital initiatives we have established strong relationships with our customers and become a leader in the expanding worldwide digital music business. Due to the absence of certain costs associated with physical products, such as manufacturing, distribution, inventory and returns, we continue to experience higher margins on our digital product offerings than our physical product offerings.

**Diversified, Growing and Higher-Margin Revenue Streams through Expanded-Rights Deals.** We have been expanding our relationships with recording artists to partner with them in other areas of their careers by entering into expanded-rights or 360° deals. Under these arrangements, we participate in sources of revenue outside of the recording artist's record sales, such as live performances, merchandising, fan clubs, artist management and sponsorships. We believe we also have improved sponsorship and branding opportunities in connection with PLG. These opportunities have allowed us, and we believe will continue to allow us, to further diversify our revenue base. The vast majority of these agreements are signed with recording artists in the early stages of their careers. As a result, we expect the revenue streams derived from these deals to increase in value over time as we help recording artists on our active global Recorded Music roster gain prominence.

**Strong Management Team and Strategic Investor.** Our management team has continued to successfully implement our business strategy, including delivering strong results in our digital business, which, along with our efforts to diversify our revenue mix, are helping us transform our company. At the same time, management has remained vigilant in managing costs and maintaining financial flexibility. During fiscal 2013, our management team successfully completed the Acquisition and related financing and completed a refinancing of our debt (the 2012 Refinancing). In addition, since our acquisition by Access Industries in July 2011, we have benefited from our partnership with Access, which has provided us with strategic direction and planning support to help us manage the ongoing transition in the recorded music industry.

## **Our Strategy**

We expect to increase revenues and cash flow through the following business strategies:

**Attract, Develop and Retain Established and Emerging Recording Artists and Songwriters.** A critical element of our strategy is to find, develop and retain recording artists and songwriters who achieve long-term success, and we expect to enhance the value of our assets by continuing to attract and develop new recording artists and songwriters with staying power and market potential. Our A&R teams seek to sign talented recording artists who will generate a meaningful level of revenues and increase the enduring value of our catalog on an ongoing basis. We also work to identify promising songwriters who write musical compositions that will augment the lasting value and stability of our music publishing catalog. We regularly evaluate our recording artist and songwriter rosters to ensure that we remain focused on developing the most promising and profitable talent and are committed to maintaining financial discipline in evaluating agreements with artists. We will also continue to evaluate opportunities to add to our catalog or acquire or make investments in companies engaged in businesses that are similar or complementary to ours on a selective basis.

**Maximize the Value of Our Music Assets.** Our relationships with recording artists and songwriters, along with our recorded music and music publishing catalogs are our most valuable assets. We intend to continue to

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exploit the value of these assets through a variety of distribution channels, formats and products to generate significant cash flow from our music-based content. We believe that the ability to monetize our music-based content should improve over time as new distribution channels and the number of formats increase. We will seek to exploit the potential of previously under-monetized content in new channels, formats and product offerings. We will also continue to work with our partners to explore creative approaches and experiment with new deal structures and product offerings to take advantage of new distribution channels.

**Capitalize on Digital Distribution.** The growth of digital formats should continue to produce new means for the distribution, exploitation and monetization of the assets of our Recorded Music and Music Publishing businesses. We believe that the continued development of legitimate online and mobile channels for the consumption of music-based content and increasing access to digital music services present significant promise and opportunity for the music industry. Digital tracks and albums and streaming and subscription services are reasonably priced for the consumer and offer a superior customer experience relative to illegal alternatives. Legitimate digital music is easy to use, fosters discovery, presents gift options, offers uncorrupted, high-quality song files and integrates seamlessly with popular portable music players such as Apple's iPod/iPhone/iPad devices and smartphones which run on operating systems such as Google's Android, RIM's Blackberry and Microsoft's Windows. Quarterly surveys conducted by NPD over the past four years show that legitimate digital music offerings are driving additional uptake from consumers. The size of the digital music consumer market—defined as consumers who bought digital music downloads and/or streamed music in the past three months—grew from a projected 87.5 million consumers in calendar Q2 2010 to a projected 103.0 million consumers in calendar Q2 2013, up 18% over the period. Separate research conducted by NPD in December 2012 reveals that key drivers of such uptake among U.S. Internet consumers age 13+ include ease of finding music through digital stores and services, download purchases made for portable/mobile devices, receipt of digital music gift cards, and a greater level of comfort with buying music digitally for those who started buying or bought more digital songs and/or digital albums; and the ability to listen to unlimited music, access to a wide variety of music, convenience, and ease-of-use for those who started using streaming music services (free/ad-supported or paid subscriptions) in the year covered by the survey. We believe digital distribution will drive incremental Recorded Music catalog sales given the ability to offer enhanced presentation and searchability of our catalog.

We intend to continue to extend our global reach by executing deals with new partners and developing optimal business models that will enable us to monetize our content across various platforms, services and devices. In the United States, in the twelve months ending on September 30, 2013, our Recorded Music digital revenue exceeded physical revenue. Research conducted by NPD in August 2013 shows that a quarter of U.S. Internet consumers age 13+ used Pandora in the second quarter of 2013 and more than 20% used YouTube and about a third listened to music via dedicated on-demand audio streaming services like Spotify or Rhapsody, in the period covered by the survey. In addition, with the number of total smartphone subscribers in 54 key countries around the world expected to reach 2.4 billion by 2017, we expect that the mobile platform will represent an area of significant opportunity for music-based content. Figures from comScore's June 2013 MobiLens data release show that the uptake of music among users of such phones is significant: three-month averages through June 2013 reflect that approximately half of existing smartphone users in the U.S. and 41% of their counterparts across five major European territories (the U.K., Germany, France, Spain and Italy) listened to music downloaded and stored or streamed on their handsets from services such as iTunes, Pandora, iHeartRadio, Deezer and Spotify, among other sources. We believe that demand for music-related products, services and applications that are optimized for smartphones as well as devices like Apple's iPod/iPad will continue to grow with the continued development of these platforms.

**Enter into Expanded-Rights Deals to Form Closer Relationships with Recording Artists and Capitalize on Revenues From Other Areas of the Music Industry.** Since the end of calendar 2005, we have successfully implemented a strategy of entering into expanded-rights deals with new recording artists. This strategy has allowed us to create closer relationships with our recording artists through our provision of additional artist services and greater financial alignment. Expanded-rights deals allow us to diversify our Recorded Music revenue streams and capitalize on ancillary revenues, from merchandising, fan clubs, sponsorship, concert promotion, and artist

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management, among other areas. As part of our strategy, we have built or acquired significant in-house resources to provide additional services to our recording artists and other recording artists. We believe artist services and expanded-rights deals will contribute to Recorded Music revenue growth over time.

**Focus on Continued Management of Our Cost Structure.** We plan to continue to maintain a disciplined approach to cost management in our business and to pursue additional cost savings with a focus on aligning our cost structure with our strategy and optimizing the implementation of our strategy. As part of this focus, we will continue to monitor industry conditions to ensure that our business remains aligned with industry trends. We also plan to continue to aggressively shift resources from our physical sales channels to efforts focused on digital distribution and other new revenue streams. As digital revenue makes up a greater portion of total revenue, we plan to manage our cost structure accordingly. In addition, we will continue to look for opportunities to convert fixed costs to variable costs through realigning or outsourcing certain functions where these initiatives provided for effective additional cost savings. We are constantly monitoring our costs and seeking additional cost savings. As of the completion of our Merger on July 20, 2011, we targeted cost-savings over the next nine fiscal quarters of \$50 million to \$65 million based on identified cost-savings initiatives and opportunities, including targeted savings expected to be realized as a result of shifting from a public to a private company, reduced expenses related to finance, legal and IT and reduced expenses related to certain planned corporate restructuring initiatives. The targeted cost-savings program was completed as of June 30, 2013, one quarter early, achieving savings in the high end of the estimated range. As discussed further in “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” we believe PLG has meaningful operation overlap with our existing recorded music business and, as a result, we currently believe there are potential cost savings and other synergies of approximately \$70 million available and we have undertaken a plan to achieve these cost savings.

**Contain Digital Piracy.** Containing piracy is a major focus of the music industry and we, along with the rest of the industry, continue to take multiple measures through the development of new business models, technological innovation, litigation, education and the promotion of legislation and voluntary agreements to combat piracy, including filing civil lawsuits, participating in education programs, lobbying for tougher anti-piracy legislation and other initiatives to preserve the value of music copyrights. We expect that the effectiveness of technological measures to deter piracy will continue to improve including the ability to automate large-scale takedowns of infringing links, the identification of major brands advertising on rogue sites, sending notices via ISPs to repeat infringers and website/domain blocking. We believe these actions and technologies, in addition to the expansive growth of legitimate online and mobile music offerings, will help to limit the revenue lost to digital piracy. Research conducted by IFPI (defined below) shows that global piracy is on the decline, with the number of pirate users falling from over 30% of the global internet population in July 2012 to 27% of the internet population by July 2013.

**Recorded Music (83%, 81% and 81% of consolidated revenues, before intersegment eliminations, for fiscal year ended September 30, 2013, fiscal year ended September 30, 2012, and twelve months ended September 30, 2011)**

Our Recorded Music business primarily consists of the discovery and development of artists and the related marketing, distribution and licensing of recorded music produced by such artists. We play an integral role in virtually all aspects of the recorded music value chain from discovering and developing talent to producing albums and promoting artists and their products.

In the U.S., our Recorded Music operations are conducted principally through our major record labels—Warner Bros. Records and the Atlantic Records Group. Our Recorded Music operations also include Rhino, a division that specializes in marketing our music catalog through compilations and reissues of previously released music and video titles, as well as in the licensing of recordings to and from third parties for various uses, including film and television soundtracks. We also conduct our Recorded Music operations through a collection of additional record labels, including, among others, Asylum, Big Beat, East West, Elektra, Erato, Fueled by Ramen, Nonesuch, Parlophone, Reprise, Roadrunner, Rykodisc, Sire, Warner Classics, Warner Music Nashville and Word.

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Outside the U.S., our Recorded Music activities are conducted in more than 50 countries primarily through various subsidiaries, affiliates and non-affiliated licensees. Internationally we engage in the same activities as in the U.S.: discovering and signing artists and distributing, marketing and selling their recorded music. In most cases, we also market and distribute the records of those artists for whom our domestic record labels have international rights. In certain smaller markets, we license to unaffiliated third-party record labels the right to distribute our records. Our international artist services operations also include a network of concert promoters through which we provide resources to coordinate tours for our artists and other artists.

Our Recorded Music distribution operations include Warner-Elektra-Atlantic Corporation (“WEA Corp.”), which markets and sells music and video products to retailers and wholesale distributors in the U.S., Alternative Distribution Alliance (“ADA”), which distributes the products of independent labels to retail and wholesale distributors in the U.S.; various distribution centers and ventures operated internationally, an 80% interest in Word, which specializes in the distribution of music products in the Christian retail marketplace, and our worldwide artist and label-services organization, including ADA Worldwide, which provides distribution services outside of the U.S. through a network of affiliated and non-affiliated distributors.

In addition to our Recorded Music products being sold in physical retail outlets, our Recorded Music products are also sold in physical form to online physical retailers such as Amazon.com, barnesandnoble.com and bestbuy.com and in digital form to digital download services such as Apple’s iTunes and Google Play, and are otherwise exploited by digital subscription services such as Spotify, Rhapsody and Deezer, and digital radio services such as Pandora, iTunes Radio and iHeart Radio.

We have integrated the sale of digital content into all aspects of our Recorded Music and Music Publishing businesses including A&R, marketing, promotion and distribution. Our business development executives work closely with A&R departments to make sure that while a record is being made, digital assets are also created with all distribution channels in mind, including subscription services, social networking sites, online portals and music-centered destinations. We also work side by side with our mobile and online partners to test new concepts. We believe existing and new digital businesses will be a significant source of growth for at least the next several years and will provide new opportunities to successfully monetize our assets and create new revenue streams. The proportion of digital revenues attributed to each distribution channel varies by region and proportions may change as the roll out of new technologies continues. As an owner of musical content, we believe we are well positioned to take advantage of growth in digital distribution and emerging technologies to maximize the value of our assets.

We are also diversifying our revenues beyond our traditional businesses by entering into expanded-rights deals with recording artists in order to partner with artists in other areas of their careers. Under these agreements, we provide services to and participate in artists’ activities outside the traditional recorded music business. We built artist services capabilities and platforms for exploiting this broader set of music-related rights and participating more broadly in the monetization of the artist brands we help create.

We believe that entering into artist services and expanded-rights deals and enhancing our artist services capabilities will permit us to diversify revenue streams and capitalize on revenue opportunities in merchandising, fan clubs, sponsorship, concert promotion and touring. This will provide for improved long-term relationships with artists and allow us to more effectively connect artists and fans.

*A&R*

We have a decades-long history of identifying and contracting with recording artists who become commercially successful. Our ability to select artists who are likely to be successful is a key element of our Recorded Music business strategy and spans all music genres and all major geographies and includes artists who achieve national, regional and international success. We believe that this success is directly attributable to our experienced global team of A&R executives, to the longstanding reputation and relationships that we have developed in the artistic community and to our effective management of this vital business function.

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In the U.S., our major record labels identify potentially successful recording artists, sign them to recording agreements, collaborate with them to develop recordings of their work and market and sell these finished recordings to retail stores and legitimate digital channels. Increasingly, we are also expanding our participation in image and brand rights associated with artists, including merchandising, sponsorships, touring and artist management. Our labels scout and sign talent across all major music genres, including pop, rock, jazz, classical, country, R&B, hip-hop, rap, reggae, Latin, alternative, folk, blues, gospel and other Christian music. Internationally we market and sell U.S. and local repertoire through our network of affiliates and licensees in more than 50 countries. With a roster of local artists performing in various local languages throughout the world, we have an ongoing commitment to developing local talent aimed at achieving national, regional or international success.

Many of our recording artists continue to appeal to audiences long after we cease to release their new recordings. We have an efficient process for sustaining sales across our catalog releases. Relative to our new releases, we spend comparatively small amounts on marketing for our catalog.

We maximize the value of our catalog of recorded music through our Rhino business unit and through activities of each of our record labels. We use our catalog as a source of material for re-releases, compilations, box sets and special package releases, which provide consumers with incremental exposure to familiar songs and artists.

**Representative Worldwide Recorded Music Artists**

3Oh!3	Deftones	James Blunt	Never Shout Never	Skillet
a-Ha	Jason Derulo	Katherine Jenkins	Nickelback	Skrillex
Air	Disturbed	Jethro Tull	Stevie Nicks	Slipknot
Airbourne	Donkeyboy	Johnny Hallyday	Notorious B.I.G.	The Smiths
Jean-Louis Aubert	The Doors	Julien Clerc	Paolo Nutini	Regina Spektor
Avenged Sevenfold	Dream Theater	k.d. lang	Opeth	Staind
B.o.B	Duran Duran	Kid Rock	Pablo Alboran	Rod Stewart
The Baseballs	Eagles	Killswitch Engage	Panic! At the Disco	The Streets
Jeff Beck	Brett Eldrege	Kobukuro	Pantera	Alain Souchon
Bee Gees	Eliza Doolittle	Korn	Paramore	Stone Sour
Biffy Clyro	Missy Elliott	Jana Kramer	Laura Pausini	Stone Temple Pilots
Big & Rich	The Enemy	Larry the Cable Guy	Pendulum	Superfly
Billy Talent	Enya	Hugh Laurie	Christina Perri	Mariya Takeuchi
Birdy	Estelle	Led Zeppelin	Peter Fox	Serj Tankian
The Black Keys	Jimmy Fallon	Ligabue	Tom Petty	Tegan and Sara
Black Sabbath	Flaming Lips	Lily Allen	Pink Floyd	Tina Turner
Blur	Fleetwood Mac	Linkin Park	Plan B	Timie Tempah
Miguel Bosé	Flo Rida	Lupé Fiasco	Plies	Theory of a Deadman
Michelle Branch	Aretha Franklin	Lynyrd Skynyrd	Primal Scream	Rob Thomas
Bruno Mars	Foreigner	M. Pokora	R.E.M.	Rush
Michael Bublé	fun.	Machine Head	Radiohead	T.I.
Camille	Genesis	Christophe Maé	The Ramones	Theophilus London
The Cars	Gloriana	Magic System	Randy Travis	Trans-Siberian Orchestra
Cee Lo Green	Gnarls Barkley	Maná	The Ready Set	Trey Songz
Tracy Chapman	Gojira	Mastodon	Red Hot Chili Peppers	Twisted Sister
Ray Charles	Goo Goo Dolls	matchbox twenty	Damien Rice	Uncle Kracker
Cher	Josh Groban	MC Solaar	Kenny Rodgers	Van Halen
Chicago	Grateful Dead	Megadeath	Roxette	Paul Wall
Eric Clapton	Green Day	Bette Midler	Rumer	Westernhagen
Cobra Starship	Gorillaz	Luis Miguel	Todd Rundgren	Wilco
Coldplay	Gucci Mane	Kylie Minogue	Alejandro Sanz	Wiz Khalifa
Phil Collins	David Guetta	Janelle Monáe	Jill Scott	The Wombats
Alice Cooper	Gym Class Heroes	The Monkees	Seal	Neil Young
The Corrs	Halestorm	Jason Mraz	Sean Paul	Young the Giant
Crosby, Stills & Nash	Hard-Fi	Murderdolls	Seed	Youssou N'Dour
Sheryl Crow	Emmylou Harris	Muse	Ed Sheeran	Zac Brown Band
Daft Punk	Hunter Hayes	Musiq Soulchild	Blake Shelton	ZZ Top
Danger Mouse	Faith Hill	My Chemical Romance	Shinedown	
David Bowie	Iron Maiden	Nek	Sigur Ros	
Death Cab for Cutie	Jaheim	New Order	Simple Plan	

*Recording Artists' Contracts*

Our artists' contracts define the commercial relationship between our recording artists and our record labels. We negotiate recording agreements with artists that define our rights to use the artists' copyrighted recordings. In accordance with the terms of the contract, the artists receive royalties based on sales and other forms of exploitation of the artists' recorded works. We customarily provide up-front payments to artists called advances, which are recoupable by us from future royalties otherwise payable to artists. We also typically pay costs associated with the recording and production of albums, which in certain countries are treated as advances recoupable by us from future royalties. Our typical contract for a new artist covers a single initial album and provides us with a series of options to acquire subsequent albums from the artist. Royalty rates and advances are often increased for subsequent albums for which we have exercised our options. Many of our contracts contain a commitment from the record label to fund video production costs, at least a portion of which in certain countries is treated as advances recoupable by us from future royalties.

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Our established artists' contracts generally provide for greater advances and higher royalty rates. Typically, established artists' contracts entitle us to fewer albums, and, of those, fewer are optional albums. In contrast to new artists' contracts, which typically give us ownership in the artist's work for the full term of copyright, some established artists' contracts provide us with an exclusive license for some fixed period of time. It is not unusual for us to renegotiate contract terms with a successful artist during the term of their existing agreement, sometimes in return for an increase in the number of albums that the artist is required to deliver.

While the duration of the contract may vary, our contracts typically grant us ownership for the duration of copyright. See "Intellectual Property-Copyrights." U.S. copyright law permits authors or their estates to terminate an assignment or license of copyright (for the U.S. only) after a set period of time in certain circumstances. See "Risk Factors—We face a potential loss of catalog to the extent that recording artists have a right to recapture rights in their recordings under the U.S. Copyright Act."

We are also continuing to transition to other forms of business models with recording artists to adapt to changing industry conditions. The vast majority of the recording agreements we currently enter into are expanded-rights deals, in which we share in the touring, merchandising, sponsorship/endorsement, fan club or other non-traditional music revenues associated with those artists.

### *Marketing and Promotion*

Our approach to marketing and promoting our artists and their recordings is comprehensive. Our goal is to maximize the likelihood of success for new releases as well as to stimulate the success of catalog releases. We seek to maximize the value of each release, and to help our artists develop an image that maximizes appeal to consumers.

We work to raise the profile of our artists, through an integrated marketing approach that covers all aspects of their interactions with music consumers. These activities include helping the artist develop creatively in each album release, setting strategic release dates and choosing radio singles, creating concepts for videos that are complementary to the artists' work and coordinating the promotion of albums to radio and television outlets. We also continue to experiment with ways to promote our artists through digital channels with initiatives such as windowing of content and creating product bundles by combining our existing album assets with other assets, such as bonus tracks and music videos. Digital distribution channels create greater marketing flexibility that can be more cost effective. For example, direct marketing is possible through access to consumers via websites and pre-release activity can be customized. When possible, we seek to add an additional personal component to our promotional efforts by facilitating television and radio coverage or live appearances for our key artists. Our corporate, label and artist websites provide additional marketing venues for our artists.

Before and after the release of an album, we coordinate and execute a marketing plan that addresses specific digital and physical retail strategies to promote the album. Aspects of these promotions include in-store appearances, advertising, displays and placement in album listening stations. These activities are overseen by our label marketing staffs to ensure that maximum visibility is achieved for the artist and the release.

Our approach to the marketing and promotion of recorded music is carefully coordinated to create the greatest sales momentum, while maintaining financial discipline. We have significant experience in our marketing and promotion departments, which we believe allows us to achieve an optimal balance between our marketing expenditure and the eventual sales of our artists' recordings. We use a budget-based approach to plan marketing and promotions, and we monitor all expenditures related to each release to ensure compliance with the agreed-upon budget. These planning processes are regularly evaluated based on updated artist retail sales reports and radio airplay data, so that a promotion plan can be quickly adjusted if necessary.

While marketing efforts extend to our catalog, most of the expenditure is directed toward new releases. Rhino specializes in marketing our catalog through compilations and reissues of previously released music and video titles, licensing tracks to third parties for various uses and coordinating film and television soundtrack opportunities with third-party film and television producers and studios.

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*Manufacturing, Packaging and Physical Distribution*

Cinram International Inc. (collectively, with its affiliates and subsidiaries, “Cinram”) is currently our primary supplier of manufacturing, packaging and physical distribution services in the U.S., Canada and part of Europe. We believe that the pricing terms of our Cinram agreements reflect market rates. Pursuant to the terms of our agreement with Cinram, we have the option to use third-party vendors for up to a certain percentage of the volume provided to us during the 2010 calendar year by Cinram (and up to a higher percentage upon the occurrence of certain events). We also have arrangements with other suppliers and distributors as part of our manufacturing, packaging and physical distribution network throughout the rest of the world.

*Sales*

We generate sales from the new releases of current artists and our catalog of recordings. In addition, we actively repackage music from our catalog to form new compilations. Our sales are generated in CD format, as well as through historical formats, such as vinyl albums, and digital formats including downloads and streaming.

Most of our physical sales represent purchases by a wholesale or retail distributor. Our sale and return policies are in accordance with wholesale and retailer requirements, applicable laws and regulations, territory- and customer-specific negotiations, and industry practice. We attempt to minimize the return of unsold product by working with retailers to manage inventory and SKU counts as well as monitoring shipments and sell-through data.

We sell our physical recorded music products through a variety of different retail and wholesale outlets including music specialty stores, general entertainment specialty stores, supermarkets, mass merchants and discounters, independent retailers and other traditional retailers. Although some of our retailers are specialized, many of our customers offer a substantial range of products other than music. The digital sales channel—both online and mobile—has become an increasingly important sales channel. Online sales include sales of traditional physical formats through both the online distribution arms of traditional retailers such as fye.com and walmart.com and traditional online physical retailers such as amazon.com, bestbuy.com and barnesandnoble.com. In addition, there has been a proliferation of legitimate online sites, which sell digital music on a per-album or per-track basis or offer subscription and streaming services. Several carriers also offer their subscribers the ability to download music on mobile devices. We currently partner with a broad range of online and mobile providers, such as Amazon, Apple, Deezer, KKBox, Orange, Rdio, Rhapsody, Spotify, SFR, Telia, Telenor, Vodafone, Virgin Media, YouTube and Google, and are actively seeking to develop and grow our digital business. In digital formats, per-unit costs related directly to physical products such as manufacturing, distribution, inventory and return costs do not apply. While there are some digital-specific variable costs and infrastructure investments needed to produce, market and sell digital products, it is reasonable to expect that we will generally derive a higher contribution margin from digital sales than physical sales.

Our agreements with online and mobile service providers generally last one to three years. We believe that the short-term nature of our contracts enables us to maintain the flexibility that we need given the continuing changes to the digital business models.

We enter into agreements with digital service providers to make our masters available for access in digital formats (e.g., digital downloads, streaming, mobile ringtones, etc.). We then provide digital assets for our masters to digital service providers in accessible form. Our agreements with digital service providers establish our fees for the sale of our product, which vary based on the type of product being sold. We typically receive sales accounting reports from digital service providers on a monthly basis, detailing the sales activity, with payments rendered on a monthly or quarterly basis.

Our business has historically been seasonal. In the recorded music business, purchases have historically been heavily weighted towards the last three months of the calendar year. However, since the emergence of digital sales, we have noted our business is becoming less seasonal in nature and driven more by the timing of

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our releases. As digital revenue increases as a percentage of our total revenue, this may continue to affect the overall seasonality of our business. However, seasonality with respect to the sale of music in new formats, such as digital, is still developing.

**Music Publishing (17%, 19% and 19% of consolidated revenues, before intersegment eliminations, for fiscal year ended September 30, 2013, fiscal year ended September 30, 2012, and twelve months ended September 30, 2011)**

Where recorded music is focused on exploiting a particular recording of a composition, music publishing is an intellectual property business focused on the exploitation of the composition itself. In return for promoting, placing, marketing and administering the creative output of a songwriter, or engaging in those activities for other rightsholders, our music publishing business garners a share of the revenues generated from use of the composition.

Our music publishing operations include Warner/Chappell, our global music publishing company headquartered in Los Angeles with operations in over 50 countries through various subsidiaries, affiliates and non-affiliated licensees. We own or control rights to more than one million musical compositions, including numerous pop hits, American standards, folk songs and motion picture and theatrical compositions. Assembled over decades, our award-winning catalog includes over 65,000 songwriters and composers and a diverse range of genres including pop, rock, jazz, classical, country, R&B, hip-hop, rap, reggae, Latin, folk, blues, symphonic, soul, Broadway, techno, alternative, gospel and other Christian music. Warner/Chappell also administers the music and soundtracks of several third-party television and film producers and studios, including Lucasfilm, Ltd., Hallmark Entertainment and Disney Music Publishing. Since 2012, Warner/Chappell has been making an effort to augment its film and TV music business, with the acquisitions of certain songs and recordings from numerous critically acclaimed films and TV shows. These acquisitions will help Warner/Chappell take advantage of the higher margins and strong synchronization and performance income in the TV/film space. Our production music library business includes Non-Stop Music, Groove Addicts Production Music Library, Carlin Recorded Music Library and 615 Music, collectively branded as Warner/Chappell Production Music.

**Music Publishing Portfolio**

*Representative Songwriters*

Beyoncé	Led Zeppelin	Cole Porter
Michelle Branch	Lil Wayne	Radiohead
Bruno Mars	Little Big Town	The Ramones
Michael Bublé	Madonna	Red Hot Chili Peppers
Eric Clapton	Maná	R.E.M.
Bryan-Michael Cox	James Otto	Damien Rice
Dido	Jay Z	Alejandro Sanz
Dream	Johnny Mercer	Stephen Sondheim
fun.	George Michael	Staind
Kenneth Gamble and Leon Huff	Van Morrison	T.I.
George and Ira Gershwin	Muse	Timbaland
Barry Gibb	Tim Nichols	Van Halen
Green Day	Nickelback	Kurt Weill
Dave Grohl	Harry Nilsson	Barry White
Wayne Hector	Paramore	John Williams
Don Henley	Katy Perry	Lucinda Williams
Claude Kelly	Plain White T's	Rob Zombie
Lady Antebellum		

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*Representative Songs*

<u>1950s and Prior</u>	<u>1960s</u>	<u>1970s</u>
As Time Goes By	Build Me Up Buttercup	A Horse With No Name
Dream A Little Dream Of Me	Everyday People	Ain't No Stopping Us Now
Frosty The Snowman	For What It's Worth	Hot Stuff
Happy Birthday To You	I Only Want To Be With You	Killing Me Softly
Jingle Bell Rock	Save The Last Dance For Me	Layla
Misty	This Magic Moment	Listen To The Music
Night And Day	Viva Las Vegas	Moondance
Summertime	Walk On By	Stairway To Heaven
When I Fall In Love	When A Man Loves A Woman	Star Wars Theme
Winter Wonderland	Whole Lotta Love	Staying Alive

  

<u>1980s</u>	<u>1990s</u>	<u>2000s</u>	<u>2010 and after</u>
Celebration	Amazed	American Idiot	Black & Yellow
Endless Love	Believe	Complicated	Firework
Eye Of The Tiger	Creep	Crazy	Grenade
Flashdance	Gonna Make You Sweat	Crazy In Love	Just The Way You Are
Indiana Jones Theme	Livin' La Vida Loca	Gotta Be Somebody	Last Friday Night (T.G.I.F.)
Jump	Losing My Religion	Hey There Delilah	Lighters
Like A Prayer	Macarena	Home	No Hands
Morning Train	Smooth	I Kissed A Girl	Rocketeer
Slow Hand	Sunny Came Home	Rockstar	Somebody That I Used To Know
The Wind Beneath My Wings	This Kiss	White Flag	We Are Young

*Music Publishing Royalties*

Warner/Chappell, as a copyright owner and/or administrator of copyrighted musical compositions, is entitled to receive royalties for the exploitation of musical compositions. We continually add new musical compositions to our catalog, and seek to acquire rights in songs that will generate substantial revenue over long periods of time.

Music publishers generally receive royalties pursuant to mechanical, public performance, synchronization and other licenses. In the U.S., music publishers collect and administer mechanical royalties, and statutory rates are established by the U.S. Copyright Act of 1976, as amended, for the royalty rates applicable to musical compositions for sales of recordings embodying those musical compositions. In the U.S., public performance royalties are typically administered and collected by performing rights organizations and in most countries outside the U.S., collection, administration and allocation of both mechanical and performance income are undertaken and regulated by governmental or quasi-governmental authorities. Throughout the world, each synchronization license is generally subject to negotiation with a prospective licensee and, by contract, music publishers pay a contractually required percentage of synchronization income to the songwriters or their heirs and to any co-publishers.

Warner/Chappell acquires copyrights or portions of copyrights and/or administration rights from songwriters or other third-party holders of rights in compositions. Typically, in either case, the grantor of rights retains a right to receive a percentage of revenues collected by Warner/Chappell. As an owner and/or administrator of compositions, we promote the use of those compositions by others. For example, we encourage recording artists to record and include our songs on their albums, offer opportunities to include our compositions in filmed entertainment, advertisements and digital media and advocate for the use of our compositions in live stage productions. Examples of music uses that generate publishing revenues include:

Performance: performance of the song to the general public

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- Broadcast of music on television, radio, cable and satellite
- Live performance at a concert or other venue (e.g., arena concerts, nightclubs)
- Broadcast of music at sporting events, restaurants or bars
- Performance of music in staged theatrical productions

Mechanical: sale of recorded music in various physical formats

- Physical recordings such as CDs, LPs, and DVDs

Synchronization: use of the song in combination with visual images

- Films or television programs
- Television commercials
- Videogames
- Merchandising, toys or novelty items

Digital:

- Digital download services
- Subscription services
- Online and mobile streaming

Other:

- Licensing of copyrights for use in printed sheet music

### *Composers' and Lyricists' Contracts*

Warner/Chappell derives its rights through contracts with composers and lyricists (songwriters) or their heirs, and with third-party music publishers. In some instances, those contracts grant either 100% or some lesser percentage of copyright ownership in musical compositions and/or administration rights. In other instances, those contracts only convey to Warner/Chappell rights to administer musical compositions for a period of time without conveying a copyright ownership interest. Our contracts grant us exclusive exploitation rights in the territories concerned excepting any pre-existing arrangements. Many of our contracts grant us rights on a worldwide basis. Warner/Chappell customarily possesses administration rights for every musical composition created by the writer or composer during the duration of the contract.

While the duration of the contract may vary, many of our contracts grant us ownership and/or administration rights for the duration of copyright. See "Intellectual Property-Copyrights". U.S. copyright law permits authors or their estates to terminate an assignment or license of copyright (for the U.S. only) after a set period of time. See "Risk Factors—We face a potential loss of catalog to the extent that recording artists have a right to recapture rights in their recordings under the U.S. Copyright Act."

### **Competition**

In both Recorded Music and Music Publishing we compete based on price (to retailers in recorded music and to various end users in music publishing), on marketing and promotion (including both how we allocate our marketing and promotion resources as well as how much we spend on a dollar basis) and on artist signings. We believe we currently compete favorably in these areas.

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Our Recorded Music business is also dependent on technological development, including access to, selection and viability of new technologies, and is subject to potential pressure from competitors as a result of their technological developments. In recent years, due to the growth in piracy, we have been forced to compete with illegal channels such as unauthorized, online, peer-to-peer filesharing and CD-R activity. See “Industry Overview—Recorded Music—Piracy.” Additionally, we compete, to a lesser extent, for disposable consumer income with alternative forms of entertainment, content and leisure activities, such as cable and satellite television, pre-recorded films on DVD, the Internet, computers, mobile applications and videogames.

The recorded music industry is highly competitive based on consumer preferences, and is rapidly changing. At its core, the recorded music business relies on the exploitation of artistic talent. As such, competitive strength is predicated upon the ability to continually develop and market new artists whose work gains commercial acceptance. According to Music and Copyright, in 2012, the four largest major record companies were Universal, Sony, us and EMI (prior to the close of Universal’s acquisition of EMI’s recorded music division in September 2012 and our acquisition of PLG in July 2013), which collectively accounted for 76% of worldwide recorded music sales. There are many mid-sized and smaller players in the industry that accounted for the remaining 24%, including independent music companies. Universal was the market leader with a 32% worldwide market share in 2012, followed by Sony with a 22% share. We and EMI held 15% and 7% shares of worldwide recorded music sales, respectively.

The music publishing business is also highly competitive. The top four music publishers (prior to the close of the sale of EMI’s music publishing division to a consortium including Sony Corporation of America) collectively accounted for approximately 67% of the market. Based on Music & Copyright’s most recent estimates published in May 2013, Universal, having acquired BMG Music Publishing Group in 2007, was the market leader in music publishing in 2012, holding a 23% global share. EMI was the second largest music publisher with a 19% share (prior to its sale to a consortium including Sony Corporation of America), followed by us (Warner/Chappell) at 14% and Sony/ATV at 12%. Independent music publishers represent the balance of the market, as well as many individual songwriters who publish their own works.

In 2012, Universal closed its acquisition of EMI’s recorded music division and a group including Sony Corporation of America (an affiliate of Sony/ATV) closed its acquisition of EMI’s music publishing division, each of which were contingent upon the divestiture of certain assets. The sale of EMI’s recorded music division may affect the competitive landscape among the major record companies going forward. The sale of EMI’s music publishing division may affect the competitive landscape among the major music publishers going forward. See “Risk Factors—Consolidation in our industry may materially and adversely affect our ability to compete.”

## **Intellectual Property**

### ***Copyrights***

Our business, like that of other companies involved in music publishing and recorded music, rests on our ability to maintain rights in musical works and recordings through copyright protection. In the U.S., copyright protection for works created as “works made for hire” ( *e.g.*, works of employees or certain specially commissioned works) on or after January 1, 1978 generally lasts for 95 years from first publication or 120 years from creation, whichever expires first. The period of copyright protection for works created on or after January 1, 1978 that are not “works made for hire” lasts for the life of the author plus 70 years. Works created and published or registered in the U.S. prior to January 1, 1978 generally enjoy a total copyright life of 95 years, subject to compliance with certain statutory provisions including notice and renewal. In the U.S., sound recordings created prior to February 15, 1972 are not subject to federal copyright protection but are protected by common law rights or state statutes, where applicable. The term of copyright in the European Union (“E.U.”) for musical compositions in all member states lasts for the life of the author plus 70 years. In the E.U., the term of copyright for sound recordings lasts for 70 years from the date of release in respect of sound recordings that were still in copyright on November 1, 2013 and for 50 years from date of release in respect of sound recordings the

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copyright in which had expired by that date. The E.U. also recently harmonized the copyright term for joint musical works. In the case of a musical composition with words that is protected by copyright on or after November 1, 2013, E.U. member states are required to calculate the life of the author plus 70 years term from the date of death of the last surviving author of the lyrics and the composer of the musical composition, provided that both contributions were specifically created for the respective song.

We are largely dependent on legislation in each territory in which we operate to protect our rights against unauthorized reproduction, distribution, public performance or rental. In all territories where we operate, our products receive some degree of copyright protection, although the extent of effective protection varies widely. In a number of developing countries, the protection of copyright remains inadequate.

Technological changes have focused attention on the need for new legislation that will adequately protect the rights of producers. We actively lobby in favor of industry efforts to increase copyright protection and support the efforts of organizations such as the Recording Industry Association of America (“RIAA”), International Federation of the Phonographic Industry (“IFPI”) and the World Intellectual Property Organization (“WIPO”).

### **Trademarks**

We consider our trademarks to be valuable assets to our business. As such, we endeavor to register our major trademarks in every country where we believe the protection of these trademarks is important for our business. Our major trademarks include Atlantic, Elektra, Sire, Reprise, Parlophone, Rhino, WEA and Warner/Chappell. We also use certain trademarks pursuant to royalty-free license agreements. Of these, the duration of the license relating to the WARNER and WARNER MUSIC marks and “W” logo is perpetual. The duration of the license relating to the WARNER BROS. RECORDS mark and WB & Shield designs is fifteen years from February 29, 2004. Each of the licenses may be terminated under certain limited circumstances, which may include material breaches of the agreement, certain events of insolvency, and certain change of control events if we were to become controlled by a major filmed entertainment company. We actively monitor and protect against activities that might infringe, dilute, or otherwise harm our trademarks.

### **Joint Ventures**

We have entered into joint venture arrangements pursuant to which we or our various subsidiary companies manufacture, distribute and market (in most cases, domestically and internationally) recordings owned by the joint ventures. An example of this arrangement is Frank Sinatra Enterprises, a joint venture established to administer licenses for use of Frank Sinatra’s name and likeness and manage all aspects of his music, film and stage content.

### **Employees**

As of September 30, 2013, we employed approximately 4,325 persons worldwide, including temporary and part-time employees as well as approximately 550 employees that were added with the acquisition of PLG. PLG has meaningful operation overlap with the Company and, as a result, we are in the process of implementing restructuring and other cost-savings initiatives subsequent to the completion of the Acquisition. None of our employees in the U.S. is subject to a collective bargaining agreement, although certain employees in our non-domestic companies are covered by national labor agreements. We believe that our relationship with our employees is good.

### **Financial Information About Segments and Foreign and Domestic Operations**

Financial and other information by segment, and relating to foreign and domestic operations, for each of the last three fiscal years is set forth in Note 17 to the Consolidated Audited Financial Statements.

## INDUSTRY OVERVIEW

### Recorded Music

Recorded music is one of the primary mediums of entertainment for consumers worldwide and in calendar year 2012, according to IFPI, generated \$16.5 billion in trade value of sales. Over time, major recorded music companies have built significant recorded music catalogs, which are long-lived assets that are exploited year after year. The sale of catalog material is typically more profitable than that of new releases, given lower development costs and more limited marketing costs. Through the end of calendar Q3 2013 (i.e., the week ending September 29, 2013), according to SoundScan, 49% of all calendar year-to-date U.S. album unit sales were from recordings more than 18 months old, with 40% from recordings more than three years old.

According to IFPI, the top five territories (the U.S., Japan, the U.K., Germany and France) collectively accounted for 76% of the related sales in the recorded music market in calendar year 2012. The U.S., which is the most significant exporter of music, is also the largest territory for recorded music sales, constituting 27% of total calendar year 2012 recorded music sales on a trade value basis. The U.S. and Japan are largely local music markets, with 93% and 85% of their calendar year 2012 physical music sales consisting of domestic repertoire, respectively. In contrast, markets like the U.K. have higher percentages of international sales, with domestic repertoire in that territory constituting a relatively lower 52% of album unit sales and 44% of singles unit sales.

There has been a major shift in distribution of recorded music from specialty shops towards mass-market and online retailers in recent years. According to RIAA, record stores' share of U.S. music sales declined from 45% in calendar year 1999 to 30% in calendar year 2008, and according to the market research firm NPD, record/entertainment/electronics stores' share of U.S. music sales totaled 18% in 2009. Over the course of the last decade, U.S. mass-market and other stores' share grew from 38% in calendar 1999 to 54% in calendar year 2004, and with the subsequent growth of sales via online channels since that time, their share contracted to 28% in calendar year 2008. Mass-market retailers accounted for 21% of total industry unit sales calculated on a total album plus digital track equivalent (ten tracks per album) unit basis in the U.S. in calendar year 2012, according to SoundScan data. In recent years, online sales of physical product as well as digital downloads have grown to represent an increasing share of U.S. sales and combined they accounted for 63% of total industry unit sales in calendar year 2012. In terms of genre, rock remains the most popular style of music in the U.S., representing 37% of album unit sales and 24% of digital track unit sales in the U.S. in calendar year 2013 through September 29, although genres such as rap/hip-hop, R&B, country, pop and Latin music are also popular.

According to RIAA, from calendar years 1990 to 1999, the U.S. recorded music industry grew at a compound annual growth rate of 7.6%. This growth, largely paralleled around the world, was driven by demand for music, the replacement of vinyl LPs and cassettes with CDs, price increases and strong economic growth. The industry began experiencing negative growth rates in calendar year 1999, on a global basis, primarily driven by an increase in digital piracy. Other drivers of this decline were and are the overall recessionary economic environment, bankruptcies of record retailers and wholesalers, growing competition for consumer discretionary spending and retail shelf space and the maturation of the CD format, which has slowed the historical growth pattern of recorded music sales. Since that time, annual dollar sales of physical music product in the U.S. are estimated to have declined at a compound annual growth rate of 12%, although there was a 2.5% year-over-year increase recorded in 2004. In calendar year 2012, the physical business experienced a 17% year-over-year decline on a value basis. Performance in calendar year 2013 thus far has been somewhat more encouraging, although it remains to be seen if this can be sustained. According to SoundScan, through the end of calendar Q3 2013 (i.e., the week ending September 29, 2013), calendar year-to-date U.S. recorded music album unit sales (excluding sales of digital tracks) were down just 6% year-over-year. According to SoundScan, adding digital track sales to the unit album totals based on SoundScan's standard ten-tracks-per-album equivalent, the U.S. music industry was down 5% in overall album unit sales calendar year-to-date through Q3 2013. The overall declining trend that has been experienced in the U.S. has also been witnessed in international markets, with the extent of declines driven primarily by differing penetration levels of piracy-enabling technologies, such as broadband access and CD-R technology, and economic conditions.

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Notwithstanding these factors, we believe that music industry results could improve based on the continued mobilization of the industry as a whole against piracy and the development and broad adoption of legitimate digital distribution channels.

### *Piracy*

One of the industry's biggest challenges is combating piracy. Music piracy exists in two primary forms: digital (which includes illegal downloading and CD-R piracy) and industrial:

- *Digital piracy* has grown dramatically, enabled by the increasing penetration of broadband Internet access and the ubiquity of powerful microprocessors, fast optical drives (particularly with writable media, such as CD-R) and large inexpensive disk storage in personal computers. The combination of these technologies has allowed consumers to easily, flawlessly and almost instantaneously make high-quality copies of music using a home computer by "ripping" or converting musical content from CDs into digital files, stored on local disks. These digital files can then be distributed for free over the Internet through anonymous peer-to-peer file sharing networks such as BitTorrent and Frostwire ("illegal downloading"). Alternatively, these files can be burned onto multiple CDs for physical distribution ("CD-R piracy"). IFPI identified 15.9 million infringing music files for removal online in 2012, a fraction of the tens of billions of songs that are estimated to be downloaded illegally.
- *Industrial piracy* (also called counterfeiting or physical piracy) involves mass production of illegal CDs and cassettes in factories. This form of piracy is largely concentrated in developing regions, and has existed for more than two decades. The sale of legitimate recorded music in these developing territories is limited by the dominance of pirated products, which are sold at substantially lower prices than legitimate products. Based upon most recent data available, the International Intellectual Property Alliance (IIPA) estimated that U.S. trade losses due to physical piracy of records and music in 39 key countries/territories around the world with copyright protection and/or enforcement deficiencies totaled \$1.5 billion in 2009. The IIPA also believes that piracy of records and music is most prevalent in territories such as Indonesia, China, the Philippines, Mexico, India and Argentina, where piracy levels are at 60% or above.

In 2003, the industry launched an intensive campaign to limit piracy that focused on four key initiatives:

- *Technological*: The technological measures against piracy are geared towards degrading the illegal filesharing process and tracking providers and consumers of pirated music. These measures include spoofing, watermarking, copy protection, the use of automated web crawlers and access restrictions.
- *Educational*: Led by RIAA and IFPI, the industry has launched an aggressive campaign of consumer education designed to spread awareness of the illegality of various forms of piracy through aggressive print and television advertisements. These efforts have yielded positive results in impacting consumer behaviors and attitudes with regard to filesharing of music. A survey conducted by The NPD Group, a market research firm, in December 2012 showed that about 1 in 10 U.S. Internet users aged 13 or older who had not downloaded music from free filesharing services in the past two years, and an equal proportion of those who had done so but then stopped or decreased their usage of filesharing services for music in the year covered by the survey, were motivated by concerns about being sued and/or the legality of such services. Research conducted by Ipsos MediaCT in November 2012 across nine countries found that nearly 3 out of every 5 Internet users aged 16-64 believed that "accessing music through services that don't have the copyright owner's permission is unfair to those creating and producing the content."
- *Legal*: In conjunction with its educational efforts, the industry has taken aggressive legal action against file-sharers and is continuing to fight industrial pirates. These actions include civil lawsuits in the U.S. and E.U. against individual pirates, arrests of pirates in Japan and raids against filesharing services in Australia. At one time U.S. lawsuits targeted individuals who illegally shared large quantities of music-based content. A number of court decisions, including the decisions in the cases involving Grokster and KaZaA, have held that one who distributes a device, such as P2P software, with the object of promoting

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its use to infringe copyright can be liable for the resulting acts of infringement by third parties using the device regardless of the lawful uses of the device. In May 2011, the major record companies, including us, reached a global out-of-court settlement of copyright litigation against LimeWire. Under the terms of the settlement, the LimeWire defendants agreed to pay compensation to record companies that brought the action, including us.

- *Development of online and mobile alternatives:* We believe that the development and success of legitimate digital music channels will be an important driver of recorded music sales and monetization going forward, as they represent both an incremental revenue stream and a potential inhibitor of piracy. The music industry has been encouraged by the proliferation and early success of legitimate digital music distribution options. We believe that these legitimate online distribution channels offer several advantages to illegal peer-to-peer networks, including greater ease of use, higher quality and more consistent music product, faster downloading and streaming, better search and discovery capabilities and seamless integration with portable digital music players. Legitimate online download stores and subscription music services began to be established between early 2002 and April 2003 beginning with the launch of Rhapsody in late 2001 and continuing through the launch of Apple's iTunes music store in April 2003. Since then, many others (both large and small) have launched download, subscription, and ad-supported music services, offering a variety of models, including per-track pricing, per-album pricing and monthly subscriptions. According to IFPI in the 2013 edition of their annual "Recording Industry in Numbers" publication, there are about 500 legal digital music services providing alternatives to illegal filesharing in markets around the world, with major international services operating in more than 100 territories. Devices such as smartphones and tablets that are equipped with new capabilities are increasingly offering consumers greater capability to acquire and consume full-track downloads and streaming audio and video through mobile platforms as well as online. These devices are further facilitating usage of legitimate options.

These efforts are incremental to the long-standing push by organizations such as RIAA and IFPI to curb industrial piracy around the world. In addition to these actions, the music industry is increasingly coordinating with other similarly impacted industries (such as software and filmed entertainment) to combat piracy.

We believe these actions have had a positive effect. A survey conducted by NPD in December 2012 showed that 41% of U.S. Internet users aged 13 or older who downloaded music from a filesharing service at any point in the past two years stopped or decreased their usage of such filesharing services in the year covered by the survey.

Internationally, we believe governmental initiatives in a number of countries designed to protect intellectual property should also be helpful to the music industry and measures are being adopted in an increasing number of countries to achieve better ISP cooperation. Solutions to online piracy and making progress towards meaningful ISP cooperation against online piracy are also being adopted or pursued through government-sponsored negotiations of codes of practice or cross-industry agreements and remedies arising out of litigation, such as obtaining injunctions requiring ISPs to block access to infringing sites. We believe these actions, as well as other actions also currently being taken in many countries around the world, represent a positive trend internationally and a recognition by governments around the world that urgent action is required to reduce online piracy and in particular unlawful filesharing because of the harm caused to the creative industries. While these government actions have not come without some controversy, we continue to lobby for legislative change through music industry bodies and trade associations in jurisdictions where enforcement of copyright in the context of online piracy remains problematic due to existing local laws or prior court decisions.

## **Music Publishing**

### *Background*

Music publishing involves the acquisition of rights to, and licensing of, musical compositions (as opposed to recordings) from songwriters, composers or other rightsholders. Music publishing revenues are derived from five main royalty sources: Mechanical, Performance, Synchronization, Digital and Other.

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In the U.S., mechanical royalties are collected by music publishers from recorded music companies or via The Harry Fox Agency, a non-exclusive licensing agent affiliated with NMPA, while outside the U.S., collection societies generally perform this function. Once mechanical royalties reach the publisher (either directly from record companies or from collection societies), percentages of those royalties are paid or credited to the writer or other rightsholder of the copyright in accordance with the underlying rights agreement. Mechanical royalties are paid at a penny rate of 9.1 cents per song per unit in the U.S. for physical formats (e.g., CDs and vinyl albums) and permanent digital downloads (recordings in excess of five minutes attract a higher rate) and 24 cents for ringtones. There are also rates set for interactive streaming and non-permanent downloads based on a formula that takes into account revenues paid by consumers or advertisers with certain minimum royalties that may apply depending on the type of service. “Controlled composition” provisions contained in some recording agreements may apply to the rates mentioned above pursuant to which artist/songwriters license their rights to their record companies for as little as 75% of the statutory rates. The foregoing rates will remain in effect through December 31, 2017. In most other territories, mechanical royalties are based on a percentage of wholesale prices for physical product and based on a percentage of consumer prices for digital products. In international markets, these rates are determined by multi-year collective bargaining agreements and rate tribunals.

Throughout the world, performance royalties are typically collected on behalf of publishers and songwriters by performance rights organizations and collection societies. Key performing rights organizations and collection societies include: The American Society of Composers, Authors and Publishers (ASCAP), SESAC and Broadcast Music, Inc. (BMI) in the U.S.; Mechanical-Copyright Protection Society and The Performing Right Society (“MCPS/PRS”) in the U.K.; The German Copyright Society in Germany (“GEMA”) and the Japanese Society for Rights of Authors, Composers and Publishers in Japan (“JASRAC”). The societies pay a percentage (which is set in each country) of the performance royalties to the copyright owner(s) or administrators (i.e., the publisher(s)), and a percentage directly to the songwriter(s), of the composition. Thus, the publisher generally retains the performance royalties it receives other than any amounts attributable to co-publishers.

The music publishing market has proven to be more resilient than the recorded music market in recent years as revenue streams other than mechanical royalties are largely unaffected by piracy, and are benefiting from additional sources of income from digital exploitation of music in downloads and mobile ringtones. The worldwide professional music publishing market was estimated to have generated approximately \$3.9 billion in revenues in calendar year 2012 according to figures published in May 2013 by Music & Copyright.

In addition, major publishers have the opportunity to generate significant value by the acquisition of other music publishers by extracting cost savings (as acquired libraries can be administered with little incremental cost) and by increasing revenues through more aggressive marketing efforts.

## ITEM 1A. RISK FACTORS

*In addition to the other information contained in this annual report on Form 10-K, certain risk factors should be considered carefully in evaluating our business. The risks and uncertainties described below may not be the only ones facing us. Additional risks and uncertainties that we do not currently know about or that we currently believe are immaterial may also adversely impact our business operations. If any of the following risks actually occur, our business, financial condition or results of operations would likely suffer.*

### **Risks Related to our Business**

**The recorded music industry has been declining and may continue to decline, which may adversely affect our prospects and our results of operations.**

The industry began experiencing negative growth rates in 1999 on a global basis and the worldwide recorded music market has contracted considerably since then. Illegal downloading of music, CD-R piracy, industrial piracy, economic recession, bankruptcies of record wholesalers and retailers, and growing competition for consumer discretionary spending and retail shelf space may have all contributed to the decline in the recorded music industry. Additionally, the period of growth in recorded music sales driven by the introduction and penetration of the CD format has long ended. While CD sales still generate a significant portion of the recorded music revenues globally, CD sales continue to decline industry-wide and we expect that trend to continue. However, new formats for selling recorded music product have been created, including the legal downloading of digital music and the distribution of music on mobile devices and revenue streams from these new channels have emerged. These new digital revenue streams are important as they are offsetting declines in physical sales and represent a growing area of our Recorded Music business. In addition, we are also taking steps to broaden our revenue mix into growing areas of the music business, including sponsorship, fan clubs, artist websites, merchandising, touring, ticketing and artist management. As our expansion into these new areas is fairly recent, we cannot determine how our expansion into these new areas will impact our business. While there are signs of industry stabilization, with IFPI reporting that global recorded music industry revenues grew 0.2% in 2012, the first time the industry grew year-over-year in 13 years, and, according to the RIAA, the estimated retail value of the U.S. recorded music industry unit sales declined by only 0.9% in 2012, a marked improvement versus a decade of steep declines prior to 2011, sales continued to fall in other countries, and the industry continues to be impacted as a result of ongoing digital piracy and the transition from physical to digital sales in the recorded music business. Accordingly, the recorded music industry performance may continue to negatively impact our operating results. While it is believed within the recorded music industry that growth in digital sales will re-establish a growth pattern for recorded music sales, the timing of the recovery cannot be established with accuracy nor can it be determined how these changes will affect individual markets. A declining recorded music industry is likely to lead to reduced levels of revenue and operating income generated by our Recorded Music business. Additionally, a declining recorded music industry is also likely to have a negative impact on our Music Publishing business, which generates a significant portion of its revenues from mechanical royalties attributable to the sale of music in CD and other physical recorded music formats.

**There may be downward pressure on our pricing and our profit margins and reductions in shelf space.**

There are a variety of factors that could cause us to reduce our prices and reduce our profit margins. They are, among others, price competition from the sale of motion pictures and videogames in physical and digital formats, the negotiating leverage of mass merchandisers, big-box retailers and distributors of digital music, the increased costs of doing business with mass merchandisers and big-box retailers as a result of complying with operating procedures that are unique to their needs and any changes in costs associated with new digital formats. In addition, we are currently dependent on a small number of leading digital music services, which allows them to significantly influence the prices we can charge in connection with the distribution of digital music. Over the course of the last decade, U.S. mass-market and other stores' share of U.S. physical music sales has continued to grow. While we cannot predict how future competition will impact music retailers, as the music industry continues to transform it is possible that the share of music sales by a small number of leading mass-market

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retailers such as Wal-Mart and Target and digital music services such as Apple's iTunes and Google Play will continue to grow, which could further increase their negotiating leverage and put pressure on profit margins. See “—We are substantially dependent on a limited number of online music stores, in particular Apple's iTunes Music Store, for the online sale of our music recordings and they are able to significantly influence the pricing structure for online music stores.”

**Our prospects and financial results may be adversely affected if we fail to identify, sign and retain artists and songwriters and by the existence or absence of superstar releases and by local economic conditions in the countries in which we operate.**

We are dependent on identifying, signing and retaining recording artists with long-term potential, whose debut albums are well received on release, whose subsequent albums are anticipated by consumers and whose music will continue to generate sales as part of our catalog for years to come. The competition among record companies for such talent is intense. Competition among record companies to sell records is also intense and the marketing expenditures necessary to compete have increased as well. We are also dependent on signing and retaining songwriters who will write the hit songs of today and the classics of tomorrow. Our competitive position is dependent on our continuing ability to attract and develop artists whose work can achieve a high degree of public acceptance. Our financial results may be adversely affected if we are unable to identify, sign and retain such artists under terms that are economically attractive to us. Our financial results may also be affected by the existence or absence of superstar artist releases during a particular period. Some music industry observers believe that the number of superstar acts with long-term appeal, both in terms of catalog sales and future releases, has declined in recent years. Additionally, our financial results are generally affected by the worldwide economic and retail environment, as well as the appeal of our Recorded Music catalog and our Music Publishing library.

**We may have difficulty addressing the threats to our business associated with home copying and digital downloading.**

The combined effect of the decreasing cost of electronic and computer equipment and related technology such as CD burners and the conversion of music into digital formats have made it easier for consumers to obtain and create unauthorized copies of our recordings in the form of, for example, “burned” CDs and MP3 files. For example, about 95% of the music downloaded in 2008, or more than 40 billion files, were illegal and not paid for, according to IFPI's 2009 Digital Music Report. Separately, third-party research cited by IFPI in IFPI's 2013 Digital Music Report indicates that nearly a third of Internet users globally (32%) still access unauthorized digital sites/services on a regular basis. In addition, while growth of music-enabled mobile consumers offers distinct opportunities for music companies such as ours, it also opens the market up to risks from behaviors such as “sideloading” of unauthorized content and illegitimate user-created ringtones. A substantial portion of our revenue comes from the sale of audio products that are potentially subject to unauthorized consumer copying and widespread digital dissemination without an economic return to us. The impact of digital piracy on legitimate music sales is hard to quantify but we believe that illegal filesharing has a substantial negative impact on music sales. We are working to control this problem in a variety of ways including by litigation, by lobbying governments for new, stronger copyright protection laws and more stringent enforcement of current laws, through graduated response programs achieved through cooperation with ISPs and legislation being advanced or considered in many countries, through technological measures and by enabling legitimate new media business models. We cannot give any assurances that such measures will be effective. If we fail to obtain appropriate relief through the judicial process or the complete enforcement of judicial decisions issued in our favor (or if judicial decisions are not in our favor), if we are unsuccessful in our efforts to lobby governments to enact and enforce stronger legal penalties for copyright infringement or if we fail to develop effective means of protecting our intellectual property (whether copyrights or other rights such as patents, trademarks and trade secrets) or our entertainment-related products or services, our results of operations, financial position and prospects may suffer.

**Organized industrial piracy may lead to decreased sales.**

The global organized commercial pirate trade is a significant threat to content industries, including the music sector. A 2011 study by Frontier Economics cited by IFPI, estimates that digitally pirated music, movies and software is valued at \$30 billion to \$75 billion. In addition, a 2010 economic study conducted by Tera Consultants in Europe found that if left unabated, digital piracy could result in an estimated loss of 240 billion Euros in retail revenues for the creative industries—including music—in Europe over the period from 2008 to 2015. Unauthorized copies and piracy have contributed to the decrease in the volume of legitimate sales and may have had some effect on the price of legitimate sales. They have had, and may continue to have, an adverse effect on our business.

**Legitimate channels for digital distribution of our creative content are a fairly recent development, and their impact on our business is unclear and may be adverse.**

We have positioned ourselves to take advantage of online and mobile technology as a sales distribution channel and believe that the continued development of legitimate channels for digital music distribution holds promise for us in the future. Digital revenue streams of all kinds are important to offset continued declining revenue from physical CD sales industry-wide over time. However, legitimate channels for digital distribution are a fairly recent development and we cannot predict their impact on our business. In digital formats, certain costs associated with physical products such as manufacturing, distribution, inventory and return costs do not apply. Partially eroding that benefit are increases in mechanical copyright royalties payable to music publishers that only apply in the digital space. While there are some digital-specific variable costs and infrastructure investments necessary to produce, market and sell music in digital formats, we believe it is reasonable to expect that we will generally derive a higher contribution margin from digital sales than physical sales. However, we cannot be sure that we will generally continue to achieve higher margins from digital sales especially as an ever greater percentage of our digital revenue come from sources other than downloads. Any legitimate digital distribution channel that does develop may result in lower or less profitable sales for us than comparable physical sales. In addition, the transition to greater sales through digital channels has introduced uncertainty regarding the potential impact of the “unbundling” of the album on our business. It remains unclear how consumer behavior will continue to change when customers are faced with more opportunities to purchase or stream only favorite tracks from a given album rather than purchase the entire album. In addition, if piracy continues unabated and legitimate digital distribution channels fail to continue to gain consumer acceptance, our results of operations could be harmed. Furthermore, as new distribution channels continue to develop, we may have to implement systems to process royalties on new revenue streams for potential future distribution channels that are not currently known. These new distribution channels could also result in increases in the number of transactions that we need to process. If we are not able to successfully expand our processing capability or introduce technology to allow us to determine and pay royalty amounts due on these new types of transactions in a timely manner, we may experience processing delays or reduced accuracy as we increase the volume of our digital sales, which could have a negative effect on our relationships with artists and brand identity.

**We are substantially dependent on a limited number of digital music services, in particular Apple’s iTunes Music Store, for the online sale of our music recordings and they are able to significantly influence the pricing structure for online music stores.**

We derive an increasing portion of our revenues from sales of music through digital distribution channels. We are currently dependent on a small number of leading online music stores that sell consumers digital music. Currently, the largest U.S. online music store, iTunes, typically charges U.S. consumers prices ranging from \$0.69 to \$1.29 per single-track download. We have limited ability to increase our wholesale prices to digital service providers for digital downloads as Apple’s iTunes controls 65%—75% of the legitimate digital music track download business in the U.S. according to third-party estimates. If Apple’s iTunes were to adopt a lower pricing model or if there were structural change to other download pricing models, we may receive substantially less per download for our music, which could cause a material reduction in our revenues, unless it is offset by a corresponding increase in the number of downloads. Additionally, Apple’s iTunes and other digital music

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services at present accept and make available for sale all the recordings that we and other distributors deliver to them. However, if digital music services in the future decide to limit the types or amount of music they will accept from music-based content owners like us, our revenues could be significantly reduced.

**Our involvement in intellectual property litigation could adversely affect our business.**

Our business is highly dependent upon intellectual property, an area that has encountered increased litigation in recent years. If we are alleged to infringe the intellectual property rights of a third party, any litigation to defend the claim could be costly and would divert the time and resources of management, regardless of the merits of the claim. There can be no assurance that we would prevail in any such litigation. If we were to lose a litigation relating to intellectual property, we could be forced to pay monetary damages and to cease the sale of certain products or the use of certain technology. Any of the foregoing may adversely affect our business.

**Due to the nature of our business, our results of operations and cash flows may fluctuate significantly from period to period.**

Our net sales, operating income and profitability, like those of other companies in the music business, are largely affected by the number and quality of albums that we release or that include musical compositions published by us, timing of release schedules and, more importantly, the consumer demand for these releases. We also make advance payments to recording artists and songwriters, which impact our operating cash flows. The timing of album releases and advance payments is largely based on business and other considerations and is made without regard to the impact of the timing of the release on our financial results. We report results of operations quarterly and our results of operations and cash flows in any reporting period may be materially affected by the timing of releases and advance payments, which may result in significant fluctuations from period to period.

**We may be unable to compete successfully in the highly competitive markets in which we operate and we may suffer reduced profits as a result.**

The industries in which we operate are highly competitive, have experienced ongoing consolidation among major music companies, and are based on consumer preferences and are rapidly changing. Additionally, they require substantial human and capital resources. We compete with other recorded music companies and music publishers to identify and sign new recording artists and songwriters who subsequently achieve long-term success and to renew agreements with established artists and songwriters. In addition, our competitors may from time to time increase the amounts they spend to lure, or to market and promote, recording artists and songwriters or reduce the prices of their products in an effort to expand market share. We may lose business if we are unable to sign successful recording artists or songwriters or to match the prices of the products offered by our competitors. Our Recorded Music business competes not only with other recorded music companies, but also with the recorded music efforts of live events companies and recording artists who may choose to distribute their own works. Our Music Publishing business competes not only with other music publishing companies, but also with songwriters who publish their own works. Our Recorded Music business is to a large extent dependent on technological developments, including access to and selection and viability of new technologies, and is subject to potential pressure from competitors as a result of their technological developments. For example, our Recorded Music business may be further adversely affected by technological developments that facilitate the piracy of music, such as Internet peer-to-peer filesharing and CD-R activity, by an inability to enforce our intellectual property rights in digital environments and by a failure to develop successful business models applicable to a digital environment. The Recorded Music business also faces competition from other forms of entertainment and leisure activities, such as cable and satellite television and motion pictures and video games in physical and digital formats.

**Consolidation in our industry may materially and adversely affect our ability to compete.**

On September 28, 2012, Universal announced that it had closed its acquisition of EMI's recorded music division following clearance of the deal by the U.S. Federal Trade Commission and the European Commission. The acquisition combined the first-and fourth-largest record companies to increase the size of Universal, which was already the world's largest record company.

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On June 29, 2012 Sony Corporation of America (an affiliate of Sony/ATV), in conjunction with the Estate of Michael Jackson, Mubadala Development Company PJSC, Jynwel Capital Limited, the Blackstone Group's GSO Capital Partners LP and David Geffen announced that it had closed its acquisition of EMI's music publishing division following clearance of the deal by the U.S. Federal Trade Commission and the European Commission. The acquisition combined the second-and fourth-largest music publishing companies to create the world's largest music publishing company.

There may in the future be additional mergers and acquisitions and changes in our industry, including those in which we may in the future participate and those that may be undertaken by others. Universal's acquisition of the recorded music division of EMI and Sony's acquisition of the music publishing division of EMI, as well as any further industry consolidation, have and will continue to substantially alter the competitive landscape, and could materially and adversely affect our ability to compete, our business and results of operations, and result in changes to our corporate or business strategy. We regularly assess and explore our strategic position and ways to enhance our competitiveness, including the possibilities for our acquisition of strategic assets sold by competitors in our industry, or our participation in merger activity with other industry participants.

**Our business operations in some foreign countries subject us to trends, developments or other events which may affect us adversely.**

We are a global company with strong local presences, which have become increasingly important as the popularity of music originating from a country's own language and culture has increased in recent years. Our mix of national and international recording artists and songwriters provides a significant degree of diversification for our music portfolio. However, our creative content does not necessarily enjoy universal appeal. As a result, our results can be affected not only by general industry trends, but also by trends, developments or other events in individual countries, including:

- limited legal protection and enforcement of intellectual property rights;
- restrictions on the repatriation of capital;
- fluctuations in interest and foreign exchange rates;
- differences and unexpected changes in regulatory environment, including environmental, health and safety, local planning, zoning and labor laws, rules and regulations;
- varying tax regimes which could adversely affect our results of operations or cash flows, including regulations relating to transfer pricing and withholding taxes on remittances and other payments by subsidiaries and joint ventures;
- exposure to different legal standards and enforcement mechanisms and the associated cost of compliance;
- difficulties in attracting and retaining qualified management and employees or rationalizing our workforce;
- tariffs, duties, export controls and other trade barriers;
- longer accounts receivable settlement cycles and difficulties in collecting accounts receivable;
- recessionary trends, inflation and instability of the financial markets;
- higher interest rates; and
- political instability.

We may not be able to insure or hedge against these risks, and we may not be able to ensure compliance with all of the applicable regulations without incurring additional costs. Furthermore, financing may not be available in countries with less than investment-grade sovereign credit ratings. As a result, it may be difficult to create or maintain profit-making operations in developing countries.

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In addition, our results can be affected by trends, developments and other events in individual countries. There can be no assurance that in the future other country-specific trends, developments or other events will not have such a significant adverse effect on our business, results of operations or financial condition. Unfavorable conditions can depress sales in any given market and prompt promotional or other actions that affect our margins.

**Our business may be adversely affected by competitive market conditions and we may not be able to execute our business strategy.**

We expect to increase revenues and cash flow through a business strategy which requires us, among other things, to continue to maximize the value of our music assets, to significantly reduce costs to maximize flexibility and adjust to new realities of the market, to continue to act to contain digital piracy and to diversify our revenue streams into growing segments of the music business by entering into expanded-rights deals with recording artists and by operating our artist services businesses and to capitalize on digital distribution and emerging technologies.

Each of these initiatives requires sustained management focus, organization and coordination over significant periods of time. Each of these initiatives also requires success in building relationships with third parties and in anticipating and keeping up with technological developments and consumer preferences and may involve the implementation of new business models or distribution platforms. The results of our strategy and the success of our implementation of this strategy will not be known for some time in the future. If we are unable to implement our strategy successfully or properly react to changes in market conditions, our financial condition, results of operations and cash flows could be adversely affected.

**Our ability to operate effectively could be impaired if we fail to attract and retain our executive officers.**

Our success depends, in part, upon the continuing contributions of our executive officers, however, there is no guarantee that they will not leave. Some of our executive officers have employment arrangements. We do not have a direct employment arrangement with our CEO and certain of our other executive officers have at-will employment letters. Our CEO and each of our executive officers who have at-will employment letters have elected to participate in the Warner Music Group Corp. Senior Management Cash Flow Plan, and the at-will employment letters were a condition to their participation in the Plan. The loss of the services of any of our executive officers or the failure to attract other executive officers could have a material adverse effect on our business or our business prospects.

**A significant portion of our Music Publishing revenues is subject to rate regulation either by government entities or by local third-party collection societies throughout the world and rates on other income streams may be set by governmental proceedings, which may limit our profitability.**

Mechanical royalties and performance royalties are the two largest sources of income to our Music Publishing business and mechanical royalties are a significant expense to our Recorded Music business. In the U.S., mechanical royalty rates are set pursuant to an administrative rate-setting process under the U.S. Copyright Act unless rates are determined through voluntary industry negotiations and performance royalty rates are set by performing rights societies and subject to challenge by performing rights licensees. Mechanical royalties are paid at a penny rate of 9.1 cents per song per unit in the U.S. for physical formats (e.g., CDs and vinyl albums) and permanent digital downloads (recordings in excess of five minutes attract a higher rate) and 24 cents for ringtones. Outside the U.S., mechanical and performance royalty rates are typically negotiated on an industry-wide basis. In most territories outside the U.S., mechanical royalties are based on a percentage of wholesale prices for physical product and based on a percentage of consumer prices for digital products. The mechanical and performance royalty rates set pursuant to such processes may adversely affect us by limiting our ability to increase the profitability of our Music Publishing business. If the mechanical royalty rates are set too high it may also adversely affect us by limiting our ability to increase the profitability of our Recorded Music business. In addition, rates our Recorded Music business receives in the U.S. for, among other sources of income and potential income, webcasting and satellite radio are set by an administrative process under the U.S. Copyright

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Act unless rates are determined through voluntary industry negotiations. It is important as sales shift from physical to diversified distribution channels that we receive fair value for all of the uses of our intellectual property as our business model now depends upon multiple revenue streams from multiple sources. If the rates for Recorded Music income sources that are established through legally prescribed rate-setting processes are set too low, it could have a material adverse impact on our Recorded Music business or our business prospects.

**An impairment in the carrying value of goodwill or other intangible and long-lived assets could negatively affect our operating results and equity.**

On September 30, 2013, we had \$1.668 billion of goodwill and \$120 million of indefinite-lived intangible assets. Financial Accounting Standards Codification (“ASC”) Topic 350, Intangibles—Goodwill and other (“ASC 350”) requires that we test these assets for impairment annually (or more frequently should indications of impairment arise) by first assessing qualitative factors and then by quantitatively estimating the fair value of each of our reporting units (calculated using a discounted cash flow method) and comparing that value to the reporting units’ carrying value if necessary. If the carrying value exceeds the fair value, there is a potential impairment and additional testing must be performed. In performing our annual tests and determining whether indications of impairment exist, we consider numerous factors including actual and projected operating results of each reporting unit, external market factors such as market prices for similar assets, and trends in the music industry. The Company performed an annual assessment, at July 1, 2013, of the recoverability of its goodwill and indefinite-lived intangibles as of September 30, 2013, noting no instances of impairment. However, future events may occur that could adversely affect the estimated fair value of our reporting units. Such events may include, but are not limited to, strategic decisions made in response to changes in economic and competitive conditions and the impact of the economic environment on our operating results. Failure to achieve sufficient levels of cash flow at our reporting units could also result in impairment charges on goodwill and indefinite-lived intangible assets. If the value of the acquired goodwill or acquired indefinite-lived intangible assets is impaired, our operating results and shareholders’ equity could be adversely affected.

We also had \$3.107 billion of definite-lived intangible assets as of September 30, 2013. Financial Accounting Standards Board (“FASB”) ASC Topic 360-10-35, (“ASC 360-10-35”) requires companies to review these assets for impairment whenever events or changes in circumstances indicate that the carrying amounts may not be recoverable. If similar events occur as enumerated above such that we believe indicators of impairment are present, we would test for recoverability by comparing the carrying value of the asset to the net undiscounted cash flows expected to be generated from the asset. If those net undiscounted cash flows do not exceed the carrying amount, we would perform the next step, which is to determine the fair value of the asset, which could result in an impairment charge. Any impairment charge recorded would negatively affect our operating results and shareholders’ equity.

**Unfavorable currency exchange rate fluctuations could adversely affect our results of operations.**

The reporting currency for our financial statements is the U.S. dollar. We have substantial assets, liabilities, revenues and costs denominated in currencies other than U.S. dollars. To prepare our consolidated financial statements, we must translate those assets, liabilities, revenues and expenses into U.S. dollars at then-applicable exchange rates. Consequently, increases and decreases in the value of the U.S. dollar versus other currencies will affect the amount of these items in our consolidated financial statements, even if their value has not changed in their original currency. These translations could result in significant changes to our results of operations from period to period. Prior to intersegment eliminations, approximately 60% of our revenues related to operations in foreign territories for the fiscal year ended September 30, 2013. From time to time, we enter into foreign exchange contracts to hedge the risk of unfavorable foreign currency exchange rate movements. As of September 30, 2013, we have hedged a portion of our material foreign currency exposures related to royalty payments remitted between our foreign affiliates and our U.S. affiliates through the end of the current fiscal year.

**We may not have full control and ability to direct the operations we conduct through joint ventures.**

We currently have interests in a number of joint ventures and may in the future enter into further joint ventures as a means of conducting our business. In addition, we structure certain of our relationships with recording artists and songwriters as joint ventures. We may not be able to fully control the operations and the assets of our joint ventures, and we may not be able to make major decisions or may not be able to take timely actions with respect to our joint ventures unless our joint venture partners agree.

**The enactment of legislation limiting the terms by which an individual can be bound under a “personal services” contract could impair our ability to retain the services of key artists.**

California Labor Code Section 2855 (“Section 2855”) limits the duration of time any individual can be bound under a contract for “personal services” to a maximum of seven years. In 1987, Subsection (b) was added, which provides a limited exception to Section 2855 for recording contracts, creating a damages remedy for record companies. Legislation was introduced in New York in 2009 to create a statute similar to Section 2855 to limit contracts between artists and record companies to a term of seven years which term could be reduced to three years if the artist was not represented in the negotiation and execution of such contracts by qualified counsel experienced with entertainment industry law and practices. There is no assurance that California will not introduce legislation in the future seeking to repeal Subsection (b). The repeal of Subsection (b) and/or the passage of legislation similar to Section 2855 by other states could materially affect our results of operations and financial position.

**We face a potential loss of catalog to the extent that recording artists have a right to recapture rights in their recordings under the U.S. Copyright Act.**

The U.S. Copyright Act provides authors (or their heirs) a right to terminate U.S. licenses or assignments of rights in their copyrighted works in certain circumstances. This right does not apply to works that are “works made for hire.” Since the effective date of U.S. federal copyright protection for sound recordings (February 15, 1972), virtually all of our agreements with recording artists provide that such recording artists render services under a work-made-for-hire relationship. A termination right exists under the U.S. Copyright Act for U.S. rights in musical compositions that are not “works made for hire.” If any of our commercially available sound recordings were determined not to be “works made for hire,” then the recording artists (or their heirs) could have the right to terminate the U.S. federal copyright rights they granted to us, generally during a five-year period starting at the end of 35 years from the date of release of a recording under a post-1977 license or assignment (or, in the case of a pre-1978 grant in a pre-1978 recording, generally during a five-year period starting at the end of 56 years from the date of copyright). A termination of U.S. federal copyright rights could have an adverse effect on our Recorded Music business. From time to time, authors (or their heirs) can terminate our U.S. rights in musical compositions. However, we believe the effect of those terminations is already reflected in the financial results of our Music Publishing business.

**If we acquire, combine with or invest in other businesses, we will face certain risks inherent in such transactions.**

We have in the past considered and will continue, from time to time, to consider, opportunistic strategic transactions, which could involve acquisitions, combinations or dispositions of businesses or assets, or strategic alliances or joint ventures with companies engaged in businesses that are similar or complementary to ours. Any such strategic combination could be material, be difficult to implement, disrupt our business or change our business profile significantly.

Any future strategic transaction could involve numerous risks, including:

- potential disruption of our ongoing business and distraction of management;
- potential loss of recording artists or songwriters from our rosters;
- difficulty integrating the acquired businesses or segregating assets to be disposed of;

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- exposure to unknown and/or contingent or other liabilities, including litigation arising in connection with the acquisition, disposition and/or against any businesses we may acquire;
- reputational or other damages to our business as a result of a failure to consummate such a transaction for, among other reasons, failure to gain anti-trust approval; and
- changing our business profile in ways that could have unintended consequences.

If we enter into significant strategic transactions in the future, related accounting charges may affect our financial condition and results of operations, particularly in the case of any acquisitions. In addition, the financing of any significant acquisition may result in changes in our capital structure, including the incurrence of additional indebtedness. Conversely, any material disposition could reduce our indebtedness or require the amendment or refinancing of our outstanding indebtedness or a portion thereof. We may not be successful in addressing these risks or any other problems encountered in connection with any strategic transactions. We cannot assure you that if we make any future acquisitions, investments, strategic alliances or joint ventures or enter into any business combination that they will be completed in a timely manner, or at all, that they will be structured or financed in a way that will enhance our creditworthiness or that they will meet our strategic objectives or otherwise be successful. We also may not be successful in implementing appropriate operational, financial and management systems and controls to achieve the benefits expected to result from these transactions. Failure to effectively manage any of these transactions could result in material increases in costs or reductions in expected revenues, or both. In addition, if any new business in which we invest or which we attempt to develop does not progress as planned, we may not recover the funds and resources we have expended and this could have a negative impact on our businesses or our company as a whole.

Our recent acquisition of PLG presents the risks applicable to acquisitions described above.

### **We have outsourced our information technology infrastructure and certain finance and accounting functions and may outsource other back-office functions, which will make us more dependent upon third parties.**

In an effort to make our information technology, or IT, more efficient and increase our IT capabilities and reduce potential disruptions, as well as generate cost savings, we signed a contract during fiscal year 2009 with a third-party service provider to outsource a significant portion of our IT infrastructure functions. This outsourcing initiative was a component of our ongoing strategy to monitor our costs and to seek additional cost-savings. As a result, we rely on third parties to ensure that our IT needs are sufficiently met. This reliance subjects us to risks arising from the loss of control over IT processes, changes in pricing that may affect our operating results, and potentially, termination of provisions of these services by our supplier. In addition, in an effort to make our finance and accounting functions more efficient, as well as generate cost savings, we signed a contract during fiscal year 2009 with a third-party service provider to outsource certain finance and accounting functions. A failure of our service providers to perform services in a satisfactory manner may have a significant adverse effect on our business. We may outsource other back-office functions in the future, which would increase our reliance on third parties.

Additionally, we are currently in the process of implementing substantial changes to our IT system. We may not be able to successfully implement these systems in an effective manner. In addition, we may incur significant increases in costs and encounter extensive delays in the implementation and rollout of our new IT system. If there are technological impediments, unforeseen complications, errors or breakdowns in implementing this new core operating system or if this new core operating system does not meet the requirements of our customers, our business, financial condition, results of operations or customer perceptions may be adversely affected.

**We have engaged in substantial restructuring activities in the past, and may need to implement further restructurings in the future and our restructuring efforts may not be successful or generate expected cost-savings.**

The recorded music industry continues to undergo substantial change. These changes continue to have a substantial impact on our business. See “—The recorded music industry has been declining and may continue to decline, which may adversely affect our prospects and our results of operations.” Following the 2004 acquisition of substantially all of the interests of the recorded music and music publishing business of Time Warner, we implemented a broad restructuring plan in order to adapt our cost structure to the changing economics of the music industry. Since then, we have continued to shift resources from our physical sales channels to efforts focused on digital distribution, emerging technologies and other new revenue streams. In addition, in order to help mitigate the effects of the recorded music transition, we continue our efforts to reduce overhead and manage our variable and fixed-cost structure to minimize any impact. In connection with the Merger we targeted \$50 million to \$65 million in cost-savings and we have subsequently completed this cost-savings program and captured these targeted savings at the high end of the estimated range as of June 30, 2013. In addition, as PLG has meaningful operational overlap with our existing business, we currently believe there are potential cost savings and other synergies of approximately \$70 million available in connection with the Acquisition. However, there can be no assurances that these cost-savings and other synergies will be achieved in full.

We cannot be certain that we will not be required to implement further restructuring activities, make additions or other changes to our management or workforce based on other cost reduction measures or changes in the markets and industry in which we compete. Our inability to structure our operations based on evolving market conditions could impact our business. Restructuring activities can create unanticipated consequences and negative impacts on the business, and we cannot be sure that any future restructuring efforts will be successful or generate expected cost-savings.

**Access, which indirectly owns all of our outstanding capital stock, controls our company and may have conflicts of interest with the holders of our debt or us in the future. Access may also enter into, or cause us to enter into, strategic transactions that could change the nature or structure of our business, capital structure or credit profile.**

As a result of the Merger, affiliates of Access indirectly own all of our common stock, and the actions that Access undertakes as our sole ultimate shareholder may differ from or adversely affect the interests of debt holders. Because Access ultimately controls our voting shares and those of all of our subsidiaries, it has the power, among other things, to affect our legal and capital structure and our day-to-day operations, as well as to elect our directors and those of our subsidiaries, to change our management and to approve any other changes to our operations. In addition, Access sets the compensation for Stephen Cooper, our CEO, pursuant to an arrangement between Mr. Cooper and Access, and we reimburse Access for any compensation paid to Mr. Cooper pursuant to the Management Agreement. Access also provides us with financial, investment banking, management, advisory and other services pursuant to the Management Agreement, for which we pay Access a specified annual fee, plus expenses, and a specified transaction fee for certain types of transactions completed by Holdings or one or more of its subsidiaries, plus expenses. Access also has the power to direct us to engage in strategic transactions, with or involving other companies in our industry, including acquisitions, combinations or dispositions, and the acquisition of certain assets that may become available for purchase, and any such transaction could be material. Any such transaction would carry the risks set forth above under “—If we acquire, combine with or invest in other businesses, we will face certain risks inherent in such transactions.”

Additionally, Access is in the business of making investments in companies and is actively seeking to acquire interests in businesses that operate in our industry and may compete, directly or indirectly, with us. Access may also pursue acquisition opportunities that may be complementary to our business, which could have the effect of making such acquisition opportunities unavailable to us. Access could elect to cause us to enter into business combinations or other transactions with any business or businesses in our industry that Access may acquire or control, or we could become part of a group of companies organized under the ultimate common

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control of Access that may be operated in a manner different from the manner in which we have historically operated. Any such business combination transaction could require that we or such group of companies incur additional indebtedness, and could also require us or any acquired business to make divestitures of assets necessary or desirable to obtain regulatory approval for such transaction. The amounts of such additional indebtedness, and the size of any such divestitures, could be material. Access may also from time to time purchase outstanding debt securities that we issued and could also subsequently sell any such debt securities. Any such purchase or sale may affect the value of, trading price or liquidity of our debt securities.

Finally, because neither we nor our parent company have any securities listed on a securities exchange, we are not subject to certain of the corporate governance requirements of any securities exchange, including any requirement to have any independent directors.

**Our reliance on one company as the primary supplier for the manufacturing, packaging and physical distribution of our products in the U.S. and Canada and part of Europe could have an adverse impact on our ability to meet our manufacturing, packaging and physical distribution requirements.**

Cinram International Inc. (collectively, with its affiliates and subsidiaries, “Cinram”) has been our primary supplier for the manufacturing, packaging and physical distribution of our products in the U.S. and Canada and part of Europe. In April 2012, in connection with its earnings report, Cinram described certain events and conditions that indicated the existence of a material uncertainty that may have cast significant doubt about Cinram’s ability to continue as a going concern, including the breach of certain of the financial covenants in its senior credit agreements. Subsequently, in June 2012, Cinram announced that it would sell its core business in North America and Europe to the Najafi Companies. The sale of Cinram’s North American assets closed in August 2012 and the sale of Cinram’s European operations closed in January 2013. Any future inability of Cinram to continue to provide services due to financial distress, refinancing issues or otherwise could also require us to switch to substitute suppliers of these services for more services than currently planned.

As Cinram continues to be our primary supplier of manufacturing and distribution services in the U.S., Canada and part of Europe, our continued ability to meet our manufacturing, packaging and physical distribution requirements in those territories depends largely on Cinram’s continued successful operation in accordance with the service level requirements mandated by us in our service agreements. If, for any reason, Cinram were to fail to meet contractually required service levels, or were unable to otherwise continue to provide services, we may have difficulty satisfying our commitments to our wholesale and retail customers in the short term until we more fully transitioned to an alternate provider, which could have an adverse impact on our revenues.

**Evolving regulations concerning data privacy may result in increased regulation and different industry standards, which could increase the costs of operations or limit our activities.**

We engage in a wide array of online activities and are thus subject to a broad range of related laws and regulations including, for example, those relating to privacy, consumer protection, data retention and data protection, online behavioral advertising, geo-location tracking, text messaging, e-mail advertising, mobile advertising, content regulation, defamation, age verification, the protection of children online, social media and other Internet, mobile and online-related prohibitions and restrictions. The regulatory framework for privacy and data security issues worldwide has become increasingly burdensome and complex, and is likely to continue to be so for the foreseeable future. Practices regarding the collection, use, storage, transmission, security and disclosure of personal information by companies operating over the Internet and mobile platforms are receiving ever-increasing public scrutiny. The U.S. government, including Congress, the Federal Trade Commission and the Department of Commerce, has announced that it is reviewing the need for even greater regulation for the collection of information concerning consumer behavior on the Internet and mobile platforms, including regulation aimed at restricting certain targeted advertising practices, the use of location data and disclosures of privacy practices in the online and mobile environments, including with respect to online and mobile applications. State governments are engaged in similar legislative and regulatory activities. In addition, the European Union is in the process of proposing reforms to its existing data protection legal framework, which are

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likely to result in a greater compliance burden for companies with consumers in Europe. Globally, many government and consumer agencies have also called for new regulation and changes in industry practices with respect to information collected from consumers.

In October 2012, one of our subsidiaries entered into a consent agreement to settle certain Federal Trade Commission charges that it violated the Children's Online Privacy Protection Act ("COPPA") by improperly collecting personal information from children under 13 without their parents' verifiable consent. While our subsidiary neither admitted nor denied the agency's allegations, the settlement imposed a \$1 million civil penalty, barred future violations of COPPA, and required that our subsidiary delete information allegedly collected in violation of COPPA, among other requirements.

The Federal Trade Commission adopted certain revisions to its rule promulgated pursuant to COPPA, effective as of July 1, 2013, that may impose greater compliance burdens on us. COPPA imposes a number of obligations, such as obtaining verifiable parental permission, on operators of websites, apps and other online services, to the extent they collect certain information from children who are under 13 years of age. The changes broaden the applicability of COPPA, including by expanding the definition of "personal information" subject to the rule's parental consent and other obligations.

In addition, our business, including our ability to operate and expand internationally, could be adversely affected if laws or regulations are adopted, interpreted, or implemented in a manner that is inconsistent with our current business practices and that require changes to these practices. Therefore, our business could be harmed by any significant change to applicable laws, regulations or industry practices regarding the collection, use or disclosure of customer data, or regarding the manner in which the express or implied consent of consumers for such collection, use and disclosure is obtained. Such changes may require us to modify our operations, possibly in a material manner, and may limit our ability to develop new products, services, mechanisms, platforms and features that make use of data regarding our customers and potential customers.

**If we or our service providers do not maintain the security of information relating to our customers, employees and vendors, security information breaches through cybersecurity attacks or otherwise could damage our reputation with customers, employees and vendors, and we could incur substantial additional costs and become subject to litigation. Moreover, even if we or our service providers maintain such security, such breaches remain a possibility due to the fact that no data security system is immune from attacks or other incidents.**

We receive certain personal information about our customers and potential customers, and we also receive personal information concerning our employees, artists and vendors. In addition, our online operations depend upon the secure transmission of confidential information over public networks. We maintain security measures with respect to such information, but despite these measures, we may be vulnerable to security breaches by computer hackers and others that attempt to penetrate the security measures that we have in place. A compromise of our security systems (through cyber-attacks or otherwise which are rapidly evolving and sophisticated) that results in personal information being obtained by unauthorized persons could adversely affect our reputation with our customers, potential customers, employees, artists and vendors, as well as our operations, results of operations, financial condition and liquidity, and could result in litigation against us or the imposition of governmental penalties. In addition, a security breach could require that we expend significant additional resources related to our information security systems and could result in a disruption of our operations.

We increasingly rely on third-party data storage providers, including cloud storage solution providers, resulting in less direct control over our data. Such third parties may also be vulnerable to security breaches and compromised security systems, which could adversely affect our reputation.

## Risks Related to our Leverage

### **Our substantial leverage on a consolidated basis could adversely affect our ability to raise additional capital to fund our operations, limit our ability to react to changes in the economy or our industry and prevent us from meeting our obligations under our indebtedness.**

We are highly leveraged. As of September 30, 2013, our total consolidated indebtedness, including the current portion, was \$2.867 billion. In addition, we would have been able to borrow up to \$150 million under our Revolving Credit Facility (not giving effect to letters of credit outstanding of approximately \$1 million as of September 30, 2013).

Our high degree of leverage could have important consequences for our investors. For example, it may:

- make it more difficult for us to make payments on our indebtedness;
- increase our vulnerability to general economic and industry conditions, including recessions and periods of significant inflation and financial market volatility;
- expose us to the risk of increased interest rates because any borrowings we make under the New Senior Credit Facilities will bear interest at variable rates;
- require us to use a substantial portion of our cash flow from operations to service our indebtedness, thereby reducing our ability to fund working capital, capital expenditures and other expenses;
- limit our ability to refinance existing indebtedness on favorable terms or at all or borrow additional funds in the future for, among other things, working capital, acquisitions or debt service requirements;
- limit our flexibility in planning for, or reacting to, changes in our business and the industries in which we operate;
- place us at a competitive disadvantage compared to competitors that have less indebtedness; and
- limit our ability to borrow additional funds that may be needed to operate and expand our business.

We and our subsidiaries may be able to incur substantial additional indebtedness in the future, subject to the restrictions contained in the indentures governing our outstanding notes as well as under the New Senior Credit Facilities. If new indebtedness is added to our current debt levels, the related risks that we and our subsidiaries now face could intensify.

The indentures that govern our notes and the New Senior Credit Facilities contain restrictive covenants that limit our ability to engage in activities that may be in our long-term best interests. Those covenants include restrictions on our ability to, among other things, incur more indebtedness, pay dividends, redeem stock or make other distributions, make investments, create liens, transfer or sell assets, merge or consolidate and enter into certain transactions with our affiliates. Our failure to comply with those covenants could result in an event of default, which, if not cured or waived, could result in the acceleration of all of our indebtedness. See also “—Our debt agreements contain restrictions that limit our flexibility in operating our business.”

### **We may not be able to generate sufficient cash to service all of our indebtedness, and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.**

Our ability to make scheduled payments on or to refinance our debt obligations depends on our financial condition and operating performance, which is subject to prevailing economic and competitive conditions and to certain financial, business and other factors beyond our control. We may not maintain a level of cash flows from operating activities sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness.

Acquisition Corp. will rely on its subsidiaries to make payments on its borrowings. If these subsidiaries do not dividend funds to Acquisition Corp. in an amount sufficient to make such payments, if necessary in the future, Acquisition Corp. may default under the indentures or credit facilities governing its borrowings, which would result in all such borrowings becoming due and payable. In addition, Holdings, our immediate subsidiary,

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will rely on our indirect subsidiary Acquisition Corp. and its subsidiaries to make payments on its borrowings. If Acquisition Corp. does not dividend funds to Holdings in an amount sufficient to make such payments, if necessary in the future, Holdings may default under the indenture governing its borrowings, which would result in all such notes becoming due and payable.

**Our debt agreements contain restrictions that limit our flexibility in operating our business.**

The indentures governing our outstanding notes contain various covenants that limit our ability to engage in specified types of transactions. These covenants limit our ability, Holdings' ability and the ability of our restricted subsidiaries to, among other things:

- incur additional debt or issue certain preferred shares;
- create liens on certain debt;
- pay dividends on or make distributions in respect of our capital stock or make investments or other restricted payments;
- sell certain assets;
- create restrictions on the ability of our restricted subsidiaries to pay dividends to us or make certain other intercompany transfers;
- enter into certain transactions with our affiliates; and
- consolidate, merge, sell or otherwise dispose of all or substantially all of our assets.

In addition, the credit agreements governing the Term Loan Facility and Revolving Credit Facility contain a number of covenants that limit our ability, Holdings' ability and the ability of our restricted subsidiaries to:

- pay dividends on, and redeem and purchase, equity interests;
- make other restricted payments;
- make prepayments on, redeem or repurchase certain debt;
- incur certain liens;
- make certain loans and investments;
- incur certain additional debt;
- enter into guarantees and hedging arrangements;
- enter into mergers, acquisitions and asset sales;
- enter into transactions with affiliates;
- change the business we and our subsidiaries conduct;
- restrict the ability of our subsidiaries to pay dividends or make distributions;
- amend the terms of subordinated debt and unsecured bonds; and
- make certain capital expenditures.

Our ability to borrow additional amounts under the New Senior Credit Facilities will depend upon satisfaction of these covenants. Events beyond our control can affect our ability to meet these covenants.

Our failure to comply with obligations under the instruments governing their indebtedness may result in an event of default under such instruments. We cannot be certain that we will have funds available to remedy these defaults. A default, if not cured or waived, may permit acceleration of our indebtedness. If our indebtedness is accelerated, we cannot be certain that we will have sufficient funds available to pay the accelerated indebtedness or will have the ability to refinance the accelerated indebtedness on terms favorable to us or at all.

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All of these restrictions could affect our ability to operate our business or may limit our ability to take advantage of potential business opportunities as they arise.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay investments in recording artists and songwriters, capital expenditures or dividends, or to sell assets, seek additional capital or restructure or refinance our indebtedness. These alternative measures may not be successful and may not permit us to meet our scheduled debt service obligations. In the absence of such operating results and resources, we could face substantial liquidity problems and might be required to dispose of material assets or operations to meet our debt service and other obligations. The indentures governing our outstanding notes restrict our ability to dispose of assets and use the proceeds from dispositions. We may not be able to consummate those dispositions or to obtain the proceeds which we could realize from them and these proceeds may not be adequate to meet any debt service obligations then due.

**Despite our indebtedness levels, we may be able to incur substantially more indebtedness which may increase the risks created by our substantial indebtedness.**

We may be able to incur substantial additional indebtedness, including additional secured indebtedness, in the future. The indentures governing our outstanding notes and the credit agreements governing the Term Loan Facility and Revolving Credit Facility will not fully prohibit us, Holdings or our subsidiaries from incurring additional indebtedness under certain circumstances. If we, Holdings or our subsidiaries are in compliance with certain incurrence ratios set forth in such indentures, we, Holdings or our subsidiaries may be able to incur substantial additional indebtedness, which may increase the risks created by our current substantial indebtedness.

**We will require a significant amount of cash to service our indebtedness. The ability to generate cash or refinance indebtedness as it becomes due depends on many factors, some of which are beyond our control.**

Our ability to make scheduled payments on, or to refinance our obligations under, our indebtedness and to fund planned capital expenditures and other corporate expenses will depend on our future operating performance and on economic, financial, competitive, legislative and other factors and any legal and regulatory restrictions on the payment of distributions and dividends to which they may be subject. Many of these factors are beyond our control. We cannot assure you that our business will generate sufficient cash flow from operations, that currently anticipated cost-savings and operating improvements will be realized or that future borrowings will be available to us in an amount sufficient to enable us to satisfy our obligations under our indebtedness or to fund our other needs. To satisfy our obligations under our indebtedness and to fund planned capital expenditures, we must continue to execute our business strategy. If we are unable to do so, we may need to reduce or delay our planned capital expenditures or refinance all or a portion of our indebtedness on or before maturity. Significant delays in our planned capital expenditures may materially and adversely affect our future revenue prospects. In addition, we cannot assure you that we will be able to refinance any of our indebtedness on commercially reasonable terms or at all.

**A downgrade, suspension or withdrawal of the rating assigned by a rating agency to us could impact our cost of capital.**

Any future lowering of our ratings may make it more difficult or more expensive for us to obtain additional debt financing. Therefore, although reductions in our debt ratings may not have an immediate impact on the cost of debt or our liquidity, they may impact the cost of debt and liquidity over the medium term and future access at a reasonable rate to the debt markets may be adversely impacted.

**ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

**ITEM 2. PROPERTIES**

We own studio and office facilities and also lease certain facilities in the ordinary course of business. Our worldwide headquarters are currently located at 75 Rockefeller Plaza, New York, NY 10019. On October 1, 2013, we entered into a lease for a new worldwide headquarters, which will be located at 1633 Broadway, New York, New York 10019. The initial term of the lease for our new headquarters runs for approximately 16 years (i.e., from on or about January 1, 2014 to July 31, 2029). The lease also includes a single option for us to extend the term for either five years or 10 years. In addition, under certain conditions, we have the ability to lease additional space in the building and have a right of first refusal with regard to certain additional space. We also have a long-term lease ending on December 31, 2019, for office space in a building located at 3400 West Olive Avenue, Burbank, California 91505, used primarily by our Recorded Music business, and another lease ending on June 30, 2017 for office space at 1290 Avenue of the Americas, New York, New York 10104, used primarily by our Recorded Music business. We intend to consolidate employees currently located at 75 Rockefeller Plaza and 1290 Avenue of the Americas into our new worldwide headquarters space at 1633 Broadway. We also have a five-year lease ending on September 30, 2017 for office space at 10585 Santa Monica Boulevard, Los Angeles, California 90025, used primarily by our Music Publishing business. We also own other property and lease facilities elsewhere throughout the world as necessary to operate our businesses. We consider our properties adequate for our current needs.

**ITEM 3. LEGAL PROCEEDINGS**

**Litigation**

*Pricing of Digital Music Downloads*

On December 20, 2005 and February 3, 2006, the Attorney General of the State of New York served us with requests for information in connection with an industry-wide investigation as to the pricing of digital music downloads. On February 28, 2006, the Antitrust Division of the U.S. Department of Justice served us with a Civil Investigative Demand, also seeking information relating to the pricing of digitally downloaded music. Both investigations were ultimately closed, but subsequent to the announcements of the investigations, more than thirty putative class action lawsuits were filed concerning the pricing of digital music downloads. The lawsuits were consolidated in the Southern District of New York. The consolidated amended complaint, filed on April 13, 2007, alleges conspiracy among record companies to delay the release of their content for digital distribution, inflate their pricing of CDs and fix prices for digital downloads. The complaint seeks unspecified compensatory, statutory and treble damages. On October 9, 2008, the District Court issued an order dismissing the case as to all defendants, including us. However, on January 12, 2010, the Second Circuit vacated the judgment of the District Court and remanded the case for further proceedings and on January 10, 2011, the Supreme Court denied the defendants' petition for Certiorari.

Upon remand to the District Court, all defendants, including the Company, filed a renewed motion to dismiss challenging, among other things, plaintiffs' state law claims and standing to bring certain claims. The renewed motion was based mainly on arguments made in defendants' original motion to dismiss, but not addressed by the District Court. On July 18, 2011, the District Court granted defendants' motion in part, and denied it in part. Notably, all claims on behalf of the CD-purchaser class were dismissed with prejudice. However, a wide variety of state and federal claims remain, for the class of Internet Music purchasers. The parties have filed amended pleadings complying with the court's order, and the case is currently in discovery. We intend to defend against these lawsuits vigorously, but are unable to predict the outcome of these suits. Regardless of the merits of the claims, this and any related litigation could continue to be costly, and divert the time and resources of management. The potential outcomes of these claims that are reasonably possible cannot be determined at this time and an estimate of the reasonably possible loss or range of loss cannot presently be made.

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*Music Download Putative Class Action Suits*

Five putative class action lawsuits have been filed against us in Federal Court in the Northern District of California between February 2, 2012 and March 10, 2012. The lawsuits, which were brought by various recording artists, all allege that we have improperly calculated the royalties due to them for certain digital music sales under the terms of their recording contracts. The named plaintiffs purport to raise these claims on their own behalf and, as a putative class action, on behalf of other similarly situated artists. Plaintiffs base their claims on a previous ruling that held another recorded music company had breached the specific recording contracts at issue in that case through its payment of royalties for music downloads and ringtones. In the wake of that ruling, a number of recording artists have initiated suits seeking similar relief against all of the major record companies, including us. Plaintiffs seek to have the interpretation of the contracts in that prior case applied to their different and separate contracts.

On April 10, 2012, we filed a motion to dismiss various claims in one of the lawsuits, with the intention of filing similar motions in the remaining suits, on the various applicable response dates. Meanwhile, certain plaintiffs' counsel moved to be appointed as interim lead counsel, and other plaintiffs' counsel moved to consolidate the various actions. In a June 1, 2012 Order, the court consolidated the cases and appointed interim co-lead class counsel. Plaintiffs filed a consolidated, master complaint on August 21, 2012. All deadlines have been stayed to allow for settlement of this dispute, with the next status conference set for December 19, 2013. If a settlement was not reached by that date and if the parties agreed that further settlement discussions would be fruitful, the parties were given the option to file a joint statement/stipulation seeking additional time for further settlement negotiations. In the alternative, the parties were to file a joint statement/stipulation with the Court alerting the Court to the fact that settlement could not be reached and resetting a litigation schedule. On December 6, 2013, the parties filed a joint statement/stipulation seeking additional time for further settlement negotiations, which is expected to be ruled on during the December 19, 2013 case management conference. Settlement discussions are ongoing. Regardless of the merits of the claims, this and any related litigation could continue to be costly, and divert the time and resources of management. Based on an evaluation of potential outcomes of these claims that are reasonably possible and an estimate of the reasonably possible loss or range of loss possible, we have recorded what we believe is an appropriate reserve related to these cases, which amount is not material.

*Other Matters*

In addition to the matters discussed above, we are involved in various litigation and regulatory proceedings arising in the normal course of business. Where it is determined, in consultation with counsel based on litigation and settlement risks, that a loss is probable and estimable in a given matter, we establish an accrual. In none of the currently pending proceedings is the amount of accrual material. An estimate of the reasonably possible loss or range of loss in excess of the amounts already accrued cannot be made at this time due to various factors typical in contested proceedings, including (1) the results of ongoing discovery; (2) uncertain damage theories and demands; (3) a less than complete factual record; (4) uncertainty concerning legal theories and their resolution by courts or regulators; and (5) the unpredictable nature of the opposing party and its demands. However, we cannot predict with certainty the outcome of any litigation or the potential for future litigation. As such, we continuously monitor these proceedings as they develop and adjust any accrual or disclosure as needed. Regardless of the outcome, litigation could have an adverse impact on us, including our brand value, because of defense costs, diversion of management resources and other factors and it could have a material effect on our results of operations for a given reporting period.

**ITEM 4. MINE SAFETY DISCLOSURES**

Not Applicable.

**PART II**

**ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

There is no established public trading market for any class of our common equity. As of December 12, 2013, there were 1,055 shares of our common stock outstanding. Affiliates of Access Industries, Inc. currently own 100% of our common stock.

**Dividend Policy**

We did not pay any cash dividends to our stockholders in the fiscal years ended September 30, 2013 and September 30, 2012 or the twelve months ended September 30, 2011. Any future determination to pay dividends will be at the discretion of our Board of Directors and will depend on, among other things, our results of operations, cash requirements, financial condition, contractual restrictions and other factors our Board of Directors may deem relevant.

Our ability to pay dividends is restricted by covenants in the indentures governing our notes and in the credit agreements for our Term Loan Facility and the Revolving Credit Facility. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Financial Condition and Liquidity—Liquidity."

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**ITEM 6. SELECTED FINANCIAL DATA**

Our summary balance sheet data as of September 30, 2013 (Successor) and 2012 (Successor), and the statement of operations and other data for the fiscal year ended September 30, 2013 (Successor), the fiscal year ended September 30, 2012 (Successor), for the period from July 20, 2011 to September 30, 2011 (Successor) and for the period from October 1, 2010 to July 19, 2011 (Predecessor) have been derived from our audited financial statements included in this annual report on Form 10-K and should be read in conjunction with the audited financial statements and other financial information presented elsewhere herein. The selected financial information set forth below for all other periods has been derived from our audited financial statements that are not included in this annual report on Form 10-K.

The following table sets forth our selected historical financial and other data as of the dates and for the periods ended:

	Successor			Predecessor		
	Year Ended September 30, 2013	Year Ended September 30, 2012	From July 20, 2011 through September 30, 2011	From October 1, 2010 through July 19, 2011	Year Ended September 30, 2010	Year Ended September 30, 2009
<b>Statement of Operations Data:</b>						
Revenues (1)	\$ 2,871	\$ 2,780	\$ 556	\$ 2,311	\$ 2,988	\$ 3,205
Net loss attributable to Warner Music Group Corp. (2)(3)	(198)	(112)	(31)	(174)	(143)	(100)
Diluted loss per common share (4)	(1.15)	(0.96)	(0.67)	(1.15)	(0.96)	(0.67)
Dividends per common share	—	—	—	—	—	—
<b>Balance Sheet Data (at period end):</b>						
Cash and equivalents	\$ 155	\$ 302	\$ 154	\$ 439	\$ 384	
Total assets	6,252	5,278	5,380	3,811	4,063	
Total debt (including current portion of long-term debt)	2,867	2,206	2,217	1,945	1,939	
Warner Music Group Corp. equity (deficit)	726	927	1,065	(265)	(143)	
<b>Cash Flow Data:</b>						
Cash flows provided by (used in):						
Operating activities	\$ 159	\$ 209	\$ (64)	\$ 12	\$ 150	\$ 237
Investing activities	(808)	(58)	(1,292)	(155)	(85)	82
Financing activities	511	(3)	1,199	5	(3)	(346)
Capital expenditures	(34)	(32)	(11)	(37)	(51)	(27)

- (1) Revenues for the fiscal years ended September 30, 2010 and September 30, 2009 include \$5 million and \$25 million, respectively, from an agreement reached by the U.S. recorded music and music publishing industries for payment of mechanical royalties which were accrued by U.S. record companies in prior years.
- (2) Net loss attributable to Warner Music Group Corp. for the fiscal year ended September 30, 2013 includes a transaction fee under the Management Agreement of \$11 million related to the Acquisition, \$22 million of restructuring charges, and \$38 million of professional fees and integration costs. Net loss attributable to Warner Music Group Corp. for the period from July 20, 2011 through September 30, 2011 and for the period from October 1, 2010 through July 19, 2011 include \$10 million and \$43 million of transaction costs, respectively, in connection with the Merger.
- (3) Net loss attributable to Warner Music Group Corp. for the fiscal year ended September 30, 2013 includes severance charges of \$11 million resulting from actions to reorganize the Company's record labels. Net loss attributable to Warner Music Group Corp. for the fiscal year ended September 30, 2012, for the period from July 20, 2011 through September 30, 2011, for the period from October 1, 2010 through July 19, 2011, for the fiscal year ended September 30, 2010 and for the fiscal year ended September 30, 2009 includes severance charges of \$42 million, \$9 million, \$29 million, \$54 million and \$23 million, respectively, resulting from actions to align the Company's cost structure with industry trends.
- (4) Net loss per share for our Predecessor results were calculated by dividing net loss attributable to Warner Music Group Corp. by the weighted average common shares outstanding.

**ITEM 7. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

You should read the following discussion of our results of operations and financial condition with the audited financial statements included elsewhere in this Annual Report on Form 10-K for the fiscal year ended September 30, 2013 (the “Annual Report”).

**“SAFE HARBOR” STATEMENT UNDER PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995**

This Annual Report includes “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements other than statements of historical facts included in this Annual Report, including, without limitation, statements regarding our future financial position, business strategy, budgets, projected costs, cost savings, industry trends and plans and objectives of management for future operations, are forward-looking statements. In addition, forward-looking statements generally can be identified by the use of forward-looking terminology such as “may,” “will,” “expect,” “intend,” “estimate,” “anticipate,” “believe” or “continue” or the negative thereof or variations thereon or similar terminology. Such statements include, among others, statements regarding our ability to develop talent and attract future talent, our ability to reduce future capital expenditures, our ability to monetize our music-based content, including through new distribution channels and formats to capitalize on the growth areas of the music industry, our ability to effectively deploy our capital, the development of digital music and the effect of digital distribution channels on our business, including whether we will be able to achieve higher margins from digital sales, the success of strategic actions (including the acquisition of PLG) we are taking to accelerate our transformation as we redefine our role in the music industry, the effectiveness of our ongoing efforts to reduce overhead expenditures and manage our variable and fixed cost structure and our ability to generate expected cost savings from such efforts, including expected cost savings and other synergies from our acquisition of PLG, our success in limiting piracy, our ability to compete in the highly competitive markets in which we operate, the growth of the music industry and the effect of our and the music industry’s efforts to combat piracy on the industry, our intention to pay dividends or repurchase our outstanding notes in open market purchases, privately or otherwise, the impact on us of potential strategic transactions, the impact on the competitive landscape of the music industry from the sale of EMI’s recorded music and music publishing businesses, our ability to fund our future capital needs and the effect of litigation on us. Although we believe that the expectations reflected in such forward-looking statements are reasonable, we can give no assurance that such expectations will prove to have been correct.

There are a number of risks and uncertainties that could cause our actual results to differ materially from the forward-looking statements contained in this Annual Report. Additionally, important factors could cause our actual results to differ materially from the forward-looking statements we make in this Annual Report. As stated elsewhere in this Annual Report, such risks, uncertainties and other important factors include, among others:

- the continued decline in the global recorded music industry and the rate of overall decline in the music industry;
- downward pressure on our pricing and our profit margins and reductions in shelf space;
- our ability to identify, sign and retain artists and songwriters and the existence or absence of superstar releases;
- threats to our business associated with home copying and digital downloading;
- the significant threat posed to our business and the music industry by organized industrial piracy;
- the popular demand for particular recording artists and/or songwriters and albums and the timely completion of albums by major recording artists and/or songwriters;
- the diversity and quality of our portfolio of songwriters;

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- the diversity and quality of our album releases;
- the impact of legitimate channels for digital distribution of our creative content;
- our dependence on a limited number of digital music services, in particular Apple’s iTunes Music Store, for the online sale of our music recordings and their ability to significantly influence the pricing structure for online music stores;
- our involvement in intellectual property litigation;
- our ability to continue to enforce our intellectual property rights in digital environments;
- the ability to develop a successful business model applicable to a digital environment and to enter into artist services and expanded-rights deals with recording artists in order to broaden our revenue streams in growing segments of the music business;
- the impact of heightened and intensive competition in the recorded music and music publishing businesses and our inability to execute our business strategy;
- failure to realize expected synergies and other benefits contemplated by the Acquisition;
- disruption from the Acquisition and the integration of Parlophone Label Group making it more difficult to maintain certain strategic relationships and distracting management’s focus on the business;
- risks relating to recent or future ratings agency actions or downgrades as a result of the Acquisition, or any associated financing;
- risks associated with our non-U.S. operations, including limited legal protections of our intellectual property rights and restrictions on the repatriation of capital;
- significant fluctuations in our operations and cash flows from period to period;
- our inability to compete successfully in the highly competitive markets in which we operate;
- further consolidation of our industry and its impact on the competitive landscape of the music industry, specifically the acquisition of EMI’s recorded music business by Universal Music Group and the acquisition of EMI’s music publishing business by a consortium led by Sony Corporation of America;
- trends, developments or other events in some foreign countries in which we operate;
- local economic conditions in the countries in which we operate;
- our failure to attract and retain our executive officers and other key personnel;
- the impact of rate regulations on our Recorded Music and Music Publishing businesses;
- the impact of rates on other income streams that may be set by arbitration proceedings on our business;
- an impairment in the carrying value of goodwill or other intangible and long-lived assets;
- unfavorable currency exchange rate fluctuations;
- our failure to have full control and ability to direct the operations we conduct through joint ventures;
- legislation limiting the terms by which an individual can be bound under a “personal services” contract;
- a potential loss of catalog if it is determined that recording artists have a right to recapture rights in their recordings under the U.S. Copyright Act;
- trends that affect the end uses of our musical compositions (which include uses in broadcast radio and television, film and advertising businesses);
- the growth of other products that compete for the disposable income of consumers;

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- the impact of, and risks inherent in, acquisitions or business combinations;
- risks inherent to our outsourcing of IT infrastructure and certain finance and accounting functions;
- the fact that we have engaged in substantial restructuring activities in the past, and may need to implement further restructurings in the future and our restructuring efforts may not be successful or generate expected cost-savings, including expected cost savings and other synergies from our acquisition of PLG;
- the impact of our substantial leverage, including the increase associated with additional indebtedness incurred in connection with the Acquisition, on our ability to raise additional capital to fund our operations, on our ability to react to changes in the economy or our industry and on our ability to meet our obligations under our indebtedness;
- the ability to generate sufficient cash to service all of our indebtedness, and the risk that we may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful;
- the fact that our debt agreements contain restrictions that limit our flexibility in operating our business;
- our indebtedness levels, and the fact that we may be able to incur substantially more indebtedness which may increase the risks created by our substantial indebtedness;
- the significant amount of cash required to service our indebtedness and the ability to generate cash or refinance indebtedness as it becomes due depends on many factors, some of which are beyond our control;
- risks of downgrade, suspension or withdrawal of the rating assigned by a rating agency to us could impact our cost of capital;
- risks relating to Access, which indirectly owns all of our outstanding capital stock, and controls our company and may have conflicts of interest with the holders of our debt or us in the future. Access may also enter into, or cause us to enter into, strategic transactions that could change the nature or structure of our business, capital structure or credit profile;
- our reliance on one company as the primary supplier for the manufacturing, packaging and physical distribution of our products in the U.S. and Canada and part of Europe;
- risks related to evolving regulations concerning data privacy which might result in increased regulation and different industry standards;
- changes in law and government regulations; and
- risks related to other factors discussed under “Risk Factors” in this Annual Report.

There may be other factors not presently known to us or which we currently consider to be immaterial that could cause our actual results to differ materially from those projected in any forward-looking statements we make. You should read carefully the factors described in the “Risk Factors” section of this Annual Report to better understand the risks and uncertainties inherent in our business and underlying any forward-looking statements.

All forward-looking statements attributable to us or persons acting on our behalf apply only as of the date of this Annual Report and are expressly qualified in their entirety by the cautionary statements included in this Annual Report. We disclaim any duty to update or revise forward-looking statements to reflect events or circumstances after the date made or to reflect the occurrence of unanticipated events.

## INTRODUCTION

Warner Music Group Corp. (the “Company”) was formed on November 21, 2003. The Company is the direct parent of WMG Holdings Corp. (“Holdings”), which is the direct parent of WMG Acquisition Corp. (“Acquisition Corp.”). Acquisition Corp. is one of the world’s major music-based content companies.

The Company and Holdings are holding companies that conduct substantially all of their business operations through their subsidiaries. The terms “we,” “us,” “our,” “ours,” and the “Company” refer collectively to Warner Music Group Corp. and its consolidated subsidiaries, except where otherwise indicated.

Management’s discussion and analysis of results of operations and financial condition (“MD&A”) is provided as a supplement to the audited financial statements and footnotes included elsewhere herein to help provide an understanding of our financial condition, changes in financial condition and results of our operations. MD&A is organized as follows:

- *Overview.* This section provides a general description of our business, as well as a discussion of factors that we believe are important in understanding our results of operations and financial condition and in anticipating future trends.
- *Results of operations.* This section provides an analysis of our results of operations for the successor fiscal year ended September 30, 2013, the successor fiscal year ended September 30, 2012, the successor period from July 20, 2011 to September 30, 2011, and the predecessor period from October 1, 2010 to July 19, 2011. This analysis is presented on both a consolidated and segment basis.
- *Financial condition and liquidity.* This section provides an analysis of our cash flows for the successor fiscal year ended September 30, 2013, the successor fiscal year ended September 30, 2012, the successor period from July 20, 2011 to September 30, 2011 and the predecessor period from October 1, 2010 to July 19, 2011, as well as a discussion of our financial condition and liquidity as of September 30, 2013. The discussion of our financial condition and liquidity includes (i) a summary of our debt agreements and (ii) a summary of the key debt compliance measures under our debt agreements.
- *Market Risk Management.* This section discusses how the Company monitors and manages exposure to potential gains and losses arising from changes in market rates and prices, such as interest rates, foreign currency exchange rates and changes in the market value of financial instruments.
- *Critical Accounting Policies.* This section identifies those accounting policies that are considered important to the Company’s results of operations and financial condition, require significant judgment and involve significant management estimates. The Company’s significant accounting policies, including those considered to be critical accounting policies, are summarized in Note 3 to the accompanying consolidated financial statements.

## Overall Operating Results

In accordance with United States Generally Accepted Accounting Principles (“GAAP”), we have separated our historical financial results for the period from July 20, 2011 to September 30, 2011 (“Successor”) and for the period from October 1, 2010 to July 19, 2011 (“Predecessor”). Successor and Predecessor periods are presented on different bases and are, therefore, not comparable. However, we have also combined results for the Successor and Predecessor periods for 2011 in the presentations below, and presented them as the results for the “twelve months ended September 30, 2011” because, although such presentation is not in accordance with GAAP, we believe that it enables a meaningful presentation and comparison of results. The operating results for the twelve months ended September 30, 2011 have not been prepared on a pro-forma basis under applicable regulations and may not reflect the actual results we would have achieved absent the Merger and may not be predictive of future results of operations.

## **Recent Developments**

### *Acquisition of the Parlophone Label Group*

On February 6, 2013, the Company signed a definitive agreement to acquire Parlophone Label Group (“PLG”) from Universal Music Group, a division of Vivendi, for £487 million subject to a closing working capital adjustment, in an all-cash transaction (the “Acquisition”) pursuant to a Share Sale and Purchase Agreement (the “PLG Agreement”). On July 1, 2013, we completed the Acquisition. PLG includes a broad range of some of the world’s best-known recordings and classic and contemporary artists spanning a wide array of musical genres. PLG is comprised of the historic Parlophone label and Chrysalis and Ensign labels in the UK, as well as EMI Classics and Virgin Classics, and EMI’s recorded music operations in Belgium, Czech Republic, Denmark, France, Norway, Poland, Portugal, Slovakia, Spain and Sweden. PLG’s artists include Air, Alain Souchon, Camille, Coldplay, Daft Punk, Danger Mouse, David Bowie, David Guetta, Deep Purple, Duran Duran, Eliza Doolittle, Gorillaz, Iron Maiden, Jean-Louis Aubert, Jethro Tull, Julien Clerc, Kylie Minogue, M. Pokora, Magic System, Pablo Alboran, Pink Floyd, Radiohead, Roxette, Tina Turner and Tinie Tempah, as well as many developing and up-and-coming artists. PLG’s EMI Classics and Virgin Classics brand names were not included with the Acquisition. WMG has rebranded these businesses, respectively, as Warner Classics and Erato following the Acquisition.

## **Use of OIBDA**

We evaluate our operating performance based on several factors, including our primary financial measure of operating income (loss) before non-cash depreciation of tangible assets and non-cash amortization of intangible assets (which we refer to as “OIBDA”). We consider OIBDA to be an important indicator of the operational strengths and performance of our businesses, including the ability to provide cash flows to service debt. However, a limitation of the use of OIBDA as a performance measure is that it does not reflect the periodic costs of certain capitalized tangible and intangible assets used in generating revenues in our businesses. Accordingly, OIBDA should be considered in addition to, not as a substitute for, operating income, net income (loss) attributable to Warner Music Group Corp. and other measures of financial performance reported in accordance with U.S. GAAP. In addition, our definition of OIBDA may differ from similarly titled measures used by other companies. A reconciliation of consolidated historical OIBDA to operating income and net income (loss) attributable to Warner Music Group Corp. is provided in our “Results of Operations.”

## **Use of Constant Currency**

As exchange rates are an important factor in understanding period to period comparisons, we believe the presentation of results on a constant-currency basis in addition to reported results helps improve the ability to understand our operating results and evaluate our performance in comparison to prior periods. Constant-currency information compares results between periods as if exchange rates had remained constant period over period. We use results on a constant-currency basis as one measure to evaluate our performance. We calculate constant currency by calculating prior-year results using current-year foreign currency exchange rates. We generally refer to such amounts calculated on a constant-currency basis as “excluding the impact of foreign currency exchange rates.” These results should be considered in addition to, not as a substitute for, results reported in accordance with GAAP. Results on a constant-currency basis, as we present them, may not be comparable to similarly titled measures used by other companies and are not a measure of performance presented in accordance with GAAP.

## OVERVIEW

We are one of the world's major music-based content companies. We classify our business interests into two fundamental operations: Recorded Music and Music Publishing. A brief description of each of those operations is presented below.

### *Recorded Music Operations*

Our Recorded Music business primarily consists of the discovery and development of artists and the related marketing, distribution and licensing of recorded music produced by such artists. We play an integral role in virtually all aspects of the recorded music value chain from discovering and developing talent to producing albums and promoting artists and their products.

In the U.S., our Recorded Music operations are conducted principally through our major record labels—Warner Bros. Records and the Atlantic Records Group. Our Recorded Music operations also include Rhino, a division that specializes in marketing our music catalog through compilations and reissues of previously released music and video titles, as well as in the licensing of recordings to and from third parties for various uses, including film and television soundtracks. We also conduct our Recorded Music operations through a collection of additional record labels, including, among others, Asylum, Big Beat, East West, Erato, Fueled by Ramen, Elektra, Nonesuch, Parlophone, Reprise, Roadrunner, Rykodisc, Sire, Warner Classics, Warner Music Nashville and Word.

Outside the U.S., our Recorded Music activities are conducted in more than 50 countries primarily through various subsidiaries, affiliates and non-affiliated licensees. Internationally we engage in the same activities as in the U.S.: discovering and signing artists and distributing, marketing and selling their recorded music. In most cases, we also market and distribute the records of those artists for whom our domestic record labels have international rights. In certain smaller markets, we license to unaffiliated third-party record labels the right to distribute our records. Our international artist services operations also include a network of concert promoters through which we provide resources to coordinate tours for our artists and other artists.

Our Recorded Music distribution operations include WEA Corp., which markets and sells music and video products to retailers and wholesale distributors in the U.S., ADA, which distributes the products of independent labels to retail and wholesale distributors in the U.S.; various distribution centers and ventures operated internationally, an 80% interest in Word, which specializes in the distribution of music products in the Christian retail marketplace, and our worldwide artist and label-services organization, including ADA Worldwide, which provides distribution services outside of the U.S. through a network of affiliated and non-affiliated distributors.

In addition to our Recorded Music products being sold in physical retail outlets, our Recorded Music products are also sold in physical form to online physical retailers such as Amazon.com, barnesandnoble.com and bestbuy.com and in digital form to digital download services such as Apple's iTunes and Google Play, and are otherwise exploited by digital subscription services such as Spotify, Rhapsody and Deezer, and digital radio services such as Pandora, iTunes Radio and iHeart Radio.

We have integrated the sale of digital content into all aspects of our Recorded Music and Music Publishing businesses including A&R, marketing, promotion and distribution. Our business development executives work closely with A&R departments to make sure that while a record is being made, digital assets are also created with all distribution channels in mind, including subscription services, social networking sites, online portals and music-centered destinations. We also work side by side with our mobile and online partners to test new concepts. We believe existing and new digital businesses will be a significant source of growth for at least the next several years and will provide new opportunities to successfully monetize our assets and create new revenue streams. The proportion of digital revenues attributed to each distribution channel varies by region and proportions may change as the roll out of new technologies continues. As an owner of musical content, we believe we are well positioned to take advantage of growth in digital distribution and emerging technologies to maximize the value of

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our assets. We are also diversifying our revenues beyond our traditional businesses by entering into expanded-rights deals with recording artists in order to partner with artists in other areas of their careers. Under these agreements, we provide services to and participate in artists' activities outside the traditional recorded music business. We built artist services capabilities and platforms for exploiting this broader set of music-related rights and participating more broadly in the monetization of the artist brands we help create.

We believe that entering into artist services and expanded-rights deals and enhancing our artist services capabilities will permit us to diversify revenue streams and capitalize on revenue opportunities in merchandising, fan clubs, sponsorship, concert promotion and touring. This will provide for improved long-term relationships with artists and allow us to more effectively connect artists and fans.

Recorded Music revenues are derived from four main sources:

- *Physical*: the rightsholder receives revenues with respect to sales of physical products such as CDs, LPs and DVDs;
- *Digital*: the rightsholder receives revenues with respect to digital download services, subscription services, online and mobile streaming, and mobile ringtones or ringback tones;
- *Artist services and expanded rights*: the rightsholder receives revenues with respect to artist services businesses and our participation in expanded rights associated with our artists, including sponsorship, fan club, artist websites, merchandising, touring, concert promotion, ticketing and artist and brand management; and
- *Licensing*: the rightsholder receives royalties or fees for the right to use the composition in combination with visual images such as in films or television programs, television commercials and videogames; the licensor receives royalties if the composition is performed publicly through broadcast of music on television, radio, cable and satellite, live performance at a concert or other venue, and performance of music in staged theatrical productions.

The principal costs associated with our Recorded Music operations are as follows:

- *Royalty costs and artist and repertoire costs*—the costs associated with (i) paying royalties to artists, producers, songwriters, other copyright holders and trade unions, (ii) signing and developing artists, (iii) creating master recordings in the studio and (iv) creating artwork for album covers and liner notes;
- *Product costs*—the costs to manufacture, package and distribute product to wholesale and retail distribution outlets, the costs to distribute products of independent labels to retail and wholesale distribution outlets, as well as those principal costs related to our artist services businesses;
- *Selling and marketing costs*—the costs associated with the promotion and marketing of artists and recorded music products, including costs to produce music videos for promotional purposes and artist tour support; and
- *General and administrative costs*—the costs associated with general overhead and other administrative costs.

### *Music Publishing Operations*

Where recorded music is focused on exploiting a particular recording of a composition, music publishing is an intellectual property business focused on the exploitation of the composition itself. In return for promoting, placing, marketing and administering the creative output of a songwriter, or engaging in those activities for other rightsholders, our music publishing business garners a share of the revenues generated from use of the composition.

Our music publishing operations include Warner/Chappell, our global music publishing company headquartered in Los Angeles with operations in over 50 countries through various subsidiaries, affiliates and non-affiliated licensees. We own or control rights to more than one million musical compositions, including

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numerous pop hits, American standards, folk songs and motion picture and theatrical compositions. Assembled over decades, our award-winning catalog includes over 65,000 songwriters and composers and a diverse range of genres including pop, rock, jazz, classical, country, R&B, hip-hop, rap, reggae, Latin, folk, blues, symphonic, soul, Broadway, techno, alternative, gospel and other Christian music. Warner/Chappell also administers the music and soundtracks of several third-party television and film producers and studios, including Lucasfilm, Ltd., Hallmark Entertainment and Disney Music Publishing. Since 2012, Warner/Chappell has been making an effort to augment its film and TV music business, with the acquisitions of certain songs and recordings from numerous critically acclaimed films and TV shows. These acquisitions will help Warner/Chappell take advantage of the higher margins and strong synchronization and performance income in the TV/film space. Our production music library business includes Non-Stop Music, Groove Addicts Production Music Library, Carlin Recorded Music Library and 615 Music, collectively branded as Warner/Chappell Production Music.

Publishing revenues are derived from five main sources:

- *Performance*: the licensor receives royalties if the composition is performed publicly through broadcast of music on television, radio, cable and satellite, live performance at a concert or other venue (e.g., arena concerts, nightclubs), and performance of music in staged theatrical productions;
- *Mechanical*: the licensor receives royalties with respect to compositions embodied in recordings sold in any physical format or configuration such as CDs, LPs and DVDs;
- *Synchronization*: the licensor receives royalties or fees for the right to use the composition in combination with visual images such as in films or television programs, television commercials and videogames as well as from other uses such as in toys or novelty items and merchandise;
- *Digital*: the licensor receives royalties or fees with respect to digital download services, subscription services and other digital music services; and
- *Other*: the licensor receives royalties for use in printed sheet music.

The principal costs associated with our Music Publishing operations are as follows:

- *Artist and repertoire costs*—the costs associated with (i) signing and developing songwriters and (ii) paying royalties to songwriters, co-publishers and other copyright holders in connection with income generated from the exploitation of their copyrighted works; and
- *General and administration costs*—the costs associated with general overhead and other administrative costs.

## **Factors Affecting Results of Operations and Financial Condition**

### *Market Factors*

The industry began experiencing negative growth rates since 1999 on a global basis and the worldwide recorded music market has contracted considerably since then, which has adversely affected our operating results. While there are signs of industry stabilization, with IFPI reporting that global recorded music industry revenues grew 0.2% in 2012, the first time the industry grew year-over-year in 13 years, and, according to the RIAA, the estimated retail value of the U.S. recorded music industry declined by only 0.9% in 2012, a marked improvement versus a decade of steep declines prior to 2011, sales continued to fall in other countries and the industry continues to be impacted as a result of ongoing digital piracy and the transition from physical to digital sales in the recorded music business. Accordingly, the recorded music industry performance may continue to negatively impact our operating results. In addition, a declining recorded music industry could continue to have an adverse impact on portions of the music publishing business. This is because the music publishing business generates a portion of its revenues from mechanical royalties from the sale of music in CD and other physical recorded music formats.

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*LimeWire Settlement*

In May 2011, the major record companies reached a global out-of-court settlement of copyright litigation against LimeWire. Under the terms of the settlement, the LimeWire defendants agreed to pay compensation to the record companies that brought the action, including us. In connection with this settlement, we recorded a \$12 million benefit to general and administrative expenses in the consolidated statements of operation for the period ended July 19, 2011 (Predecessor). These amounts were recorded net of the estimated amounts payable to our artists in respect of royalties.

*Share-Based Compensation*

In connection with the Merger, the vesting of all outstanding unvested Predecessor options and certain restricted stock awards was accelerated immediately prior to closing. To the extent that such stock options had an exercise price less than \$8.25 per share, the holders of such stock options were paid an amount in cash equal to \$8.25 less the exercise price of the stock option and any applicable withholding. In addition, all outstanding restricted stock awards either became fully vested or were forfeited immediately prior to the closing; the awards that became fully vested were treated as a share of our common stock for all purposes under the Merger. As a result of the acceleration, Predecessor recorded an additional \$14 million in share-based compensation expense for the period from October 1, 2010 to July 19, 2011 (Predecessor) within general and administrative expense.

Prior to the Merger, Predecessor modified certain restricted stock award agreements which resulted in incremental share-based compensation expense of \$3 million recorded within general and administrative expense for the period from October 1, 2010 to July 19, 2011 (Predecessor).

*Transaction Costs*

In connection with the Merger, we incurred approximately \$10 million and \$43 million of transaction costs, primarily representing professional fees, during the period from July 20, 2011 to September 30, 2011 (Successor) and for the period from October 1, 2010 to July 19, 2011 (Predecessor), respectively. These amounts were recorded in the consolidated statements of operation within general and administrative expense.

*Additional Targeted Savings*

As of the completion of the Merger on July 20, 2011, we targeted cost savings over the next nine fiscal quarters following completion of the Merger of \$50 million to \$65 million based on identified cost-saving initiatives and opportunities, including targeted savings expected to be realized as a result of no longer having publicly traded equity, reduced expenses related to finance, legal and IT and reduced expenses related to certain planned corporate restructuring initiatives. The targeted cost-savings program was complete as of June 30, 2013, one quarter early, achieving savings in the high end of the estimated range.

*EMI and PLG Related Costs*

We incurred certain costs, primarily representing professional fees, related to our participation in a sales process which resulted in the sale of EMI's recorded music and music publishing businesses, including the subsequent review of the transactions by the U.S. Federal Trade Commission, the European Commission and other regulatory bodies, and the subsequent sale of Parlophone Label Group by Universal Music Group. Subsequent to the close of the Acquisition, we also incurred other integration and other nonrecurring costs related to the Acquisition. These costs amounted to approximately \$38 million for the fiscal year ended September 30, 2013 and \$14 million for the fiscal year ended September 30, 2012, and were recorded in the consolidated statements of operation within general and administrative expense.

*Restructuring Charges and Expected Cost Savings and Other Synergies from the Acquisition*

In conjunction with the Acquisition, we undertook a plan to achieve cost savings (the "Restructuring Plan"), primarily through headcount reductions. The Restructuring Plan was approved by our CEO prior to the close of

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the Acquisition. Under the Restructuring Plan, we currently expect to record an aggregate of approximately \$85 million in restructuring charges, currently estimated to be made up of employee-related costs of \$61 million, real estate costs of \$18 million and other costs of \$6 million. A significant portion of these charges have resulted and will continue to result in cash expenditures. Employee-related costs include all cash compensation and other employee benefits paid to terminated employees. Contract termination costs include legal fees, early termination penalties, and other costs incurred to terminate a contract before the end of its term in connection with a restructuring event. Real estate costs include costs that will continue to be incurred without economic benefit to us, such as operating lease payments for office space no longer being used and moving costs incurred during relocation, costs incurred to close a facility and IT costs to rewire a new facility, among others. The \$85 million does not include other integration and other nonrecurring costs related to the Acquisition currently estimated to be \$77 million, which do not qualify as restructuring costs. Total restructuring costs of \$22 million have been incurred in the year ended September 30, 2013 with respect to these actions, which consist entirely of employee-related costs. The remainder of the Restructuring Plan is expected to be completed by the end of fiscal 2015.

When completed, these actions are expected to result in cost synergies of approximately \$70 million, primarily within selling, general and administrative expenses. We expect to realize the benefits of such synergies over the next 24 months. Although management currently believes such cost savings and other synergies will be realized following the Acquisition, there can be no assurance that these cost savings or any other synergies will be achieved in full.

### *Severance Charges*

During the fiscal year ended September 30, 2013, we took actions to reorganize certain of our record labels. Such actions resulted in severance charges (unrelated to PLG) of \$11 million. Actions to further align our cost structure with industry trends resulted in severance changes of \$42 million, \$9 million and \$29 million during the fiscal year ended September 30, 2012, the period from July 20, 2011 to September 30, 2011 (Successor) and for the period from October 1, 2010 to July 19, 2011 (Predecessor), respectively.

## **Expanding Business Models to Offset Declines in Physical Sales**

### *Digital Sales*

A key part of our strategy to offset declines in physical sales is to expand digital sales. New digital models have enabled us to find additional ways to generate revenues from our music content. In the early stages of the transition from physical to digital sales, overall sales decreased as the increases in digital sales were not yet offsetting decreases in physical sales. While there are signs of industry stabilization, the industry continues to be impacted as a result of the transition to digital sales. Part of the reason for this gap is the shift in consumer purchasing patterns made possible from new digital models. In the digital space, consumers are now presented with the opportunity to not only purchase entire albums, but to “unbundle” albums and purchase only favorite tracks as single-track downloads. While to date, sales of online and mobile downloads have constituted the majority of our digital Recorded Music and Music Publishing revenue, that may change over time as new digital models, such as streaming and subscription services, continue to develop. While it is believed within the recorded music industry that growth in digital sales will re-establish a growth pattern for recorded music sales, the timing of the recovery cannot be established with accuracy, nor can it be determined how those changes will affect individual markets. We believe it is reasonable to expect that digital margins will generally be higher than physical margins as a result of the elimination of certain costs associated with physical products, such as manufacturing, distribution, inventory and return costs. Partially eroding that benefit are certain digital-specific variable costs and infrastructure investments necessary to produce, market and sell music in digital formats, as well as increases in mechanical copyright royalties payable to music publishers which apply in the digital space. As consumer purchasing patterns change over time and new digital models are launched, we may see fluctuations in contribution margin depending on the overall sales mix.

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*Artist Services and Expanded-Rights Deals*

We have also been seeking to expand our relationships with recording artists as another means to offset declines in physical revenues in Recorded Music. For example, we have been signing recording artists to expanded-rights deals for the last several years. Under these expanded-rights deals, we participate in the recording artist's revenue streams, other than from recorded music sales, such as live performances, merchandising and sponsorships. We believe that additional revenue from these revenue streams will help to offset declines in physical revenue over time. As we have generally signed newer artists to these deals, increased expanded-rights revenue from these deals is expected to come several years after these deals have been signed as the artists become more successful and are able to generate revenue other than from recorded music sales. Artist services and expanded-rights Recorded Music revenue, which includes revenue from expanded-rights deals as well as revenue from our artist services business, represented approximately 9% of our total revenue during the fiscal year ended September 30, 2013. Artist services and expanded-rights revenue will fluctuate from period to period depending upon touring schedules, among other things. We also believe that the strategy of entering into expanded-rights deals and continuing to develop our artist services business will contribute to Recorded Music growth over time. Margins for the various artist services and expanded-rights Recorded Music revenue streams can vary significantly. The overall impact on margins will, therefore, depend on the composition of the various revenue streams in any particular period. For instance, revenue from passive touring under our expanded-rights deals typically flows straight through to net income with little cost. Revenue from our management business and revenue from sponsorship and touring under expanded-rights deals are all high margin, while merchandise revenue under expanded-rights deals and concert promotion revenue from our concert promotion businesses tend to be lower margin than our traditional revenue streams from Recorded Music and Music Publishing.

**The Merger**

Pursuant to the Merger Agreement, on the Merger Closing Date, Merger Sub merged with and into the Company with the Company surviving as a wholly owned subsidiary of Parent.

On the Merger Closing Date, in connection with the Merger, each outstanding share of common stock of the Company (other than any shares owned by the Company or its wholly owned subsidiaries, or by Parent and its affiliates, or by any stockholders who were entitled to and who properly exercised appraisal rights under Delaware law, and shares of unvested restricted stock granted under the Company's equity plan) was cancelled and converted automatically into the right to receive the Merger Consideration.

Cash equity contributions totaling \$1.1 billion from Parent, together with (i) the proceeds from the sale of (a) \$150 million aggregate principal amount of 9.50% Senior Secured Notes due 2016 (the "Second Tranche of Old Secured Notes") initially issued by WM Finance Corp., (the "Initial OpCo Issuer"), (b) \$765 million aggregate principal amount of 11.50% Senior Notes due 2018 initially issued by the Initial OpCo Issuer, (the "Unsecured WMG Notes") and (c) \$150 million aggregate principal amount of 13.75% Senior Notes due 2019 (the "Holdings Notes") initially issued by WM Holdings Finance Corp. (the "Initial Holdings Issuer") and (ii) cash on hand at the Company, were used, among other things, to finance the aggregate Merger Consideration, to make payments in satisfaction of other equity-based interests in the Company under the Merger Agreement, to repay certain of the Company's existing indebtedness and to pay related transaction fees and expenses.

On the Merger Closing Date (i) Acquisition Corp. became the obligor under the Second Tranche of Old Secured Notes and the Unsecured WMG Notes as a result of the merger of Initial OpCo Issuer with and into Acquisition Corp. (the "OpCo Merger") and (ii) Holdings became the obligor under the Holdings Notes as a result of the merger of Initial Holdings Issuer with and into Holdings (the "Holdings Merger"). On the Merger Closing Date, the Company also entered into, but did not draw under, the Old Revolving Credit Facility. In addition, approximately \$30 million of shares of common stock of the Company owned by Parent and its affiliates were forfeited immediately prior to the Merger.

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In connection with the Merger, the Company also refinanced certain of its existing consolidated indebtedness, including (i) the repurchase and redemption by Holdings of its approximately \$258 million in fully accreted principal amount outstanding 9.50% Senior Discount Notes due 2014 (the “Old Holdings Notes”), and the satisfaction and discharge of the related indenture and (ii) the repurchase and redemption by Acquisition Corp. of its \$465 million in aggregate principal amount outstanding 7 3/8% Dollar-denominated Senior Subordinated Notes due 2014 and £100 million in aggregate principal amount of its outstanding 8 1/8% Sterling-denominated Senior Unsecured Subordinated Notes due 2014 (the “Old Acquisition Corp. Notes” and together with the Old Holdings Notes, the “Old Unsecured Notes”), and the satisfaction and discharge of the related indentures, and payment of related tender offer or call premiums and accrued interest on the Old Unsecured Notes.

### **Management Agreement**

Upon completion of the Merger, the Company and Holdings entered into a management agreement with Access, dated as of the Merger Closing Date (the “Management Agreement”), pursuant to which Access will provide the Company and its subsidiaries with financial, investment banking, management, advisory and other services. Pursuant to the Management Agreement, the Company, or one or more of its subsidiaries, will pay Access a specified annual fee initially equal to the greater of (i) the sum of (x) a base amount of approximately \$9 million and (y) 1.5% of the aggregate amount of Acquired EBITDA (as defined in the Management Agreement) as at such time or (ii) 1.5% of the EBITDA (as defined in the indenture governing the WMG Holdings Corp. 13.75% Senior Notes due 2019 as required by the Management Agreement) of the Company for the applicable fiscal year, plus expenses, and a specified transaction fee for certain types of transactions completed by Holdings or one or more of its subsidiaries, plus expenses. The amount of “Acquired EBITDA” at any time shall be equal to sum of the amounts of positive EBITDA of businesses, companies or operations acquired directly or indirectly by the Company from and after the completion of the Merger, each such amount of positive EBITDA as calculated (by Access in its sole discretion) for the four fiscal quarters most recently ended for which internal financial statements are available at the date of the pertinent acquisition. In fiscal 2013, the base amount for the annual fee due under the Management Agreement was increased from \$6 million to approximately \$9 million to reflect the aggregate amount of Acquired EBITDA, primarily associated with the acquisition of PLG. The Company also paid Access a transaction fee related to the Acquisition in fiscal 2013. The Annual Fee shall be calculated and payable as follows: (i) one-quarter of the Base Amount in effect on the first day of each fiscal quarter shall be paid on such date, in advance for the fiscal quarter then commencing and (ii) following the completion of every full fiscal year after the date hereof, once internal financial statements for such fiscal year are available, the Company and Access shall jointly calculate the EBITDA of the Company for such fiscal year and the Company shall pay to Access the amount, if any, by which 1.5% of such EBITDA exceeds the sum of the amounts paid in respect of such fiscal year pursuant to clause (i) above. The Company and Holdings agreed to indemnify Access and certain of its affiliates against all liabilities arising out of performance of the Management Agreement.

The Company recorded expense of \$19 million for the fiscal year ended September 30, 2013 (Successor), \$8 million for the fiscal year ended September 30, 2012 (Successor) and \$1 million for the period from July 20, 2011 to September 30, 2011 (Successor) related to the Management Agreement with Access, and such amounts have been included as a component of selling, general and administrative expense in the accompanying statement of operations.

Such costs incurred by the Company were approximately \$8 million for the fiscal years ended September 30, 2013 and September 30, 2012, which includes the annual fee and reimbursement of certain expenses in connection with the Management Agreement, but excludes \$2 million of expenses reimbursed related to certain consultants with full time roles at the Company for both the fiscal year ended September 30, 2013 and the fiscal year ended September 30, 2012. For the fiscal year ended September 30, 2013, we also incurred an \$11 million transaction fee related to the Acquisition.

**RESULTS OF OPERATIONS**

**Fiscal Year Ended September 30, 2013 Compared with Fiscal Year Ended September 30, 2012 and Twelve Months Ended September 30, 2011**

The following table sets forth our results of operations as reported in our condensed consolidated financial statements in accordance with accounting principles generally accepted in the United States of America (“GAAP”). GAAP requires that we separately present our Predecessor and Successor periods’ results. Management believes reviewing our operating results for the twelve months ended September 30, 2011 by combining the results of the Predecessor and Successor periods is more useful in identifying any trends in, or reaching conclusions regarding, our overall operating performance. Accordingly, the table below presents the non-GAAP combined results for the twelve months ended September 30, 2011, which is also the period we compare when computing percentage change from prior period, as we believe this presentation provides the most meaningful basis for comparison of our results and it is how management reviews operating performance. The combined operating results may not reflect the actual results we would have achieved had the Merger closed prior to July 20, 2011 and may not be predictive of future results of operations.

**Consolidated Historical Results**

**Revenues**

Our revenues were composed of the following amounts (in millions):

	Successor			Predecessor	For the Combined	2013 vs. 2012		2012 vs. 2011	
	For the Fiscal Year Ended September 30, 2013	For the Fiscal Year Ended September 30, 2012	From July 20, 2011 through September 30, 2011	From October 1, 2010 through July 19, 2011	For the Combined Twelve Months ended September 30, 2011	\$ Change	% Change	\$ Change	% Change
<b>Revenue by Type</b>									
Physical	\$ 900	\$ 970	\$ 194	\$ 841	\$ 1,035	\$ (70)	-7%	\$ (65)	-6%
Digital	997	865	147	622	769	132	15%	96	12%
Total Physical and Digital	1,897	1,835	341	1,463	1,804	62	3%	31	2%
Artist services and expanded-rights	270	244	75	235	310	26	11%	(66)	-21%
Licensing	222	202	41	192	233	20	10%	(31)	-13%
<b>Total Recorded Music</b>	<b>2,389</b>	<b>2,281</b>	<b>457</b>	<b>1,890</b>	<b>2,347</b>	<b>108</b>	<b>5%</b>	<b>(66)</b>	<b>-3%</b>
Performance	197	200	41	172	213	(3)	-2%	(13)	-6%
Mechanical	113	128	23	118	141	(15)	-12%	(13)	-9%
Synchronization	98	111	21	91	112	(13)	-12%	(1)	-1%
Digital	83	66	15	44	59	17	26%	7	12%
Other	12	13	3	11	14	(1)	-8%	(1)	-7%
<b>Total Music Publishing</b>	<b>503</b>	<b>518</b>	<b>103</b>	<b>436</b>	<b>539</b>	<b>(15)</b>	<b>-3%</b>	<b>(21)</b>	<b>-4%</b>
Intersegment eliminations	(21)	(19)	(4)	(15)	(19)	(2)	-11%	—	—
<b>Total Revenue</b>	<b>\$ 2,871</b>	<b>\$ 2,780</b>	<b>\$ 556</b>	<b>\$ 2,311</b>	<b>\$ 2,867</b>	<b>\$ 91</b>	<b>3%</b>	<b>\$ (87)</b>	<b>-3%</b>
<b>Revenue by Geographical Location</b>									
U.S. Recorded Music	973	915	176	785	\$ 961	\$ 58	6%	\$ (46)	-5%
U.S. Music Publishing	188	198	40	151	191	(10)	-5%	7	4%
<b>Total U.S.</b>	<b>1,161</b>	<b>1,113</b>	<b>216</b>	<b>936</b>	<b>1,152</b>	<b>48</b>	<b>4%</b>	<b>(39)</b>	<b>-3%</b>
International Recorded Music	1,416	1,366	281	1,105	1,386	50	4%	(20)	-1%
International Music Publishing	315	320	63	285	348	(5)	-2%	(28)	-8%
<b>Total International</b>	<b>1,731</b>	<b>1,686</b>	<b>344</b>	<b>1,390</b>	<b>1,734</b>	<b>45</b>	<b>3%</b>	<b>(48)</b>	<b>-3%</b>
Intersegment eliminations	(21)	(19)	(4)	(15)	(19)	(2)	-11%	—	—
<b>Total Revenue</b>	<b>\$ 2,871</b>	<b>\$ 2,780</b>	<b>\$ 556</b>	<b>\$ 2,311</b>	<b>\$ 2,867</b>	<b>\$ 91</b>	<b>3%</b>	<b>\$ (87)</b>	<b>-3%</b>

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*Total Revenue*

*2013 vs. 2012*

Total revenues increased by \$91 million, or 3%, to \$2.871 billion for the fiscal year ended September 30, 2013 from \$2.780 billion for the fiscal year ended September 30, 2012. Prior to intersegment eliminations, Recorded Music and Music Publishing revenues represented 83% and 17% of revenues for the fiscal year ended September 30, 2013 and 81% and 19% of total revenues for the fiscal year ended September 30, 2012, respectively. Prior to intersegment eliminations, U.S. and international revenues represented 40% and 60% of total revenues for both the fiscal year ended September 30, 2013 and September 30, 2012. Excluding the unfavorable impact of foreign currency exchange rates, total revenues increased by \$136 million, or 5%.

Our overall results include the impact of PLG revenues from July 1, 2013 through September 30, 2013, including PLG revenues of \$59 million. The additional revenue represents carryover from prior-period releases, as there were no new releases for PLG during the quarter ended September 30, 2013. Excluding the impact of PLG, total revenues increased by \$32 million, or 1%.

Total digital revenues after intersegment eliminations increased by \$151 million, or 16%, to \$1.076 billion for the fiscal year ended September 30, 2013 from \$925 million for the fiscal year ended September 30, 2012. Total digital revenues represented 38% and 33% of consolidated revenues for the fiscal year ended September 30, 2013 and September 30, 2012, respectively. Prior to intersegment eliminations, total digital revenues for the fiscal year ended September 30, 2013 were comprised of U.S. revenues of \$574 million and international revenues of \$506 million, or 53% and 47% of total digital revenues, respectively. Prior to intersegment eliminations, total digital revenues for the fiscal year ended September 30, 2012 were comprised of U.S. revenues of \$526 million and international revenues of \$405 million, or 56% and 44% of total digital revenues, respectively.

Recorded Music revenues increased by \$108 million, or 5%, to \$2.389 billion for the fiscal year ended September 30, 2013 from \$2.281 billion for the fiscal year ended September 30, 2012. U.S. Recorded Music revenues were \$973 million and \$915 million, or 41% and 40% of consolidated Recorded Music revenues for the fiscal year ended September 30, 2013 and September 30, 2012, respectively. International Recorded Music revenues were \$1.416 billion and \$1.366 billion, or 59% and 60% of consolidated Recorded Music revenues for the fiscal year ended September 30, 2013 and September 30, 2012, respectively.

The overall increase in Recorded Music revenue reflected growth in digital revenues, which more than offset the continued decline in physical sales, as well as increases in artist services and expanded-rights revenue and licensing revenue. The decrease in physical sales was driven by the ongoing transition from physical to digital sales as well as the comparatively strong prior-period performance of Michael Bubl 's "Christmas" album and key local releases in Japan, which were more heavily weighted towards physical sales. The current period included the success of Led Zeppelin's "Celebration Day" which was more heavily weighted towards physical sales. Excluding the impact of the Acquisition, physical revenues declined \$90 million. Digital revenues continued to grow, up \$132 million, or 15%, in the current period, and more than offset the declines in physical revenue for a second consecutive year. Excluding the impact of the Acquisition, digital revenues increased \$106 million. The increase was driven by strong growth in downloads, which increased \$50 million, and in streaming and subscription services, which increased \$75 million, offset by the decline in mobile revenue of \$19 million, which reflected the continued decrease in demand for ringtones and ringback tones. The increases were attributable to current-period releases such as Bruno Mars' "Unorthodox Jukebox" and current-period releases under third-party distribution deals, as well as continued success from prior-period releases with strong digital carryover sales from Flo Rida and fun. Excluding the impact of the Acquisition, artist services and expanded-rights revenue increased \$21 million due to timing of tours in Europe and Asia and higher merchandising revenue in the U.S. Excluding the impact of the Acquisition, licensing revenues increased \$12 million primarily due to timing. Excluding the unfavorable impact of foreign currency exchange rates, total Recorded Music revenues increased by \$150 million, or 7%.

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Music Publishing revenues decreased by \$15 million, or 3%, to \$503 million for the fiscal year ended September 30, 2013 from \$518 million for the fiscal year ended September 30, 2012. U.S. Music Publishing revenues were \$188 million and \$198 million, or 37% and 38%, of Music Publishing revenues for the fiscal year ended September 30, 2013 and September 30, 2012, respectively. International Music Publishing revenues were \$315 million and \$320 million, or 63% and 62%, of Music Publishing revenues for the fiscal year ended September 30, 2013 and September 30, 2012, respectively.

The overall decrease in Music Publishing revenue was driven primarily by the continued decline in mechanical revenue and a decline in synchronization revenue, partially offset by the increase in digital revenue. The decrease in mechanical revenue reflected the impact of the ongoing transition from physical to digital sales in the music industry as well as the decision to exit certain lower-margin deals in the prior period. The decrease in synchronization revenue reflected lower overall demand in the commercial and videogame market. The increase in digital revenue reflected continued growth in digital downloads of \$6 million and streaming and subscription services of \$10 million. Excluding the unfavorable impact of foreign currency exchange rates, total Music Publishing revenues decreased by \$12 million, or 2%.

*2012 vs. 2011*

Total revenues decreased by \$87 million, or 3%, to \$2.780 billion for the fiscal year ended September 30, 2012 from \$2.867 billion for the twelve months ended September 30, 2011. Prior to intersegment eliminations, Recorded Music and Music Publishing revenues comprised 81% and 19% of total revenues, respectively, for both the fiscal year ended September 30, 2012 and the twelve months ended September 30, 2011. U.S. and international revenues comprised 40% and 60% of total revenues, respectively, for both the fiscal year ended September 30, 2012 and the twelve months ended September 30, 2011. Excluding the unfavorable impact of foreign currency exchange rates, total revenues decreased by \$23 million, or 1%.

Total digital revenues, after intersegment eliminations, increased by \$105 million, or 13%, to \$925 million for the fiscal year ended September 30, 2012 from \$820 million for the twelve months ended September 30, 2011. Total digital revenue represented 33% and 29% of consolidated revenues for the fiscal year ended September 30, 2012 and for the twelve months ended September 30, 2011, respectively. Prior to intersegment eliminations, total digital revenues for the fiscal year ended September 30, 2012 were comprised of U.S. revenues of \$526 million, or 56% of total digital revenues, and international revenues of \$405 million, or 44% of total digital revenues. Prior to intersegment eliminations, total digital revenues for the twelve months ended September 30, 2011 were comprised of U.S. revenues of \$471 million, or 57% of total digital revenues, and international revenues of \$357 million, or 43% of total digital revenues. Excluding the unfavorable impact of foreign currency exchange rates, total digital revenues increased by \$114 million, or 14%.

Recorded Music revenues decreased by \$66 million, or 3%, to \$2.281 billion for the fiscal year ended September 30, 2012 from \$2.347 billion for the twelve months ended September 30, 2011. U.S. Recorded Music revenues were \$915 million and \$961 million, or 40% and 41% of consolidated Recorded Music revenues for the fiscal year ended September 30, 2012 and for the twelve months ended September 30, 2011, respectively. International Recorded Music revenues were \$1.366 billion and \$1.386 billion, or 60% and 59% of consolidated Recorded Music revenues for the fiscal year ended September 30, 2012 and the twelve months ended September 30, 2011, respectively. Excluding the unfavorable impact of foreign currency exchange rates, total Recorded Music revenues decreased by \$20 million, or 1%.

This performance reflected the ongoing impact of the transition from physical to digital sales offset by the current-year success of Michael Bublé's "Christmas" album and key local releases in Japan. In addition, growth in digital revenues more than offset physical revenue declines in our Recorded Music business. Artist services and expanded-rights revenues decreased primarily due to a decline in concert promotion revenue resulting from a strong touring schedule in France in the prior period which was not duplicated in the current year. Licensing revenues decreased due primarily to timing. The increase in digital revenues was driven by an increase in

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revenue from streaming and subscription services of \$58 million, growth in digital download revenue of \$70 million mainly in the U.S., Latin America and certain European territories, partially offset by a \$32 million decline in global ringtone revenue.

Music Publishing revenues decreased by \$21 million, or 4%, to \$518 million for the fiscal year ended September 30, 2012 from \$539 million for the twelve months ended September 30, 2011. U.S. Music Publishing revenues were \$198 million and \$191 million, or 38% and 35% of Music Publishing revenues for the fiscal year ended September 30, 2012 and for the twelve months ended September 30, 2011, respectively. International Music Publishing revenues were \$320 million and \$348 million, or 62% and 65% of Music Publishing revenues for the fiscal year ended September 30, 2012 and for the twelve months ended September 30, 2011, respectively. Excluding the unfavorable impact of foreign currency exchange rates, total Music Publishing revenues decreased by \$3 million, or 1%.

The decrease in Music Publishing revenue was driven primarily by decreases in mechanical revenue and performance revenue, partially offset by an increase in digital revenue. The decrease in mechanical revenue reflected the ongoing impact of the transition from physical to digital sales in the recorded music industry and the decision to exit certain lower-margin administration deals. The decrease in performance revenue was driven primarily by a reduction in U.S. radio license fees and a market decline in the U.K., partially offset by a stronger advertising market, strong chart positions and recent acquisitions. The increase in digital revenue was driven by the growth of global digital downloads of \$7 million and the continued success of streaming services of \$4 million offset by declines of \$4 million in global ringtone revenue.

*Revenue by Geographical Location*

*2013 vs. 2012*

U.S. revenues increased by \$48 million, or 4%, to \$1.161 billion for the fiscal year ended September 30, 2013 from \$1.113 billion for the fiscal year ended September 30, 2012. The increase in U.S. revenues reflected the growth in Recorded Music digital revenues, licensing revenues and artist services revenue slightly offset by a decline in Recorded Music physical revenues and Music Publishing revenues. U.S. Recorded Music physical revenue declined \$6 million as a result of the continued transition to digital platforms, but was offset by current period releases with strong physical demand such as Michael Bublé's "To Be Loved" and Blake Shelton's "Based on a True Story...". U.S. Recorded Music digital revenues increased \$39 million as a result of the continued growth in digital download revenue of \$20 million and in streaming and subscription service revenue of \$32 million, due to the increased availability and demand of digital formats including the introduction of new cloud and locker services, partially offset by a decline in mobile revenue of \$13 million. U.S. licensing revenues increased \$11 million due to timing. U.S. artist services and expanded-rights revenues increased \$14 million as a result of increased merchandise sales on managed tours of \$7 million. U.S. Music Publishing revenues decreased \$10 million primarily due to declines in mechanical revenue of \$6 million as a result of the ongoing impact of the transition from physical to digital sales in the music industry and synchronization revenue of \$11 million as a result of lower overall demand in the commercial and videogame markets. Partially offsetting these declines was the growth in U.S. Music Publishing digital revenue of \$9 million as a result of the continued growth in digital download revenue of \$5 million and in streaming and subscription service revenue of \$4 million.

International revenues increased by \$45 million, or 3%, to \$1.731 billion for the fiscal year ended September 30, 2013 from \$1.686 billion for the fiscal year ended September 30, 2012. Excluding the impact of the Acquisition, International Recorded Music revenues decreased \$9 million. Excluding the impact of the Acquisition, International Recorded Music physical sales decreased \$84 million primarily due to comparatively strong performance of key local releases in Japan in the prior year. Excluding the impact of the Acquisition, International Recorded Music digital revenues increased \$67 million as a result of growth in digital download revenue of \$30 million and in streaming and subscription service revenue of \$43 million, and was mainly attributable to continued success from current-period releases including Bruno Mars' "Unorthodox Jukebox" and current-period releases under third party distribution deals with strong digital demand, partially offset by a decline in mobile revenue of

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\$6 million. Excluding the impact of the Acquisition, artist services and expanded-rights revenue increased \$7 million, primarily due to the timing of tours in Japan which increased \$6 million and increased merchandise sales on managed tours in the U.K. of \$2 million. International Music Publishing revenues decreased \$5 million primarily due to declines in mechanical revenue of \$9 million as a result of the ongoing impact of the transition from physical to digital sales in the music industry and performance revenue of \$3 million. Partially offsetting these declines was the growth in International Music Publishing digital revenue of \$8 million as a result of the continued growth in streaming and subscription service revenue of \$6 million and digital download revenue of \$1 million. Excluding the unfavorable impact of foreign currency exchange rates, total international revenues increased \$90 million, or 6%.

*2012 vs. 2011*

U.S. revenues decreased by \$39 million, or 3%, to \$1.113 billion for the fiscal year ended September 30, 2012 from \$1.152 billion for the twelve months ended September 30, 2011. The overall decline in the U.S. Recorded Music business primarily reflected the ongoing transition from physical sales to digital sales, with a decline of \$56 million in physical revenue and lower artist services and expanded-rights revenues of \$18 million driven primarily by lower merchandise revenue of \$7 million and ticketing revenue of \$12 million. The decrease was partially offset by the strong performance of Michael Bublé's "Christmas" album and an increase in digital revenue of \$56 million driven by growth in digital downloads of \$34 million and the continued success of streaming services of \$34 million, partially offset by the continued decline in mobile revenue of \$12 million. The overall increase in the U.S. Music Publishing business was primarily the result of the timing of collections, partially offset by mechanical declines exceeding digital revenue growth and a reduction in U.S. radio license fees.

International revenues decreased by \$48 million, or 3%, to \$1.686 billion for the fiscal year ended September 30, 2012 from \$1.734 billion for the twelve months ended September 30, 2011. Excluding the unfavorable impact of foreign currency exchange, international revenues increased \$16 million, or 1%, for the fiscal year ended September 30, 2012. This performance reflected the current-year success of Michael Bublé's "Christmas" album and key local releases in Japan. An increase in digital revenue of \$48 million, primarily as a result of growth in digital downloads of \$42 million and the continued success of streaming services of \$27 million, was partially offset by the contracting demand for physical product, with a decline of \$10 million in physical revenue and lower artist services and expanded-rights revenues of \$48 million driven primarily by declines in concert promotion revenue of \$53 million as compared to results from the strong touring schedule in France in the prior period. Revenue growth in Japan of \$55 million, Germany of \$7 million and Italy of \$8 million was partially offset by weakness in France and the U.K., which declined by \$92 million and \$29 million, respectively.

See "Business Segment Results" presented hereinafter for a discussion of revenue by type for each business segment.

*Cost of revenues*

Our cost of revenues was composed of the following amounts (in millions):

	Successor			Predecessor From October 1, 2010 through July 19, 2011	For the Combined Twelve Months ended September 30, 2011	2013 vs. 2012		2012 vs. 2011	
	For the Fiscal Year Ended September 30, 2013	For the Fiscal Year Ended September 30, 2012	From July 20, 2011 through September 30, 2011			\$ Change	% Change	\$ Change	% Change
Artist and repertoire costs	\$ 956	\$ 969	\$ 168	\$ 834	\$ 1,002	\$ (13)	-1%	\$ (33)	-3%
Product costs	543	490	120	427	547	53	11%	(57)	-10%
<b>Total cost of revenues</b>	<b>\$ 1,499</b>	<b>\$ 1,459</b>	<b>\$ 288</b>	<b>\$ 1,261</b>	<b>\$ 1,549</b>	<b>\$ 40</b>	<b>3%</b>	<b>\$ (90)</b>	<b>-6%</b>

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*2013 vs. 2012*

Our cost of revenues increased by \$40 million, or 3%, to \$1.499 billion for the fiscal year ended September 30, 2013 from \$1.459 billion for the fiscal year ended September 30, 2012. Expressed as a percentage of revenues, cost of revenues remained flat at 52% for both the fiscal year ended September 30, 2013 and September 30, 2012.

Artist and repertoire costs decreased by \$13 million, or 1%, to \$956 million for the fiscal year ended September 30, 2013 from \$969 million for the fiscal year ended September 30, 2012. The decrease in artist and repertoire costs was driven by a shift towards higher margin Music Publishing deals, which more than offset an increase in revenue in the current period and the cost-recovery benefit of \$8 million in the prior period. Artist and repertoire costs as a percentage of revenues decreased to 33% for the fiscal year ended September 30, 2013 from 35% for the fiscal year ended September 30, 2012, due to a shift towards higher margin deals in Music Publishing.

Product costs increased by \$53 million, or 11%, to \$543 million for the fiscal year ended September 30, 2013 from \$490 million for the fiscal year ended September 30, 2012, primarily as a result of the increase in revenue. Product costs as a percentage of revenues increased to 19% for the fiscal year ended September 30, 2013 from 18% for the fiscal year ended September 30, 2012 due to the revenue mix driven by increases in Recorded Music artist services and expanded-rights revenue offset by the continued shift from physical to digital. Costs associated with our artist services and expanded-rights business are primarily recorded as a component of product costs. Revenue growth in artist services and expanded-rights was due to concert promotion and merchandise on managed tours, which tend to yield lower margins than our physical and digital revenue.

*2012 vs. 2011*

Cost of revenues decreased by \$90 million, or 6%, to \$1.459 billion for the fiscal year ended September 30, 2012 from \$1.549 billion for the twelve months ended September 30, 2011. Expressed as a percent of revenues, cost of revenues was 52% and 54% for the fiscal year ended September 30, 2012 and the twelve months ended September 30, 2011, respectively.

Artist and repertoire costs decreased by \$33 million, or 3%, to \$969 million for the fiscal year ended September 30, 2012 from \$1.002 billion for the twelve months ended September 30, 2011. The decrease in artist and repertoire costs was driven by the decrease in revenue, the timing of our artist and repertoire spend and a cost-recovery benefit related to the early termination of an artist contract of \$8 million. Artist and repertoire costs as a percentage of revenues remained flat at 35% for the fiscal year ended September 30, 2012 and for the twelve months ended September 30, 2011.

Product costs decreased by \$57 million, or 10%, to \$490 million for the fiscal year ended September 30, 2012 from \$547 million for the twelve months ended September 30, 2011. The decrease in product costs was primarily a result of a decrease in physical revenue in the current period and a decrease in artist services and expanded-rights revenue mainly due to the timing of our European concert promotion businesses. Costs associated with our artist services and expanded-rights business are primarily recorded as a component of product costs. Concert promotion tends to yield lower margins than our physical and digital revenue. Product costs as a percentage of revenues decreased to 18% for the fiscal year ended September 30, 2012 from 19% for the twelve months ended September 30, 2011.

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*Selling, general and administrative expenses*

Our selling, general and administrative expenses are composed of the following amounts (in millions):

	Successor			Predecessor	For the Combined Twelve Months ended	2013 vs. 2012		2012 vs. 2011	
	For the Fiscal Year Ended September 30, 2013	For the Fiscal Year Ended September 30, 2012	From July 20, 2011 through September 30, 2011	From October 1, 2010 through July 19, 2011	September 30, 2011	\$ Change	% Change	\$ Change	% Change
General and administrative expense (1)	\$ 609	\$ 574	\$ 106	\$ 493	\$ 599	\$ 35	6%	\$ (25)	-4%
Selling and marketing expense	422	390	78	335	413	32	8%	(23)	-6%
Distribution expense	59	55	12	46	58	4	7%	(3)	-5%
<b>Total selling, general and administrative expense</b>	<b>\$ 1,090</b>	<b>\$ 1,019</b>	<b>\$ 196</b>	<b>\$ 874</b>	<b>\$ 1,070</b>	<b>\$ 71</b>	<b>7%</b>	<b>\$ (51)</b>	<b>-5%</b>

- (1) Includes depreciation expense of \$51 million, \$51 million and \$42 million for the fiscal year ended September 30, 2013, the fiscal year ended September 30, 2012 and the twelve months ended September 30, 2011, respectively.

*2013 vs. 2012*

Total selling, general and administrative expense increased by \$71 million, or 7%, to \$1.090 billion for the fiscal year ended September 30, 2013 from \$1.019 billion for the fiscal year ended September 30, 2012. Expressed as a percentage of revenues, selling, general and administrative expenses increased to 38% for the fiscal year ended September 30, 2013 from 37% for the fiscal year ended September 30, 2012.

General and administrative expenses increased by \$35 million, or 6%, to \$609 million for the fiscal year ended September 30, 2013 from \$574 million for the fiscal year ended September 30, 2012. The increase in general and administrative expense was due to \$19 million of share-based compensation expense, \$11 million of a transaction fee under the Management Agreement related to the Acquisition, \$22 million of restructuring expense, and a \$24 million increase in professional fees and integration costs associated with the Acquisition compared to the prior-period. This was partially offset by lower variable compensation and \$31 million lower severance expense unrelated to the Acquisition. The current period results do not yet reflect the expected synergies from the Acquisition, which may not be realized in full. Expressed as a percentage of revenues, general and administrative expenses remained flat at 21% for the fiscal year ended September 30, 2013 and the fiscal year ended September 30, 2012.

Selling and marketing expense increased by \$32 million, or 8%, to \$422 million for the fiscal year ended September 30, 2013 from \$390 million for the fiscal year ended September 30, 2012, primarily related to higher variable marketing expense related to current-period releases. Expressed as a percentage of revenues, selling and marketing expense increased to 15% for the fiscal year ended September 30, 2013 from 14% for the fiscal year ended September 30, 2012, primarily as a result of the strong sales performance of Michael Bublé's "Christmas" in the prior-period, which had a lower proportionate marketing spend than current period releases.

Distribution expense increased by \$4 million, or 7%, to \$59 million for the fiscal year ended September 30, 2013 from \$55 million for the fiscal year ended September 30, 2012 due to increased revenue. Expressed as a percentage of revenues, distribution expense remained flat at 2% for the fiscal year ended September 30, 2013 and September 30, 2012.

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*2012 vs. 2011*

Selling, general and administrative expense decreased by \$51 million to \$1.019 billion for the fiscal year ended September 30, 2012 from \$1.070 billion for the twelve months ended September 30, 2011. Expressed as a percent of revenues, selling, general and administrative expense remained flat at 37% for the fiscal year ended September 30, 2012 and the twelve months ended September 30, 2011.

General and administrative expense decreased by \$25 million, or 4%, to \$574 million for the fiscal year ended September 30, 2012 from \$599 million for the twelve months ended September 30, 2011. The decrease in general and administrative expense was driven by merger transaction costs including advisory, accounting, legal and other professional fees of \$53 million in the prior period incurred in connection with the consummation of the Merger, the realization of cost savings from previously announced management initiatives and the prior period year charges for share-based compensation expense of \$24 million partially offset by an increase in depreciation expense resulting from recently completed capital projects and the revaluation of depreciable assets recorded in connection with the Merger, professional fees associated with our Management Agreement, costs related to the sale of EMI, an increase in variable compensation expense and the prior period year benefit for the LimeWire settlement. Expressed as a percentage of revenues, general and administrative expenses remained flat at 21% for the fiscal year ended September 30, 2012 and the twelve months ended September 30, 2011.

Selling and marketing expense decreased by \$23 million, or 6%, to \$390 million for the fiscal year ended September 30, 2012 from \$413 million for the twelve months ended September 30, 2011. The decrease in selling and marketing expense was primarily related to lower variable marketing expense as a result of our effort to better align spending on selling and marketing expense with revenues earned. Selling and marketing expense as a percentage of revenues remained flat at 14% for the fiscal year ended September 30, 2012 and for the twelve months ended September 30, 2011.

Distribution expense decreased by \$3 million, or 5%, to \$55 million for the fiscal year ended September 30, 2012 from \$58 million for the twelve months ended September 30, 2011. Distribution expense remained flat as a percentage of revenues at 2% for the fiscal year ended September 30, 2012 and for the twelve months ended September 30, 2011.

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**Reconciliation of Consolidated Historical OIBDA to Operating Income and Net Loss Attributable to Warner Music Group Corp.**

As previously described, we use OIBDA as our primary measure of financial performance. The following table reconciles OIBDA to operating income, and further provides the components from operating income to net loss attributable to Warner Music Group Corp. for purposes of the discussion that follows (in millions):

	Successor			Predecessor From October 1, 2010 through July 19, 2011	For the Combined Twelve Months ended September 30, 2011	2013 vs. 2012		2012 vs. 2011	
	For the Year Ended September 30, 2013	For the Year Ended September 30, 2012	From July 20, 2011 through September 30, 2011			\$ Change	% Change	\$ Change	% Change
OIBDA	\$ 333	\$ 353	\$ 81	\$ 209	\$ 290	\$ (20)	-6%	\$ 63	22%
Depreciation expense	(51)	(51)	(9)	(33)	(42)	—	—%	(9)	-21%
Amortization expense	(207)	(193)	(38)	(178)	(216)	(14)	-7%	23	11%
<b>Operating income (loss)</b>	<b>75</b>	<b>109</b>	<b>34</b>	<b>(2)</b>	<b>32</b>	<b>(34)</b>	<b>-31%</b>	<b>77</b>	<b>—%</b>
Loss on extinguishment of debt	(85)	—	—	—	—	(85)	—%	—	—%
Interest expense, net	(203)	(225)	(62)	(151)	(213)	22	10%	(12)	-6%
Other (expense) income, net	(12)	8	—	5	5	(20)	—%	3	60%
<b>(Loss) income before income taxes</b>	<b>(225)</b>	<b>(108)</b>	<b>(28)</b>	<b>(148)</b>	<b>(176)</b>	<b>(117)</b>	<b>-108%</b>	<b>68</b>	<b>39%</b>
Income tax benefit (expense)	31	(1)	(3)	(27)	(30)	32	—%	29	97%
<b>Net loss</b>	<b>(194)</b>	<b>(109)</b>	<b>(31)</b>	<b>(175)</b>	<b>(206)</b>	<b>(85)</b>	<b>-78%</b>	<b>97</b>	<b>47%</b>
Less: (income) loss attributable to noncontrolling interest	(4)	(3)	—	1	1	(1)	-33%	(4)	—%
<b>Net loss attributable to Warner Music Group Corp.</b>	<b>\$ (198)</b>	<b>\$ (112)</b>	<b>\$ (31)</b>	<b>\$ (174)</b>	<b>\$ (205)</b>	<b>\$ (86)</b>	<b>-77%</b>	<b>\$ 93</b>	<b>45%</b>

**OIBDA**

*2013 vs. 2012*

Our OIBDA decreased by \$20 million, or 6%, to \$333 million for the fiscal year ended September 30, 2013 as compared to \$353 million for the fiscal year ended September 30, 2012. Expressed as a percentage of revenues, total OIBDA margin decreased to 12% for the fiscal year ended September 30, 2013, from 13% for the fiscal year ended September 30, 2012.

Our OIBDA decrease is primarily due to the increase in selling, general and administrative expenses resulting from the Acquisition, specifically restructuring expense of \$22 million, a transaction fee under the Management Agreement of \$11 million and \$38 million in integration costs and professional fees, which were \$24 million higher than prior-period. The remaining increase of \$37 million, excluding these items, was a result of an increase in revenue with a related increase in cost of revenues, decreases in selling, general and administrative expenses unrelated to the Acquisition, and an increase in selling and marketing expense of \$32 million, primarily related to higher variable marketing due to higher revenues. Overall, this resulted in a decreased OIBDA margin.

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*2012 vs. 2011*

Our OIBDA increased by \$63 million or 22%, to \$353 million for the fiscal year ended September 30, 2012 as compared to \$290 million for the twelve months ended September 30, 2011. Expressed as a percentage of revenues, total OIBDA margin increased by 3% to 13% for the fiscal year ended September 30, 2012 as compared to 10% for the twelve months ended September 30, 2011.

Our OIBDA increase primarily reflected the prior-period charges for transaction costs incurred in connection with the consummation of the Merger and share-based compensation expense related to the payout for unvested Predecessor options and restricted stock awards as well as from the modification of certain restricted stock award agreements. Our OIBDA increase also reflected the strong current-year sales performance of Michael Bublé's "Christmas," which increased overall margin due to reductions in proportionate marketing spend, a strong back-end weighted release schedule particularly in Japan, the realization of cost savings from previously announced management initiatives and a cost-recovery benefit related to the early termination of an artist contract, partially offset by the prior-period benefit for the LimeWire settlement, increases in professional fees associated with our Management Agreement and costs related to the sale of EMI. In addition, our Music Publishing business improved its OIBDA margin as a result of a disciplined A&R investment and acquisition strategy focused on higher-margin assets.

See "Business Segment Results" presented hereinafter for a discussion of OIBDA by business segment.

*Depreciation expense*

*2013 vs. 2012*

Our depreciation expense remained flat at \$51 million, for the fiscal year ended September 30, 2013 and the fiscal year ended September 30, 2012.

*2012 vs. 2011*

Depreciation expense increased by \$9 million, or 21%, to \$51 million for the fiscal year ended September 30, 2012 from \$42 million for the twelve months ended September 30, 2011. The increase was primarily due to recently completed capital projects and revaluation of depreciable assets recorded in connection with the Merger.

*Amortization expense*

*2013 vs. 2012*

Amortization expense increased by \$14 million, or 7%, to \$207 million for the fiscal year ended September 30, 2013 from \$193 million for the fiscal year ended September 30, 2012 due to the Acquisition and the resulting increase in amortizable intangible assets.

*2012 vs. 2011*

Amortization expense decreased by \$23 million, or 11%, to \$193 million for the fiscal year ended September 30, 2012 to \$216 million for the twelve months ended September 30, 2011. The decrease was primarily related to revaluation of amortizable assets recorded in connection with the Merger, which resulted in longer useful lives of our intangible assets, partially offset by additional amortization associated with recent intangible asset acquisitions.

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*Operating income (loss)*

*2013 vs. 2012*

Our operating income decreased \$34 million, or 31%, to \$75 million, for the fiscal year ended September 30, 2013 from operating income of \$109 million for the fiscal year ended September 30, 2012. Operating income margin decreased to 3% for the fiscal year ended September 30, 2013 from 4% for the fiscal year ended September 30, 2012. The decrease in operating income was primarily due to the decrease in OIBDA and the increase in amortization expense as noted above.

*2012 vs. 2011*

Our operating income increased by \$77 million to \$109 million for the fiscal year ended September 30, 2012 from \$32 million for the twelve months ended September 30, 2011. Operating income margin increased to 4% for the fiscal year ended September 30, 2012, from 1% for the twelve months ended September 30, 2011. The increase in operating income was primarily due to the increase in OIBDA and the decrease in amortization expense, partially offset by the increase in depreciation expense as noted above.

*Loss on extinguishment of debt*

*2013 vs. 2012*

On November 1, 2012, we completed a refinancing of our then outstanding Senior Secured Notes due 2016. As a result, we recorded a loss on extinguishment of debt of approximately \$83 million, representing the difference between the redemption payment and the carrying value of the debt as of the refinancing date. On June 21, 2013, we redeemed 10% of our then outstanding Senior Secured Notes due 2021. As a result, we recorded a loss on extinguishment of debt of approximately \$2 million, which represents the premium paid on early redemption.

*Interest expense, net*

*2013 vs. 2012*

Our interest expense, net, decreased by \$22 million, or 10%, to \$203 million for the fiscal year ended September 30, 2013 from \$225 million for the fiscal year ended September 30, 2012. The decrease was primarily driven by the refinancing of our Senior Secured Notes due 2016 on November 1, 2012 and the modification of the Term Loan Facility on May 9, 2013, partially offset by the increase in debt related to the Acquisition. Our current debt obligations have lower comparable interest rates than the debt obligations outstanding in the prior period.

*2012 vs. 2011*

Interest expense, net, increased by \$12 million, or 6%, to \$225 million for the fiscal year ended September 30, 2012 from \$213 million for the twelve months ended September 30, 2011. The increase was primarily driven by our new debt obligations, which were issued in connection with the refinancing of certain of our existing indebtedness in connection with the Merger at higher interest rates than the debt that was refinanced, partially offset by tender/call premiums of \$19 million incurred in connection with the debt obligations that were repaid in full during the twelve months ended September 30, 2011.

See “—Financial Condition and Liquidity” for more information.

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*Other (expense) income, net*

*2013 vs. 2012*

Other expense, net, includes net hedging losses on foreign exchange contracts, which represent currency exchange movements associated with intercompany receivables and payables that are short term in nature, and equity losses on our share of net income or loss on investments recorded in accordance with the equity method of accounting for an unconsolidated investee. The fiscal year ended September 30, 2013 also included a \$7 million expense for the reimbursement of tax indemnities received in the fiscal year ended September 30, 2012 as a result of tax law changes in Germany. The fiscal year ended September 30, 2012 included a \$7 million payment received for tax indemnities related to tax matters in Brazil.

*2012 vs. 2011*

Other income, net for the fiscal year ended September 30, 2012 and the twelve months ended September 30, 2011 included net hedging gains on foreign exchange contracts, which represent currency exchange movements associated with intercompany receivables and payables that are short term in nature, offset by equity in earnings on our share of net income or loss on investments recorded in accordance with the equity method of accounting for an unconsolidated investee. The increase in other income was driven by payments received for tax indemnities related to tax matters in Brazil.

*Income tax benefit (expense)*

*2013 vs. 2012*

We incurred income tax benefit of \$31 million for the fiscal year ended September 30, 2013 as compared to an expense of \$1 million for the fiscal year ended September 30, 2012. The decrease in the income tax expense primarily relates to the recognition of deferred tax benefits for higher losses in certain foreign jurisdictions related to the Acquisition, the impact of a tax rate change in the U.K. and a tax benefit related to a German tax law change for the fiscal year ended September 30, 2013.

*2012 vs. 2011*

We provided income tax expense of \$1 million and \$30 million for the fiscal year ended September 30, 2012 and for the twelve month ended September 30, 2011, respectively. The decrease in income tax expense primarily relates to the recognition in the fiscal year ended September 30, 2012 of deferred tax benefits for losses generated in various jurisdictions including the U.S. and the impact of tax rate changes in the U.K. and Japan.

*Net loss*

*2013 vs. 2012*

Our net loss increased by \$85 million, to a net loss of \$194 million for the fiscal year ended September 30, 2013 as compared to a net loss of \$109 million for the fiscal year ended September 30, 2012. The increased loss was driven by the loss on extinguishment of debt, the decrease in operating income noted above, and the increase in other expense, partially offset by lower interest expense and lower income tax expense.

*2012 vs. 2011*

Our net loss decreased by \$97 million to \$109 million for the fiscal year ended September 30, 2012, as compared to \$206 million for the twelve months ended September 30, 2011. The decrease in net loss was driven primarily by the increase in operating income and lower income tax expense, partially offset by increases in interest expense, net as noted above.

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*Noncontrolling interest*

*2013 vs. 2012*

Net income attributable to noncontrolling interests was \$4 million for the fiscal year ended September 30, 2013 and \$3 million for the fiscal year ended September 30, 2012.

*2012 vs. 2011*

Net income attributable to noncontrolling interests for the fiscal year ended September 30, 2012 was \$3 million and net loss attributable to noncontrolling interests for the twelve months ended September 30, 2011 was \$1 million.

**Business Segment Results**

Revenue, OIBDA and operating income (loss) by business segment are as follows (in millions):

	Successor			Predecessor From October 1, 2010 through July 19, 2011	For the Combined Twelve Months ended September 30, 2011	2013 vs. 2012		2012 vs. 2011	
	For the Fiscal Year Ended September 30, 2013	For the Fiscal Year Ended September 30, 2012	From July 20, 2011 through September 30, 2011			\$ Change	% Change	\$ Change	% Change
<b>Recorded Music</b>									
Revenue	\$ 2,389	\$ 2,281	\$ 457	\$ 1,890	\$ 2,347	\$ 108	5%	\$ (66)	-3%
OIBDA	270	289	49	238	287	(19)	-7%	2	—%
Operating income	\$ 92	\$ 126	\$ 18	\$ 97	\$ 115	\$ (34)	-27%	\$ 11	9%
<b>Music Publishing</b>									
Revenue	\$ 503	\$ 518	\$ 103	\$ 436	\$ 539	\$ (15)	-3%	\$ (21)	-4%
OIBDA	148	146	50	92	142	2	1%	4	3%
Operating income	\$ 81	\$ 79	\$ 38	\$ 30	\$ 68	\$ 2	3%	\$ 11	16%
<b>Corporate Expenses and Eliminations</b>									
Revenue	\$ (21)	\$ (19)	\$ (4)	\$ (15)	\$ (19)	\$ (2)	-11%	—%	—%
OIBDA	(85)	(82)	(18)	(121)	(139)	(3)	-4%	57	41%
Operating loss	\$ (98)	\$ (96)	\$ (22)	\$ (129)	\$ (151)	(2)	-2%	\$ 55	36%
<b>Total</b>									
Revenue	\$ 2,871	\$ 2,780	\$ 556	\$ 2,311	\$ 2,867	\$ 91	3%	\$ (87)	-3%
OIBDA	333	353	81	209	290	(20)	-6%	63	22%
Operating income (loss)	\$ 75	\$ 109	\$ 34	\$ (2)	\$ 32	\$ (34)	-31%	\$ 77	—%

*Recorded Music*

*Revenues*

*2013 vs. 2012*

Recorded Music revenues increased by \$108 million, or 5%, to \$2.389 billion for the fiscal year ended September 30, 2013 from \$2.281 billion for the fiscal year ended September 30, 2012. U.S. Recorded Music revenues were \$973 million and \$915 million, or 41% and 40% of consolidated Recorded Music revenues for the fiscal year ended September 30, 2013 and September 30, 2012, respectively. International Recorded Music revenues were \$1.416 billion and \$1.366 billion, or 59% and 60% of consolidated Recorded Music revenues for the fiscal year ended September 30, 2013 and September 30, 2012, respectively.

The overall increase in Recorded Music revenue reflected growth in digital revenues, which more than offset the continued decline in physical sales, as well as increases in artist services and expanded-rights revenue and licensing revenue. The decrease in physical sales was driven by the ongoing transition from physical to digital sales as well as the comparatively strong prior-period performance of Michael Bublé's "Christmas" album

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and key local releases in Japan, which were more heavily weighted towards physical sales. The current period included the success of Led Zeppelin's "Celebration Day" which was more heavily weighted towards physical sales. Excluding the impact of the Acquisition, physical revenues declined \$90 million. Digital revenues continued to grow, up \$132 million, or 15%, in the current period and more than offset the declines in physical revenue for a second consecutive year. Excluding the impact of the Acquisition, digital revenues increased \$106 million. The increase was driven by strong growth in downloads, which increased \$50 million, and in streaming and subscription services, which increased \$75 million, offset by the decline in mobile revenue of \$19 million which, reflected the continued decrease in demand for ringtones and ringback tones. The increases were attributable to current-period releases such as Bruno Mars' "Unorthodox Jukebox" and current period releases under third-party distribution deals, as well as continued success from prior-period releases with strong digital carryover sales from Flo Rida and fun. Excluding the impact of the Acquisition, artist services and expanded-rights revenue increased \$21 million due to timing of tours in Europe and Asia and higher merchandising revenue in the U.S. Excluding the impact of the Acquisition, licensing revenues increased \$12 million primarily due to timing. Excluding the unfavorable impact of foreign currency exchange rates, total Recorded Music revenues increased by \$150 million, or 7%.

*2012 vs. 2011*

Recorded Music revenues decreased by \$66 million, or 3%, to \$2.281 billion for the fiscal year ended September 30, 2012, from \$2.347 billion for the twelve months ended September 30, 2011. U.S. Recorded Music revenues were \$915 million and \$961 million, or 40% and 41% of consolidated Recorded Music revenues for the fiscal year ended September 30, 2012 and for the twelve months ended September 30, 2011, respectively. International Recorded Music revenues were \$1.366 billion and \$1.386 billion, or 60% and 59% of consolidated Recorded Music revenues for the fiscal year ended September 30, 2012 and the twelve months ended September 30, 2011, respectively. Excluding the unfavorable impact of foreign currency exchange rates, total Recorded Music revenues decreased by \$20 million, or 1%.

This performance reflected the ongoing impact of the transition from physical to digital sales offset by the current-year success of Michael Bublé's "Christmas" album and key local releases in Japan. In addition, growth in digital revenues more than offset physical revenue declines in our Recorded Music business. Artist services and expanded-rights revenues decreased primarily due to a decline in concert promotion revenue resulting from a strong touring schedule in France in the prior period which was not duplicated in the current year. Licensing revenues decreased due primarily to timing. The increase in digital revenues was driven by an increase in revenue from streaming and subscription services of \$58 million, growth in digital download revenue of \$70 million mainly in the U.S., Latin America and certain European territories, partially offset by a \$32 million decline in global ringtone revenue.

Recorded Music cost of revenues was composed of the following amounts (in millions):

	Successor			Predecessor		2013 vs. 2012		2012 vs. 2011	
	For the Year Ended September 30, 2013	For the Year Ended September 30, 2012	From July 20, 2011 through September 30, 2011	From October 1, 2010 through July 19, 2011	For the Combined Twelve Months ended September 30, 2011	\$ Change	% Change	\$ Change	% Change
Artist and repertoire costs	\$ 681	\$ 679	\$ 131	\$ 560	\$ 691	\$ 2	—	\$ (12)	-2%
Product costs	543	490	119	428	547	53	11%	(57)	-10%
<b>Total cost of revenues</b>	<b>\$ 1,224</b>	<b>\$ 1,169</b>	<b>\$ 250</b>	<b>\$ 988</b>	<b>\$ 1,238</b>	<b>\$ 55</b>	<b>5%</b>	<b>\$ (69)</b>	<b>-6%</b>

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*Cost of revenues*

*2013 vs. 2012*

Recorded Music cost of revenues increased by \$55 million, or 5%, to \$1.224 billion for the fiscal year ended September 30, 2013 from \$1.169 billion for the fiscal year ended September 30, 2012, primarily as a result of the increase in revenue. Expressed as a percentage of Recorded Music revenues, cost of revenues remained flat at 51% for the fiscal year ended September 30, 2013 and September 30, 2012.

*2012 vs. 2011*

Recorded Music cost of revenues decreased by \$69 million, or 6%, to \$1.169 billion for the fiscal year ended September 30, 2012 from \$1.238 billion for the twelve months ended September 30, 2011. Cost of revenues represented 51% and 53% of Recorded Music revenues for the fiscal year ended September 30, 2012 and the twelve months ended September 30, 2011, respectively. The decrease in product costs was primarily the result of the decrease in physical revenue in the current-year and lower artist services revenue from our European concert promotion businesses. Costs associated with our artist services businesses are primarily recorded as a component of product costs. The decrease in artist and repertoire costs was driven by the decrease in revenue for the current period, the timing of our artist and repertoire spend and a cost-recovery benefit related to the early termination of an artist contract.

Recorded Music selling, general and administrative expenses were composed of the following amounts (in millions):

	Successor			Predecessor		2013 vs. 2012		2012 vs. 2011	
	For the Year Ended September 30, 2013	For the Year Ended September 30, 2012	From July 20, 2011 through September 30, 2011	From October 1, 2010 through July 19, 2011	For the Combined Twelve Months ended September 30, 2011	\$ Change	% Change	\$ Change	% Change
General and administrative expense (1)	\$ 451	\$ 414	\$ 74	\$ 309	\$ 383	\$ 37	9%	\$ 31	8%
Selling and marketing expense	417	385	77	330	407	32	8%	(22)	-5%
Distribution expense	59	55	12	46	58	4	7%	(3)	-5%
<b>Total selling, general and administrative expense</b>	<b>\$ 927</b>	<b>\$ 854</b>	<b>\$ 163</b>	<b>\$ 685</b>	<b>\$ 848</b>	<b>\$ 73</b>	<b>9%</b>	<b>\$ 6</b>	<b>1%</b>

- (1) Includes depreciation expense of \$32 million, \$31 million, and \$26 million for the fiscal year ended September 30, 2013, the fiscal year ended September 30, 2012 and the twelve months ended September 30, 2011, respectively.

*Selling, general and administrative expense*

*2013 vs. 2012*

Recorded Music selling, general and administrative expense increased by \$73 million, or 9%, to \$927 million for the fiscal year ended September 30, 2013 from \$854 million for the fiscal year ended September 30, 2012. This increase was primarily due to higher general and administrative expense and selling and marketing expense. The \$37 million increase in general and administrative expense was due to \$8 million of share-based compensation expense, \$11 million of a transaction fee under the Management Agreement related to the Acquisition, \$22 million of restructuring expense, and a \$36 million increase in professional fees and integration costs associated with the Acquisition. This was partially offset by lower variable compensation and \$26 million lower severance. The current period results do not yet reflect the expected synergies from the Acquisition, which may not be realized in full. The \$32 million increase in selling and marketing expense was primarily the result of variable marketing increases related to current-period releases compared to prior-period releases. Expressed as a percentage of Recorded Music revenues, selling, general and administrative expense increased to 39% for the fiscal year ended September 30, 2013 from 37% for the fiscal year ended September 30, 2012.

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*2012 vs. 2011*

Selling, general and administrative costs increased by \$6 million, or 1%, to \$854 million for the fiscal year ended September 30, 2012 from \$848 million for the twelve months ended September 30, 2011. Expressed as a percentage of Recorded Music revenues, selling, general and administrative expenses increased to 37% for fiscal year ended September 30, 2012 from 36% for the twelve months ended September 30, 2011. The increase in selling, general and administrative expense was driven primarily by the increase in general and administrative expense, partially offset by the decrease in selling and marketing expense and distribution expense. The increase in general and administrative expense was driven by an increase in severance charges and an increase in depreciation expense resulting from recently completed capital projects and purchase price accounting recorded in connection with the Merger as well as the prior period benefit for the LimeWire settlement, partially offset by the realization of cost savings from previously announced management initiatives and a prior period charge for share-based compensation expense. The decrease in selling and marketing expense was driven by our continued efforts to better align spending on selling and marketing expense with revenues earned. The decrease in distribution expense was driven by the ongoing transition from physical to digital sales.

*OIBDA and Operating income*

Recorded Music operating income included the following amounts (in millions):

	Successor			Predecessor		2013 vs. 2012		2012 vs. 2011	
	For the Year Ended September 30, 2013	For the Year Ended September 30, 2012	From July 20, 2011 through September 30, 2011	From October 1, 2010 through July 19, 2011	For the Combined Twelve Months ended September 30, 2011	\$ Change	% Change	\$ Change	% Change
OIBDA	\$ 270	\$ 289	\$ 49	\$ 238	\$ 287	\$ (19)	-7%	\$ 2	1%
Depreciation and amortization expense	(178)	(163)	(31)	(141)	(172)	(15)	-9%	9	5%
Operating Income	\$ 92	\$ 126	\$ 18	\$ 97	\$ 115	\$ (34)	-27%	\$ 11	10%

*2013 vs. 2012*

Recorded Music OIBDA decreased by \$19 million, or 7%, to \$270 million for the fiscal year ended September 30, 2013 from \$289 million for the fiscal year ended September 30, 2012. Expressed as a percentage of Recorded Music revenues, Recorded Music OIBDA margin decreased to 11% for the fiscal year ended September 30, 2013 from 13% for the fiscal year ended September 30, 2012. Our Recorded Music OIBDA and OIBDA margin decrease was primarily driven by the increase in costs as a percentage of revenue for selling, general and administrative expense.

Recorded Music operating income decreased by \$34 million, or 27%, due to the decrease in OIBDA noted above and the additional depreciation and amortization expense, primarily relating to amortization of intangible assets acquired from PLG.

*2012 vs. 2011*

Recorded Music OIBDA increased by \$2 million, or 1%, to \$289 million for the fiscal year ended September 30, 2012 from \$287 million for the twelve months ended September 30, 2011. Expressed as a percentage of Recorded Music revenues, Recorded Music OIBDA margin increased to 13% for the fiscal year ended September 30, 2012 from 12% for the twelve months ended September 30, 2011. Our Recorded Music OIBDA results reflected the prior period benefit for the LimeWire settlement, a decrease in revenue, an increase in severance charges and an increase in costs related to the sale of EMI, offset by the strong current-year sales performance of Michael Bublé's "Christmas," which increased overall margin due to reductions in proportionate marketing spend, a strong release schedule in Japan, the realization of cost savings from previously announced management initiatives, the decrease in selling and marketing expense, a cost recovery benefit related to the early termination of an artist contract and prior period share-based compensation expense.

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Recorded Music operating income increased by \$11 million, or 10%, due to a decrease in amortization expense driven by the extended useful lives of certain intangible assets recorded in connection with the Merger, partially offset by an increase in depreciation expense. Recorded Music operating income margin increased to 6% for the fiscal year ended September 30, 2012 from 5% for the twelve months ended September 30, 2011.

*Music Publishing*

*Revenues*

*2013 vs. 2012*

Music Publishing revenues decreased by \$15 million, or 3%, to \$503 million for the fiscal year ended September 30, 2013 from \$518 million for the fiscal year ended September 30, 2012. U.S. Music Publishing revenues were \$188 million and \$198 million, or 37% and 38%, of Music Publishing revenues for the fiscal year ended September 30, 2013 and September 30, 2012, respectively. International Music Publishing revenues were \$315 million and \$320 million, or 63% and 62%, of Music Publishing revenues for the fiscal year ended September 30, 2013 and September 30, 2012, respectively.

The overall decrease in Music Publishing revenue was driven primarily by the continued decline in mechanical revenue and a decline in synchronization revenue, partially offset by the increase in digital revenue. The decrease in mechanical revenue reflected the impact of the ongoing transition from physical to digital sales in the music industry as well as the decision to exit certain lower-margin deals in the prior period. The decrease in synchronization revenue reflected lower overall demand in the commercial and videogame market. The increase in digital revenue reflected continued growth in digital downloads of \$6 million and streaming and subscription services of \$10 million. Excluding the unfavorable impact of foreign currency exchange rates, total Music Publishing revenues decreased by \$12 million, or 2%.

*2012 vs. 2011*

Music Publishing revenues decreased by \$21 million, or 4%, to \$518 million for the fiscal year ended September 30, 2012 from \$539 million for the twelve months ended September 30, 2011. U.S. Music Publishing revenues were \$198 million and \$191 million, or 38% and 35% of Music Publishing revenues for the fiscal year ended September 30, 2012 and for the twelve months ended September 30, 2011, respectively. International Music Publishing revenues were \$320 million and \$348 million, or 62% and 65% of Music Publishing revenues for the fiscal year ended September 30, 2012 and for the twelve months ended September 30, 2011, respectively. Excluding the unfavorable impact of foreign currency exchange rates, total Music Publishing revenues decreased by \$3 million, or 1%.

The decrease in Music Publishing revenue was driven primarily by decreases in mechanical revenue and performance revenue, partially offset by an increase in digital revenue. The decrease in mechanical revenue reflected the impact of the ongoing transition from physical to digital sales in the recorded music industry and the decision to exit certain lower-margin administration deals. The decrease in performance revenue was driven primarily by a reduction in U.S. radio license fees and a market decline in the U.K., partially offset by a stronger advertising market, strong chart positions and recent acquisitions. The increase in digital revenue was driven by the growth of global digital downloads of \$7 million and the continued success of streaming services of \$4 million offset by declines of \$4 million in global ringtone revenue.

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Music Publishing cost of revenues was composed of the following amounts (in millions):

	Successor			Predecessor	For the Combined	2013 vs. 2012		2012 vs. 2011	
	For the Year Ended September 30, 2013	For the Year Ended September 30, 2012	From July 20, 2011 through September 30, 2011	From October 1, 2010 through July 19, 2011	Twelve Months ended September 30, 2011	\$ Change	% Change	\$ Change	% Change
Artist and repertoire costs	\$ 296	\$ 309	\$ 42	\$ 288	\$ 330	\$ (13)	-4%	\$ (21)	-6%
<b>Total cost of revenues</b>	<b>\$ 296</b>	<b>\$ 309</b>	<b>\$ 42</b>	<b>\$ 288</b>	<b>\$ 330</b>	<b>\$ (13)</b>	<b>-4%</b>	<b>\$ (21)</b>	<b>-6%</b>

*Cost of revenues*

*2013 vs. 2012*

Music Publishing cost of revenues decreased by \$13 million, or 4%, to \$296 million for the fiscal year ended September 30, 2013 from \$309 million for the fiscal year ended September 30, 2012. Expressed as a percentage of Music Publishing revenues, Music Publishing cost of revenues decreased to 59% for the fiscal year ended September 30, 2013 from 60% for the fiscal year ended September 30, 2012 as a result of the shift towards higher margin deals.

*2012 vs. 2011*

Music Publishing cost of revenues decreased by \$21 million, or 6%, to \$309 million for the fiscal year ended September 30, 2012 from \$330 million for the twelve months ended September 30, 2011. Expressed as a percentage of Music Publishing revenues, Music Publishing cost of revenues decreased from 61% for the twelve months ended September 30, 2011 to 60% for the fiscal year ended September 30, 2012. The decrease was driven primarily as a result of a disciplined A&R investment and acquisition strategy focused on higher-margin assets, partially offset by a year-over-year increase in unproven artist spend.

Music Publishing selling, general and administrative expenses were comprised of the following amounts (in millions):

	Successor			Predecessor	For the Combined	2013 vs. 2012		2012 vs. 2011	
	For the Year Ended September 30, 2012	For the Year Ended September 30, 2012	From July 20, 2011 through September 30, 2011	From October 1, 2010 through July 19, 2011	Twelve Months ended September 30, 2011	\$ Change	% Change	\$ Change	% Change
General and administrative expense (1)	\$ 63	\$ 67	\$ 9	\$ 58	\$ 67	\$ (4)	-6%	\$ —	— %
Selling and marketing expense	2	2	1	1	2	—	— %	—	— %
<b>Total selling, general and administrative expense</b>	<b>\$ 65</b>	<b>\$ 69</b>	<b>\$ 10</b>	<b>\$ 59</b>	<b>\$ 69</b>	<b>\$ (4)</b>	<b>-6%</b>	<b>\$ —</b>	<b>— %</b>

- (1) Includes depreciation expense of \$6 million, \$6 million, and \$4 million for the fiscal year ended September 30, 2013, the fiscal year ended September 30, 2012 and the twelve months ended September 30, 2011, respectively.

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*Selling, general and administrative expense*

*2013 vs. 2012*

Music Publishing selling, general and administrative expense decreased by \$4 million, or 6%, to \$65 million for the fiscal year ended September 30, 2013 from \$69 million for the fiscal year ended September 30, 2012, primarily due to lower variable compensation and \$3 million lower severance expense recorded within general and administrative expense. Expressed as a percentage of Music Publishing revenues, Music Publishing selling, general and administrative expense remained flat at 13% for the fiscal year ended September 30, 2013 and the fiscal year ended September 30, 2012.

*2012 vs. 2011*

Music Publishing selling, general and administrative expense was \$69 million for the fiscal year ended September 30, 2012 and for the twelve months ended September 30, 2011. Expressed as a percentage of Music Publishing revenues, Music Publishing selling, general and administrative expense also remained flat at 13% for the fiscal years ended September 30, 2012 and for the twelve months ended September 30, 2011.

*OIBDA and Operating income*

Music Publishing operating income includes the following amounts (in millions):

	Successor			Predecessor	For the Combined Twelve Months ended September 30, 2011	2013 vs. 2012		2012 vs. 2011	
	For the Year Ended September 30, 2013	For the Year Ended September 30, 2012	From July 20, 2011 through September 30, 2011			From October 1, 2010 through July 19, 2011	\$ Change	% Change	\$ Change
OIBDA	\$ 148	\$ 146	\$ 50	\$ 92	\$ 142	\$ 2	1%	\$ 4	3%
Depreciation and amortization expense	(67)	(67)	(12)	(62)	(74)	—	—%	7	-9%
Operating Income	\$ 81	\$ 79	\$ 38	\$ 30	\$ 68	\$ 2	3%	\$ 11	16%

*2013 vs. 2012*

Music Publishing OIBDA increased by \$2 million, or 1%, to \$148 million for the fiscal year ended September 30, 2013 from \$146 million for the fiscal year ending September 30, 2012 primarily as a result of a decrease in selling, general and administrative expense. Expressed as a percentage of Music Publishing revenues, Music Publishing OIBDA margin increased to 29% for the fiscal year ended September 30, 2013 from 28% for the fiscal year ended September 30, 2012 primarily due to the shift towards higher-margin deals.

Music Publishing operating income increased by \$2 million due to the increase in OIBDA noted above.

*2012 vs. 2011*

Music Publishing OIBDA increased by \$4 million, or 3%, to \$146 million for the fiscal year ended September 30, 2012 from \$142 million for the twelve months ended September 30, 2011. Expressed as a percentage of Music Publishing revenues, Music Publishing OIBDA increased to 28% for the fiscal year ended September 30, 2012 from 26% for the twelve months ended September 30, 2011. The increase in OIBDA margin was primarily the result of a disciplined A&R investment and acquisition strategy focused on higher-margin assets, lower severance charges taken during the current period and the prior-period charge incurred in connection with the consummation of the Merger related to a change in control fee, partially offset by an increase in unproven artist spend.

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Music Publishing operating income increased by \$11 million for the fiscal year ended September 30, 2012 due primarily to the increase in OIBDA noted above and lower amortization expense driven by the extended useful lives of certain intangible assets recorded in connection with the Merger, partially offset by the increase in depreciation expense.

*Corporate Expenses and Eliminations*

*2013 vs. 2012*

Our OIBDA loss from corporate expenses and eliminations increased by \$3 million to \$85 million for the fiscal year ended September 30, 2013 from \$82 million for the fiscal year ended September 30, 2012. The increase was mainly due higher share-based compensation expense partially offset by lower severance expense in the current period.

Our operating loss from corporate expenses and eliminations increased by \$2 million to \$98 million for the fiscal year ended September 30, 2013 from \$96 million for the fiscal year ended September 30, 2012 due to the increase of \$3 million in OIBDA loss noted above offset by a decrease of \$1 million in depreciation expense.

*2012 vs. 2011*

Our OIBDA loss from corporate expenses and eliminations decreased by \$57 million to \$82 million for the fiscal year ended September 30, 2012, from \$139 million for the twelve months ended September 30, 2011, primarily as a result of the realization of cost savings from previously announced management initiatives, lower severance charges, prior-period charges for share-based compensation expense and transaction costs incurred in connection with the consummation of the Merger, partially offset by an increase in professional fees related to the sale of EMI and our annual fees related to the Management Agreement.

Our operating loss from corporate expenses and eliminations decreased to \$96 million for the fiscal year ended September 30, 2012, from \$151 million for the twelve months ended September 30, 2011. The decrease in operating loss was primarily driven by the decrease in corporate expenses noted above, partially offset by an increase in depreciation expense.

**FINANCIAL CONDITION AND LIQUIDITY****Financial Condition at September 30, 2013**

At September 30, 2013, we had \$2.867 billion of debt, \$155 million of cash and equivalents (net debt of \$2.712 billion, defined as total debt less cash and equivalents and short-term investments) and \$726 million of Warner Music Group Corp. equity. This compares to \$2.206 billion of debt, \$302 million of cash and equivalents (net debt of \$1.904 billion) and \$927 million of Warner Music Group Corp. equity at September 30, 2012. Net debt increased by \$808 million as a result of (i) \$661 million of additional net debt borrowed in the current year in connection with our acquisition of PLG and (ii) a \$147 million decrease in cash.

The \$201 million decrease in Warner Music Group Corp.'s equity during the fiscal year ended September 30, 2013 was primarily due to our \$198 million net loss.

**Cash Flows**

The following table summarizes our historical cash flows. The financial data for fiscal year ended September 30, 2013 (Successor), for the fiscal year ended September 30, 2012 (Successor), for the period from July 20, 2011 through September 30, 2011 (Successor) and for the period from October 1, 2010 to July 19, 2011 (Predecessor) have been derived from our audited financial statements included elsewhere herein.

<u>Cash Provided By (Used In):</u>	<u>Successor</u>			<u>Predecessor</u>	<u>For the Combined</u>
	<u>For the Fiscal Year Ended September 30, 2013</u>	<u>For the Fiscal Year Ended September 30, 2012</u>	<u>From July 20, 2011 through September 30, 2011</u>	<u>From October 1, 2010 through July 19, 2011</u>	<u>Twelve Months ended September 30, 2011</u>
			(in millions)		
Operating activities	\$ 159	\$ 209	\$ (64)	\$ 12	\$ (52)
Investing activities	(808)	(58)	(1,292)	(155)	(1,447)
Financing activities	511	(3)	1,199	5	1,204

*Operating Activities*

Cash provided by operating activities was \$159 million for the fiscal year ended September 30, 2013 compared to \$209 million for the fiscal year ended September 30, 2012 and cash used in operating activities of \$52 million for the twelve months ended September 30, 2011. The decrease in results from operating activities in fiscal 2013 reflected the decrease in our OIBDA driven primarily by higher integration costs and professional fees related to the Acquisition, changes in working capital associated with the operations of the business and the increase in cash paid for interest of \$13 million due to the timing of interest payments. The increase in results from operating activities in fiscal 2012 reflected the increase in our OIBDA driven primarily by the absence of transaction costs in 2012 that were incurred in connection with the Merger during the twelve months ended September 30, 2011, the timing of our working capital requirements and the decrease in cash paid for interest of \$17 million.

*Investing Activities*

Cash used in investing activities was \$808 million for the fiscal year ended September 30, 2013, compared to \$58 million for the fiscal year ended September 30, 2012 and \$1.447 billion for the twelve months ended September 30, 2011. Cash used in investing activities of \$808 million for the fiscal year ended September 30, 2013 consisted of \$37 million to acquire music publishing rights, \$34 million for capital expenditures related to IT and \$737 million, net of cash acquired, for business acquisitions, primarily the acquisition of PLG. Cash used in investing activities of \$58 million for the fiscal year ended September 30, 2012 consisted of \$32 million to acquire music publishing rights, \$32 million for capital expenditures primarily related to IT and \$8 million to acquire businesses, net of cash acquired, partially offset by \$12 million received for the sale of a building and \$2 million received for the sale of a recorded music catalog.

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Cash used in investing activities of \$1.447 billion for the twelve months ended September 30, 2011 consisted of \$48 million of capital expenditures primarily related to IT infrastructure improvements, cash used of \$62 million to acquire music publishing rights, \$59 million to acquire businesses, net of cash acquired and \$1.278 billion related to the purchase of shares of our common stock in connection with the Merger.

*Financing Activities*

Cash provided by financing activities was \$511 million for the fiscal year ended September 30, 2013 compared to cash used in financing activities of \$3 million for the fiscal year ended September 30, 2012 and cash provided by financing activities of \$1.204 billion for the twelve months ended September 30, 2011. Cash provided by financing activities of \$511 million for the fiscal year ended September 30, 2013 consisted of proceeds from the issuance of New Senior Secured Notes of \$727 million and subsequent repayment of \$73 million, proceeds from the Term Loan Facility of \$1.412 billion and subsequent repayment of \$110 million, offset by repayment of \$1.250 billion of Old Secured Notes, \$95 million of tender/call premiums and \$34 million of consent fees paid on early redemption of debt, \$62 million of deferred financing costs paid for refinancing and \$4 million of distributions to noncontrolling interest holders. Cash used in financing activities of \$3 million for the fiscal year ended September 30, 2012 consisted of distributions to our noncontrolling interest holders. Cash provided by financing activities of \$1.204 billion for the twelve months ended September 30, 2011 consisted primarily of a capital contribution received from Parent of \$1.099 billion, net proceeds from the issuance of the Unsecured WMG Notes of \$747 million, net proceeds from the issuance of the Second Tranche of Old Secured Notes of \$157 million, proceeds from the issuance of the Holdings Notes of \$150 million and proceeds from the exercise of stock options of \$6 million, partially offset by full repayment of the Old Acquisition Corp. Notes of \$626 million, the full repayment of the Old Holdings Notes of \$258 million, deferred financing fees related to new debt obligations of \$70 million and distributions to our noncontrolling interest holders of \$1 million.

**Liquidity**

Our primary sources of liquidity are the cash flows generated from our subsidiaries' operations, available cash and equivalents and funds available for drawing under our Revolving Credit Facility. These sources of liquidity are needed to fund our debt service requirements, working capital requirements, capital expenditure requirements, strategic acquisitions and investments, including the closing working capital adjustment in connection with our acquisition of PLG, if any, and any dividends, prepayments of debt or repurchases of our outstanding notes in open market purchases, privately negotiated purchases or otherwise we may elect to pay or make in the future. We believe that our existing sources of cash will be sufficient to support our existing operations over the next fiscal year.

**Existing Debt as of September 30, 2013**

As of September 30, 2013 (Successor), our long-term debt, including the current portion, was as follows (in millions):

Revolving Credit Facility (a)	\$ —
Term Loan Facility due 2020—Acquisition Corp. (b)	1,303
6.00% Senior Secured Notes due 2021—Acquisition Corp.	450
6.25% Senior Secured Notes due 2021—Acquisition Corp. (c)	213
11.5% Senior Notes due 2018—Acquisition Corp. (d)	751
13.75% Senior Notes due 2019—Holdings	150
Total long-term debt, including the current portion	<u>\$2,867</u>

- (a) Reflects \$150 million of commitments under the Revolving Credit Facility, less letters of credit outstanding of approximately \$1 million at September 30, 2013 (Successor). There were no loans outstanding under the Revolving Credit Facility as of September 30, 2013 (Successor).

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- (b) Principal amount of \$1.310 billion less unamortized discount of \$7 million. Of this amount, \$13 million, representing the scheduled amortization of the Term Loan, was included in the current portion of long term debt at September 30, 2013 (Successor).
- (c) face amount of €158 million. Amount above represents the dollar equivalent of such notes at September 30, 2013 (Successor).
- (d) face amount of \$765 million less unamortized discounts of \$14 million and \$16 million at September 30, 2013 (Successor) and September 30, 2012 (Successor), respectively.

### Revolving Credit Facility

On November 1, 2012 (the “2012 Refinancing Closing Date”), Acquisition Corp. entered into a credit agreement (the “Revolving Credit Agreement”) for a senior secured revolving credit facility with Credit Suisse AG, as administrative agent, and the other financial institutions and lenders from time to time party thereto (the “Revolving Credit Facility”).

#### *General*

Acquisition Corp. is the borrower (the “Revolving Borrower”) under the Revolving Credit Facility. The Revolving Credit Facility provides for a revolving credit facility in the amount of up to \$150,000,000 (the “Commitments”) and includes a \$50,000,000 letter of credit sub-facility. Amounts are available under the Revolving Credit Facility in U.S. dollars, euros or pounds Sterling. The Revolving Credit Facility permits loans for general corporate purposes. The Revolving Credit Facility may also be utilized to issue letters of credit on or after the 2012 Refinancing Closing Date.

The final maturity of the Revolving Credit Facility is November 1, 2017.

#### *Interest Rates and Fees*

Effective as of May 9, 2013, the loans under the Revolving Credit Agreement bear interest at Revolving Borrower’s election at a rate equal to (i) the rate for deposits in the currency in which the applicable borrowing is denominated in the London interbank market (adjusted for maximum reserves) for the applicable interest period (“Revolving LIBOR Rate”), plus 2.00% per annum, or (ii) the base rate, which is the highest of (x) the corporate base rate established by the administrative agent from time to time, (y) the overnight federal funds rate plus 0.50% and (z) the one-month Revolving LIBOR Rate plus 1.0% per annum (“Revolving Base Rate”), plus, in each case, 1.00% per annum.

If there is a payment default at any time, then the interest rate applicable to overdue principal will be the rate otherwise applicable to such loan plus 2.0% per annum. Default interest will also be payable on other overdue amounts at a rate of 2.0% per annum above the amount that would apply to an alternative base rate loan.

The Revolving Credit Facility bears a facility fee equal to 0.50%, payable quarterly in arrears, based on the daily commitments during the preceding quarter. The Revolving Credit Facility bears customary letter of credit fees. Acquisition Corp. is also required to pay certain upfront fees to lenders and agency fees to the agent under the Revolving Credit Facility, in the amounts and at the times agreed between the relevant parties.

#### *Prepayments*

If, at any time, the aggregate amount of outstanding loans (including letters of credit outstanding thereunder) exceeds the Commitments, prepayments of the loans (and after giving effect to such prepayment the cash collateralization of letters of credit) will be required in an amount equal to such excess. The application of proceeds from mandatory prepayments shall not reduce the aggregate amount of then effective commitments under the Revolving Credit Facility and amounts prepaid may be reborrowed, subject to then effective commitments under the Revolving Credit Facility.

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Voluntary reductions of the unutilized portion of the Commitments and prepayments of borrowings under the Revolving Credit Facility are permitted at any time, in minimum principal amounts as set forth in the Revolving Credit Facility, without premium or penalty, subject to reimbursement of the lenders' redeployment costs actually incurred in the case of a prepayment of LIBOR-based borrowings other than on the last day of the relevant interest period.

*Ranking*

The indebtedness incurred under the Revolving Credit Facility constitutes senior secured obligations of the Revolving Borrower, which are secured on an equal and ratable basis with all existing and future indebtedness secured with the same security arrangements as the Revolving Credit Facility. Indebtedness incurred under the Revolving Credit Facility ranks senior in right of payment to the Revolving Borrower's subordinated indebtedness; ranks equally in right of payment with all of the Revolving Borrower's existing and future senior indebtedness, including indebtedness under the Term Loan Credit Agreement (as defined below), the New Secured Notes and any future senior secured credit facility; is effectively senior to the Revolving Borrower's unsecured senior indebtedness, including its existing unsecured notes, to the extent of the value of the collateral securing the Revolving Credit Facility; and is structurally subordinated in right of payment to all existing and future indebtedness and other liabilities of any of the Revolving Borrower's non-guarantor subsidiaries (other than indebtedness and liabilities owed to the Revolving Borrower or one of its Subsidiary Guarantors (as defined below)).

*Guarantee*

Certain of the domestic subsidiaries of Acquisition Corp. entered into a Subsidiary Guaranty, dated as of the 2012 Refinancing Closing Date (the "Revolving Subsidiary Guaranty"), pursuant to which all obligations under the Revolving Credit Facility are guaranteed by Acquisition Corp.'s existing subsidiaries that guarantee the New Secured Notes and each other direct and indirect wholly-owned U.S. subsidiary, other than certain excluded subsidiaries (collectively, the "Subsidiary Guarantors").

*Covenants, Representations and Warranties*

The Revolving Credit Facility contains customary representations and warranties and customary affirmative and negative covenants. The negative covenants are limited to the following: limitations on dividends on, and redemptions and purchases of, equity interests and other restricted payments, limitations on prepayments, redemptions and repurchases of certain debt, limitations on liens, limitations on loans and investments, limitations on debt, guarantees and hedging arrangements, limitations on mergers, acquisitions and asset sales, limitations on transactions with affiliates, limitations on changes in business conducted by the Revolving Borrower and its subsidiaries, limitations on restrictions on ability of subsidiaries to pay dividends or make distributions and limitations on amendments of subordinated debt and unsecured bonds. The negative covenants are subject to customary and other specified exceptions.

There are no financial covenants included in the Revolving Credit Agreement, other than a springing leverage ratio, which will be tested only when there are loans outstanding under the Revolving Credit Facility in excess of \$30,000,000 (excluding (i) letters of credit that have been cash collateralized and (ii) undrawn outstanding letters of credit that have not been cash collateralized not exceeding \$20,000,000).

*Events of Default*

Events of default under the Revolving Credit Agreement are limited to nonpayment of principal, interest or other amounts, violation of covenants, incorrectness of representations and warranties in any material respect, cross default and cross acceleration of certain material debt, bankruptcy, material judgments, ERISA events, actual or asserted invalidities of the Revolving Credit Agreement, guarantees or security documents and a change of control, in each case subject to customary notice and grace period provisions.

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*Amendment*

Acquisition Corp. entered into an amendment, dated April 23, 2013 (the “Revolving Credit Agreement Amendment”) to the Revolving Credit Agreement. The Revolving Credit Agreement Amendment reduced the applicable interest rate margin under the Revolving Credit Agreement and increased flexibility under the Revolving Credit Agreement to make investments in non-guarantors so as to permit internal reorganizations and optimization of ownership structure in foreign subsidiaries.

Term Loan Facility

On the 2012 Refinancing Closing Date, Acquisition Corp. entered into a credit agreement (the “Term Loan Credit Agreement”) for a senior secured term loan credit facility with Credit Suisse AG, as administrative agent, and the other financial institutions and lenders from time to time party thereto (the “Term Loan Facility” and, together with the Revolving Credit Facility, the “New Senior Credit Facilities”).

*General*

Acquisition Corp. is the borrower (the “Term Loan Borrower”) under the Term Loan Facility. The Term Loan Facility provides for term loans thereunder (the “Term Loans”) in an amount of up to \$600 million. On May 9, 2013, Acquisition Corp. entered into an amendment to the Term Loan Facility among Acquisition Corp., Holdings, the subsidiaries of Acquisition Corp. party thereto, Credit Suisse AG, as administrative agent, and the other financial institutions and lenders from time to time party thereto (the “Term Loan Credit Agreement Amendment”), providing for a \$820 million delayed draw senior secured term loan facility (the “Incremental Term Loan Facility”).

The loans outstanding under the Amended Term Loan Credit Agreement mature on July 1, 2020, with a springing maturity date on July 2, 2018 in the event that more than \$153 million aggregate principal amount of the 11.50% Senior Notes of Acquisition Corp. due October 1, 2018 (the “Unsecured WMG Notes”) are outstanding on June 28, 2018 unless, on June 28, 2018, the senior secured indebtedness to EBITDA ratio of Acquisition Corp. is less than or equal to 3.50 to 1.00.

*Interest Rates and Fees*

The loans under the Term Loan Credit Agreement bear interest at Term Loan Borrower’s election at a rate equal to (i) the rate for deposits in U.S. dollars in the London interbank market (adjusted for maximum reserves) for the applicable interest period (“Term Loan LIBOR Rate”), plus 2.75% per annum, or (ii) the base rate, which is the highest of (x) the corporate base rate established by the administrative agent from time to time, (y) the overnight federal funds rate plus 0.50% and (z) the one-month Term Loan LIBOR Rate plus 1.0% per annum (“Term Loan Base Rate”), plus, in each case, 1.75% per annum. The Term Loan LIBOR Rate shall be deemed to be not less than 1.00%.

If there is a payment default at any time, then the interest rate applicable to overdue principal and interest will be the rate otherwise applicable to such loan plus 2.0% per annum. Default interest will also be payable on other overdue amounts at a rate of 2.0% per annum above the amount that would apply to an alternative base rate loan.

Customary fees will be payable in respect of the Term Loan Facility.

*Scheduled Amortization*

Loans outstanding under the Amended Term Loan Credit Agreement will amortize in equal quarterly installments in aggregate annual amounts equal to 1.00% of the original principal amount of indebtedness outstanding under the Amended Term Loan Credit Agreement with the balance payable on the maturity date of the term loans. The first quarterly installment is scheduled to be paid on December 31, 2013. The loans

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outstanding under the Amended Term Loan Credit Agreement mature on July 1, 2020, with a springing maturity date on July 2, 2018 in the event that more than \$153 million aggregate principal amount of the 11.50% Senior Notes of Acquisition Corp. due October 1, 2018 (the “Unsecured WMG Notes”) are outstanding on June 28, 2018 unless, on June 28, 2018, the senior secured indebtedness to EBITDA ratio of Acquisition Corp. is less than or equal to 3.50 to 1.00.

*Prepayments*

The Term Loans may be prepaid without premium or penalty, except that, if such Term Loans are prepaid on or prior to the first anniversary of the 2012 Refinancing Closing Date pursuant to a Repricing Transaction (as defined in the Term Loan Credit Agreement), a 1.00% prepayment premium will apply.

Subject to certain exceptions, the Term Loan Facility will be subject to mandatory prepayment in an amount equal to:

- (i) 100% of the net proceeds (other than those that are used to purchase certain assets or to repay certain other indebtedness) of certain asset sales and certain insurance recovery events;
- (ii) 100% of the net proceeds (other than those that are used to repay certain other indebtedness) of indebtedness for borrowed money (other than indebtedness incurred in compliance with the debt covenant of the Term Loan Facility); and
- (iii) 50% of the annual excess cash flow for any fiscal year (as reduced by the repayment of certain indebtedness), such percentage to decrease to 25% and 0% depending on the attainment of certain senior secured debt to EBITDA ratio targets.

In addition, in the event of certain events that constitute a Change of Control (as defined in the Term Loan Credit Agreement), Acquisition Corp. may offer to prepay the Term Loans at a price equal to 100% of their principal amount, plus accrued and unpaid interest, if any, to the repayment date.

*Ranking*

The indebtedness incurred under the Term Loan Facility constitutes senior secured obligations of the Term Loan Borrower, which are secured on an equal and ratable basis with all existing and future indebtedness secured with the same security arrangements as the Term Loan Facility. Indebtedness incurred under the Term Loan Facility ranks senior in right of payment to the Term Loan Borrower’s subordinated indebtedness; ranks equally in right of payment with all of the Term Loan Borrower’s existing and future senior indebtedness, including indebtedness under the Revolving Credit Facility, the New Secured Notes and any future senior secured credit facility; is effectively senior to the Term Loan Borrower’s unsecured senior indebtedness, including its existing unsecured notes, to the extent of the value of the collateral securing the Term Loan Facility; and is structurally subordinated in right of payment to all existing and future indebtedness and other liabilities of any of the Term Loan Borrower’s non-guarantor subsidiaries (other than indebtedness and liabilities owed to the Term Loan Borrower or one of its Subsidiary Guarantors).

*Guarantee*

The Subsidiary Guarantors entered into a Guarantee Agreement, dated as of the 2012 Refinancing Closing Date (the “Term Loan Guarantee Agreement”), pursuant to which all obligations under the Term Loan Facility are guaranteed by the Subsidiary Guarantors.

*Covenants, Representations and Warranties*

The Term Loan Facility contains customary representations and warranties and customary affirmative and negative covenants. The Term Loan Facility contains negative covenants limiting, among other things, Acquisition Corp.’s ability and the ability of most of its subsidiaries to: incur additional indebtedness or issue certain preferred shares; pay dividends on or make distributions in respect of its capital stock or make

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investments or other restricted payments; create restrictions on the ability of its restricted subsidiaries to pay dividends to it or make certain other intercompany transfers; sell certain assets; create liens; consolidate, merge, sell or otherwise dispose of all or substantially all of its assets; repurchase or repay certain indebtedness following a change of control; and enter into certain transactions with its affiliates.

### *Events of Default*

Events of default under the Term Loan Credit Agreement are limited to nonpayment of principal, interest or other amounts, violation of covenants, incorrectness of representations and warranties in any material respect, cross default and cross acceleration of certain material debt, bankruptcy, material judgments, ERISA events, actual or asserted invalidities of the security documents and a change of control (subject to the Term Loan Borrower's ability to make an offer to repay the Term Loans), in each case subject to customary notice and grace period provisions.

### *Term Loan Credit Agreement Amendment*

On May 9, 2013, Acquisition Corp. entered into the Term Loan Credit Agreement Amendment to the Term Loan Credit Agreement, among Acquisition Corp., Holdings, the subsidiaries of Acquisition Corp. party thereto, Credit Suisse AG, as administrative agent, and the other financial institutions and lenders from time to time party thereto. The Amended Term Loan Credit Agreement provided for a \$820 million delayed draw senior secured term loan facility (the "Incremental Term Loan Facility") and the Term Loan Credit Agreement Amendment (i) effectuated a reduction of the applicable interest margin and the Term Loan LIBOR Rate floor for term loans outstanding on the date of the amendment and (ii) extended the maturity of term loans outstanding on the date of the amendment.

On May 9, 2013, Acquisition Corp. prepaid \$102.5 million in aggregate principal amount of term loans under the Term Loan Facility.

### New Secured Notes

On the 2012 Refinancing Closing Date, Acquisition Corp. issued (i) \$500 million in aggregate principal amount of its 6.000% Senior Secured Notes due 2021 (the "Dollar Notes") and (ii) €175 million in aggregate principal amount of its 6.250% Senior Secured Notes due 2021 (the "Euro Notes" and, together with the Dollar Notes, the "New Secured Notes" or the "Notes") under the Indenture, dated as of November 1, 2012 (the "Base Indenture"), among the Issuer, the guarantors party thereto, Credit Suisse AG, as Notes Authorized Agent and Collateral Agent and Wells Fargo Bank, National Association, as Trustee (the "Trustee"), as supplemented by the First Supplemental Indenture, dated as of November 1, 2012 (the "Euro Supplemental Indenture"), among Acquisition Corp., the guarantors party thereto and the Trustee, in the case of the Euro Notes, and the Second Supplemental Indenture, dated as of November 1, 2012, among the Issuer, the guarantors party thereto and the Trustee, in the case of the Dollar Notes (the "Dollar Supplemental Indenture" and, the Base Indenture, together with the Euro Supplemental Indenture or the Dollar Supplemental Indenture, as applicable, the "Indenture").

Interest on the Dollar Notes will accrue at the rate of 6.000% per annum and will be payable semi-annually in arrears on January 15 and July 15, commencing on July 15, 2013.

Interest on the Euro Notes will accrue at the rate of 6.250% per annum and will be payable semi-annually in arrears on January 15 and July 15, commencing on July 15, 2013.

On June 21, 2013, Acquisition Corp. redeemed \$50 million in aggregate principal amount of its outstanding 6.000% Senior Secured Notes due 2021 and €17.5 million in aggregate principal amount of its outstanding 6.250% Senior Secured Notes due 2021.

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*Ranking*

The Notes are Acquisition Corp.'s senior secured obligations and are secured on an equal and ratable basis with all existing and future indebtedness secured with the same security arrangements as the Notes. The Notes rank senior in right of payment to the Issuer's subordinated indebtedness; rank equally in right of payment with all of the Issuer's existing and future senior indebtedness, including indebtedness under the New Senior Credit Facilities and any future senior secured credit facility; are effectively senior to the Issuer's unsecured senior indebtedness, including its existing unsecured notes, to the extent of the value of the collateral securing the Notes; and are structurally subordinated in right of payment to all existing and future indebtedness and other liabilities of any of the Issuer's non-guarantor subsidiaries (other than indebtedness and liabilities owed to Acquisition Corp. or one of its subsidiary guarantors (as such term is defined below)).

*Guarantees*

The Notes are fully and unconditionally guaranteed on a senior secured basis by each of the Issuer's existing direct or indirect wholly-owned domestic restricted subsidiaries and by any such subsidiaries that guarantee obligations of the Issuer under the New Senior Credit Facilities, subject to customary exceptions. Such subsidiary guarantors are collectively referred to herein as the "subsidiary guarantors," and such subsidiary guarantees are collectively referred to herein as the "subsidiary guarantees." Each subsidiary guarantee is a senior secured obligation of such subsidiary guarantor and is secured on an equal and ratable basis with all existing and future obligations of such subsidiary guarantor that are secured with the same security arrangements as the guarantee of the Notes (including the subsidiary guarantor's guarantee of obligations under the New Senior Credit Facilities). Each subsidiary guarantee ranks senior in right of payment to all subordinated obligations of the subsidiary guarantor; is effectively senior to the subsidiary guarantor's existing unsecured obligations, including the subsidiary guarantor's guarantee of Acquisition Corp.'s existing senior unsecured notes, to the extent of the collateral securing such guarantee; ranks equally in right of payment with all of the subsidiary guarantor's existing and future senior obligations, including the subsidiary guarantor's guarantee of obligations under the New Senior Credit Facilities; and is structurally subordinated in right of payment to all existing and future indebtedness and other liabilities of any non-guarantor subsidiary of the subsidiary guarantor (other than indebtedness and liabilities owed to the Issuer or one of its subsidiary guarantors). Any subsidiary guarantee of the Notes may be released in certain circumstances.

*Optional Redemption*

*Dollar Notes*

At any time prior to January 15, 2016, Acquisition Corp. may on any one or more occasions redeem up to 40% of the aggregate principal amount of Dollar Notes (including the aggregate principal amount of any additional securities constituting Dollar Notes) issued under the Indenture, at its option, at a redemption price equal to 106.000% of the principal amount of the Dollar Notes redeemed, plus accrued and unpaid interest thereon, if any, to the date of redemption (subject to the rights of holders of Dollar Notes on the relevant record date to receive interest on the relevant interest payment date), with funds in an aggregate amount not exceeding the net cash proceeds of one or more equity offerings by Acquisition Corp. or any contribution to Acquisition Corp.'s common equity capital made with the net cash proceeds of one or more equity offerings by Acquisition Corp.'s direct or indirect parent; *provided that*:

- (1) at least 50% of the aggregate principal amount of Dollar Notes originally issued under the Indenture (including the aggregate principal amount of any additional securities constituting Dollar Notes issued under the Indenture) remains outstanding immediately after the occurrence of such redemption; and
- (2) the redemption occurs within 90 days of the date of, and may be conditioned upon, the closing of such equity offering.

The Dollar Notes may be redeemed, in whole or in part, at any time prior to January 15, 2016, at the option of Acquisition Corp., at a redemption price equal to 100% of the principal amount of the Dollar Notes redeemed plus the applicable make-whole premium as of, and accrued and unpaid interest thereon, if any, to, the applicable

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redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

On or after January 15, 2016, Acquisition Corp. may redeem all or a part of the Dollar Notes, at its option, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest thereon, if any, on the Dollar Notes to be redeemed to the applicable redemption date, if redeemed during the twelve-month period beginning on January 15 of the years indicated below:

<u>Year</u>	<u>Percentage</u>
2016	104.500%
2017	103.000%
2018	101.500%
2019 and thereafter	100.000%

In addition, during any 12-month period prior to January 15, 2016, Acquisition Corp. will be entitled to redeem up to 10% of the original aggregate principal amount of the Dollar Notes (including the principal amount of any additional securities of the same series) at a redemption price equal to 103.000% of the aggregate principal amount thereof, plus accrued and unpaid interest thereon, if any, to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

*Euro Notes*

At any time prior to January 15, 2016, Acquisition Corp. may on any one or more occasions redeem up to 40% of the aggregate principal amount of Euro Notes (including the aggregate principal amount of any additional securities constituting Euro Notes) issued under the Indenture, at its option, at a redemption price equal to 106.250% of the principal amount of the Euro Notes redeemed, plus accrued and unpaid interest thereon, if any, to the date of redemption (subject to the rights of holders of Euro Notes on the relevant record date to receive interest on the relevant interest payment date), with funds in an aggregate amount not exceeding the net cash proceeds of one or more equity offerings by Acquisition Corp. or any contribution to Acquisition Corp.'s common equity capital made with the net cash proceeds of one or more equity offerings by Acquisition Corp.'s direct or indirect parent; *provided that*:

- (1) at least 50% of the aggregate principal amount of Euro Notes originally issued under the Indenture (including the aggregate principal amount of any additional securities constituting Euro Notes) remains outstanding immediately after the occurrence of such redemption; and
- (2) the redemption occurs within 90 days of the date of, and may be conditioned upon, the closing of such equity offering.

The Euro Notes may be redeemed, in whole or in part, at any time prior to January 15, 2016, at the option of the Issuer, at a redemption price equal to 100% of the principal amount of the Euro Notes redeemed plus the applicable make-whole premium as of, and accrued and unpaid interest thereon, if any, to, the applicable redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

On or after January 15, 2016, Acquisition Corp. may redeem all or a part of the Euro Notes, at its option, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest thereon, if any, on the Euro Notes to be redeemed to the applicable redemption date, if redeemed during the twelve-month period beginning on January 15 of the years indicated below:

<u>Year</u>	<u>Percentage</u>
2016	104.688%
2017	103.125%
2018	101.563%
2019 and thereafter	100.000%

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In addition, during any 12-month period prior to January 15, 2016, Acquisition Corp. will be entitled to redeem up to 10% of the original aggregate principal amount of the Euro Notes (including the principal amount of any additional securities of the same series) at a redemption price equal to 103.000% of the aggregate principal amount thereof, plus accrued and unpaid interest thereon, if any, to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

### *Change of Control*

Upon the occurrence of a change of control, which is defined in the Base Indenture, each holder of the Notes has the right to require Acquisition Corp. to repurchase some or all of such holder's Notes at a purchase price in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to the repurchase date.

### *Covenants*

The Indenture contains covenants limiting, among other things, Acquisition Corp.'s ability and the ability of most of its subsidiaries to: incur additional indebtedness or issue certain preferred shares; pay dividends on or make distributions in respect of its capital stock or make investments or other restricted payments; create restrictions on the ability of its restricted subsidiaries to pay dividends to it or make certain other intercompany transfers; sell certain assets; create liens; consolidate, merge, sell or otherwise dispose of all or substantially all of its assets; and enter into certain transactions with its affiliates.

### *Events of Default*

The Indenture also provides for events of default which, if any of them occurs, would permit or require the principal of and accrued interest on Notes to become or to be declared due and payable.

### Unsecured WMG Notes

On the Merger Closing Date, the Initial OpCo Issuer issued \$765 million aggregate principal amount of the Unsecured WMG Notes pursuant to the Indenture, dated as of the Merger Closing Date (as amended and supplemented, the "Unsecured WMG Notes Indenture"), between the Initial OpCo Issuer and Wells Fargo Bank, National Association as trustee (the "Trustee"). Following the completion of the OpCo Merger on the Merger Closing Date, Acquisition Corp. and certain of its domestic subsidiaries (the "Guarantors") entered into a Supplemental Indenture, dated as of the Merger Closing Date (the "Unsecured WMG Notes First Supplemental Indenture"), with the Trustee, pursuant to which (i) Acquisition Corp. became a party to the indenture and assumed the obligations of the Initial OpCo Issuer under the Unsecured WMG Notes and (ii) each Guarantor became a party to the Unsecured WMG Notes Indenture and provided an unconditional guarantee of the obligations of Acquisition Corp. under the Unsecured WMG Notes.

The Unsecured WMG Notes were issued at 97.673% of their face value for total net proceeds of \$747 million, with an effective interest rate of 12%. The original issue discount (OID) was \$17 million. The OID is the difference between the stated principal amount and the issue price. The OID will be amortized over the term of the Unsecured WMG Notes using the effective interest rate method and reported as non-cash interest expense. The Unsecured WMG Notes mature on October 1, 2018 and bear interest payable semi-annually on April 1 and October 1 of each year at a fixed rate of 11.50% per annum.

### *Ranking*

The Unsecured WMG Notes are Acquisition Corp.'s general unsecured senior obligations. The Unsecured WMG Notes rank senior in right of payment to Acquisition Corp.'s existing and future subordinated

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indebtedness; rank equally in right of payment with all of Acquisition Corp.'s existing and future senior indebtedness, including the New Secured Notes and indebtedness under the New Senior Credit Facilities are effectively subordinated to all of Acquisition Corp.'s existing and future secured indebtedness, including the New Secured Notes and indebtedness under the New Senior Credit Facilities, to the extent of the assets securing such indebtedness; and are structurally subordinated to all existing and future indebtedness and other liabilities of any of Acquisition Corp.'s non-guarantor subsidiaries (other than indebtedness and liabilities owed to Acquisition Corp. or one of its subsidiary guarantors (as such term is defined below)), to the extent of the assets of such subsidiaries.

*Guarantees*

The Unsecured WMG Notes are fully and unconditionally guaranteed on a senior unsecured basis by each of Acquisition Corp.'s existing direct or indirect wholly owned domestic subsidiaries, except for certain excluded subsidiaries, and by any such subsidiaries that guarantee other indebtedness of Acquisition Corp. in the future. Such subsidiary guarantors are collectively referred to herein as the "subsidiary guarantors," and such subsidiary guarantees are collectively referred to herein as the "subsidiary guarantees." Each subsidiary guarantee ranks senior in right of payment to all existing and future subordinated obligations of such subsidiary guarantor; ranks equally in right of payment with all of such subsidiary guarantor's existing and future senior indebtedness, including such subsidiary guarantor's guarantee of the Existing Secured Notes, indebtedness under the Revolving Credit Facility and the Secured WMG Notes; is effectively subordinated to all of such subsidiary guarantor's existing and future secured indebtedness, including such subsidiary guarantor's guarantee of the Existing Secured Notes, indebtedness under the Revolving Credit Facility and the Secured WMG Notes, to the extent of the assets securing such indebtedness; and is structurally subordinated to all existing and future indebtedness and other liabilities of any non-guarantor subsidiary of such subsidiary guarantor (other than indebtedness and liabilities owed to Acquisition Corp. or one of its subsidiary guarantors), to the extent of the assets of such subsidiary. Any subsidiary guarantee of the Unsecured WMG Notes may be released in certain circumstances. The Unsecured WMG Notes are not guaranteed by Holdings.

*Optional Redemption*

Acquisition Corp. may redeem the Unsecured WMG Notes, in whole or in part, at any time prior to October 1, 2014, at a price equal to 100% of the principal amount thereof, plus the applicable make-whole premium and accrued and unpaid interest and special interest, if any, on the Unsecured WMG Notes to be redeemed to the applicable redemption date. On or after October 1, 2014, Acquisition Corp. may redeem all or a part of the Unsecured WMG Notes, at its option, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest and special interest, if any, on the Unsecured WMG Notes to be redeemed to the applicable redemption date, if redeemed during the twelve-month period beginning on October 1 of the years indicated below:

<u>Year</u>	<u>Percentage</u>
2014	108.625%
2015	105.750%
2016	102.875%
2017 and thereafter	100.000%

In addition, at any time (which may be more than once) before October 1, 2014, Acquisition Corp. may redeem up to 35% of the aggregate principal amount of the Unsecured WMG Notes with the net cash proceeds of certain equity offerings at a redemption price of 111.50%, plus accrued and unpaid interest and special interest, if any, to the applicable redemption date; provided that: (1) at least 50% of the aggregate principal amount of Unsecured WMG Notes originally issued under the Unsecured WMG Notes Indenture remains outstanding immediately after the occurrence of such redemption; and (2) the redemption occurs within 90 days of the date of, and may be conditioned upon, the closing of such equity offering.

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### *Change of Control*

Upon the occurrence of certain events constituting a change of control, Acquisition Corp. is required to make an offer to repurchase all of Unsecured WMG Notes (unless otherwise redeemed) at a purchase price equal to 101% of their principal amount, plus accrued and unpaid interest and special interest, if any, to the repurchase date.

### *Covenants*

The Unsecured WMG Notes Indenture contains covenants that, among other things, limit Acquisition Corp.'s ability and the ability of most of its subsidiaries to: incur additional debt or issue certain preferred shares; pay dividends on or make distributions in respect of its capital stock or make investments or other restricted payments; create restrictions on the ability of its restricted subsidiaries to pay dividends to Acquisition Corp. or make certain other intercompany transfers; sell certain assets; create liens securing certain debt; consolidate, merge, sell or otherwise dispose of all or substantially all of its assets.

### *Events of Default*

Events of default under the Unsecured WMG Notes Indenture are limited to: the nonpayment of principal or interest when due, violation of covenants and other agreements contained in the Unsecured WMG Notes Indenture, cross payment default after final maturity and cross acceleration of certain material debt, certain bankruptcy and insolvency events, material judgment defaults, and actual or asserted invalidity of a guarantee of a significant subsidiary subject to customary notice and grace period provisions. The occurrence of an event of default would permit or require the principal of and accrued interest on the Unsecured WMG Notes to become or to be declared due and payable.

### Holdings Notes

On the Merger Closing Date, the Initial Holdings Issuer issued \$150 million aggregate principal amount of 13.75% Senior Notes due 2019 issued by Holdings, the ("Holdings Notes") pursuant to the Indenture, dated as of the Closing Date (as amended and supplemented, the "Holdings Notes Indenture"), between the Initial Holdings Issuer and Wells Fargo Bank, National Association as Trustee (the "Trustee"). Following the completion of the Holdings Merger on the Closing Date, Holdings entered into a Supplemental Indenture, dated as of the Closing Date (the "Holdings Notes First Supplemental Indenture"), with the Trustee, pursuant to which Holdings became a party to the Indenture and assumed the obligations of the Initial Holdings Issuer under the Holdings Notes.

The Holdings Notes were issued at 100% of their face value. The Holdings Notes mature on October 1, 2019 and bear interest payable semi-annually on April 1 and October 1 of each year at a fixed rate of 13.75% per annum.

### *Ranking*

The Holdings Notes are Holdings' general unsecured senior obligations. The Holdings Notes rank senior in right of payment to Holdings' existing and future subordinated indebtedness; rank equally in right of payment with all of Holdings' existing and future senior indebtedness; are effectively subordinated to the Existing Secured Notes, the indebtedness under the Revolving Credit Facility, and the Secured WMG Notes, to the extent of assets of Holdings securing such indebtedness; are effectively subordinated to all of Holdings' existing and future secured indebtedness, to the extent of the assets securing such indebtedness; and are structurally subordinated to all existing and future indebtedness and other liabilities of any of Holdings' non-guarantor subsidiaries (other than indebtedness and liabilities owed to Acquisition Corp. or one of its subsidiary guarantors (as such term is defined below)), Existing Secured Notes, the indebtedness under the Revolving Credit Facility, the Secured WMG Notes, and the Unsecured WMG Notes, to the extent of the assets of such subsidiaries.

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*Guarantee*

The Holdings Notes are not guaranteed by any of its subsidiaries.

*Optional Redemption*

Holdings may redeem the Holdings Notes, in whole or in part, at any time prior to October 1, 2015, at a price equal to 100% of the principal amount thereof, plus the applicable make-whole premium and accrued and unpaid interest and special interest, if any, on the Secured WMG Notes to be redeemed to the applicable redemption date.

On or after October 1, 2015, Holdings may redeem all or a part of the Holdings Notes, at its option, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest and special interest, if any, on the Holdings Notes to be redeemed to the applicable redemption date, if redeemed during the twelve-month period beginning on October 1 of the years indicated below:

<u>Year</u>	<u>Percentage</u>
2015	106.875%
2016	103.438%
2017 and thereafter	100.000%

In addition, at any time (which may be more than once) before October 1, 2015, Holdings may redeem up to 35% of the aggregate principal amount of the Holdings Notes with the net cash proceeds of certain equity offerings at a redemption price of 113.75%, plus accrued and unpaid interest and special interest, if any, to the applicable redemption date; provided that: (1) at least 50% of the aggregate principal amount of Holdings Notes originally issued under the Holdings Notes Indenture remains outstanding immediately after the occurrence of such redemption; and (2) the redemption occurs within 90 days of the date of, and may be conditioned upon, the closing of such equity offering.

*Change of Control*

Upon the occurrence of certain events constituting a change of control, Holdings is required to make an offer to repurchase all of the Holdings Notes (unless otherwise redeemed) at a purchase price equal to 101% of their principal amount, plus accrued and unpaid interest, if any to the repurchase date.

*Covenants*

The Holdings Notes Indenture contains covenants that, among other things, limit Holdings' ability and the ability of most of its subsidiaries to: incur additional debt or issue certain preferred shares; create liens securing certain debt; pay dividends on or make distributions in respect of its capital stock or make investments or other restricted payments; create restrictions on the ability of its restricted subsidiaries to pay dividends to Holdings or make certain other intercompany transfers; sell certain assets; consolidate, merge, sell or otherwise dispose of all or substantially all of its assets; and enter into certain transactions with affiliates.

*Events of Default*

Events of default under the Holdings Notes Indenture are limited to: the nonpayment of principal or interest when due, violation of covenants and other agreements contained in the Holdings Notes Indenture, cross payment default after final maturity and cross acceleration of certain material debt, certain bankruptcy and insolvency events, and material judgment defaults, subject to customary notice and grace period provisions. The occurrence of an event of default would permit or require the principal of and accrued interest on the Holdings Notes to become or to be declared due and payable.

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## **Guarantees**

### *Guarantee of Holdings Notes*

On August 2, 2011, the Company issued a guarantee whereby it agreed to fully and unconditionally guarantee (the “Holdings Notes Guarantee”), on a senior unsecured basis, the payments of Holdings on the Holdings Notes.

### *Guarantee of Acquisition Corp. Notes*

On December 8, 2011, the Company issued a guarantee whereby it agreed to fully and unconditionally guarantee (the “Acquisition Corp. Notes Guarantee”), on a senior unsecured basis, the payments of Acquisition Corp. on the Unsecured WMG Notes.

### *Guarantee of New Secured Notes*

On November 16, 2012, the Company issued a guarantee whereby it agreed to fully and unconditionally guarantee (the “New Secured Notes Guarantee”), on a senior secured basis, the payments of Acquisition Corp. on the New Secured Notes.

## **Additional Consents Related To Our Notes**

On March 4, 2013, we entered into supplemental indentures to the indentures governing all of our outstanding notes, as applicable, after the requisite consents with respect to the applicable consent solicitations were received. The supplemental indentures amended the applicable indentures to permit us to provide certain Specified Information (as defined in the applicable supplemental indenture) with respect to the acquisition of Parlophone Label Group from Universal Music Group in satisfaction of the financial reporting covenants in the indentures governing our outstanding notes.

On October 22, 2012, we commenced consent solicitations relating to the Unsecured WMG Notes and Holdings Notes. We entered into supplemental indentures to the indentures governing the Unsecured WMG Notes and the Holdings Notes, as applicable, after the requisite consents with respect to the applicable consent solicitations were received. The supplemental indentures amended the applicable indentures to permit us to incur additional secured indebtedness under certain circumstances.

## **Covenant Compliance**

See “Liquidity” above for a description of the covenants governing our indebtedness. The Company was in compliance with its covenants under its outstanding notes, Revolving Credit Facility and Term Loan Credit Facility as of September 30, 2013.

Our Revolving Credit Facility contains a springing leverage ratio that is tied to a ratio based on Consolidated EBITDA, which is defined under the Credit Agreement governing the Revolving Credit Facility. Consolidated EBITDA differs from the term “EBITDA” as it is commonly used. For example, the definition of Consolidated EBITDA, in addition to adjusting net income to exclude interest expense, income taxes, and depreciation and amortization, also adjusts net income by excluding items or expenses not typically excluded in the calculation of “EBITDA” such as, among other items, (1) the amount of any restructuring charges or reserves; (2) any non-cash charges (including any impairment charges); (3) any net loss resulting from hedging currency exchange risks; (4) the amount of management, monitoring, consulting and advisory fees paid to Access under the Management Agreement (as defined in the Credit Agreement); (5) business optimization expenses (including consolidation initiatives, severance costs and other costs relating to initiatives aimed at profitability improvement) and (6) share-based compensation expense and also includes an add-back for certain projected cost-savings and synergies. The indentures governing our notes and our Term Loan Credit Facility use financial measures called “Consolidated EBITDA” or “EBITDA” that have the same definition as Consolidated EBITDA as defined under the Credit Agreement governing the Revolving Credit Facility.

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Consolidated EBITDA is presented herein because it is a material component of the leverage ratio contained in our Revolving Credit Agreement. Non-compliance with the leverage ratio could result in the inability to use our Revolving Credit Facility which could have a material adverse effect on our results of operations, financial position and cash flow. Consolidated EBITDA does not represent net income or cash flow from operations as those terms are defined by GAAP and does not necessarily indicate whether cash flows will be sufficient to fund cash needs. While Consolidated EBITDA and similar measures are frequently used as measures of operations and the ability to meet debt service requirements, these terms are not necessarily comparable to other similarly titled captions of other companies due to the potential inconsistencies in the method of calculation. Consolidated EBITDA does not reflect the impact of earnings or charges resulting from matters that we may consider not to be indicative of our ongoing operations. In particular, the definition of Consolidated EBITDA in the Revolving Credit Agreement allows us to add back certain non-cash, extraordinary, unusual or non-recurring charges that are deducted in calculating net income. However, these are expenses that may recur, vary greatly and are difficult to predict.

Consolidated EBITDA as presented below is not a measure of the performance of our business and should not be used by investors as an indicator of performance for any future period. Further, our debt instruments require that it be calculated for the most recent four fiscal quarters. As a result, the measure can be disproportionately affected by a particularly strong or weak quarter. Further, it may not be comparable to the measure for any subsequent four-quarter period or any complete fiscal year. In addition, our debt instruments require that the leverage ratio be calculated on a pro forma basis for certain transactions including acquisitions as if such transactions had occurred on the first date of the measurement period and may include expected cost savings and synergies resulting from or related to any such transaction. There can be no assurances that any such cost savings or synergies will be achieved in full.

The following is a reconciliation of net income (loss), which is a GAAP measure of our operating results, to Consolidated EBITDA as defined, and the calculation of the Consolidated Funded Indebtedness to Consolidated EBITDA ratio, which we refer to as the leverage ratio, under our Revolving Credit Agreement for the most recently ended four fiscal quarters ended September 30, 2013. The terms and related calculations are defined in the Revolving Credit Agreement. All amounts in the reconciliation below reflect WMG Acquisition Corp. (in millions, except ratios):

	Twelve Months Ended September 30, 2013
<b>Net Loss</b>	<b>\$ (172)</b>
Income tax expense	(31)
Interest expense, net	181
Depreciation and amortization	258
Restructuring costs (a)	33
Net hedging and foreign exchange losses (b)	14
Management fees (c)	8
Transaction costs (d)	49
Business optimization expenses (e)	12
Proforma savings (f)	73
Loss on extinguishment of debt (g)	85
Equity based compensation expense (h)	19
Other non-cash charges (i)	3
<b>Consolidated EBITDA</b>	<b>\$ 532</b>
Pro forma impact of specified transactions (j)	88
<b>Pro Forma Consolidated EBITDA</b>	<b>\$ 620</b>
<b>Consolidated Funded Indebtedness (k)</b>	<b>\$ 2,767</b>
<b>Leverage Ratio (l)</b>	<b>4.22x</b>

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- (a) Reflects severance costs and other restructuring related expenses.
- (b) Reflects net losses from hedging activities and realized losses due to foreign exchange.
- (c) Reflects management fees paid to Access, including an annual fee and related expenses (excludes expenses reimbursed related to certain consultants with full-time roles at the Company).
- (d) Reflects costs mainly related to the Company's participation in the EMI sales process, including the subsequent regulatory review, as well as other integration and other nonrecurring costs related to the Acquisition.
- (e) Reflects primarily costs associated with IT systems updates.
- (f) Reflects net cost savings and synergies projected to result from actions taken or expected to be taken no later than twelve (12) months after the end of such period (calculated on a pro forma basis as though such cost savings and synergies had been realized on the first day of the period for which Consolidated EBITDA is being determined), net of the amount of actual benefits realized during such period from such actions during the twelve months ended September 30, 2013 as well as pro forma cost savings and other synergies from our acquisition of PLG. Pro forma savings reflected in the table above reflect targeted savings of \$70 million expected from our acquisition of PLG as well as other cost savings or synergies projected to result from actions taken or expected to be taken no later than twelve months after September 30, 2013.
- (g) Reflects loss incurred on the early extinguishment of our debt incurred as part of the November 2012 refinancing and June 2013 debt repayment.
- (h) Reflects compensation expense related to the Warner Music Group Corp. Senior Management Free Cash Flow Plan.
- (i) Reflects all non-cash charges not included in other items above, including but not limited to impairment and purchase accounting charges.
- (j) Reflects the \$88 million impact for the acquisition of PLG excluding the related targeted savings included above, as if the specified transaction had occurred on the first day of the September 30, 2013 measurement period.
- (k) Reflects the principal balance of external debt at Acquisition Corp of approximately \$2.7 billion, plus the annualized daily revolver borrowings of \$19 million, plus contractual obligations of deferred purchase price of \$2 million, plus contingent consideration related to acquisitions of \$16 million.
- (l) Reflects the ratio of Consolidated Funded Indebtedness to Consolidated EBITDA as of the twelve months ended September 30, 2013. This is calculated net of cash and cash equivalents of the Company as of September 30, 2013 not exceeding \$150 million. If the outstanding aggregate principal amount of borrowings under our Revolving Credit Facility is greater than \$30 million at the end of a fiscal quarter, the maximum leverage ratio permitted under our Revolving Credit Facility was 6.00x as of the end of any fiscal quarter in fiscal 2013. For fiscal 2014, this ratio is 6.00x as of the end of the first quarter, 5.75x as of the end of the second and third quarters, and 5.50x as of the end of the fourth quarter. The Company's Revolving Credit Facility does not impose any "leverage ratio" restrictions on the Company when the aggregate principal amount of borrowings under the Revolving Credit Facility is less than \$30 million at the end of a fiscal quarter.

## **Summary**

Management believes that funds generated from our operations and borrowings under our Revolving Credit Facility will be sufficient to fund our debt service requirements, working capital requirements and capital expenditure requirements for the foreseeable future. We also have additional borrowing capacity under our indentures and Term Loan Facility. However, our ability to continue to fund these items and to reduce debt may be affected by general economic, financial, competitive, legislative and regulatory factors, as well as other industry-specific factors such as the ability to control music piracy and the continued industry-wide decline of CD sales. We or any of our affiliates may also, from time to time depending on market conditions and prices, contractual restrictions, our financial liquidity and other factors, seek to prepay outstanding debt or repurchase the Holdings Notes, our New Secured Notes, or the Unsecured WMG Notes in open market purchases, privately negotiated purchases or otherwise. The amounts involved in any such transactions, individually or in the aggregate, may be material and may be funded from available cash or from additional borrowings. In addition, we may from time to time, depending on market conditions and prices, contractual restrictions, our financial liquidity and other factors, seek to refinance our New Senior Credit Facilities, Holdings Notes, New Secured Notes, or Unsecured WMG Notes with existing cash and/or with funds provided from additional borrowings.

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**Contractual and Other Obligations**

*Firm Commitments*

The following table summarizes the Company's aggregate contractual obligations at September 30, 2013, and the estimated timing and effect that such obligations are expected to have on the Company's liquidity and cash flow in future periods.

<u>Firm Commitments and Outstanding Debt</u>	<u>Less than 1 year</u>	<u>1-3 years</u>	<u>3-5 years</u>	<u>After 5 years</u>	<u>Total</u>
	(in millions)				
Secured Notes (1)	\$ —	\$ —	\$ —	\$ 655	\$ 655
Interest Secured Notes (1)	40	80	80	100	300
Unsecured WMG Notes (1)	—	—	—	765	765
Interest on Unsecured WMG Notes (1)	88	176	176	44	484
Holdings Notes (1)	—	—	—	150	150
Interest on Holdings Notes (1)	21	41	41	41	144
Term Loan (1)	13	26	26	1,245	1,310
Interest on Term Loan (1)	49	96	94	81	320
Operating leases (2)	71	106	71	67	315
Capital leases (3)	3	6	2	—	11
Artist, songwriter and co-publisher commitments (4)	201	*	*	*	201
Management Fees (5)	9	18	18	**	45
Minimum funding commitments to investees and other obligations (6)	4	3	—	—	7
Total firm commitments and outstanding debt	499	552	508	3,148	4,707

The following is a description of our firmly committed contractual obligations at September 30, 2013:

- (1) Outstanding debt obligations consist of the Term Loan Facility, Dollar Notes, Euro Notes, Unsecured WMG Notes and the Holdings Notes. These obligations have been presented based on the principal amounts due, current and long term as of September 30, 2013. Amounts do not include any fair value adjustments, bond premiums or discounts. See Note 9 to the audited financial statements for a description of our financing arrangements.
- (2) Operating lease obligations primarily relate to the minimum lease rental obligations for our real estate and operating equipment in various locations around the world. These obligations have been presented without the benefit of \$20 million of total sublease income expected to be received under non-cancelable agreements. The future minimum payments reflect the amounts owed under our lease arrangements and do not include any fair market value adjustments that may have been recorded as a result of the Acquisition.
- (3) See Note 15 to the consolidated financial statements.
- (4) The Company routinely enters into long-term commitments with artists, songwriters and co-publishers for the future delivery of music product. Such commitments are payable principally over a ten-year period, and generally become due only upon delivery and Company acceptance of albums from the artists or future musical compositions by songwriters and co-publishers. Additionally, such commitments are typically cancelable at the Company's discretion, generally without penalty. Based on contractual obligations and the Company's expected release schedule, aggregate firm commitments to such talent for the next 12 month period approximates \$201 million at September 30, 2013. Because the timing of payment, and even whether payment occurs, is dependent upon the timing of delivery of albums and musical compositions from talent, the timing and amount of payment of these commitments as presented in the above summary can vary significantly.
- (5) Pursuant to the Management Agreement, the Company, or one or more of its subsidiaries, will pay Access an annual fee initially equal to the greater of (i) the sum of (x) a base amount of approximately \$9 million and (y) 1.5% of the aggregate amount of Acquired EBITDA (as defined in the Management Agreement) as

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- at such time and (ii) 1.5% of the EBITDA (as defined in the indenture governing the WMG Holdings Corp. 13.75% Senior Notes due 2019 as required by the Management Agreement) of the Company for the applicable fiscal year, plus expenses. The Company or one or more of its subsidiaries will also pay Access a specified transaction fee for certain types of transactions completed by Holdings or one or more of its subsidiaries, plus expenses.
- (6) We have minimum funding commitments and other related obligations to support the operations of various investments, which are reflected in the table above. Other long-term liabilities include \$30 million and \$14 million of liabilities for uncertain tax positions as of September 30, 2013 and September 30, 2012, respectively. We are unable to accurately predict when these amounts will be realized or released.
- \* Because the timing of payment, and even whether payment occurs, is dependent upon the timing of delivery of albums and musical compositions from talent, the timing and amount of payment of these commitments as presented in the above summary can vary significantly.
- \*\* Per the above explanation, the minimum annual fee will be approximately \$9 million per year. This amount may vary based on the terms described above; and will continue as long as the Management Agreement remains unmodified and effective.

## **MARKET RISK MANAGEMENT**

We are exposed to market risk arising from changes in market rates and prices, including movements in foreign currency exchange rates and interest rates.

### **Foreign Currency Risk**

We have significant transactional exposure to changes in foreign currency exchange rates relative to the U.S. dollar due to the global scope of our operations. For the fiscal year ended September 30, 2013, prior to intersegment elimination, approximately \$1.731 billion, or 60%, of our revenues were generated outside of the U.S. The top five revenue-producing international countries are the U.K., France, Germany, Japan, and Italy, which use the British Pound Sterling, euro, euro, Japanese Yen, and euro as currencies, respectively. See Note 17 to our audited financial statements included elsewhere herein for information on our operations in different geographical areas.

Historically, we have used, and continue to use, foreign exchange forward contracts and foreign exchange options primarily to hedge the risk that unremitted or future royalties and license fees owed to its domestic companies for the sale, or anticipated sale, of U.S.-copyrighted products abroad may be adversely affected by changes in foreign currency exchange rates. We focus on managing the level of exposure to the risk of foreign currency exchange rate fluctuations on our major currencies, which include the Euro, British pound sterling, Japanese yen, Canadian dollar and Australian dollar. In addition, we currently hedge foreign currency risk associated with financing transactions such as third-party and inter-company debt and other balance sheet items. See Note 16 to our audited financial statements included elsewhere herein for additional information.

### **Interest Rate Risk**

We have \$2.888 billion of principal debt outstanding at September 30, 2013, of which \$1.310 billion is variable rate debt. As such, we are exposed to changes in interest rates. We currently manage this exposure through the fixed-to-floating debt ratio; at September 30, 2013, 55% of the Company's debt was at a fixed rate. In addition, at September 30, 2013, all of our floating rate debt under our Term Loan Facility was subject to a LIBOR floor of 1.0%, which is in excess of the current LIBOR rate. The LIBOR floor has effectively turned these LIBOR loans into fixed-rate debt until such time as the LIBOR rate moves higher than the floor.

In addition to the \$1.310 million of variable rate debt, we also had \$1.578 billion of fixed-rate debt. Based on the level of interest rates prevailing at September 30, 2013, the fair value of the fixed-rate and variable rate debt was approximately \$3.060 billion. Further, based on the amount of our fixed-rate debt, a 25 basis point increase or decrease in the level of interest rates would increase or decrease the fair value of the fixed-rate debt

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by approximately \$11 million. This potential increase or decrease is based on the simplified assumption that the level of fixed-rate debt remains constant with an immediate across the board increase or decrease in the level of interest rates with no subsequent changes in rates for the remainder of the period.

We monitor our positions with, and the credit quality of, the financial institutions that are party to any of our financial transactions.

## **CRITICAL ACCOUNTING POLICIES**

The SEC's Financial Reporting Release No. 60, "Cautionary Advice Regarding Disclosure About Critical Accounting Policies" ("FRR 60"), suggests companies provide additional disclosure and commentary on those accounting policies considered most critical. FRR 60 considers an accounting policy to be critical if it is important to our financial condition and results, and requires significant judgment and estimates on the part of management in our application. We believe the following list represents critical accounting policies as contemplated by FRR 60. For a summary of all of our significant accounting policies, see Note 3 to our audited consolidated financial statements included elsewhere herein.

### **Business Combinations**

We account for our business acquisitions under the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 805, Business Combination ("ASC 805") guidance for business combinations. The total cost of acquisitions is allocated to the underlying identifiable net assets based on their respective estimated fair values. The excess of the purchase price over the estimated fair values of the net assets acquired is recorded as goodwill. Determining the fair value of assets acquired and liabilities assumed requires management's judgment and often involves the use of significant estimates and assumptions, including assumptions with respect to future cash inflows and outflows, discount rates, asset lives and market multiples, among other items. The discount rate utilized in the analysis was 11% while the terminal growth rate used in the DCF analysis was 2%. If our assumptions or estimates in the fair value calculation change, the fair value of our acquired intangible assets could change, this would also change the value of our goodwill.

### **Accounting for Goodwill and Other Intangible Assets**

We account for our goodwill and other indefinite-lived intangible assets as required by FASB Accounting Standards Codification ("ASC") Topic 350, Intangibles—Goodwill and other ("ASC 350"). Under ASC 350, we no longer amortize goodwill, including the goodwill included in the carrying value of investments accounted for using the equity method of accounting, and certain other intangible assets deemed to have an indefinite useful life. ASC 350 requires that goodwill and certain intangible assets be assessed for impairment using fair value measurement techniques on an annual basis and when events occur that may suggest that the fair value of such assets cannot support the carrying value. ASC 350 gives an entity the option to first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If an entity determines it is not more likely than not that the fair value of a reporting unit is less than its carrying amount, then performing the two-step impairment test is unnecessary. However, if an entity concludes otherwise, then it is required to perform the step one of the two-step process. The first step of the goodwill impairment test is used to identify potential impairment by comparing the fair value of a reporting unit with its net book value (or carrying amount), including goodwill.

In performing the first step, management determines the fair value of its reporting units using a combination of a discounted cash flow ("DCF") analysis and a market-based approach. Determining fair value requires significant judgment concerning the assumptions used in the valuation model, including discount rates, the amount and timing of expected future cash flows and, growth rates, as well as relevant comparable company earnings multiples for the market-based approach including the determination of whether a premium or discount should be applied to those comparables. The cash flows employed in the DCF analyses are based on

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management's most recent budgets and business plans and when applicable, various growth rates have been assumed for years beyond the current business plan periods. Any forecast contains a degree of uncertainty and modifications to these cash flows could significantly increase or decrease the fair value of a reporting unit. For example, if revenue from sales of physical products continues to decline and the revenue from sales of digital products does not continue to grow as expected and we are unable to adjust costs accordingly, it could have a negative impact on future impairment tests. In determining which discount rate to utilize, management determines the appropriate weighted average cost of capital ("WACC") for each reporting unit. Management considers many factors in selecting a WACC, including the market view of risk for each individual reporting unit, the appropriate capital structure and the appropriate borrowing rates for each reporting unit. The selection of a WACC is subjective and modification to this rate could significantly increase or decrease the fair value of a reporting unit.

If the fair value of a reporting unit exceeds its carrying amount, goodwill of the reporting unit is considered not impaired and the second step of the impairment test is unnecessary. If the carrying amount of a reporting unit exceeds its fair value, the second step of the goodwill impairment test is performed to measure the amount of impairment loss, if any. The second step of the goodwill impairment test compares the implied fair value of the reporting unit's goodwill with the carrying amount of that goodwill. If the carrying amount of the reporting unit's goodwill exceeds the implied fair value of that goodwill, an impairment loss is recognized in an amount equal to that excess. The implied fair value of goodwill is determined in the same manner as the amount of goodwill recognized in a business combination. That is, the fair value of the reporting unit is allocated to all of the assets and liabilities of that unit (including any unrecognized intangible assets) as if the reporting unit had been acquired in a business combination and the fair value of the reporting unit was the purchase price paid to acquire the reporting unit.

As of September 30, 2013, we had recorded goodwill in the amount of \$1.668 billion, including \$1.204 billion and \$464 million for Recorded Music and Music Publishing, respectively, primarily related to the Merger and PLG Acquisition. We test our goodwill and other indefinite-lived intangible assets for impairment on an annual basis in the fourth quarter of each fiscal year as of July 1. The performance of our fiscal 2013 impairment analysis did not result in an impairment of the Company's goodwill and other indefinite-lived intangible assets. The discount rates utilized in the fiscal 2013 analysis ranged from 7% to 14% while the terminal growth rates used in the DCF analysis ranged from 1% to 2%. The fair values of all our reporting units were in excess of their carrying value as of our annual impairment test. The fair value of our Music Publishing reporting unit was closest to its carrying value and was 5% in excess of its carrying value at September 30, 2013. Both U.S. Recorded Music and International Recorded Music were greater than 40% in excess of their respective carrying values at September 30, 2013.

If our assumptions or estimates in the fair value calculation change, we could incur impairment charges in future periods. For example, if the discount rates or terminal growth rates utilized in our fiscal 2013 annual impairment testing increased or decreased, respectively, by approximately 50-150 basis points, the estimated fair value of our Music Publishing reporting unit would have fallen below its carrying value.

The impairment test for other intangible assets not subject to amortization involves a comparison of the estimated fair value of the intangible asset with its carrying value. If the carrying value of the intangible asset exceeds its fair value, an impairment loss is recognized in an amount equal to that excess. The estimates of fair value of intangible assets not subject to amortization are determined using a DCF valuation analysis. Common among such approaches is the "relief from royalty" methodology, which is used in estimating the fair value of the Company's trademarks. Discount rate assumptions are based on an assessment of the risk inherent in the projected future cash flows generated by the respective intangible assets. Also subject to judgment are assumptions about royalty rates, which are based on the estimated rates at which similar trademarks are being licensed in the marketplace.

See Note 7 to our audited consolidated financial statements contained in our annual report on Form 10-K for the fiscal year ended September 30, 2013 for a further discussion of our goodwill and other intangible assets.

## **Revenue and Cost Recognition**

### ***Sales Returns and Uncollectible Accounts***

In accordance with practice in the recorded music industry and as customary in many territories, certain products (such as CDs and DVDs) are sold to customers with the right to return unsold items. Under FASB ASC Topic 605, Revenue Recognition, revenues from such sales are recognized when the products are shipped based on gross sales less a provision for future estimated returns.

In determining the estimate of product sales that will be returned, management analyzes historical returns, current economic trends, changes in customer demand and commercial acceptance of our products. Based on this information, management reserves a percentage of each dollar of product sales to provide for the estimated customer returns.

Similarly, management evaluates accounts receivables to determine if they will ultimately be collected. In performing this evaluation, significant judgments and estimates are involved, including an analysis of specific risks on a customer-by-customer basis for larger accounts and customers, and a receivables aging analysis that determines the percent that has historically been uncollected by aged category. Based on this information, management provides a reserve for the estimated amounts believed to be uncollectible.

Based on management's analysis of sales returns and uncollectible accounts, reserves totaling \$55 million and \$63 million were established at September 30, 2013 and September 30, 2012, respectively. The ratio of our receivable allowances to gross accounts receivables was 10% at September 30, 2013 and 14% at September 30, 2012.

### ***Gross Versus Net Revenue Classification***

In the normal course of business, we act as an intermediary or agent with respect to certain payments received from third parties. For example, we distribute music product on behalf of third-party record labels.

The accounting issue encountered in these arrangements is whether we should report revenue based on the "gross" amount billed to the ultimate customer or on the "net" amount received from the customer after participation and other royalties paid to third parties. To the extent revenues are recorded gross (in the full amount billed), any participations and royalties paid to third parties are recorded as expenses so that the net amount (gross revenues, less expenses) flows through operating income. Accordingly, the impact on operating income is the same, whether we record the revenue on a gross basis or net basis (less related participations and royalties).

Determining whether revenue should be reported gross or net is based on an assessment of whether we are acting as the "principal" in a transaction or acting as an "agent" in the transaction. To the extent we are acting as a principal in a transaction, we report as revenue the payments received on a gross basis. To the extent we are acting as an agent in a transaction, we report as revenue the payments received less participations and royalties paid to third parties, i.e., on a net basis. The determination of whether we are serving as principal or agent in a transaction is judgmental in nature and based on an evaluation of the terms of an arrangement.

In determining whether we serve as principal or agent in these arrangements, we follow the guidance in FASB ASC Subtopic 605-45, Principal Agent Considerations ("ASC 605-45"). Pursuant to such guidance, we serve as the principal in transactions where we have the substantial risks and rewards of ownership. The indicators that we have substantial risks and rewards of ownership are as follows:

- we are the supplier of the products or services to the customer;
- we have latitude in establishing prices;
- we have the contractual relationship with the ultimate customer;

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- we modify and service the product purchased to meet the ultimate customer specifications;
- we have discretion in supplier selection; and
- we have credit risk.

Conversely, pursuant to ASC 605-45, we serve as agent in arrangements where we do not have substantial risks and rewards of ownership. The indicators that we do not have substantial risks and rewards of ownership are as follows:

- the supplier (not the Company) is responsible for providing the product or service to the customer;
- the supplier (not the Company) has latitude in establishing prices;
- the amount we earn is fixed;
- the supplier (not the Company) has credit risk; and
- the supplier (not the Company) has general inventory risk for a product before it is sold.

Based on the above criteria and for the more significant transactions that we have evaluated, we record the distribution of product on behalf of third-party record labels on a gross basis, subject to the terms of the contract. However, recorded music compilations distributed by other record companies where we have a right to participate in the profits are recorded on a net basis.

### **Accounting for Royalty Advances**

We regularly commit to and pay royalty advances to our recording artists and songwriters in respect of future sales. We account for these advances under the related guidance in FASB ASC Topic 928, Entertainment—Music (“ASC 928”). Under ASC 928, we capitalize as assets certain advances that we believe are recoverable from future royalties to be earned by the recording artist or songwriter. Advances vary in both amount and expected life based on the underlying recording artist or songwriter. Advances to recording artists or songwriters with a history of successful commercial acceptability will typically be larger than advances to a newer or unproven recording artist or songwriter. In addition, in most cases these advances represent a multi-album release or multi-song obligation and the number of albums releases and songs will vary by recording artist or songwriter.

Management’s decision to capitalize an advance to a recording artist or songwriter as an asset requires significant judgment as to the recoverability of the advance. The recoverability is assessed upon initial commitment of the advance based upon management’s forecast of anticipated revenue from the sale of future and existing albums or songs. In determining whether the advance is recoverable, management evaluates the current and past popularity of the recording artist or songwriter, the sales history of the recording artist or songwriter, the initial or expected commercial acceptability of the product, the current and past popularity of the genre of music that the product is designed to appeal to, and other relevant factors. Based upon this information, management expenses the portion of any advance that it believes is not recoverable. In most cases, advances to recording artists or songwriters without a history of success and evidence of current or past popularity will be expensed immediately. Advances are individually assessed for recoverability continuously and at minimum on a quarterly basis. As part of the ongoing assessment of recoverability, we monitor the projection of future sales based on the current environment, the recording artist’s or songwriter’s ability to meet their contractual obligations as well as our intent to support future album releases or songs from the recording artist or songwriter. To the extent that a portion of an outstanding advance is no longer deemed recoverable, that amount will be expensed in the period the determination is made.

We had \$266 million and \$258 million of advances in our balance sheet at September 30, 2013 and September 30, 2012, respectively. We believe such advances are recoverable through future royalties to be earned by the applicable recording artists and songwriters.

### **Accounting for Income Taxes**

As part of the process of preparing the consolidated financial statements, we are required to estimate income taxes payable in each of the jurisdictions in which we operate. This process involves estimating the actual current tax expense together with assessing temporary differences resulting from differing treatment of items for tax and accounting purposes. These differences result in deferred tax assets and liabilities, which are included within our consolidated balance sheets. FASB ASC Topic 740, Income Taxes (“ASC 740”), requires a valuation allowance be established when it is more likely than not that all or a portion of deferred tax assets will not be realized. In circumstances where there is sufficient negative evidence, establishment of a valuation allowance must be considered. We believe that cumulative losses in the most recent three-year period generally represent sufficient negative evidence to consider a valuation allowance under the provisions of ASC 740. As a result, we determined that certain of our deferred tax assets required the establishment of a valuation allowance.

The realization of the remaining deferred tax assets is primarily dependent on forecasted future taxable income. Any reduction in estimated forecasted future taxable income may require that we record additional valuation allowances against our deferred tax assets on which a valuation allowance has not previously been established. The valuation allowance that has been established will be maintained until there is sufficient positive evidence to conclude that it is more likely than not that such assets will be realized. An ongoing pattern of profitability will generally be considered as sufficient positive evidence. Our income tax expense recorded in the future may be reduced to the extent of offsetting decreases in our valuation allowance. The establishment and reversal of valuation allowances could have a significant negative or positive impact on our future earnings.

From time to time, the Company engages in transactions in which the tax consequences may be subject to uncertainty. Significant judgment is required in assessing and estimating the tax consequences of these transactions. The Company prepares and files tax returns based on its interpretation of tax laws and regulations. In the normal course of business, the Company’s tax returns are subject to examination by various taxing authorities. Such examinations may result in future tax and interest assessments by these taxing authorities. In determining the Company’s tax provision for financial reporting purposes, the Company establishes a reserve for uncertain tax positions unless such positions are determined to be more likely than not of being sustained upon examination based on their technical merits. There is considerable judgment involved in determining whether positions taken on the Company’s tax returns are more likely than not of being sustained.

### **Accounting for Share-based Compensation**

Share-based compensation represents compensation payment for which the amounts are based on the fair market value of the Company’s shares. The Company’s Senior Management Long Term Incentive Plan is classified as a liability rather than equity under ASC 718. Liability classified share-based compensation costs are measured at fair value each reporting date until settlement. Because it is not practical for WMG to estimate the volatility of its share price needed to use the fair value approach since our stock is not currently publically traded, WMG has made a policy election that whenever share-based payment awards are required to be measured as a liability, the Company will use the intrinsic value method to measure the costs. Under the intrinsic value method, WMG obtains a valuation of our presumed stock price at least annually (or more frequently for significant changes in the business) and re-measures the related awards using this new price, recognizing compensation costs for the difference between the existing price and new price.

Determining fair value requires significant judgment concerning the assumptions used in the valuation model, including discount rates, the amount and timing of expected future cash flows and, growth rates, as well as relevant comparable company earnings multiples for the market-based approach including the determination of whether a premium or discount should be applied to those comparables. The cash flows employed in the DCF analyses are based on management’s most recent budgets and business plans and when applicable, various growth rates have been assumed for years beyond the current business plan periods. Any forecast contains a degree of uncertainty and modifications to these cash flows could significantly increase or decrease the fair value of the presumed share price. For example, if revenue from sales of physical products continues to decline and the

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revenue from sales of digital products does not continue to grow as expected and we are unable to adjust costs accordingly, it could have a negative impact on future pricing. In determining which discount rate to utilize, management determines the appropriate weighted average cost of capital ("WACC") for the Company. Management considers many factors in selecting a WACC, including the market view of risk, the appropriate capital structure and the appropriate borrowing rates for the Company. The selection of a WACC is subjective and modification to this rate could significantly increase or decrease the fair value of our presumed stock price.

**New Accounting Principles**

In addition to the critical accounting policies discussed above, we adopted several new accounting policies during the past two years. None of these new accounting principles had a material effect on our audited financial statements. See Note 3 to our audited financial statements included elsewhere herein for a complete summary.

**ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

As discussed in Note 16 to our audited financial statements the Company is exposed to market risk arising from changes in market rates and prices, including movements in foreign currency exchange rates and interest rates. As of September 30, 2013, other than as described below, there have been no material changes to the Company's exposure to market risk since September 30, 2012.

We have transactional exposure to changes in foreign currency exchange rates relative to the U.S. dollar due to the global scope of our operations. Historically, we have used, and continue to use, foreign exchange forward contracts and foreign exchange options primarily to hedge the risk that unremitted or future royalties and license fees owed to its domestic companies for the sale, or anticipated sale, of U.S.-copyrighted products abroad may be adversely affected by changes in foreign currency exchange rates. We focus on managing the level of exposure to the risk of foreign currency exchange rate fluctuations on our major currencies, which include the Euro, British pound sterling, Japanese yen, Canadian dollar and Australian dollar. As of September 30, 2013, the Company had outstanding hedge contracts for the sale of \$249 million and the purchase of \$1.044 billion of foreign currencies at fixed rates. Subsequent to September 30, 2013, certain of our foreign exchange contracts expired and were renewed with new foreign exchange contracts with similar features.

The fair value of foreign exchange contracts is subject to changes in foreign currency exchange rates. For the purpose of assessing the specific risks, we use a sensitivity analysis to determine the effects that market risk exposures may have on the fair value of our financial instruments. For foreign exchange forward contracts outstanding at September 30, 2013, assuming a hypothetical 10% depreciation of the U.S dollar against foreign currencies from prevailing foreign currency exchange rates and assuming no change in interest rates, the fair value of the foreign exchange forward contracts would have decreased by \$79 million. Because our foreign exchange contracts are entered into for hedging purposes, these losses would be largely offset by gains on the underlying transactions.

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**ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

**WARNER MUSIC GROUP CORP.**

**INDEX TO CONSOLIDATED FINANCIAL STATEMENTS**

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## MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rule 13a-15(f) under the U.S. Securities Exchange Act of 1934, as amended. Management designed our internal control systems in order to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America. Our internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our assets; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures are being made only in accordance with authorizations of management and directors and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of our assets that could have a material effect on the financial statements.

Our internal control systems include the controls themselves, monitoring and internal auditing practices and actions taken to correct deficiencies as identified and are augmented by written policies, an organizational structure providing for division of responsibilities, careful selection and training of qualified financial personnel and a program of internal audits.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (1992 Framework). Based on its evaluation, our management concluded that our internal control over financial reporting was effective as of September 30, 2013.

**Report of Independent Registered Public Accounting Firm**

The Board of Directors of Warner Music Group Corp.

We have audited the accompanying consolidated balance sheets of Warner Music Group Corp. as of September 30, 2013 (Successor) and 2012 (Successor), and the related consolidated statements of operations, comprehensive loss, cash flows, and equity (deficit) for the fiscal years ended September 30, 2013 (Successor) and 2012 (Successor), the period from July 20, 2011 to September 30, 2011 (Successor) and the period from October 1, 2010 to July 19, 2011 (Predecessor). Our audits also included the Supplementary Information and Financial Statement Schedule II listed in the index at Item 15(a). These financial statements, supplementary information and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements, supplementary information and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Warner Music Group Corp. at September 30, 2013 (Successor) and 2012 (Successor), and the consolidated results of its operations and its cash flows for the years ended September 30, 2013 (Successor) and 2012 (Successor), the period from July 20, 2011 to September 30, 2011 (Successor) and the period from October 1, 2010 to July 19, 2011 (Predecessor) in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related Supplementary Information and Financial Statement Schedule II, when considered in relation to the basic financial statements as a whole, present fairly in all material respects the information set forth therein.

/s/ Ernst & Young LLP

New York, New York  
December 12, 2013

**Warner Music Group Corp.**  
**Consolidated Balance Sheets**

	September 30, 2013	Successor September 30, 2012
	(in millions)	
<b>Assets</b>		
Current assets:		
Cash and equivalents	\$ 155	\$ 302
Accounts receivable, less allowances of \$55 million and \$63 million	511	398
Inventories	33	28
Royalty advances expected to be recouped within one year	93	116
Deferred tax assets	43	51
Prepaid and other current assets	59	44
Total current assets	894	939
Royalty advances expected to be recouped after one year	173	142
Property, plant and equipment, net	180	152
Goodwill	1,668	1,380
Intangible assets subject to amortization, net	3,107	2,499
Intangible assets not subject to amortization	120	102
Other assets	110	64
Total assets	<u>\$ 6,252</u>	<u>\$ 5,278</u>
<b>Liabilities and Equity</b>		
Current liabilities:		
Accounts payable	\$ 280	\$ 156
Accrued royalties	1,147	997
Accrued liabilities	321	253
Accrued interest	75	89
Deferred revenue	139	101
Current portion of long-term debt	13	—
Other current liabilities	25	10
Total current liabilities	2,000	1,606
Long-term debt	2,854	2,206
Deferred tax liabilities, net	439	375
Other noncurrent liabilities	216	147
Total liabilities	<u>\$ 5,509</u>	<u>\$ 4,334</u>
Equity:		
Common stock (\$0.001 par value; 10,000 shares authorized; 1,055 and 1,000 shares issued and outstanding)	—	—
Additional paid-in capital	1,128	1,129
Accumulated deficit	(341)	(143)
Accumulated other comprehensive loss, net	(61)	(59)
Total Warner Music Group Corp. equity	\$ 726	\$ 927
Noncontrolling interest	17	17
Total equity	743	944
Total liabilities and equity	<u>\$ 6,252</u>	<u>\$ 5,278</u>

See accompanying notes

**Warner Music Group Corp.**  
**Consolidated Statements of Operations**

	Successor			Predecessor
	Fiscal Year Ended September 30, 2013	Fiscal Year Ended September 30, 2012	From July 20, 2011 through September 30, 2011	From October 1, 2010 through July 19, 2011
	(in millions)			
Revenues	\$ 2,871	\$ 2,780	\$ 556	\$ 2,311
Costs and expenses:				
Cost of revenues	(1,499)	(1,459)	(288)	(1,261)
Selling, general and administrative expenses (a)	(1,090)	(1,019)	(196)	(874)
Amortization of intangible assets	(207)	(193)	(38)	(178)
Total costs and expenses	(2,796)	(2,671)	(522)	(2,313)
Operating income (loss)	75	109	34	(2)
Loss on extinguishment of debt	(85)	—	—	—
Interest expense, net	(203)	(225)	(62)	(151)
Other (expense) income, net	(12)	8	—	5
Loss before income taxes	(225)	(108)	(28)	(148)
Income tax benefit (expense)	31	(1)	(3)	(27)
Net loss	(194)	(109)	(31)	(175)
Less: (income) loss attributable to noncontrolling interests	(4)	(3)	—	1
Net loss attributable to Warner Music Group Corp.	\$ (198)	\$ (112)	\$ (31)	\$ (174)
Net loss per common share attributable to Warner Music Group Corp.:				
Earnings per share:				
Basic				\$ (1.15)
Diluted				\$ (1.15)
Weighted average common shares:				
Basic				150.9
Diluted				150.9
(a) Includes depreciation expense of:	\$ (51)	\$ (51)	\$ (9)	\$ (33)

See accompanying notes

**Warner Music Group Corp.**  
**Consolidated Statement of Comprehensive Loss**

	Successor			Predecessor
	Fiscal Year Ended September 30, 2013	Fiscal Year Ended September 30, 2012	From July 20, 2011 through September 30, 2011 <small>(in millions)</small>	From October 1, 2010 through July 19, 2011
Net loss	\$ (194)	\$ (109)	\$ (31)	\$ (175)
Other comprehensive (loss) income, net of tax:				
Foreign currency translation adjustment	(3)	(19)	(35)	9
Minimum pension liability	2	(7)	1	—
Deferred gains (losses) on derivative financial instruments	(1)	—	1	2
Total other comprehensive (loss) income, net of tax:	(2)	(26)	(33)	11
Total comprehensive loss	(196)	(135)	(64)	(164)
Less: comprehensive (income) loss attributable to noncontrolling interest	(4)	(3)	—	1
Comprehensive loss attributable to Warner Music Group Corp.	<u>\$ (200)</u>	<u>\$ (138)</u>	<u>\$ (64)</u>	<u>\$ (163)</u>

See accompanying notes

**Warner Music Group Corp.**  
**Consolidated Statements of Cash Flows**

	Successor			Predecessor
	Fiscal Year Ended September 30, 2013	Fiscal Year Ended September 30, 2012	From July 20, 2011 Through September 30, 2011	From October 1, 2010 Through July 19, 2011
	(in millions)			
<b>Cash flows from operating activities</b>				
Net loss	\$ (194)	\$ (109)	\$ (31)	\$ (175)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:				
Depreciation and amortization	258	244	47	211
Deferred taxes	(73)	(26)	(2)	(15)
Non-cash interest expense (income)	13	(2)	2	9
Non-cash, share-based compensation expense	19	—	—	24
Loss on extinguishment of debt	85	—	—	—
Equity losses (gains), including distributions	3	(2)	—	(2)
Changes in operating assets and liabilities:				
Accounts receivable	(15)	(16)	(68)	119
Inventories	(5)	1	(2)	10
Royalty advances	(1)	47	26	(16)
Accounts payable and accrued liabilities	73	39	29	(147)
Royalty payables	6	22	(73)	4
Accrued interest	(14)	34	30	(34)
Other current balance sheet changes	5	(7)	8	13
Other noncurrent balance sheet changes	(1)	(16)	(30)	11
Net cash provided by (used in) operating activities	<u>159</u>	<u>209</u>	<u>(64)</u>	<u>12</u>
<b>Cash flows from investing activities</b>				
Purchase of Predecessor	—	—	(1,278)	—
Capital expenditures	(34)	(32)	(11)	(37)
Acquisition of publishing rights	(37)	(32)	(3)	(59)
Investments and acquisitions of businesses, net of cash acquired	(737)	(8)	—	(59)
Proceeds from sale of music catalog	—	2	—	—
Proceeds from the sale of building	—	12	—	—
Net cash used in investing activities	<u>(808)</u>	<u>(58)</u>	<u>(1,292)</u>	<u>(155)</u>
<b>Cash flows from financing activities</b>				
Capital Contribution from Parent	—	—	1,099	—
Repayment of Acquisition Corp. 9.5% Senior Subordinated Notes	(1,250)	—	—	—
Proceeds from issuance of Acquisition Corp 6.0% Senior Secured Notes	500	—	—	—
Repayment of Acquisition Corp 6.0% Senior Secured Notes	(50)	—	—	—
Proceeds from issuance of Acquisition Corp 6.25% Senior Secured Notes	227	—	—	—
Repayment of Acquisition Corp 6.25% Senior Secured Notes	(23)	—	—	—
Proceeds from Acquisition Corp Term Loan Facility	1,412	—	—	—
Repayment of Term Loan	(110)	—	—	—
Proceeds from draw down of the Revolving Credit Facility	136	—	—	—
Repayment of the Revolving Credit Facility	(136)	—	—	—
Proceeds from issuance of 9.5% Acquisition Corp. Senior Secured Notes	—	—	157	—
Proceeds from issuance of Acquisition Corp. 11.5% Senior Unsecured Notes	—	—	747	—
Proceeds from issuance of Holdings Corp. 13.75% Senior Unsecured Notes	—	—	150	—
Repayment of Acquisition Corp. 7 3/8% Dollar-denominated and 8 1/8% Sterling-denominated Senior Subordinated Notes	—	—	(626)	—
Repayment of Holdings 9.5% Senior Discount Notes	—	—	(258)	—
Financing costs paid	(129)	—	(70)	—
Deferred financing costs paid	(62)	—	—	—
Proceeds from the exercise of stock options	—	—	—	6
Distributions to noncontrolling interest holders	(4)	(3)	—	(1)
Net cash provided by (used in) financing activities	<u>511</u>	<u>(3)</u>	<u>1,199</u>	<u>5</u>
Effect of foreign currency exchange rate changes on cash	(9)	—	(8)	18
Net (decrease) increase in cash and equivalents	(147)	148	(165)	(120)
Cash and equivalents at beginning of period	<u>302</u>	<u>154</u>	<u>319</u>	<u>439</u>
Cash and equivalents at end of period	<u>\$ 155</u>	<u>\$ 302</u>	<u>\$ 154</u>	<u>\$ 319</u>

See accompanying notes

**Warner Music Group Corp.**  
**Consolidated Statements of Equity (Deficit)**

	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Warner Music Group Corp. Equity (Deficit)	Noncontrolling Interest	Total Equity (Deficit)
	Shares	Value						
	(in millions, except number of common shares)							
<b>Balance at September 30, 2010 (Predecessor)</b>	<b>154,950,776</b>	<b>0.001</b>	<b>611</b>	<b>(929)</b>	<b>53</b>	<b>(265)</b>	<b>54</b>	<b>(211)</b>
Net loss	—	—	—	(174)	—	(174)	(1)	(175)
Other comprehensive income, net of tax	—	—	—	—	11	11	—	11
Distribution to noncontrolling interest	—	—	—	—	—	—	(4)	(4)
Share-based compensation	(7,731,089)	0.001	24	—	—	24	—	24
Exercises of stock options	1,688,541	—	6	—	—	6	—	6
<b>Balance at July 19, 2011 (Predecessor)</b>	<b>148,908,228</b>	<b>\$0.001</b>	<b>\$ 641</b>	<b>\$ (1,103)</b>	<b>\$ 64</b>	<b>\$ (398)</b>	<b>\$ 49</b>	<b>\$ (349)</b>
Successor:								
Initial investment by Parent	1,000	\$0.001	\$ 1,129	\$ —	\$ —	\$ 1,129	\$ —	\$ 1,129
Net loss	—	—	—	(31)	—	(31)	—	(31)
Other comprehensive loss, net of tax	—	—	—	—	(33)	(33)	—	(33)
Distribution to noncontrolling interest	—	—	—	—	—	—	17	17
<b>Balance at September 30, 2011 (Successor)</b>	<b>1,000</b>	<b>\$0.001</b>	<b>\$ 1,129</b>	<b>\$ (31)</b>	<b>\$ (33)</b>	<b>\$ 1,065</b>	<b>\$ 17</b>	<b>\$ 1,082</b>
Net (loss) income	—	—	—	(112)	—	(112)	3	(109)
Other comprehensive loss, net of tax	—	—	—	—	(26)	(26)	—	(26)
Distribution to noncontrolling interest	—	—	—	—	—	—	(3)	(3)
<b>Successor Balance at September 30, 2012</b>	<b>1,000</b>	<b>\$0.001</b>	<b>\$ 1,129</b>	<b>\$ (143)</b>	<b>\$ (59)</b>	<b>\$ 927</b>	<b>\$ 17</b>	<b>\$ 944</b>
Net (loss) income	—	—	—	(198)	—	(198)	4	(194)
Other comprehensive loss, net of tax	—	—	—	—	(2)	(2)	—	(2)
Distribution to noncontrolling interest	—	—	—	—	—	—	(4)	(4)
Deconsolidation of entity	—	—	(1)	—	—	(1)	—	(1)
Stock dividend	55	—	—	—	—	—	—	—
<b>Successor Balance at September 30, 2013</b>	<b>1,055</b>	<b>\$0.001</b>	<b>\$ 1,128</b>	<b>\$ (341)</b>	<b>\$ (61)</b>	<b>\$ 726</b>	<b>\$ 17</b>	<b>\$ 743</b>

See accompanying notes

**Warner Music Group Corp.**  
**Notes to Consolidated Audited Financial Statements**

**1. Description of Business**

Warner Music Group Corp. (the “Company”) was formed on November 21, 2003. The Company is the direct parent of WMG Holdings Corp. (“Holdings”), which is the direct parent of WMG Acquisition Corp. (“Acquisition Corp.”). Acquisition Corp. is one of the world’s major music-based content companies.

*Acquisition of Warner Music Group by Access Industries*

Pursuant to an Agreement and Plan of Merger, dated as of May 6, 2011 (the “Merger Agreement”), by and among the Company, AI Entertainment Holdings LLC (formerly Airplanes Music LLC), a Delaware limited liability company (“Parent”) and an affiliate of Access Industries, Inc. (“Access”), and Airplanes Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Parent (“Merger Sub”), on July 20, 2011 (the “Merger Closing Date”), Merger Sub merged with and into the Company with the Company surviving as a wholly owned subsidiary of Parent (the “Merger”). In connection with the Merger, the Company delisted its common stock from listing on the NYSE. The Company continues to file with the SEC current and periodic reports that would be required to be filed with the SEC pursuant to Section 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) in accordance with certain covenants contained in the instruments covering its outstanding indebtedness.

The Company classifies its business interests into two fundamental operations: Recorded Music and Music Publishing. A brief description of these operations is presented below.

*PLG Acquisition*

On July 1, 2013, the Company completed its acquisition of Parlophone Label Group. See Note 4 for a further discussion.

*Recorded Music Operations*

The Company’s Recorded Music business primarily consists of the discovery and development of artists and the related marketing, distribution and licensing of recorded music produced by such artists. The Company plays an integral role in virtually all aspects of the recorded music value chain from discovering and developing talent to producing albums and promoting artists and their products.

In the U.S., Recorded Music operations are conducted principally through the Company’s major record labels—Warner Bros. Records and the Atlantic Records Group. The Company’s Recorded Music operations also include Rhino, a division that specializes in marketing the Company’s music catalog through compilations and reissues of previously released music and video titles, as well as in the licensing of recordings to and from third parties for various uses, including film and television soundtracks. The Company also conducts its Recorded Music operations through a collection of additional record labels, including, among others, Asylum, Big Beat, East West, Elektra, Erato, Fueled by Ramen, Nonesuch, Parlophone, Reprise, Roadrunner, Rykodisc, Sire, Warner Classics, Warner Music Nashville, and Word.

Outside the U.S., Recorded Music activities are conducted in more than 50 countries primarily through various subsidiaries, affiliates and non-affiliated licensees. Internationally the Company engages in the same activities as in the U.S.: discovering and signing artists and distributing, marketing and selling their recorded music. In most cases, the Company also markets and distributes the records of those artists for whom the Company’s domestic record labels have international rights. In certain smaller markets, the Company licenses to unaffiliated third-party record labels the right to distribute the Company’s records. The Company’s international artist services operations also include a network of concert promoters through which it provides resources to coordinate tours for the Company’s artists and other artists.

The Company’s Recorded Music distribution operations include Warner-Elektra-Atlantic Corporation (“WEA Corp.”), which markets and sells music and video products to retailers and wholesale distributors in the U.S., Alternative Distribution Alliance (“ADA”), which distributes the products of independent labels to retail

**Warner Music Group Corp.**

**Notes to Consolidated Audited Financial Statements—(Continued)**

and wholesale distributors in the U.S.; various distribution centers and ventures operated internationally, an 80% interest in Word, which specializes in the distribution of music products in the Christian retail marketplace, and the Company's worldwide artist and label-services organization, including ADA Worldwide, which provides distribution services outside of the U.S. through a network of affiliated and non-affiliated distributors.

In addition to the Company's Recorded Music products being sold in physical retail outlets, Recorded Music products are also sold in physical form to online physical retailers such as Amazon.com, barnesandnoble.com and bestbuy.com and in digital form to online digital download services such as Apple's iTunes and Google Play, and are otherwise exploited by digital subscription services such as Spotify, Rhapsody and Deezer, and digital radio services such as Pandora, iTunes Radio and iHeart Radio.

The Company has integrated the sale of digital content into all aspects of its Recorded Music and Music Publishing businesses including Artist & Repertoire ("A&R"), marketing, promotion and distribution. The Company's business development executives work closely with A&R departments to make sure that while a record is being made, digital assets are also created with all distribution channels in mind, including subscription services, social networking sites, online portals and music-centered destinations. The Company also works side by side with its mobile and online partners to test new concepts. The Company believes existing and new digital businesses will be a significant source of growth for at least the next several years and will provide new opportunities to successfully monetize its assets and create new revenue streams. The proportion of digital revenues attributed to each distribution channel varies by region and proportions may change as the roll out of new technologies continues. As an owner of musical content, the Company believes it is well positioned to take advantage of growth in digital distribution and emerging technologies to maximize the value of its assets.

The Company is also diversifying its revenues beyond its traditional businesses by entering into expanded-rights deals with recording artists in order to partner with artists in other areas of their careers. Under these agreements, the Company provides services to and participates in artists' activities outside the traditional recorded music business. The Company built artist services capabilities and platforms for exploiting this broader set of music-related rights and participating more broadly in the monetization of the artist brands it help create.

The Company believes that entering into artist services and expanded-rights deals and enhancing its artist services capabilities will permit it to diversify revenue streams and capitalize on revenue opportunities in merchandising, fan clubs, sponsorship, concert promotion and touring. This will provide for improved long-term relationships with artists and allow us to more effectively connect artists and fans.

*Music Publishing Operations*

Where recorded music is focused on exploiting a particular recording of a composition, music publishing is an intellectual property business focused on the exploitation of the composition itself. In return for promoting, placing, marketing and administering the creative output of a songwriter, or engaging in those activities for other rightsholders, the Company's Music Publishing business garners a share of the revenues generated from use of the composition.

The Company's Music Publishing operations include Warner/Chappell, its global Music Publishing company, headquartered in Los Angeles with operations in over 50 countries through various subsidiaries, affiliates and non-affiliated licensees. The Company owns or controls rights to more than one million musical compositions, including numerous pop hits, American standards, folk songs and motion picture and theatrical compositions. Assembled over decades, its award-winning catalog includes over 65,000 songwriters and composers and a diverse range of genres including pop, rock, jazz, classical, country, R&B, hip-hop, rap, reggae, Latin, folk, blues, symphonic, soul, Broadway, techno, alternative, gospel and other Christian music. Warner/Chappell also administers the music and soundtracks of several third-party television and film producers and

**Warner Music Group Corp.**  
**Notes to Consolidated Audited Financial Statements—(Continued)**

studios, including Lucasfilm, Ltd., Hallmark Entertainment and Disney Music Publishing. Since 2012, Warner/Chappell has been making an effort to augment its film and TV music business, with the acquisitions of certain songs and recordings from numerous critically acclaimed films and TV shows. These acquisitions will help Warner/Chappell take advantage of the higher margins and strong synchronization and performance income in the TV/film space. The Company's production music library business includes Non-Stop Music, Groove Addicts Production Music Library, Carlin Recorded Music Library and 615 Music, collectively branded as Warner/Chappell Production Music.

## **2. Basis of Presentation**

### **Basis of Consolidation**

The accompanying financial statements present the consolidated accounts of all entities in which the Company has a controlling voting interest and/or variable interest required to be consolidated in accordance with U.S. GAAP. All inter-company balances and transactions have been eliminated. Certain reclassifications have been made to the prior fiscal years' consolidated financial statements to conform with the current fiscal-year presentation.

Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 810, Consolidation ("ASC 810") requires the Company first evaluate its investments to determine if any investments qualify as a variable interest entity ("VIE"). A VIE is consolidated if the Company is deemed to be the primary beneficiary of the VIE, which is the party involved with the VIE that has both (i) the power to control the most significant activities of the VIE and (ii) either the obligation to absorb losses or the right to receive benefits that could potentially be significant to the VIE. If an entity is not deemed to be a VIE, the Company consolidates the entity if the Company has a controlling voting interest.

The Company maintains a 52-53 week fiscal year ending on the last Friday in each reporting period. The fiscal year ended September 30, 2013 ended on September 27, 2013, the fiscal year ended September 30, 2012 ended on September 28, 2012, and the twelve months ended September 30, 2011 ended on September 30, 2011. For convenience purposes, the Company continues to date its financial statements as of September 30.

The Company has performed a review of all subsequent events through the date the financial statements were issued, and has determined that other than described in Note 20 no additional disclosures are necessary.

## **3. Summary of Significant Accounting Policies**

### **Use of Estimates**

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and the accompanying notes. Actual results could differ from those estimates.

### **Business Combinations**

The Company accounts for its business acquisitions under the FASB ASC Topic 805, Business Combination ("ASC 805") guidance for business combinations. The total cost of acquisitions is allocated to the underlying identifiable net assets based on their respective estimated fair values. The excess of the purchase price over the estimated fair values of the net assets acquired is recorded as goodwill. Determining the fair value of assets acquired and liabilities assumed requires management's judgment and often involves the use of significant estimates and assumptions, including assumptions with respect to future cash inflows and outflows, discount rates, asset useful lives and market multiples, among other items.

**Warner Music Group Corp.**  
**Notes to Consolidated Audited Financial Statements—(Continued)**

**Cash and Equivalents**

The Company considers all highly liquid investments with maturities of three months or less at the date of purchase to be cash equivalents. The Company includes checks outstanding at year end as a component of accounts payable, instead of a reduction in its cash balance.

**Accounts Receivable**

Credit is extended to customers based upon an evaluation of the customer's financial condition. Accounts receivable are recorded at net realizable value.

**Sales Returns and Allowance for Doubtful Accounts**

Management's estimate of physical recorded music products that will be returned, and the amount of receivables that will ultimately be collected is an area of judgment affecting reported revenues and operating income. In estimating physical product sales that will be returned, management analyzes vendor sales of product, historical return trends, current economic conditions, and changes in customer demand. Based on this information, management reserves a percentage of any physical product sales that provide the customer with the right of return. The provision for such sales returns is reflected as a reduction in the revenues from the related sale.

Similarly, the Company monitors customer credit risk related to accounts receivable. Significant judgments and estimates are involved in evaluating if such amounts will ultimately be fully collected. On an ongoing basis, the Company tracks customer exposure based on news reports, ratings agency information and direct dialogue with customers. Counterparties that are determined to be of a higher risk are evaluated to assess whether the payment terms previously granted to them should be modified. The Company also monitors payment levels from customers, and a provision for estimated uncollectible amounts is maintained based on such payment levels, historical experience, management's views on trends in the overall receivable agings and, for larger accounts, analyses of specific risks on a customer specific basis.

**Concentration of Credit Risk**

Customer credit risk represents the potential for financial loss if a customer is unwilling or unable to meet its agreed upon contractual payment obligations. The Company has no Recorded Music customers that individually represent more than 10% of the Company's consolidated gross accounts receivable. As such, the Company does not believe there is any significant collection risk.

In the Music Publishing business, the Company collects a significant portion of its royalties from copyright collection societies around the world. Collection societies and associations generally are not-for-profit organizations that represent composers, songwriters and music publishers. These organizations seek to protect the rights of their members by licensing, collecting license fees and distributing royalties for the use of the members' works. Accordingly, the Company does not believe there is any significant collection risk from such societies.

**Inventories**

Inventories consist of DVDs, CDs and related music products, as well as published sheet music and songbooks. Inventories are stated at the lower of cost or estimated realizable value. Cost is determined using first-in, first-out ("FIFO") and average cost methods, which approximate cost under the FIFO method. Returned goods included in inventory are valued at estimated realizable value, but not in excess of cost.

**Warner Music Group Corp.**  
**Notes to Consolidated Audited Financial Statements—(Continued)**

**Derivative and Financial Instruments**

The Company accounts for these investments as required by the FASB ASC Topic 815, Derivatives and Hedging (“ASC 815”), which requires that all derivative instruments be recognized on the balance sheet at fair value. ASC 815 also provides that, for derivative instruments that qualify for hedge accounting, changes in the fair value are either (a) offset against the change in fair value of the hedged assets, liabilities, or firm commitments through earnings or (b) recognized in equity until the hedged item is recognized in earnings, depending on whether the derivative is being used to hedge changes in fair value or cash flows. In addition, the ineffective portion of a derivative’s change in fair value is immediately recognized in earnings.

The carrying value of the Company’s financial instruments approximates fair value, except for certain differences relating to long-term, fixed-rate debt (see Note 19) and other financial instruments that are not significant. The fair value of financial instruments is generally determined by reference to market values resulting from trading on a national securities exchange or an over-the-counter market. In cases where quoted market prices are not available, fair value is based on estimates using present value or other valuation techniques.

**Property, Plant and Equipment**

Property, plant and equipment existing at the date of the Merger or acquired in conjunction with subsequent business combinations are recorded at fair value. All other additions are recorded at historical cost. Depreciation is calculated using the straight-line method based upon the estimated useful lives of depreciable assets as follows: five to seven years for furniture and fixtures, periods of up to five years for computer equipment and periods of up to seven years for machinery and equipment. Buildings are depreciated over periods of up to forty years. Leasehold improvements are depreciated over the life of the lease or estimated useful lives of the improvements, whichever period is shorter.

**Internal-Use Software Development Costs**

As required by FASB ASC Subtopic 350-40, Internal-Use Software (“ASC Topic 350-40”), the Company capitalizes certain external and internal computer software costs incurred during the application development stage. The application development stage generally includes software design and configuration, coding, testing and installation activities. Training and maintenance costs are expensed as incurred, while upgrades and enhancements are capitalized if it is probable that such expenditures will result in additional functionality. Capitalized software costs are depreciated over the estimated useful life of the underlying project on a straight-line basis, generally not exceeding five years and are recorded as a component of depreciation expense.

**Accounting for Goodwill and Other Intangible Assets**

In accordance with FASB ASC Topic 350, Intangibles-Goodwill and Other (“ASC Topic 350”), the Company accounts for business combinations using the acquisition method of accounting and accordingly, the assets and liabilities of the acquired entities are recorded at their estimated fair values at the acquisition date. Goodwill represents the excess of the purchase price over the fair value of net assets, including the amount assigned to identifiable intangible assets. Pursuant to this guidance, the Company does not amortize the goodwill balance and instead, performs an annual impairment test to assess the fair value of goodwill over its carrying value. Identifiable intangible assets with finite lives are amortized over their useful lives.

Goodwill impairment is determined using a two-step process. The first step involves a comparison of the estimated fair value of the reporting unit to its carrying amount, including goodwill. If the estimated fair value of the reporting unit exceeds its carrying amount, its goodwill is not impaired and the second step of the impairment

**Warner Music Group Corp.**

**Notes to Consolidated Audited Financial Statements—(Continued)**

test is not necessary. If the carrying amount of the reporting unit exceeds its estimated fair value, then the second step of the goodwill impairment test must be performed. The second step of the goodwill impairment test compares the implied fair value of the reporting unit goodwill with its carrying amount to measure the amount of impairment, if any. The implied fair value of goodwill is determined in the same manner as the amount of goodwill recognized in a business combination. If the carrying amount of the reporting unit exceeds the implied fair value of that goodwill, an impairment is recognized in an amount equal to that excess. Goodwill is tested annually for impairment during the fourth quarter of each fiscal year as of July 1 or earlier upon the occurrence of certain events or substantive changes in circumstances.

The Company performs an annual impairment test of its indefinite-lived intangible assets unless events occur which trigger the need for an earlier impairment test. The impairment test involves a comparison of the estimated fair value of the intangible asset with its carrying value. If the carrying value of the intangible asset exceeds its fair value, an impairment loss is recognized in an amount equal to that excess. The impairment test requires management to make assumptions about future conditions impacting the value of the indefinite-lived intangible assets, including projected growth rates, cost of capital, effective tax rates, tax amortization periods, royalty rates, market share and others.

The impairment test for other intangible assets not subject to amortization involves a comparison of the estimated fair value of the intangible asset with its carrying value. If the carrying value of the intangible asset exceeds its fair value, an impairment loss is recognized in an amount equal to that excess. The estimates of fair value of intangible assets not subject to amortization are determined using a DCF analysis. Common among such an approach is the “relief from royalty” methodology, which is used in estimating the fair value of the Company’s trademarks. Discount rate assumptions are based on an assessment of the risk inherent in the projected future cash flows generated by the respective intangible assets. Also subject to judgment are assumptions about royalty rates, which are based on the estimated rates at which similar trademarks are being licensed in the marketplace.

**Valuation of Long-Lived Assets**

The Company periodically reviews the carrying value of its long-lived assets, including finite lived intangibles, property, plant and equipment and amortizable intangible assets, whenever events or changes in circumstances indicate that the carrying value may not be recoverable or that the lives assigned may no longer be appropriate. To the extent the estimated future cash inflows attributable to the asset, less estimated future cash outflows, are less than the carrying amount, an impairment loss is recognized in an amount equal to the difference between the carrying value of such asset and its fair value. Assets to be disposed of and for which there is a committed plan to dispose of the assets, whether through sale or abandonment, are reported at the lower of carrying value or fair value less costs to sell. If it is determined that events and circumstances warrant a revision to the remaining period of amortization, an asset’s remaining useful life shall be changed, and the remaining carrying amount of the asset shall be amortized prospectively over that revised remaining useful life.

**Warner Music Group Corp.**  
**Notes to Consolidated Audited Financial Statements—(Continued)**

**Comprehensive Income (Loss)**

Comprehensive income (loss), which is reported in the accompanying consolidated statements of equity (deficit), consists of net income (loss) and other gains and losses affecting equity that, under U.S. GAAP, are excluded from net income (loss). For the Company, the components of other comprehensive income (loss) primarily consist of foreign currency translation gains and losses, minimum pension liabilities, and deferred gains and losses on financial instruments designated as hedges under ASC 815, which include interest-rate swap and foreign exchange contracts. The following summary sets forth the components of other comprehensive income (loss), net of related taxes, which have been accumulated in equity (deficit) since September 30, 2010 (Predecessor):

	Foreign Currency Translation Gain (Loss)	Minimum Pension Liability Adjustment	Deferred Gains (Losses) On Derivative Financial Instruments	Accumulated Other Comprehensive Income (Loss)
	(in millions)			
<b>Balance at September 30, 2010 (Predecessor)</b>	<b>\$ 58</b>	<b>\$ (3)</b>	<b>\$ (2)</b>	<b>\$ 53</b>
Activity through July 19, 2011	9	—	2	11
<b>Balance at July 19, 2011 (Predecessor)</b>	<b>\$ 67</b>	<b>\$ (3)</b>	<b>\$ —</b>	<b>\$ 64</b>
Successor activity from July 20, 2011 through September 30, 2011	(35)	1	1	(33)
<b>Balance at September 30, 2011 (Successor)</b>	<b>\$ (35)</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ (33)</b>
Activity through September 30, 2012	(19)	(7)	—	(26)
<b>Balance at September 30, 2012 (Successor)</b>	<b>\$ (54)</b>	<b>\$ (6)</b>	<b>\$ 1</b>	<b>\$ (59)</b>
Activity through September 30, 2013	(3)	2	(1)	(2)
<b>Balance at September 30, 2013 (Successor)</b>	<b>\$ (57)</b>	<b>\$ (4)</b>	<b>\$ —</b>	<b>\$ (61)</b>

**Foreign Currency Translation**

The financial position and operating results of substantially all foreign operations are consolidated using the local currency as the functional currency. Local currency assets and liabilities are translated at the rates of exchange on the balance sheet date, and local currency revenues and expenses are translated at average rates of exchange during the period. Resulting translation gains or losses are included in the accompanying consolidated statements of equity (deficit) as a component of accumulated other comprehensive income (loss).

**Revenues**

*Recorded Music*

As required by FASB ASC Topic 605, Revenue Recognition (“ASC 605”), the Company recognizes revenue when persuasive evidence of an arrangement exists, delivery has occurred, the sales price is fixed or determinable and collection is probable.

Revenues from the sale of physical Recorded Music products are recognized upon delivery, which occurs once the product has been shipped and title and risk of loss have been transferred. In accordance with industry practice and as is customary in many territories, certain products, such as CDs and DVDs, are sold to customers

**Warner Music Group Corp.**  
**Notes to Consolidated Audited Financial Statements—(Continued)**

with the right to return unsold items. Revenues from such sales are recognized upon shipment based on gross sales less a provision for future estimated returns. Revenues from the sale of Recorded Music products through digital distribution channels are recognized when the products are sold and related sales accounting reports are delivered by the providers.

*Music Publishing*

Music Publishing revenues are earned from the receipt of royalties relating to the licensing of rights in musical compositions, and the sale of published sheet music and songbooks. The receipt of royalties principally relates to amounts earned from the public performance of copyrighted material, the mechanical reproduction of copyrighted material on recorded media including digital formats, and the use of copyrighted material in synchronization with visual images. Consistent with industry practice, music publishing royalties, except for synchronization royalties and mechanical royalties in the U.S., generally are recognized as revenue when cash is received. Synchronization revenue and mechanical revenue in the U.S. are recognized as revenue on an accrual basis when all revenue recognition criteria are met in accordance with ASC 605.

*Gross Versus Net Revenue Classification*

In the normal course of business, the Company acts as an intermediary or agent with respect to certain payments received from third parties. For example, the Company distributes music product on behalf of third-party record labels. As required by FASB ASC Subtopic 605-45, Principal Agent Considerations, such transactions are recorded on a “gross” or “net” basis depending on whether the Company is acting as the “principal” in the transaction or acting as an “agent” in the transaction. The Company serves as the principal in transactions in which it has substantial risks and rewards of ownership and, accordingly, revenues are recorded on a gross basis. For those transactions in which the Company does not have substantial risks and rewards of ownership, the Company is considered an agent and, accordingly, revenues are recorded on a net basis.

To the extent revenues are recorded on a gross basis, any participations and royalties paid to third parties are recorded as expenses so that the net amount (gross revenues less expenses) flows through operating income. To the extent revenues are recorded on a net basis, revenues are reported based on the amounts received, less participations and royalties paid to third parties. In both cases, the impact on operating income is the same whether the Company records the revenues on a gross or net basis.

Based on an evaluation of the individual terms of each contract and whether the Company is acting as principal or agent, the Company generally records revenues from the distribution of recorded music product on behalf of third-party record labels on a gross basis. However, revenues are recorded on a net basis for recorded music compilations distributed by other record companies where the Company has a right to participate in the profits.

**Royalty Advances and Royalty Costs**

The Company regularly commits to and pays royalty advances to its recording artists and songwriters in respect of future sales. The Company accounts for these advances under the related guidance in FASB ASC Topic 928, Entertainment—Music (“ASC 928”). Under ASC 928, the Company capitalizes as assets certain advances that it believes are recoverable from future royalties to be earned by the recording artist or songwriter. Advances vary in both amount and expected life based on the underlying recording artist or songwriter. Advances to recording artists or songwriters with a history of successful commercial acceptability will typically be larger than advances to a newer or unproven recording artist or songwriter. In addition, in most cases these advances represent a multi-album release or multi-song obligation and the number of albums releases and songs will vary by recording artist or songwriter.

**Warner Music Group Corp.**  
**Notes to Consolidated Audited Financial Statements—(Continued)**

The Company's decision to capitalize an advance to a recording artist or songwriter as an asset requires significant judgment as to the recoverability of the advance. The recoverability is assessed upon initial commitment of the advance based upon the Company's forecast of anticipated revenue from the sale of future and existing albums or songs. In determining whether the advance is recoverable, the Company evaluates the current and past popularity of the recording artist or songwriter, the sales history of the recording artist or songwriter, the initial or expected commercial acceptability of the product, the current and past popularity of the genre of music that the product is designed to appeal to, and other relevant factors. Based upon this information, the Company expenses the portion of any advance that it believes is not recoverable. In most cases, advances to recording artists or songwriters without a history of success and evidence of current or past popularity will be expensed immediately. Significant advances are individually assessed for recoverability continuously and at minimum on a quarterly basis. As part of the ongoing assessment of recoverability, the Company monitors the projection of future sales based on the current environment, the recording artist's or songwriter's ability to meet their contractual obligations as well as the Company's intent to support future album releases or songs from the recording artist or songwriter. To the extent that a portion of an outstanding advance is no longer deemed recoverable, that amount will be expensed in the period the determination is made.

**Advertising**

As required by the FASB ASC Subtopic 720-35, Advertising Costs ("ASC 720-35"), advertising costs, including costs to produce music videos used for promotional purposes, are expensed as incurred. Advertising expense amounted to approximately \$70 million, \$67 million, \$11 million and \$77 million for the fiscal year ended September 30, 2013 (Successor), for the fiscal year ended September 30, 2012 (Successor), for the period from July 20, 2011 to September 30, 2011 (Successor) and for the period from October 1, 2010 to July 19, 2011 (Predecessor), respectively. Deferred advertising costs, which principally relate to advertisements that have been paid for but not been exhibited or services that have not been received, were not material for all periods presented.

**Shipping and Handling**

The costs associated with shipping goods to customers are recorded as cost of revenues. Shipping and handling charges billed to customers are included in revenues.

**Share-Based Compensation**

The Company accounts for share-based payments as required by FASB ASC Topic 718, Compensation-Stock Compensation ("ASC 718"). ASC 718 requires all share-based payments to employees, including grants of employee stock options, to be recognized as compensation expense. Under the fair value recognition provision of ASC 718, equity classified share-based compensation cost is measured at the grant date based on the fair value of the award and is recognized as expense over the vesting period. Under the Predecessor, the Company had applied the modified prospective method and expensed deferred share-based compensation on an accelerated basis over the vesting period of the share-based payment award. Expected forfeitures were included in determining share-based compensation expense.

Predecessor estimated the fair value of its grants made using the binomial method, which included assumptions related to volatility, dividend yield and risk-free interest rate. Predecessor also awarded or sold restricted shares to its employees. For restricted shares awarded or sold below market value, the accounting charge was measured at the grant date and amortized ratably as non-cash compensation over the vesting term. The Company does not currently have any share-based payments classified as equity.

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**Notes to Consolidated Audited Financial Statements—(Continued)**

Under the recognition provision of ASC 718, liability classified share-based compensation costs are measured each reporting date until settlement. The Company's policy is to measure share-based compensation costs using the intrinsic value method instead of fair value as it is not practical to estimate the volatility of its share price. During fiscal year 2013, the Company initiated a long term incentive plan that has liability classification for share-based compensation costs.

**Income Taxes**

Income taxes are provided using the asset and liability method presented by FASB ASC Topic 740, Income Taxes ("ASC Topic 740"). Under this method, income taxes (i.e., deferred tax assets, deferred tax liabilities, taxes currently payable/refunds receivable and tax expense) are recorded based on amounts refundable or payable in the current fiscal year and include the results of any differences between U.S. GAAP and tax reporting. Deferred income taxes reflect the tax effect of net operating loss, capital loss and general business credit carry forwards and the net tax effects of temporary differences between the carrying amount of assets and liabilities for financial statements and income tax purposes, as determined under enacted tax laws and rates. Valuation allowances are established when management determines that it is more likely than not that some portion or the entire deferred tax asset will not be realized. The financial effect of changes in tax laws or rates is accounted for in the period of enactment.

From time to time, the Company engages in transactions in which the tax consequences may be subject to uncertainty. Significant judgment is required in assessing and estimating the tax consequences of these transactions. The Company prepares and files tax returns based on its interpretation of tax laws and regulations. In the normal course of business, the Company's tax returns are subject to examination by various taxing authorities. Such examinations may result in future tax and interest assessments by these taxing authorities. In determining the Company's tax provision for financial reporting purposes, the Company establishes a reserve for uncertain tax positions unless such positions are determined to be more likely than not of being sustained upon examination based on their technical merits. There is considerable judgment involved in determining whether positions taken on the Company's tax returns are more likely than not of being sustained.

**New Accounting Pronouncements**

During the first quarter of fiscal 2013, the Company adopted ASU 2011-05, Presentation of Comprehensive Income. ASU 2011-05 requires entities to present items of net income and other comprehensive income either in one continuous statement, referred to as the statement of comprehensive income, or in two separate, but consecutive, statements of operations and other comprehensive income. The Company simultaneously adopted ASU 2011-12, Deferral of the Effective Date for Amendments to the Presentation of Reclassifications of Items Out of Accumulated Other Comprehensive Income in Accounting Standards Update No. 2011-05. ASU 2011-12 defers the requirement to present components of reclassifications of comprehensive income on the statement of comprehensive income, with all other requirements of ASU 2011-05 unaffected. The adoption of these standard updates did not have a significant impact on the Company's financial statements, other than presentation.

During the first quarter of fiscal 2013, the Company adopted ASU 2011-08, Testing Goodwill for Impairment. ASU 2011-08 provides entities with an option to perform a qualitative assessment to determine whether further impairment testing is necessary. The adoption of this standard update did not have an impact on the Company's financial statements.

During the first quarter of fiscal 2013, the Company adopted ASU 2012-02, Intangibles-Goodwill and Other (Topic 350): Testing Indefinite-Lived Intangible Assets for Impairment, which provides entities with an option to

**Warner Music Group Corp.**  
**Notes to Consolidated Audited Financial Statements—(Continued)**

perform a qualitative assessment to determine whether it is more likely than not that the indefinite-lived intangible asset is impaired. The adoption of this standard update did not have an impact on the Company's financial statements.

During the fourth quarter of fiscal 2013, the Company adopted ASU 2013-09, Fair Value Measurement (Topic 820): Deferral of the Effective Date of Certain Disclosures for Nonpublic Employee Benefit Plans in Update No. 2011-04, which was effective upon issuance for financial statements that have not been issued. This ASU allows an indefinite deferral of a previously expiring piece of guidance, which means that the Company can continue to use the intrinsic value method for its share-based compensation plan indefinitely. The adoption of this standard update did not have an impact on the Company's financial statements.

In December 2011, the FASB issued ASU 2011-11, Disclosures about Offsetting Assets and Liabilities. In January 2013, the FASB issued ASU 2013-01, Clarifying the Scope of Disclosures about Offsetting Assets and Liabilities, to clarify which financial assets and financial liabilities are included within the scope of ASU 2011-11. These ASUs require additional quantitative and qualitative disclosures over financial instruments and derivative instruments that are offset on the balance sheet or subject to master netting arrangements. Both ASUs are effective for annual and interim reporting periods for fiscal years beginning on or after January 1, 2013. The adoption of these standards is not expected to have a significant impact on the Company's financial statements, other than presentation.

In February 2013, the FASB issued ASU 2013-02, Reporting of Amounts Reclassified Out of Accumulated Other Comprehensive Income. This ASU requires entities to disclose, in one place, information about the amounts reclassified out of accumulated other comprehensive income by component. ASU 2013-02 is effective for annual and interim reporting periods for fiscal years beginning after December 15, 2012. The adoption of this standard is not expected to have a significant impact on the Company's financial statements, other than disclosure.

In July 2013, the FASB issued ASU 2013-11, Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists. This ASU attempts to eliminate diversity in practice by requiring an unrecognized tax benefit, or a portion of an unrecognized tax benefit, to be presented in the financial statements as a reduction to a deferred tax asset for a net operating loss carryforward, a similar tax loss, or a tax credit carryforward. ASU 2013-11 is effective for annual and interim reporting periods for fiscal years beginning after December 15, 2013. The adoption of this standard is not expected to have a significant impact on the Company's financial statements, other than presentation.

#### **4. Acquisition of Parlophone Label Group**

On February 6, 2013, the Company signed a definitive agreement to acquire 100% of the shares of the Parlophone Label Group from Universal Music Group, a division of Vivendi, for £487 million, subject to a closing working capital adjustment, in an all-cash transaction (the "Acquisition") pursuant to a Share Sale and Purchase Agreement (the "PLG Agreement") by and among Warner Music Holdings Limited, an English company and wholly-owned subsidiary of the Company ("WM Holdings UK"), certain related entities identified in the PLG Agreement (such entities, together with WM Holdings UK, the "Buyers"), Acquisition Corp., as Buyers' Guarantor, and EGH1 BV, a Dutch company, EMI Group Holdings BV, a Dutch company, and Delta Holdings BV, a Dutch company, as Sellers (as defined therein) (collectively, the "PLG Sellers"), and Universal International Music BV, a Dutch company, as Sellers' Guarantor (as defined therein), pursuant to which the PLG Sellers agreed to sell, and the Buyers agreed to buy, the outstanding shares of capital stock of PLG Holdco Limited, an English company ("PLG Holdco") and certain related entities identified in the PLG Agreement (such entities, together with PLG Holdco, "PLG").

**Warner Music Group Corp.**  
**Notes to Consolidated Audited Financial Statements—(Continued)**

On June 28, 2013, the parties to the PLG Agreement entered into a Deed of Variation, resulting in an Amended and Restated Share Sale and Purchase Agreement (the “PLG Amended Agreement”). The PLG Amended Agreement provides for, among other amendments, a revision to the definition of “Aggregate Payments” to increase this amount from the consideration paid for the outstanding shares of capital stock in PLG Holdco and certain related entities identified in the PLG Amended Agreement to an amount that reflects the entire purchase price. The adjustment to this definition results in a greater potential cap on liability for the PLG Sellers in connection with certain claims that may be brought under the PLG Amended Agreement. On July 1, 2013, the Company completed the Acquisition.

In connection with the Acquisition, the Company incurred \$38 million in professional fees and integration costs, as well as an \$11 million fee under the Management Agreement (defined below) during the fiscal year ended September 30, 2013.

The Acquisition was accounted for in accordance with ASC 805, using the acquisition method of accounting. The assets and liabilities of the Company, including identifiable intangible assets, have been measured at their fair value primarily using Level 3 inputs (see Note 19 for additional information on fair value inputs). Determining the fair value of the assets acquired and liabilities assumed requires judgment and involved the use of significant estimates and assumptions, including assumptions with respect to future cash inflows and outflows, discount rates, asset useful lives and market multiples, among other items. The use of different estimates and judgments could yield materially different results.

The table below presents (i) the preliminary estimate of the Acquisition consideration as it relates to the acquisition of PLG by the Buyers and (ii) the preliminary allocation of the purchase price to the estimated fair values of the assets acquired and liabilities assumed on the closing date of July 1, 2013 (in millions):

Purchase Price	£ 487
Preliminary Working Capital Adjustment	13
Adjusted Purchase Price	£ 500
Foreign Exchange Rate at July 1, 2013	1.53
Adjusted Purchase Price in U.S. dollars	<u>\$ 765</u>
Fair Value of assets acquired and liabilities assumed:	
Cash	46
Accounts receivable	80
Other current assets	8
Property, plant and equipment	39
Intangible assets	764
Accounts payable	(83)
Royalties payable	(147)
Other current liabilities	(21)
Deferred revenue	(25)
Deferred tax liabilities	(139)
Other noncurrent liabilities	<u>(20)</u>
Fair value of net assets acquired	502
Goodwill recorded	<u>263</u>
Total purchase price allocated	<u>\$ 765</u>

The excess of the purchase price, over the fair value of net assets acquired, including the amount assigned to identifiable intangible assets and deferred tax adjustments, has been recorded to goodwill. The goodwill recorded

**Warner Music Group Corp.**  
**Notes to Consolidated Audited Financial Statements—(Continued)**

as part of the Acquisition reflects the expected value to be generated from the continuing transition of the music industry and the expected resulting cost savings; cost and revenue synergies to be realized; as well as any intangible assets that do not qualify for separate recognition. The resulting goodwill has been allocated to our Recorded Music reportable segment. The Company does not expect the goodwill recognized to be deductible for income tax purposes. Any impairment charges made in future periods associated with goodwill will not be tax deductible.

The final allocation of the purchase price is pending determination of the final consideration, including the determination of the final working capital adjustment pursuant to the mechanism set forth in the PLG Agreement.

The components of the intangible assets identified in the table above and the related useful lives, allocated to the Company's Recorded Music reportable segment, are as follows:

	<u>Value</u> <u>(in millions)</u>	<u>Useful Life</u>
Trademark and trade name	\$ 17	Indefinite
Catalog	442	13 years
Artist contracts	305	10 years

**Pro Forma Financial Information (unaudited)**

The following unaudited pro forma information has been presented as if the Acquisition occurred on October 1, 2011. This information is based on historical results of operations, adjusted to give effect to pro forma events that are (i) directly attributable to the Acquisition; (ii) factually supportable; and (iii) expected to have a continuing impact on the Company's combined results. Additionally, certain pro forma adjustments have been made to the historical results of PLG in order to (i) convert them to U.S. GAAP; (ii) conform their accounting policies to those applied by the Company; (iii) present them in U.S. dollars; and (iv) align accounting periods. The unaudited pro forma results do not reflect the realization of any cost savings as a result of restructuring activities and other cost savings initiatives planned subsequent to the Acquisition or the related estimated restructuring charges contemplated in association with any such expected cost savings. Such charges will be expensed in the appropriate accounting periods. The pro forma information as presented below is for informational purposes only and is not indicative of the results of operations that would have been achieved if the Acquisition had taken place at the beginning of fiscal 2012.

	<u>September 30,</u> <u>2013</u>	<u>September 30,</u> <u>2012</u>
	(in millions)	
Revenue	\$ 3,131	\$ 3,130
Operating income (loss)	135	(392)
Net loss attributable to Warner Music Group Corp.	(154)	(609)

Actual results related to PLG included in the Consolidated Statements of Operations for the fiscal year ended September 30, 2013 relate to the transition period from July 1, 2013 to September 30, 2013 and consist of revenues of \$59 million and operating loss of \$32 million.

**5. Merger**

As further described in Note 1, as a result of the Merger, effective as of July 20, 2011, the Company was acquired by Parent. Merger transaction costs of approximately \$53 million were expensed as follows: \$10 million and \$43 million from July 20, 2011 to September 30, 2011 (Successor) and from October 1, 2010 to July 19, 2011 (Predecessor), respectively.

**Warner Music Group Corp.**  
**Notes to Consolidated Audited Financial Statements—(Continued)**

The Merger was accounted for in accordance with ASC 805, using the acquisition method of accounting. The assets and liabilities of the Company, including identifiable intangible assets, have been measured at their fair value primarily using Level 3 inputs (see Note 19 for additional information on fair value inputs). Determining the fair value of the assets acquired and liabilities assumed requires judgment and involves the use of significant estimates and assumptions, including assumptions with respect to future cash inflows and outflows, discount rates, asset lives and market multiples, among other items. The use of different estimates and judgments could yield materially different results.

The table below presents the consideration transferred and the fair value of the assets acquired and liabilities assumed as a result of the Merger (in millions).

Cash paid to acquire outstanding WMG shares	\$ 1,228
Cash paid to settle equity awards	50
Total cash consideration	1,278
Less: Cash paid by WMG	(179)
Net Investment	1,099
WMG shares previously held by Parent	30
Total consideration	<u>\$ 1,129</u>
Fair Value of assets acquired and liabilities assumed:	
Cash	\$ 140
Accounts receivable	331
Inventory	28
Artist advances	341
Property, plant and equipment	182
Intangible assets	2,879
Other assets	117
Current liabilities	(1,544)
Deferred income tax liabilities	(363)
Deferred revenue	(115)
Other noncurrent liabilities	(173)
Debt	(2,049)
Noncontrolling interests	(17)
Fair value of net liabilities assumed	(243)
Goodwill recorded	<u>1,372</u>
Total consideration allocated	<u>\$ 1,129</u>

Goodwill is calculated as the excess of the consideration paid over the net liabilities assumed. The goodwill recorded as part of the Merger primarily reflects the expected value to be generated from the continued transition of the music industry and the expected resulting cost savings, as well as any intangible assets that do not qualify for separate recognition. Goodwill has been allocated to reportable segments as follows: Recorded Music \$908 million and Music Publishing \$464 million.

**Warner Music Group Corp.**  
**Notes to Consolidated Audited Financial Statements—(Continued)**

The components of the intangible assets identified in the table above and the related useful lives, allocated to the Company's reportable segments, are as follows:

	<u>Value</u> (in millions)	<u>Useful Life</u>
<b>Recorded Music</b>		
Trademarks and trade names	\$ 51	Indefinite
Trademarks and trade names	7	7 years
Catalog	560	5-11 years
Artist contracts	520	8-12 years
<b>Music Publishing</b>		
Trademarks/trade names	\$ 51	Indefinite
Copyrights	1,530	28 years
Songwriter contracts	160	29 years

**6. Property, Plant and Equipment**

Property, plant and equipment consist of the following:

	<u>Successor September 30, 2013</u>	<u>Successor September 30, 2012</u>
	(in millions)	
Land	\$ 16	\$ 9
Buildings and improvements	81	47
Furniture and fixtures	13	12
Computer hardware and software	155	134
Construction in progress	14	1
Machinery and equipment	9	9
	<u>288</u>	<u>212</u>
Less accumulated depreciation	<u>(108)</u>	<u>(60)</u>
	<u>\$ 180</u>	<u>\$ 152</u>

**7. Goodwill and Intangible Assets**

**Goodwill**

The following analysis details the changes in goodwill for each reportable segment:

	<u>Recorded Music</u>	<u>Music Publishing</u> (in millions)	<u>Total</u>
Balance at September 30, 2011 (Successor)	\$ 908	\$ 464	\$ 1,372
Acquisitions	—	—	—
Dispositions	—	—	—
Other adjustments	8	—	8
Balance at September 30, 2012 (Successor)	<u>916</u>	<u>464</u>	<u>1,380</u>
Acquisitions	274	—	274
Dispositions	—	—	—
Other adjustments	14	—	14
Balance at September 30, 2013 (Successor)	<u>\$1,204</u>	<u>\$ 464</u>	<u>\$1,668</u>

**Warner Music Group Corp.**  
**Notes to Consolidated Audited Financial Statements—(Continued)**

The increase in goodwill during the fiscal year ended September 30, 2013 primarily includes \$263 million related to the Acquisition and additional goodwill related to other Recorded Music transactions. The other adjustments during the fiscal year ended September 30, 2013 primarily represent foreign currency movements.

The Company performs its annual goodwill impairment test in accordance with ASC 350 during the fourth quarter of each fiscal year. The Company may conduct an earlier review if events or circumstances occur that would suggest the carrying value of the Company's goodwill may not be recoverable. The performance of the fiscal 2013 impairment analysis did not result in an impairment of the Company's goodwill.

**Other Intangible Assets**

Other intangible assets consist of the following:

	<u>Weighted Average Useful Life</u>	<u>Successor September 30, 2013</u>	<u>Successor September 30, 2012</u>
(in millions)			
<b>Intangible assets subject to amortization:</b>			
Recorded music catalog	11 years	\$ 1,006	\$ 547
Music publishing copyrights	28 years	1,546	1,508
Artist and songwriter contracts	13 years	983	667
Trademarks	7 years	<u>7</u>	<u>7</u>
		3,542	2,729
Accumulated amortization		<u>(435)</u>	<u>(230)</u>
Total net intangible assets subject to amortization		3,107	2,499
<b>Intangible assets not subject to amortization:</b>			
Trademarks and tradenames	Indefinite	<u>120</u>	<u>102</u>
Total net other intangible assets		<u>\$ 3,227</u>	<u>\$ 2,601</u>

**Amortization**

Based on the amount of intangible assets subject to amortization at September 30, 2013, the expected amortization for each of the next five fiscal years and thereafter are as follows:

	<u>Fiscal Years Ending September 30,</u>
(in millions)	
2014	\$ 260
2015	260
2016	250
2017	210
2018	210
Thereafter	1,917
	<u>\$ 3,107</u>

The life of all acquired intangible assets is evaluated based on the expected future cash flows associated with the asset. The expected amortization expense above reflects estimated useful lives assigned to the Company's identifiable, finite-lived intangible assets established in the accounting for the Merger and the Acquisition.

**Warner Music Group Corp.**  
**Notes to Consolidated Audited Financial Statements—(Continued)**

**8. Other Noncurrent Liabilities**

Other noncurrent liabilities consist of the following:

	Successor September 30, 2013	(in millions)	Successor September 30, 2012
Unfavorable and other contractual obligations	\$ 64		\$ 59
Accrued compensation and benefits	67		48
Capital lease	20		—
Deferred income	9		4
Other	56		36
	<u>\$ 216</u>		<u>\$ 147</u>

**9. Debt**

**Debt Capitalization**

Long-term debt, including the current portion, consists of the following (in millions):

	Successor September 30, 2013	(in millions)	Successor September 30, 2012
Old Revolving Credit Facility (a)	\$ —		\$ —
Revolving Credit Facility (b)	—		—
Term Loan Facility due 2020—Acquisition Corp. (c)	1,303		—
9.5% Senior Secured Notes due 2016—Acquisition Corp. (d)	—		1,151
9.5% Senior Secured Notes due 2016—Acquisition Corp. (e)	—		156
6.00% Senior Secured Notes due 2021—Acquisition Corp.	450		—
6.25% Senior Secured Notes due 2021—Acquisition Corp. (f)	213		—
11.5% Senior Notes due 2018—Acquisition Corp. (g)	751		749
13.75% Senior Notes due 2019—Holdings	150		150
Total debt	\$ 2,867		\$ 2,206
Less: current portion	13		—
Total long-term debt	<u>\$ 2,854</u>		<u>\$ 2,206</u>

- (a) Reflects \$60 million of commitments under the Old Revolving Credit Facility, less letters of credit outstanding of approximately \$1 million at September 30, 2012 (Successor). There were no loans outstanding under the Old Revolving Credit Facility as of September 30, 2012 (Successor). The Old Revolving Credit Facility was retired in connection with the 2012 Refinancing (as described below) and replaced with the Revolving Credit Facility.
- (b) Reflects \$150 million of commitments under the Revolving Credit Facility, less letters of credit outstanding of approximately \$1 million at September 30, 2013 (Successor). There were no loans outstanding under the Revolving Credit Facility as of September 30, 2013 (Successor).
- (c) Principal amount of \$1.310 billion less unamortized discount of \$7 million. Of this amount, \$13 million, representing the scheduled amortization of the Term Loan, was included in the current portion of long term debt at September 30, 2013 (Successor).

**Warner Music Group Corp.**

**Notes to Consolidated Audited Financial Statements—(Continued)**

- (d) face amount of \$1.1 billion plus unamortized premiums of \$51 million at September 30, 2012 (Successor). All outstanding amounts were repaid in full as part of the 2012 Refinancing.
- (e) face amount of \$150 million plus unamortized premiums of \$6 million at September 30, 2012 (Successor). All outstanding amounts were repaid in full as part of the 2012 Refinancing.
- (f) face amount of €158 million. Amount above represents the dollar equivalent of such notes at September 30, 2013 (Successor).
- (g) face amount of \$765 million less unamortized discounts of \$14 million and \$16 million at September 30, 2013 (Successor) and September 30, 2012 (Successor), respectively.

**2012 Debt Refinancing**

On November 1, 2012, the Company completed a refinancing (the “2012 Refinancing”) of its then outstanding senior secured notes due 2016. In connection with the 2012 Refinancing, the Company issued new senior secured notes consisting of \$500 million aggregate principal amount of Senior Secured Notes due 2021 and €175 million aggregate principal amount of Senior Secured Notes due 2021 (the “New Secured Notes”) and entered into new senior secured credit facilities consisting of a \$600 million term loan facility (the “Term Loan Facility”) and a \$150 million revolving credit facility (the “Revolving Credit Facility” and, together with Term Loan Facility, the “New Senior Credit Facilities”). Acquisition Corp. is the borrower under the Revolving Credit Facility (the “Revolving Borrower”) and under the Term Loan Facility (the “Term Loan Borrower”). The proceeds from the 2012 Refinancing, together with \$101 million of the Company’s available cash, were used to pay the total consideration due in connection with the tender offers for all of the Company’s previously outstanding \$1.250 billion 9.50% senior secured notes due 2016 (the “Old Secured Notes”) as well as associated fees and expenses and to redeem all of the remaining notes not tendered in the tender offers. The Company also retired its existing \$60 million revolving credit facility (the “Old Revolving Credit Facility”) in connection with the 2012 Refinancing, replacing it with the Revolving Credit Facility. The Company also borrowed \$31 million under the Revolving Credit Facility as part of the 2012 Refinancing, which loans were repaid in full on December 3, 2012.

In connection with the 2012 Refinancing, the Company made a redemption payment of \$1.377 billion, which included the repayment of the Company’s previously outstanding \$1.250 billion Old Secured Notes, tender/call premiums of \$93 million and consent fees of approximately \$34 million. The Company also paid approximately \$45 million in accrued interest through the closing date.

The Company recorded a loss on extinguishment of debt of approximately \$83 million in connection with the 2012 Refinancing in the fiscal year ended September 30, 2013, which represents the difference between the redemption payment and the carrying value of the debt at the refinancing date, which included the principal value of \$1.250 billion, plus unamortized premiums of \$55 million, less unamortized debt issuance costs of \$11 million related to the Old Secured Notes.

**Modification of Term Loan Facility and Drawdown of Incremental Term Loan Facility**

On May 9, 2013, Acquisition Corp. prepaid \$102.5 million in aggregate principal amount of term loans under the Term Loan Facility (the “Term Loan Repayment”). Also on May 9, 2013, Acquisition Corp. entered into an amendment to the Term Loan Facility among Acquisition Corp, Holdings, the subsidiaries of Acquisition Corp. party thereto, Credit Suisse AG, as administrative agent, and the other financial institutions and lenders from time to time party thereto (the “Term Loan Credit Agreement Amendment”), providing for a \$820 million delayed draw senior secured term loan facility (the “Incremental Term Loan Facility”). On July 1, 2013, Acquisition Corp. drew down the \$820 million Incremental Term Loan Facility to fund the acquisition of PLG, pay fees, costs and expenses related to the acquisition and for general corporate purposes of Acquisition Corp. and its subsidiaries.

**Warner Music Group Corp.**  
**Notes to Consolidated Audited Financial Statements—(Continued)**

As part of the amendment to the Term Loan Facility, the interest rate, maturity date, and scheduled amortization were changed.

The loans under the Term Loan Credit Agreement Amendment bear interest at Term Loan Borrower's election at a rate equal to (i) the Term Loan LIBOR Rate plus 2.75% per annum or (ii) the Term Loan Base Rate plus 1.75% per annum. The Term Loan LIBOR Rate shall be deemed to be not less than 1.00%. If there is a payment default at any time, then the interest rate applicable to overdue principal and interest will be the rate otherwise applicable to such loan plus 2.0% per annum. Default interest will also be payable on other overdue amounts at a rate of 2.0% per annum above the amount that would apply to an alternative base rate loan.

The Term Loans under the amended Term Loan Facility will amortize in equal quarterly installments in aggregate annual amounts equal to 1.00% of the original principal amount of the amended Term Loan Facility with the balance payable on maturity date of the Term Loans. The next quarterly installment will be due December 31, 2013. The amended Term Loan Facility matures on July 1, 2020, with a springing maturity date on July 2, 2018 in the event that more than \$153 million aggregate principal amount of the 11.50% Senior Notes of Acquisition Corp. due October 1, 2018 are outstanding on June 28, 2018 unless, on June 28, 2018, the senior secured indebtedness to EBITDA ratio of Acquisition Corp. is less than or equal to 3.50 to 1.00.

**Debt Redemptions**

On June 21, 2013, Acquisition Corp. redeemed 10% of its Senior Secured Notes due 2021, representing repayment of \$50 million in aggregate principal amount of its outstanding 6.000% Senior Secured Notes due 2021 and €17.5 million in aggregate principal amount of its outstanding 6.250% Senior Secured Notes due 2021. The Company recorded a loss on extinguishment of debt of approximately \$2 million in the fiscal year ended September 30, 2013, which represents the premium paid on early redemption.

**Interest Rates**

The loans under the Revolving Credit Facility bear interest at Revolving Borrower's election at a rate equal to (i) Revolving LIBOR Rate plus 2.00% per annum, or (ii) the Revolving Base Rate plus 1.00% per annum. If there is a payment default at any time, then the interest rate applicable to overdue principal will be the rate otherwise applicable to such loan plus 2.0% per annum. Default interest will also be payable on other overdue amounts at a rate of 2.0% per annum above the amount that would apply to an alternative base rate loan. The Revolving Credit Facility bears a facility fee equal to 0.50%, payable quarterly in arrears, based on the daily commitments during the preceding quarter. The Revolving Credit Facility bears customary letter of credit fees. Acquisition Corp. is also required to pay certain upfront fees to lenders and agency fees to the agent under the Revolving Credit Facility, in the amounts and at the times agreed between the relevant parties.

**Maturity of Revolving Credit Facility**

The Revolving Credit Facility matures on November 1, 2017.

**Maturities of Senior Notes**

As of September 30, 2013 (Successor), there are no scheduled maturities of notes until 2018, when \$765 million is scheduled to mature. Thereafter, \$813 million is scheduled to mature.

**Warner Music Group Corp.**  
**Notes to Consolidated Audited Financial Statements—(Continued)**

**Interest Expense, net**

Total interest expense, net was \$203 million, \$225 million, \$62 million and \$151 million for the fiscal year ended September 30, 2013 (Successor), for the fiscal year ended September 30, 2012 (Successor), for the period from July 20, 2011 to September 30, 2011 (Successor) and for the period from October 1, 2010 to July 19, 2011 (Predecessor). The weighted-average interest rate of the Company's total debt was 6.9% at September 30, 2013 (Successor) and 10.5% at September 30, 2012 (Successor).

**10. Income Taxes**

The domestic and foreign pretax (loss) income from continuing operations is as follows:

	Successor			Predecessor
	Fiscal Year Ended September 30, 2013	Fiscal Year Ended September 30, 2012	From July 20, 2011 through September 30, 2011	From October 1, 2010 through July 19, 2011
	(in millions)			
Domestic	\$ (73)	\$ (84)	\$ (24)	\$ (129)
Foreign	(152)	(24)	(4)	(19)
<b>Total</b>	<b>\$ (225)</b>	<b>\$ (108)</b>	<b>\$ (28)</b>	<b>\$ (148)</b>

Current and deferred income taxes (tax benefits) provided are as follows:

	Successor			Predecessor
	Fiscal Year Ended September 30, 2013	Fiscal Year Ended September 30, 2012	From July 20, 2011 through September 30, 2011	From October 1, 2010 through July 19, 2011
	(in millions)			
Federal:				
Current	\$ —	\$ —	\$ —	\$ —
Deferred	(6)	(8)	1	(5)
Foreign :				
Current (a)	25	24	5	40
Deferred	(54)	(18)	(3)	(10)
U.S. State:				
Current	13	3	—	2
Deferred	(9)	—	—	—
<b>Total</b>	<b>\$ (31)</b>	<b>\$ 1</b>	<b>\$ 3</b>	<b>\$ 27</b>

**Warner Music Group Corp.**  
**Notes to Consolidated Audited Financial Statements—(Continued)**

- (a) Includes cash withholding taxes of \$9 million, \$8 million, \$3 million and \$9 million for the fiscal year ended September 30, 2013 (Successor), for the fiscal year ended September 30, 2012 (Successor), for the period from July 20, 2011 to September 30, 2011 (Successor), for the period from October 1, 2010 to July 19, 2011 (Predecessor), respectively.

The differences between the U.S. federal statutory income tax rate of 35% and income taxes provided are as follows:

	Successor			Predecessor
	Fiscal Year Ended September 30, 2013	Fiscal Year Ended September 30, 2012	From July 20, 2011 through September 30, 2011 (in millions)	From October 1, 2010 through July 19, 2011
Taxes on income at the U.S. federal statutory rate	\$ (79)	\$ (37)	\$ (10)	\$ (52)
U.S. state and local taxes	4	3	—	2
Foreign income taxed at different rates, including withholding taxes	15	13	3	18
Increase in valuation allowance	36	28	6	55
Release of valuation allowance	(1)	(1)	—	(11)
Change in tax rates	(20)	(6)	—	—
Nondeductible transaction costs	13	—	4	13
Other	1	1	—	2
<b>Total income tax (benefit) expense</b>	<b>\$ (31)</b>	<b>\$ 1</b>	<b>\$ 3</b>	<b>\$ 27</b>

For the fiscal year ended September 30, 2013 (Successor) and for the fiscal year ended September 30, 2012 (Successor), the Company incurred losses in the U.S. and certain foreign territories and has offset the tax benefit associated with these losses with a valuation allowance as the Company has determined that it is more likely than not that these losses will not be utilized. The balance of the U.S. tax attributes remaining at September 30, 2013 continues to be offset by a full valuation allowance as the Company has determined that it is more likely than not that these attributes will not be realized. Significant components of the Company's net deferred tax assets/(liabilities) are summarized below:

	Successor September 30, 2013	Successor September 30, 2012
	(in millions)	
<b>Deferred tax assets:</b>		
Allowances and reserves	\$ 44	\$ 39
Employee benefits and compensation	39	38
Other accruals	59	48
Long-term debt	—	42
Tax attribute carry forwards	518	418
Other	1	1
<b>Total deferred tax assets</b>	<b>661</b>	<b>586</b>
Valuation allowance	(296)	(244)
<b>Net deferred tax assets</b>	<b>365</b>	<b>342</b>
<b>Deferred tax liabilities:</b>		
Depreciation, amortization and artist advances	(12)	(16)
Intangible assets	(749)	(650)
<b>Total deferred tax liabilities</b>	<b>(761)</b>	<b>(666)</b>
<b>Net deferred tax liabilities</b>	<b>\$ (396)</b>	<b>\$ (324)</b>

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**Notes to Consolidated Audited Financial Statements—(Continued)**

At September 30, 2013 (Successor), the Company has U.S. federal tax net operating loss carry-forwards of \$632 million, which will begin to expire in fiscal year 2024. Tax net operating loss carry forwards in state, local and foreign jurisdictions expire in various periods. In addition, the Company has foreign tax credit carry-forwards for U.S. tax purposes of \$163 million, which will begin to expire in 2014.

U.S. income and foreign withholding taxes have not been recorded on indefinitely reinvested earnings of certain foreign subsidiaries of approximately \$116 million at September 30, 2013 (Successor). As such, no deferred income taxes have been provided for these undistributed earnings. Should these earnings be distributed, foreign tax credits and net operating losses may be available to reduce the additional federal income tax that would be payable. However, availability of these foreign tax credits is subject to limitations which make it impracticable to estimate the amount of the ultimate tax liability, if any, on these accumulated foreign earnings.

The Company classifies interest and penalties related to uncertain tax positions as a component of income tax expense. As of September 30, 2013 (Successor) and September 30, 2012 (Successor), the Company had accrued \$6 million and \$3 million of interest and penalties, respectively.

A reconciliation of the beginning and ending amount of unrecognized tax benefits are as follows (in millions):

Balance at September 30, 2010 (Predecessor)	\$ 10
Additions for current year tax positions	1
Additions for prior year tax positions	18
Subtractions for prior year tax positions	(18)
Balance at July 19, 2011 (Predecessor)	<u>\$ 11</u>
Unrecognized tax benefits assigned in purchase price accounting	\$ 11
Additions for current year tax positions	—
Additions for prior year tax positions	—
Balance at September 30, 2011 (Successor)	<u>\$ 11</u>
Additions for current year tax positions	4
Additions for prior year tax positions	—
Subtractions for prior year tax positions	(1)
Balance at September 30, 2012 (Successor)	<u>\$ 14</u>
Additions for current year tax positions	5
Additions for prior year tax positions	11
Subtractions for prior year tax positions	—
Balance at September 30, 2013 (Successor)	<u>\$ 30</u>

Included in the total unrecognized tax benefits at September 30, 2013 (Successor) and 2012 (Successor) are \$30 million and \$14 million, respectively, that if recognized, would favorably affect the effective income tax rate. The amount of the reserve for uncertain tax positions will change in the next twelve months due to uncertain resolution of various income tax matters. An estimate of the range of the possible charge cannot be made until these tax matters are further developed or resolved.

The Company and its subsidiaries file income tax returns in the U.S. and various foreign jurisdictions. The Company has completed tax audits in the U.S. and the U.K. for the tax years ending through September 30, 2008,

**Warner Music Group Corp.**  
**Notes to Consolidated Audited Financial Statements—(Continued)**

and in Japan for the tax years ending through September 30, 2007. The Company is at various stages in the tax audit process in certain foreign and local jurisdictions.

### 11. Employee Benefit Plans

Certain international employees, such as those in Germany and Japan, participate in locally sponsored defined benefit plans, which are not considered to be material either individually or in the aggregate and have a combined projected benefit obligation of approximately \$63 million and \$65 million as of September 30, 2013 (Successor) and 2012 (Successor), respectively. Pension benefits under the plans are based on formulas that reflect the employees' years of service and compensation levels during their employment period. The Company had unfunded pension liabilities relating to these plans of approximately \$43 million and \$46 million recorded in its balance sheets as of September 30, 2013 and 2012, respectively. The Company uses a September 30 measurement date for its plans. For the fiscal year ended September 30, 2013 (Successor), for the fiscal year ended September 30, 2012 (Successor), for the period from July 20, 2011 through September 30, 2011 (Successor) and for the period from October 1, 2010 through July 19, 2011 (Predecessor), pension expense amounted to \$4 million, \$4 million, \$1 million, and \$3 million, respectively.

Certain employees also participate in defined contribution plans. The Company's contributions to the defined contribution plans are based upon a percentage of the employees' elected contributions. The Company's defined contribution plan expense amounted to approximately \$4 million for the fiscal year ended September 30, 2013 (Successor), \$4 million for the fiscal year ended September 30, 2012 (Successor), \$1 million for the period from July 20, 2011 through September 30, 2011 (Successor) and \$3 million for the period from October 1, 2010 through July 19, 2011 (Predecessor).

### 12. Restructuring

In conjunction with the Acquisition, the Company undertook a plan to achieve cost savings (the "Restructuring Plan"), primarily through headcount reductions. The Restructuring Plan was approved by the CEO prior to the close of the Acquisition. Under the Restructuring Plan, the Company currently expects to record an aggregate of approximately \$85 million in restructuring charges, currently estimated to be made up of employee-related costs of \$61 million, real estate costs of \$18 million and other costs of \$6 million. Total restructuring costs of \$22 million have been incurred in the fiscal year ended September 30, 2013 with respect to these actions, which consist entirely of employee-related costs. The remainder of the Restructuring Plan is expected to be completed by the end of fiscal 2015.

Total restructuring activity is as follows:

	Employee- related Costs	Real Estate Costs	Other	Total
	(in millions)			
<b>Balance at September 30, 2012 (Successor)</b>	\$ —	\$ —	\$ —	\$ —
Restructuring expense	22	—	—	22
Cash Payments	(12)	—	—	(12)
<b>Balance at September 30, 2013 (Successor)</b>	<u>\$ 10</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 10</u>

The restructuring accrual, which totaled \$10 million at September 30, 2013, is recorded in other current liabilities on the consolidated balance sheet. These balances reflect estimated future cash outlays.

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**Notes to Consolidated Audited Financial Statements—(Continued)**

A summary of the charges in the consolidated statement of operations resulting from the Restructuring Plan is shown below:

	<u>Successor</u> <u>Fiscal Year Ended</u> <u>September 30, 2013</u> <u>(in millions)</u>
Selling, general and administrative expense	\$ 22
<b>Total restructuring expense</b>	<b>\$ 22</b>

All of the above expenses were recorded in the Recorded Music reportable segment.

### 13. Share-Based Compensation Plans

Effective January 1, 2013, eligible individuals were invited to participate in the Senior Management Free Cash Flow Plan (the “Plan”). Eligible individuals include any employee, consultant or officer of the Company or any of its affiliates, who is selected by the Company’s Compensation Committee to participate in the Plan. Under the Plan, participants are allocated a specific portion of the Company’s free cash flow to use to purchase the equivalent of Company stock through the acquisition of deferred equity units. Participants also receive a grant of profit interests in a purposely established LLC holding company (the “LLC”) that represent an economic entitlement to future appreciation over an equivalent number of shares of Company stock (“matching units”). The Company’s Board of Directors authorized the issuance of up to 82.1918 shares of the Company’s common stock pursuant to the Plan, 41.0959 in respect of deferred equity units and 41.0959 in respect of matching units. The LLC currently owns 55 issued and outstanding shares. Each deferred equity unit is equivalent to 1/10,000 of a share of Company stock. The Company will allocate units to active participants each Plan year at the time that annual free cash flow bonuses for such Plan year are determined and may grant unallocated units under the Plan to certain members of current or future management. At the time that annual free cash flow bonuses for such Plan year are determined, a participant shall be credited a number of deferred equity units based on their respective allocation divided by \$107.13 (the grant date intrinsic value) and an equal number of the related matching units will be allocated. The redemption price of the deferred equity units will equal the fair market value of a fractional share of the Company’s stock on the date of the settlement and the redemption price for the matching units will equal the excess, if any, of the then fair market value of one Company fractional share over the grant date intrinsic value of one fractional share.

The Company accounts for share-based payments as required by ASC 718. ASC 718 requires all share-based payments to employees to be recognized as compensation expense. Under the recognition provision of ASC 718, liability classified share-based compensation costs are measured each reporting date until settlement. The Company’s policy is to measure share-based compensation costs using the intrinsic value method instead of fair value as it is not practical to estimate the volatility of its share price.

For accounting purposes, the grant date was established at the point the Company and the participant reached a mutual understanding of the key terms and conditions, in this case the date at which the participant accepted the invitation to participate in the Plan. For accounting purposes, deferred equity units are deemed to generally vest between one and seven years and matching equity units granted under the Plan are deemed to vest two years after the allocation to the participant’s account. All deferred and matching equity units will be settled in three installments in December 2018, 2019, and 2020. The deferred units will be settled at the participant’s election for cash equal to the fair market value or one fractional company share. The matching units will be settled for cash equal to the redemption price. In December 2020, all outstanding units become mandatorily redeemable at the then redemption price. Due to this mandatory redemption clause, the Company has classified the awards under the Plan as liability awards. Dividend distributions, if any, are also paid out on vested deferred equity units and are

**Warner Music Group Corp.**  
**Notes to Consolidated Audited Financial Statements—(Continued)**

calculated on the same basis as the Company's common shares. The Company has applied a graded (tranche-by-tranche) attribution method and expenses share-based compensation on an accelerated basis over the vesting period of the share award.

The following is a summary of the Company's share awards for the period ended September 30, 2013:

	Deferred Equity Units	Matching Equity Units	Deferred Equity Units Fair Value	Matching Equity Units Intrinsic Value	Deferred Equity Units Weighted- Average Grant-Date Intrinsic Value	Matching Equity Units Weighted- Average Grant-Date Intrinsic Value
<b>Unvested units at January 1, 2013</b>						
Granted	25	25	\$ 134.62	\$27.49	\$ 107.13	\$ —
Vested	—	—	—	—	—	—
Forfeited	(1)	(1)	—	—	107.13	—
<b>Unvested units at September 30, 2013</b>	<b>24</b>	<b>24</b>	<b>134.62</b>	<b>27.49</b>	<b>107.13</b>	<b>—</b>

The weighted-average grant date intrinsic value of deferred equity unit awards for the period ended September 30, 2013 was \$107.13. The fair value of these deferred equity units at September 30, 2013 was \$134.62. During the fiscal year ended September 30, 2013, the Company completed the 2012 Refinancing and the Acquisition. There were no units that vested in the period. There was no such activity in the comparable prior year period.

**Compensation Expense**

The Company recognized non-cash compensation expense related to its share-based compensation plan of \$19 million for the fiscal year ended September 30, 2013. Of the \$19 million, \$12 million related to awards for employees and \$7 million related to awards for non-employees for the fiscal year ended September 30, 2013. The Company recognized non-cash compensation expense related to its previous share-based compensation plans of \$24 million for the period from October 1, 2010 to July 19, 2011 (Predecessor) that was terminated at the time of the Merger.

In addition, as of September 30, 2013, the Company had approximately \$20 million of unrecognized compensation costs related to its unvested share awards. The remaining weighted average period over which total compensation related to unvested awards is expected to be recognized is 3 years.

**14. Related Party Transactions**

*Management Agreement*

Upon completion of the Merger, the Company and Holdings entered into a management agreement with Access, dated as of the Merger Closing Date (the "Management Agreement"), pursuant to which Access will provide the Company and its subsidiaries, with financial, investment banking, management, advisory and other services. Pursuant to the Management Agreement, the Company, or one or more of its subsidiaries, will pay Access an annual fee initially equal to the greater of (i) the sum of (x) a base amount of approximately \$9 million and (y) 1.5% of the aggregate amount of Acquired EBITDA (as defined below) as at such time or (ii) 1.5% of the EBITDA (as defined in the indenture governing the WMG Holdings Corp. 13.75% Senior Notes due 2019 as required by the Management Agreement) of the Company for the applicable fiscal year, plus expenses, and a specified transaction fee for certain types of transactions completed by Holdings or one or more of its subsidiaries, plus expenses. The amount of "Acquired EBITDA" at any time shall be equal to sum of the amounts of positive EBITDA of businesses, companies or operations acquired directly or indirectly by the Company from and after the completion of the Merger, each such amount of positive EBITDA as calculated (by Access in its

**Warner Music Group Corp.**  
**Notes to Consolidated Audited Financial Statements—(Continued)**

sole discretion) for the four fiscal quarters most recently ended for which internal financial statements are available at the date of the pertinent acquisition. In fiscal 2013, the base amount for the annual fee due under the Management Agreement was increased from \$6 million to approximately \$9 million to reflect the aggregate amount of Acquired EBITDA, primarily associated with the acquisition of PLG. The Annual Fee shall be calculated and payable as follows: (i) one-quarter of the Base Amount in effect on the first day of each fiscal quarter shall be paid on such date, in advance for the fiscal quarter then commencing and (ii) following the completion of every full fiscal year after the date hereof, once internal financial statements for such fiscal year are available, the Company and Access shall jointly calculate the EBITDA of the Company for such fiscal year and the Company shall pay to Access the amount, if any, by which 1.5% of such EBITDA exceeds the sum of the amounts paid in respect of such fiscal year pursuant to clause (i) above. The Company also paid Access an \$11 million transaction fee related to the Acquisition in fiscal 2013. The Company and Holdings agreed to indemnify Access and certain of its affiliates against all liabilities arising out of performance of the Management Agreement.

The Company recorded expense of \$19 million for the fiscal year ended September 30, 2013 (Successor), \$8 million for the fiscal year ended September 30, 2012 (Successor) and \$1 million for the period from July 20, 2011 to September 30, 2011 (Successor) related to the Management Agreement with Access, and such amounts have been included as a component of selling, general and administrative expense in the accompanying statement of operations. Such costs incurred by the Company were approximately \$8 million for the fiscal years ended September 30, 2013 and September 30, 2012, which includes the annual fee and reimbursement of certain expenses in connection with the Management Agreement, but excludes \$2 million of expenses reimbursed related to certain consultants with full time roles at the Company for both the fiscal year ended September 30, 2013 and the fiscal year ended September 30, 2012. For the fiscal year ended September 30, 2013, the Company also incurred an \$11 million transaction fee related to the Acquisition.

*Sublease Arrangements with Related Party*

The Company entered into an agreement on September 27, 2011 with Access Industries (UK) Limited, an affiliate of Access, to sublease certain office space from one of the Company's subsidiaries. In connection with the agreement, the Company will receive less than \$0.3 million per year. For the fiscal year ended September 30, 2013 (Successor), the fiscal year ended September 30, 2012 (Successor) and for the period from July 20, 2011 through September 30, 2011 (Successor), an immaterial amount was recorded as a reduction of rent expense in the accompanying statement of operations.

On May 6, 2013, the Company entered into a lease agreement with Access Industries, Inc., an affiliate of Access, for the use of office space leased by Access at the building at 450 West 14<sup>th</sup> Street in New York City. For the fiscal year ended September 30, 2013, rent expense incurred was less than \$0.2 million. The remaining rental commitments at September 30, 2013 totaled \$0.3 million through July 31, 2014. The current monthly lease fee is based on the per foot lease costs to the Company of its current headquarters space, which represent market terms. This fee will be updated to reflect the per foot lease costs of the Company's new headquarters space, but we do not expect this amount to change materially as a result.

*Deezer*

Access owns a minority equity interest in Blogmusik SAS, a French company trading under the name Deezer ("Deezer"), and is represented on Deezer's Board of Directors. Subsidiaries of the Company, Warner Music Inc. and WEA International Inc., have been a party to license arrangements with Deezer since 2008, which provide for the use of the Company's content on Deezer's ad-supported and subscription streaming services, as well as a worldwide PC only and portable subscription service (excluding the USA, Japan and France), pursuant

**Warner Music Group Corp.**  
**Notes to Consolidated Audited Financial Statements—(Continued)**

to which Deezer is required to pay fees to WEA International Inc. Deezer is also required to make payments to WEA International Inc. in connection with certain bundling arrangements entered into between Deezer and certain telecommunication service providers. In fiscal year 2013, Deezer paid to WEA International Inc. an aggregate amount of approximately \$9 million in connection with the foregoing arrangements.

*Southside Earn-Out*

In December 2010, the Company acquired Southside Independent Music Publishing, LLC and contractually agreed to provide contingent earn-out payments to Cameron Strang, the former owner of Southside and currently the Chairman and CEO, Warner/Chappell Music, provided specified performance goals are achieved. The goals relate to achievement of specified NPS (“net publishers share,” a measure of earnings) requirements by the acquired assets during the five-year period following closing of the acquisition. The Company has recorded a \$6 million liability as of September 30, 2013 (Successor) based on the fair value of the expected earn-out payments. No earn-out payment was triggered in fiscal 2013. The Company is also required to pay Mr. Strang certain monies that may be received and applied by the Company in recoupment of advance payments made by Southside prior to the acquisition in an amount not to exceed approximately \$0.8 million, of which approximately \$550,000 has been paid.

**15. Commitments and Contingencies**

**Leases**

The Company occupies various facilities and uses certain equipment under both capital and operating leases. Net rent expense was approximately \$61 million, \$63 million, \$12 million and \$45 million for the fiscal year ended September 30, 2013 (Successor), for the fiscal year ended September 30, 2012 (Successor), for the period from July 20, 2011 through September 30, 2011 (Successor) and for the period from October 1, 2010 through July 19, 2011 (Predecessor), respectively.

At September 30, 2013 (Successor), future minimum payments under non-cancelable capital and operating leases (net of sublease income) are as follows:

<u>Years</u>	<u>Capital Leases</u>	<u>Operating Leases</u>
	(in millions)	
2014	\$ 3	\$ 66
2015	3	54
2016	3	45
2017	2	39
2018	—	27
Thereafter	—	64
<b>Total</b>	<b>\$ 11</b>	<b>\$ 295</b>

The future minimum payments reflect the amounts owed under lease arrangements and do not include any fair market value adjustments that may have been recorded as a result of the Merger.

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**Notes to Consolidated Audited Financial Statements—(Continued)**

Amortization of capital leases is included in depreciation expense in the consolidated statements of operations. Capital lease amounts included in property, plant, and equipment are as follows:

	Successor September 30, 2013	Successor September 30, 2012
	(in millions)	
Capital Leases	\$ 33	—
Less accumulated amortization	—	—
<b>Total</b>	<b>\$ 33</b>	<b>—</b>

#### **Talent Advances**

The Company routinely enters into long-term commitments with artists, songwriters and co-publishers for the future delivery of music product. Such commitments are payable principally over a ten-year period, and generally become due only upon delivery and Company acceptance of albums from the artists or future musical compositions by songwriters and co-publishers. Additionally, such commitments are typically cancelable at the Company's discretion, generally without penalty. Based on contractual obligations and the Company's expected release schedule, aggregate firm commitments to such talent for the next 12 month period approximated \$201 million and \$232 million as of September 30, 2013 and 2012, respectively.

#### **Other**

Other off-balance sheet, firm commitments, which primarily include minimum funding commitments to investees, amounted to approximately \$7 million and \$4 million at September 30, 2013 and 2012, respectively.

#### **Litigation**

##### *Pricing of Digital Music Downloads*

On December 20, 2005 and February 3, 2006, the Attorney General of the State of New York served the Company with requests for information in connection with an industry-wide investigation as to the pricing of digital music downloads. On February 28, 2006, the Antitrust Division of the U.S. Department of Justice served us with a Civil Investigative Demand, also seeking information relating to the pricing of digitally downloaded music. Both investigations were ultimately closed, but subsequent to the announcements of the investigations, more than thirty putative class action lawsuits were filed concerning the pricing of digital music downloads. The lawsuits were consolidated in the Southern District of New York. The consolidated amended complaint, filed on April 13, 2007, alleges conspiracy among record companies to delay the release of their content for digital distribution, inflate their pricing of CDs and fix prices for digital downloads. The complaint seeks unspecified compensatory, statutory and treble damages. On October 9, 2008, the District Court issued an order dismissing the case as to all defendants, including us. However, on January 12, 2010, the Second Circuit vacated the judgment of the District Court and remanded the case for further proceedings and on January 10, 2011, the Supreme Court denied the defendants' petition for Certiorari.

Upon remand to the District Court, all defendants, including the Company, filed a renewed motion to dismiss challenging, among other things, plaintiffs' state law claims and standing to bring certain claims. The renewed motion was based mainly on arguments made in defendants' original motion to dismiss, but not addressed by the District Court. On July 18, 2011, the District Court granted defendants' motion in part, and denied it in part. Notably, all claims on behalf of the CD-purchaser class were dismissed with prejudice.

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**Notes to Consolidated Audited Financial Statements—(Continued)**

However, a wide variety of state and federal claims remain, for the class of Internet Music purchasers. The parties have filed amended pleadings complying with the court's order, and the case is currently in discovery. The Company intends to defend against these lawsuits vigorously, but is unable to predict the outcome of these suits. Regardless of the merits of the claims, this and any related litigation could continue to be costly, and divert the time and resources of management. The potential outcomes of these claims that are reasonably possible cannot be determined at this time and an estimate of the reasonably possible loss or range of loss cannot presently be made.

*Music Download Putative Class Action Suits*

Five putative class action lawsuits have been filed against the Company in Federal Court in the Northern District of California between February 2, 2012 and March 10, 2012. The lawsuits, which were brought by various recording artists, all allege that the Company has improperly calculated the royalties due to them for certain digital music sales under the terms of their recording contracts. The named plaintiffs purport to raise these claims on their own behalf and, as a putative class action, on behalf of other similarly situated artists. Plaintiffs base their claims on a previous ruling that held another recorded music company had breached the specific recording contracts at issue in that case through its payment of royalties for music downloads and ringtones. In the wake of that ruling, a number of recording artists have initiated suits seeking similar relief against all of the major record companies, including us. Plaintiffs seek to have the interpretation of the contracts in that prior case applied to their different and separate contracts.

On April 10, 2012, the Company filed a motion to dismiss various claims in one of the lawsuits, with the intention of filing similar motions in the remaining suits, on the various applicable response dates. Meanwhile, certain plaintiffs' counsel moved to be appointed as interim lead counsel, and other plaintiffs' counsel moved to consolidate the various actions. In a June 1, 2012 Order, the court consolidated the cases and appointed interim co-lead class counsel. Plaintiffs filed a consolidated, master complaint on August 21, 2012. All deadlines have been stayed to allow for settlement of this dispute, with the next status conference set for December 19, 2013. If a settlement was not reached by that date and if the parties agreed that further settlement discussions would be fruitful, the parties were given the option to file a joint statement/stipulation seeking additional time for further settlement negotiations. In the alternative, the parties were to file a joint statement/stipulation with the Court alerting the Court to the fact that settlement could not be reached and resetting a litigation schedule. On December 6, 2013, the parties filed a joint statement/stipulation seeking additional time for further settlement negotiations, which is expected to be ruled on during the December 19, 2013 case management conference. Settlement discussions are ongoing. Regardless of the merits of the claims, this and any related litigation could continue to be costly, and divert the time and resources of management. Based on an evaluation of potential outcomes of these claims that are reasonably possible and an estimate of the reasonably possible loss or range of loss possible, the Company has recorded what it believes is an appropriate reserve related to these cases, which amount is not material.

*Other Matters*

In addition to the matters discussed above, the Company is involved in various litigation and regulatory proceedings arising in the normal course of business. Where it is determined, in consultation with counsel based on litigation and settlement risks, that a loss is probable and estimable in a given matter, the Company establishes an accrual. In none of the currently pending proceedings is the amount of accrual material. An estimate of the reasonably possible loss or range of loss in excess of the amounts already accrued cannot be made at this time due to various factors typical in contested proceedings, including (1) the results of ongoing discovery; (2) uncertain damage theories and demands; (3) a less than complete factual record; (4) uncertainty concerning legal theories and their resolution by courts or regulators; and (5) the unpredictable nature of the opposing party and its demands. However, the Company cannot predict with certainty the outcome of any litigation or the potential for future litigation. As such, the Company continuously monitors these proceedings as they develop and adjusts any accrual or disclosure as needed. Regardless of the outcome, litigation could have an adverse

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**Notes to Consolidated Audited Financial Statements—(Continued)**

impact on the Company, including the Company's brand value, because of defense costs, diversion of management resources and other factors and it could have a material effect on the Company's results of operations for a given reporting period.

**16. Derivative Financial Instruments**

**Foreign Currency Risk Management**

The Company uses derivative financial instruments, primarily foreign currency forward exchange contracts ("FX Contracts") for the purpose of managing foreign currency exchange risk by reducing the effects of fluctuations in foreign currency exchange rates.

The Company enters into FX Contracts primarily to hedge its royalty payments and balance sheet items denominated in foreign currency, including Euro denominated debt. The Company applies hedge accounting to FX Contracts for cash flows related to royalty payments. During the year, the Company also entered into FX contracts to hedge the PLG acquisition purchase price from exchange rate fluctuations, which also qualified for hedge accounting. In conjunction with the completion of the Acquisition, the contracts were settled with an immaterial impact. The Company records these FX Contracts in the consolidated balance sheet at fair value and changes in fair value are recognized in Other Comprehensive Income ("OCI") for unrealized items and recognized in earnings for realized items. The Company elects to not apply hedge accounting to foreign currency exposures related to balance sheet items. The Company records these FX Contracts in the consolidated balance sheet at fair value and changes in fair value are immediately recognized in earnings. Fair value is determined by using observable market transactions of spot and forward rates (i.e., Level 2 inputs) which is discussed further in Note 19.

Netting provisions are provided for in existing International Swap and Derivative Association Inc. ("ISDA") agreements in situations where the Company executes multiple contracts with the same counterparty. As a result, net assets or liabilities resulting from foreign exchange derivatives subject to these netting agreements are classified within other current assets or other current liabilities in the Company's consolidated balance sheets.

Historically, the Company has used, and continues to use, foreign exchange forward contracts and foreign exchange options primarily to hedge the risk that unremitted or future royalties and license fees owed to its domestic companies for the sale, or anticipated sale, of U.S.-copyrighted products abroad may be adversely affected by changes in foreign currency exchange rates. The Company focuses on managing the level of exposure to the risk of foreign currency exchange rate fluctuations on its major currencies, which include the Euro, British pound sterling, Japanese yen, Canadian dollar and Australian dollar. In addition, the Company currently hedges foreign currency risk associated with financing transactions such as third-party and inter-company debt and other balance sheet items.

For royalty related hedges, the Company records foreign exchange contracts at fair value on its balance sheet and the related gains or losses on these contracts are deferred in equity (as a component of comprehensive loss). These deferred gains and losses are recognized in income in the period in which the related royalties and license fees being hedged are received and recognized in income. However, to the extent that any of these contracts are not considered to be perfectly effective in offsetting the change in the value of the royalties and license fees being hedged, any changes in fair value relating to the ineffective portion of these contracts are immediately recognized in income. For hedges of financing transactions and other balance sheet items, hedge gains and losses are taken directly to the statement of operations where there is an equal and offsetting entry related to the underlying exposure. Gains and losses on foreign exchange contracts generally are included as a component of other income (expense), net, in the Company's consolidated statement of operations.

**Warner Music Group Corp.**

**Notes to Consolidated Audited Financial Statements—(Continued)**

As of September 30, 2013, the Company had outstanding hedge contracts for the sale of \$249 million and the purchase of \$1.044 billion of foreign currencies at fixed rates. As of September 30, 2012, the Company had no deferred gains or losses in comprehensive loss related to foreign exchange hedging. As of September 30, 2012, the Company had outstanding hedge contracts for the sale of \$349 million and the purchase of \$21 million of foreign currencies at fixed rates. As of September 30, 2012, the Company had \$1 million of deferred gains in comprehensive loss related to foreign exchange hedging.

**Interest Rate Risk Management**

The Company has \$2.888 billion of principal debt outstanding at September 30, 2013, of which \$1.310 billion is variable rate debt, which approximates to the fair value at that date. As such, the Company is exposed to changes in interest rates. The Company currently manages this exposure through the fixed-to-floating debt ratio; at September 30, 2013, 55% of the Company's debt was at a fixed rate. In addition, at September 30, 2013, all of the Company's floating rate debt under the Term Loan Facility was subject to a LIBOR floor of 1.0%, which is in excess of the current LIBOR rate. The LIBOR floor has effectively turned these LIBOR loans into fixed-rate debt until such time as the LIBOR rate moves higher than the floor.

In addition to the \$1.310 billion of variable rate debt, the Company also had \$1.578 billion of fixed-rate debt. Based on the level of interest rates prevailing at September 30, 2013, the fair value of the fixed-rate and variable rate debt was approximately \$3.060 billion. The fair value of the Company's debt instruments are determined using quoted market prices from less active markets or by using quoted market prices for instruments with identical terms and maturities; both approaches are considered a Level 2 measurement. Further, based on the amount of its fixed-rate debt, a 25 basis point increase or decrease in the level of interest rates would increase or decrease the fair value of the fixed-rate debt by approximately \$11 million. Due to the LIBOR floor of 1%, a 25 basis point increase or decrease in the level of interest rates would have no impact on the fair value of the Company's variable rate debt. This potential increase or decrease is based on the simplified assumption that the level of fixed-rate debt remains constant with an immediate across the board increase or decrease in the level of interest rates with no subsequent changes in rates for the remainder of the period.

The Company monitors its positions with, and the credit quality of, the financial institutions that are party to any of its financial transactions.

**17. Segment Information**

As discussed more fully in Note 1, based on the nature of its products and services, the Company classifies its business interests into two fundamental operations: Recorded Music and Music Publishing, which also represent the aggregated reportable segments of the Company. Information as to each of these operations is set forth below. The Company evaluates performance based on several factors, of which the primary financial measure is operating income (loss) before non-cash depreciation of tangible assets, non-cash amortization of intangible assets and non-cash impairment charges to reduce the carrying value of goodwill and intangible assets ("OIBDA"). The Company has supplemented its analysis of OIBDA results by segment with an analysis of operating income (loss) by segment.

**Warner Music Group Corp.****Notes to Consolidated Audited Financial Statements—(Continued)**

The accounting policies of the Company's business segments are the same as those described in the summary of significant accounting policies included elsewhere herein. The Company accounts for intersegment sales at fair value as if the sales were to third parties. While intercompany transactions are treated like third-party transactions to determine segment performance, the revenues (and corresponding expenses recognized by the segment that is counterparty to the transaction) are eliminated in consolidation, and therefore, do not themselves impact consolidated results.

	Recorded Music	Music Publishing	Corporate expenses and eliminations	Total
	(in millions)			
<b>2013 (Successor)</b>				
Revenues	\$2,389	\$ 503	\$ (21)	<b>\$2,871</b>
OIBDA	270	148	(85)	<b>333</b>
Depreciation of property, plant and equipment	(32)	(6)	(13)	<b>(51)</b>
Amortization of intangible assets	(146)	(61)	—	<b>(207)</b>
Operating income (loss)	92	81	(98)	<b>75</b>
Total assets	3,426	2,444	382	<b>6,252</b>
Capital expenditures	12	3	19	<b>34</b>
<b>2012 (Successor)</b>				
Revenues	\$2,281	\$ 518	\$ (19)	<b>\$2,780</b>
OIBDA	289	146	(82)	<b>353</b>
Depreciation of property, plant and equipment	(31)	(6)	(14)	<b>(51)</b>
Amortization of intangible assets	(132)	(61)	—	<b>(193)</b>
Operating income (loss)	126	79	(96)	<b>109</b>
Total assets	2,343	2,436	499	<b>5,278</b>
Capital expenditures	12	2	18	<b>32</b>
<b>From July 20, 2011 through September 30, 2011 (Successor)</b>				
Revenues	\$ 457	\$ 103	\$ (4)	<b>\$ 556</b>
OIBDA	49	50	(18)	<b>81</b>
Depreciation of property, plant and equipment	(5)	(1)	(3)	<b>(9)</b>
Amortization of intangible assets	(26)	(11)	(1)	<b>(38)</b>
Operating income (loss)	18	38	(22)	<b>34</b>
Capital expenditures	10	1	—	<b>11</b>
<b>From October 1, 2010 through July 19, 2011 (Predecessor)</b>				
Revenues	\$1,890	\$ 436	\$ (15)	<b>2,311</b>
OIBDA	238	92	(121)	<b>209</b>
Depreciation of property, plant and equipment	(21)	(3)	(9)	<b>(33)</b>
Amortization of intangible assets	(120)	(59)	1	<b>(178)</b>
Operating income (loss)	97	30	(129)	<b>(2)</b>
Capital expenditures	33	3	1	<b>37</b>

**Warner Music Group Corp.**  
**Notes to Consolidated Audited Financial Statements—(Continued)**

Revenues relating to operations in different geographical areas are set forth below for the fiscal year ended September 30, 2013 (Successor), for the fiscal year ended September 30, 2012 (Successor), for the period from July 20, 2011 to September 30, 2011 (Successor) and for the period from October 1, 2010 to July 19, 2011 (Predecessor). Total assets relating to operations in different geographical areas are set forth below as of September 30, 2013 (Successor) and September 30, 2012 (Successor).

	Successor					Predecessor
	2013		2012		2011	2011
	Revenue	Long-lived Assets	Revenue	Long-lived Assets	Revenue	Revenue
	(in millions)					
United States	\$ 1,161	\$ 106	\$ 1,113	\$ 113	\$ 215	\$ 936
United Kingdom	383	18	342	19	78	293
All other territories	1,327	56	1,325	20	263	1,082
<b>Total</b>	<b>\$ 2,871</b>	<b>\$ 180</b>	<b>\$ 2,780</b>	<b>\$ 152</b>	<b>\$ 556</b>	<b>\$ 2,311</b>

*Customer Concentration*

In the fiscal year ended September 30, 2013 (Successor), the fiscal year ended September 30, 2012 (Successor), the period from July 20, 2011 through September 30, 2011 (Successor) and the period from October 1, 2010 through July 19, 2011 (Predecessor), one customer represented 18%, 19%, 9% and 9% of total revenues, respectively. This customer's revenues are included in the Recorded Music segment.

**18. Additional Financial Information**

**Cash Interest and Taxes**

The Company made interest payments of approximately \$206 million, \$193 million, \$34 million and \$176 million, during the fiscal year ended September 30, 2013 (Successor), the fiscal year ended September 30, 2012 (Successor), the period from July 20, 2011 through September 30, 2011 (Successor) and the period from October 1, 2010 through July 19, 2011 (Predecessor), respectively. The Company paid approximately \$26 million, \$42 million, \$9 million and \$19 million of foreign income and withholding taxes, net of refunds, for the fiscal year ended September 30, 2013 (Successor), the fiscal year ended September 30, 2012 (Successor), the period from July 20, 2011 through September 30, 2011 (Successor) and the period from October 1, 2010 through July 19, 2011 (Predecessor), respectively. The \$42 million of cash tax payments during the fiscal year ended September 30, 2012 (Successor) includes a \$15 million payment relating to the settlement of an income tax audit in Germany. This payment was fully reimbursed to the Company by Time Warner Inc. under the terms of the 2004 acquisition of substantially all of the interests of the recorded music and music publishing businesses of Time Warner Inc.

**19. Fair Value Measurements**

ASC 820 defines fair value as the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. The fair value should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity.

In addition to defining fair value, ASC 820 expands the disclosure requirements around fair value and establishes a fair value hierarchy for valuation inputs. The hierarchy prioritizes the inputs into three levels based on the extent to which inputs used in measuring fair value are observable in the market. Each fair value

**Warner Music Group Corp.**  
**Notes to Consolidated Audited Financial Statements—(Continued)**

measurement is reported in one of the three levels which is determined by the lowest level input that is significant to the fair value measurement in its entirety. These levels are:

- Level 1—inputs are based upon unadjusted quoted prices for identical instruments traded in active markets.
- Level 2—inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3—inputs are generally unobservable and typically reflect management’s estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option pricing models, discounted cash flow models and similar techniques.

In accordance with the fair value hierarchy, described above, the following table shows the fair value of the Company’s financial instruments that are required to be measured at fair value as of September 30, 2013 and September 30, 2012. Balances in other current and other non-current liabilities represent purchase obligations and contingent consideration related to the Company’s various acquisitions. Derivatives not designated as hedging instruments represent the balances in other current assets and other current liabilities below and the gains and losses on these financial instruments are included as a component of other (expense) income, net, in the statement of operations.

	Fair Value Measurements as of September 30, 2013			Total
	(Level 1)	(Level 2)	(Level 3)	
	(in millions)			
<i>Other Current Assets:</i>				
Foreign Currency Forward Exchange Contracts (a)	\$ —	\$ 1	\$ —	\$ 1
<i>Other Current Liabilities:</i>				
Foreign Currency Forward Exchange Contracts (a)	\$ —	\$ (23)	\$ —	\$ (23)
<i>Other Current Liabilities:</i>				
Contractual Obligations (b)	\$ —	\$ —	\$ (13)	\$ (13)
<i>Other Non-Current Liabilities:</i>				
Contractual Obligations (b)	\$ —	\$ —	\$ (9)	\$ (9)
<b>Total</b>	<b>\$ —</b>	<b>\$ (22)</b>	<b>\$ (22)</b>	<b>\$ (44)</b>

	Fair Value Measurements as of September 30, 2012			Total
	(Level 1)	(Level 2)	(Level 3)	
	(in millions)			
<i>Other Current Assets:</i>				
Foreign Currency Forward Exchange Contracts (a)	\$ —	\$ —	\$ —	\$ —
<i>Other Current Liabilities:</i>				
Foreign Currency Forward Exchange Contracts (a)	\$ —	\$ (5)	\$ —	\$ (5)
<i>Other Non-Current Liabilities:</i>				
Contractual Obligations (b)	\$ —	\$ —	\$ (11)	\$ (11)
<b>Total</b>	<b>\$ —</b>	<b>\$ (5)</b>	<b>\$ (11)</b>	<b>\$ (16)</b>

- (a) The fair value of the foreign currency forward exchange contracts is based on dealer quotes of market forward rates and reflects the amount that the Company would receive or pay at their maturity dates for contracts involving the same currencies and maturity dates.

**Warner Music Group Corp.**

**Notes to Consolidated Audited Financial Statements—(Continued)**

- (b) This represents purchase obligations and contingent consideration related to the Company's various acquisitions. This is based on a discounted cash flow approach and it is adjusted to fair value on a recurring basis and any adjustments are included as a component of operating income in the statement of operations. These amounts were mainly calculated using unobservable inputs such as future earnings performance of the Company's various acquisitions and the expected timing of the payment. The change represents the increase in contingent consideration on a previous acquisition.

The following table reconciles the beginning and ending balances of net assets and liabilities classified as Level 3:

	<u>Total</u> <u>(in millions)</u>
<b>Balance at September 30, 2012 (Successor)</b>	<b>\$ 11</b>
Additions	1.5
Payments	<u>(4)</u>
<b>Balance at September 30, 2013 (Successor)</b>	<b><u>\$ 22</u></b>

The increase in net liabilities classified as Level 3 was primarily related to contingent consideration resulting from recently completed acquisitions.

The majority of the Company's non-financial instruments, which include goodwill, intangible assets, inventories, and property, plant, and equipment, are not required to be re-measured to fair value on a recurring basis. These assets are evaluated for impairment if certain triggering events occur. If such evaluation indicates that an impairment exists, the asset is written down to its fair value. In addition, an impairment analysis is performed at least annually for goodwill and indefinite-lived intangible assets.

**Fair Value of Debt**

Based on the level of interest rates prevailing at September 30, 2013, the fair value of the Company's debt was \$3.060 billion. Unrealized gains or losses on debt do not result in the realization or expenditure of cash and generally are not recognized for financial reporting purposes unless the debt is retired prior to its maturity.

**20. Subsequent Events**

On October 1, 2013, Acquisition Corp. entered into a lease (the "Lease") for its new worldwide headquarters. The Lease between Acquisition Corp. and Paramount Group, Inc., as agent for PGREF I 1633 Broadway Tower, L.P., is for nearly 300,000 square feet of office space at 1633 Broadway in midtown Manhattan. The initial term of the Lease runs for approximately 16 years (i.e., from on or about January 1, 2014 to July 31, 2029). The Lease also includes a single option for Acquisition Corp. to extend the term for either five years or 10 years. In addition, under certain conditions, Acquisition Corp. has the ability to lease additional space in the building and has a right of first refusal with regard to certain additional space.

Acquisition Corp. will be initially obligated to pay approximately \$16 million in annual rent, in addition to its pro rata share of certain real property taxes, operating expenses and common area maintenance expenses. Terms include initial periods of free rent and a tenant improvement allowance as set forth further in the Lease.

In connection with entering into the Lease, Acquisition Corp. posted a \$10 million letter of credit which reduces in stages, with a reduction to \$0 on July 1, 2018, subject to certain conditions.

Certain subsidiaries of Acquisition Corp. have also issued a guaranty (the "Guaranty") whereby they have fully and unconditionally guaranteed the payments of Acquisition Corp. under the Lease. The Guaranty expires on October 1, 2021.

**WARNER MUSIC GROUP CORP.**  
**2013 QUARTERLY FINANCIAL INFORMATION**  
(unaudited)

The following table sets forth the quarterly information for Warner Music Group Corp.

	Successor			
	Three months ended			
	September 30, 2013 (b)	June 30, 2013 (b)	March 31, 2013 (b)	December 31, 2012 (b)
	(in millions, except per share data)			
Revenues	\$ 764	\$ 663	\$ 675	\$ 769
Costs and expenses				
Cost of revenues	(391)	(371)	(329)	(408)
Selling, general and administrative expenses (a)	(350)	(236)	(242)	(262)
Amortization of intangible assets	(64)	(48)	(47)	(48)
Total costs and expenses	(805)	(655)	(618)	(718)
Operating income	(41)	8	57	51
Loss on extinguishment of debt	—	(2)	—	(83)
Interest expense, net	(54)	(47)	(49)	(53)
Other income (expense), net	(1)	(2)	(4)	(5)
(Loss) from before income taxes	(96)	(43)	4	(90)
Income tax (expense) benefit	39	(19)	—	11
Net loss	(57)	(62)	4	(79)
Less: income attributable to noncontrolling interest	—	(1)	(2)	(1)
Net loss attributable to Warner Music Group Corp.	\$ (57)	\$ (63)	\$ 2	\$ (80)
(a) Includes depreciation expense of	\$ (13)	\$ (13)	\$ (12)	\$ (13)

(b) The Company's business is seasonal. Therefore, quarterly operating results are not necessarily indicative of the results that may be expected for the full fiscal year.

**WARNER MUSIC GROUP CORP.**  
**2012 QUARTERLY FINANCIAL INFORMATION**  
(unaudited)

The following table sets forth the quarterly information for Warner Music Group Corp.

	Successor			
	Three months ended			
	September 30, 2012 (b)	June 30, 2012 (b)	March 31, 2012 (b)	December 31, 2011 (b)
	(in millions, except per share data)			
Revenues	\$ 731	\$ 651	\$ 623	\$ 775
Costs and expenses				
Cost of revenues	(368)	(353)	(318)	(420)
Selling, general and administrative expenses (a)	(274)	(244)	(233)	(268)
Amortization of intangible assets	(48)	(47)	(50)	(48)
Total costs and expenses	(690)	(644)	(601)	(736)
Operating income	41	7	22	39
Interest expense, net	(56)	(56)	(56)	(57)
Other income (expense), net	2	6	2	(2)
(Loss) from before income taxes	(13)	(43)	(32)	(20)
Income tax (expense) benefit	(4)	11	(2)	(6)
Net loss	(17)	(32)	(34)	(26)
Less: income attributable to noncontrolling interest	(1)	—	(2)	—
Net loss attributable to Warner Music Group Corp.	<u>\$ (18)</u>	<u>\$ (32)</u>	<u>\$ (36)</u>	<u>\$ (26)</u>
(a) Includes depreciation expense of	<u>\$ (14)</u>	<u>\$ (12)</u>	<u>\$ (13)</u>	<u>\$ (12)</u>

(b) The Company's business is seasonal. Therefore, quarterly operating results are not necessarily indicative of the results that may be expected for the full fiscal year.

**WARNER MUSIC GROUP CORP.**

**Supplementary Information  
Consolidating Financial Statements**

The Company is the direct parent of Holdings, which is the direct parent of Acquisition Corp. Holdings has issued and outstanding the 13.75% Senior Notes due 2019 (the “Holdings Notes”). In addition, Acquisition Corp. has issued and outstanding the 6.00% Senior Secured Notes due 2021, the 6.25% Senior Secured Notes due 2021, and the 11.50% Senior Notes due 2018 (together, the “Acquisition Corp. Notes”).

The Holdings Notes are guaranteed by the Company. These guarantees are full, unconditional, joint and several. The following condensed consolidating financial statements are presented for the information of the holders of the Holdings Notes and present the results of operations, financial position and cash flows of (i) the Company, which is the guarantor of the Holdings Notes, (ii) Holdings, which is the issuer of the Holdings Notes, (iii) the subsidiaries of Holdings (Acquisition Corp. is the only direct subsidiary of Holdings) and (iv) the eliminations necessary to arrive at the information for the Company on a consolidated basis. Investments in consolidated or combined subsidiaries are presented under the equity method of accounting.

The Acquisition Corp. Notes are also guaranteed by the Company and, in addition, are guaranteed by all of Acquisition Corp.’s domestic wholly owned subsidiaries. The secured notes are guaranteed on a senior secured basis and the unsecured notes are guaranteed on an unsecured senior basis. These guarantees are full, unconditional, joint and several. The following condensed consolidating financial statements are also presented for the information of the holders of the Acquisition Corp. Notes and present the results of operations, financial position and cash flows of (i) Acquisition Corp., which is the issuer of the Acquisition Corp. Notes, (ii) the guarantor subsidiaries of Acquisition Corp., (iii) the non-guarantor subsidiaries of Acquisition Corp. and (iv) the eliminations necessary to arrive at the information for Acquisition Corp. on a consolidated basis. Investments in consolidated subsidiaries are presented under the equity method of accounting. There are no restrictions on Acquisition Corp.’s ability to obtain funds from any of its wholly owned subsidiaries through dividends, loans or advances.

The Company and Holdings are holding companies that conduct substantially all of their business operations through Acquisition Corp. Accordingly, the ability of the Company and Holdings to obtain funds from their subsidiaries is restricted by the indentures for the Acquisition Corp. Notes and the credit agreements for the Acquisition Corp. New Senior Credit Facilities, and, with respect to the Company, the indenture for the Holdings Notes.

**WARNER MUSIC GROUP CORP.**  
**Supplementary Information—(Continued)**

**Consolidating Balance Sheet**  
**September 30, 2013**

	WMG Acquisition Corp. (issuer)	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	WMG Acquisition Corp. Consolidated	WMG Holdings Corp. (issuer)	Warner Music Group Corp.	Eliminations	Warner Music Group Corp. Consolidated
(in millions)									
<b>Assets:</b>									
Current assets:									
Cash and equivalents	\$ —	\$ 16	\$ 139	\$ —	\$ 155	\$ —	\$ —	\$ —	\$ 155
Accounts receivable, net	—	185	326	—	511	—	—	—	511
Inventories	—	10	23	—	33	—	—	—	33
Royalty advances expected to be recouped within one year	—	59	34	—	93	—	—	—	93
Deferred tax assets	—	21	22	—	43	—	—	—	43
Prepaid and other current assets	5	8	46	—	59	—	—	—	59
<b>Total current assets</b>	<b>5</b>	<b>299</b>	<b>590</b>	<b>—</b>	<b>894</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>894</b>
Royalty advances expected to be recouped after one year	—	109	64	—	173	—	—	—	173
Investments in and advances to (from) consolidated subsidiaries	2,811	930	—	(3,741)	—	879	726	(1,605)	—
Property, plant and equipment, net	—	101	79	—	180	—	—	—	180
Goodwill	—	1,379	289	—	1,668	—	—	—	1,668
Intangible assets subject to amortization, net	—	1,007	2,100	—	3,107	—	—	—	3,107
Intangible assets not subject to amortization	—	75	45	—	120	—	—	—	120
Due (to) from parent companies	799	(27)	(772)	—	—	—	—	—	—
Other assets	68	14	21	—	103	7	—	—	110
<b>Total assets</b>	<b>\$ 3,683</b>	<b>\$ 3,887</b>	<b>\$ 2,416</b>	<b>\$ (3,741)</b>	<b>\$ 6,245</b>	<b>\$ 886</b>	<b>\$ 726</b>	<b>\$ (1,605)</b>	<b>\$ 6,252</b>
<b>Liabilities and Deficit:</b>									
Current liabilities:									
Accounts payable	—	\$ 96	\$ 184	—	\$ 280	—	—	—	\$ 280
Accrued royalties	—	570	577	—	1,147	—	—	—	1,147
Accrued liabilities	—	94	227	—	321	—	—	—	321
Accrued interest	65	—	—	—	65	10	—	—	75
Deferred revenue	—	56	83	—	139	—	—	—	139
Current portion of long-term debt	13	—	—	—	13	—	—	—	13
Other current liabilities	—	23	(4)	6	25	—	—	—	25
<b>Total current liabilities</b>	<b>78</b>	<b>839</b>	<b>1,067</b>	<b>6</b>	<b>1,990</b>	<b>10</b>	<b>—</b>	<b>—</b>	<b>2,000</b>
Long-term debt	2,704	—	—	—	2,704	150	—	—	2,854
Deferred tax liabilities, net	—	128	311	—	439	—	—	—	439
Other noncurrent liabilities	22	68	133	(7)	216	—	—	—	216
<b>Total liabilities</b>	<b>2,804</b>	<b>1,035</b>	<b>1,511</b>	<b>(1)</b>	<b>5,349</b>	<b>160</b>	<b>—</b>	<b>—</b>	<b>5,509</b>
Total Warner Music Group Corp. equity (deficit)	879	2,852	888	(3,740)	879	726	726	(1,605)	726
Noncontrolling interest	—	—	17	—	17	—	—	—	17
<b>Total equity (deficit)</b>	<b>879</b>	<b>2,852</b>	<b>905</b>	<b>(3,740)</b>	<b>896</b>	<b>726</b>	<b>726</b>	<b>(1,605)</b>	<b>743</b>
<b>Total liabilities and equity (deficit)</b>	<b>\$ 3,683</b>	<b>\$ 3,887</b>	<b>\$ 2,416</b>	<b>\$ (3,741)</b>	<b>\$ 6,245</b>	<b>\$ 886</b>	<b>\$ 726</b>	<b>\$ (1,605)</b>	<b>\$ 6,252</b>

**WARNER MUSIC GROUP CORP.**  
**Supplementary Information—(Continued)**

**Consolidating Balance Sheet**  
**September 30, 2012**

	WMG Acquisition Corp. (issuer)	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	WMG Acquisition Corp. Consolidated	WMG Holdings Corp. (issuer)	Warner Music Group Corp.	Eliminations	Warner Music Group Corp. Consolidated
(in millions)									
<b>Assets:</b>									
Current assets:									
Cash and equivalents	\$ 44	\$ 105	\$ 143	\$ —	\$ 292	\$ 10	\$ —	\$ —	\$ 302
Accounts receivable, net	—	158	240	—	398	—	—	—	398
Inventories	—	11	17	—	28	—	—	—	28
Royalty advances expected to be recouped within one year	—	67	49	—	116	—	—	—	116
Deferred tax assets	—	35	16	—	51	—	—	—	51
Prepaid and other current assets	7	8	29	—	44	—	—	—	44
<b>Total current assets</b>	<b>51</b>	<b>384</b>	<b>494</b>	<b>—</b>	<b>929</b>	<b>10</b>	<b>—</b>	<b>—</b>	<b>939</b>
Royalty advances expected to be recouped after one year	—	82	60	—	142	—	—	—	142
Investments in and advances to (from) consolidated subsidiaries	3,133	621	—	(3,754)	—	1,070	926	(1,996)	—
Property, plant and equipment, net	—	108	44	—	152	—	—	—	152
Goodwill	—	1,375	5	—	1,380	—	—	—	1,380
Intangible assets subject to amortization, net	—	1,097	1,402	—	2,499	—	—	—	2,499
Intangible assets not subject to amortization	—	75	27	—	102	—	—	—	102
Due (to) from parent companies	—	176	(176)	—	—	—	—	—	—
Other assets	32	12	13	—	57	6	1	—	64
<b>Total assets</b>	<b>\$ 3,216</b>	<b>\$ 3,930</b>	<b>\$ 1,869</b>	<b>\$ (3,754)</b>	<b>\$ 5,261</b>	<b>\$ 1,086</b>	<b>\$ 927</b>	<b>\$ (1,996)</b>	<b>\$ 5,278</b>
<b>Liabilities and Deficit:</b>									
Current liabilities:									
Accounts payable	\$ —	\$ 81	\$ 75	\$ —	\$ 156	\$ —	\$ —	\$ —	\$ 156
Accrued royalties	—	591	406	—	997	—	—	—	997
Accrued liabilities	—	108	145	—	253	—	—	—	253
Accrued interest	79	—	—	—	79	10	—	—	89
Deferred revenue	—	63	38	—	101	—	—	—	101
Other current liabilities	—	14	(7)	3	10	—	—	—	10
<b>Total current liabilities</b>	<b>79</b>	<b>857</b>	<b>657</b>	<b>3</b>	<b>1,596</b>	<b>10</b>	<b>—</b>	<b>—</b>	<b>1,606</b>
Long-term debt	2,056	—	—	—	2,056	150	—	—	2,206
Deferred tax liabilities, net	—	159	216	—	375	—	—	—	375
Other noncurrent liabilities	11	47	81	8	147	—	—	—	147
<b>Total liabilities</b>	<b>2,146</b>	<b>1,063</b>	<b>954</b>	<b>11</b>	<b>4,174</b>	<b>160</b>	<b>—</b>	<b>—</b>	<b>4,334</b>
Total Warner Music Group Corp. equity (deficit)	1,070	2,867	898	(3,765)	1,070	926	927	(1,996)	927
Noncontrolling interest	—	—	17	—	17	—	—	—	17
<b>Total equity (deficit)</b>	<b>1,070</b>	<b>2,867</b>	<b>915</b>	<b>(3,765)</b>	<b>1,087</b>	<b>926</b>	<b>927</b>	<b>(1,996)</b>	<b>944</b>
<b>Total liabilities and equity (deficit)</b>	<b>\$ 3,216</b>	<b>\$ 3,930</b>	<b>\$ 1,869</b>	<b>\$ (3,754)</b>	<b>\$ 5,261</b>	<b>\$ 1,086</b>	<b>\$ 927</b>	<b>\$ (1,996)</b>	<b>\$ 5,278</b>

**WARNER MUSIC GROUP CORP.**  
**Supplementary Information—(Continued)**

**Consolidating Statement of Operations**  
**For The Fiscal Year Ended September 30, 2013 (Successor)**

	WMG Acquisition Corp. (issuer)	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	WMG Acquisition Corp. Consolidated	WMG Holdings Corp. (issuer)	Warner Music Group Corp.	Eliminations	Warner Music Group Corp. Consolidated
	(in millions)								
Revenues	\$ —	\$ 1,370	\$ 1,717	\$ (216)	\$ 2,871	\$ —	\$ —	\$ —	\$ 2,871
Costs and expenses:									
Cost of revenues	—	(691)	(1,003)	195	(1,499)	—	—	—	(1,499)
Selling, general and administrative expenses	—	(507)	(603)	20	(1,090)	—	—	—	(1,090)
Amortization of intangible assets	—	(118)	(89)	—	(207)	—	—	—	(207)
Total costs and expenses	—	(1,316)	(1,695)	215	(2,796)	—	—	—	(2,796)
Operating income	—	54	22	(1)	75	—	—	—	75
Interest expense, net	(154)	6	(33)	—	(181)	(22)	—	—	(203)
Loss on extinguishment of debt	(85)	—	—	—	(85)	—	—	—	(85)
Equity gains (losses) from consolidated subsidiaries	(11)	(47)	—	58	—	(176)	(198)	374	—
Other expense, net	43	(28)	(27)	—	(12)	—	—	—	(12)
(Loss) income before income taxes	(207)	(15)	(38)	57	(203)	(198)	(198)	374	(225)
Income tax benefit (expense)	31	—	34	(34)	31	—	—	—	31
Net (loss) income	(176)	(15)	(4)	23	(172)	(198)	(198)	374	(194)
Less: loss attributable to noncontrolling interest	—	—	(4)	—	(4)	—	—	—	(4)
Net (loss) income attributable to Warner Music Group Corp.	<u>\$ (176)</u>	<u>\$ (15)</u>	<u>\$ (8)</u>	<u>\$ 23</u>	<u>\$ (176)</u>	<u>\$ (198)</u>	<u>\$ (198)</u>	<u>\$ 374</u>	<u>\$ (198)</u>

**WARNER MUSIC GROUP CORP.**  
**Supplementary Information—(Continued)**  
**Consolidating Statement of Operations**  
**For The Fiscal Year Ended September 30, 2012 (Successor)**

	WMG Acquisition Corp.	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	WMG Acquisition Corp. Consolidated	WMG Holdings Corp. (issuer)	Warner Music Group Corp.	Eliminations	Warner Music Group Corp. Consolidated
	(in millions)								
Revenues	\$ —	\$ 1,265	\$ 1,714	\$ (199)	\$ 2,780	\$ —	\$ —	\$ —	\$ 2,780
Costs and expenses:									
Cost of revenues	—	(632)	(1,006)	179	(1,459)	—	—	—	(1,459)
Selling, general and administrative expenses	—	(492)	(561)	34	(1,019)	—	—	—	(1,019)
Amortization of intangible assets	—	(117)	(76)	—	(193)	—	—	—	(193)
Total costs and expenses	—	(1,241)	(1,643)	213	(2,671)	—	—	—	(2,671)
Operating income	—	24	71	14	109	—	—	—	109
Interest (expense) income, net	(196)	7	(14)	—	(203)	(22)	—	—	(225)
Equity gains (losses) from consolidated subsidiaries	107	35	—	(142)	—	(90)	(112)	202	—
Other income, net	—	3	5	—	8	—	—	—	8
(Loss) income before income taxes	(89)	69	62	(128)	(86)	(112)	(112)	202	(108)
Income tax (expense) benefit	(1)	(5)	(3)	8	(1)	—	—	—	(1)
Net (loss) income	(90)	64	59	(120)	(87)	(112)	(112)	202	(109)
Less: income attributable to noncontrolling interest	—	—	(3)	—	(3)	—	—	—	(3)
Net (loss) income attributable to Warner Music Group Corp.	\$ (90)	\$ 64	\$ 56	\$ (120)	\$ (90)	\$ (112)	\$ (112)	\$ 202	\$ (112)

**WARNER MUSIC GROUP CORP.**  
**Supplementary Information—(Continued)**

**Consolidating Statement of Operations**  
**For The Period from July 20, 2011 to September 30, 2011 (Successor)**

	WMG Acquisition Corp.	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	WMG Acquisition Corp. Consolidated	WMG Holdings Corp. (issuer)	Warner Music Group Corp.	Eliminations	Warner Music Group Corp. Consolidated
	(in millions)								
Revenues	\$ —	\$ 280	\$ 308	\$ (32)	\$ 556	\$ —	\$ —	\$ —	\$ 556
Costs and expenses:									
Cost of revenues	—	(134)	(182)	28	(288)	—	—	—	(288)
Selling, general and administrative expenses	—	(109)	(90)	3	(196)	—	—	—	(196)
Amortization of intangible assets	—	(24)	(14)	—	(38)	—	—	—	(38)
Total costs and expenses	—	(267)	(286)	31	(522)	—	—	—	(522)
Operating income (loss)	—	13	22	(1)	34	—	—	—	34
Interest (expense) income, net	(48)	2	(3)	—	(49)	(13)	—	—	(62)
Equity (losses) gains from consolidated subsidiaries	33	5	—	(38)	—	(18)	(31)	49	—
Other income (expense), net	—	3	(3)	—	—	—	—	—	—
(Loss) income before income taxes	(15)	23	16	(39)	(15)	(31)	(31)	49	(28)
Income tax (expense) benefit	(3)	(4)	—	4	(3)	—	—	—	(3)
Net (loss) income	(18)	19	16	(35)	(18)	(31)	(31)	49	(31)
Less: loss attributable to noncontrolling interest	—	—	—	—	—	—	—	—	—
Net (loss) income attributable to Warner Music Group Corp.	\$ (18)	\$ 19	\$ 16	\$ (35)	\$ (18)	\$ (31)	\$ (31)	\$ 49	\$ (31)

**WARNER MUSIC GROUP CORP.**  
**Supplementary Information—(Continued)**

**Consolidating Statement of Operations**  
**For The Period from October 1, 2010 to July 19, 2011 (Predecessor)**

	WMG Acquisition Corp.	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	WMG Acquisition Corp. Consolidated	WMG Holdings Corp. (issuer)	Warner Music Group Corp.	Eliminations	Warner Music Group Corp. Consolidated
	(in millions)								
Revenues	\$ —	\$ 994	\$ 1,464	\$ (147)	\$ 2,311	\$ —	\$ —	\$ —	\$ 2,311
Costs and expenses:									
Cost of revenues	—	(497)	(900)	136	(1,261)	—	—	—	(1,261)
Selling, general and administrative expenses	—	(377)	(512)	15	(874)	—	—	—	(874)
Amortization of intangible assets	—	(95)	(83)	—	(178)	—	—	—	(178)
Total costs and expenses	—	(969)	(1,495)	151	(2,313)	—	—	—	(2,313)
Operating income (loss)	—	25	(31)	4	(2)	—	—	—	(2)
Interest (expense) income, net	(128)	6	(9)	—	(131)	(20)	—	—	(151)
Equity gains (losses) from consolidated subsidiaries	(3)	5	—	(2)	—	(152)	(172)	324	—
Other income (expense), net	4	(12)	13	—	5	—	—	—	5
(Loss) income before income taxes	(127)	24	(27)	2	(128)	(172)	(172)	324	(148)
Income tax (expense) benefit	(25)	(20)	(25)	45	(25)	—	(2)	—	(27)
Net (loss) income	(152)	4	(52)	47	(153)	(172)	(174)	324	(175)
Less: loss attributable to noncontrolling interest	—	—	1	—	1	—	—	—	1
Net (loss) income attributable to Warner Music Group Corp.	\$ (152)	\$ 4	\$ (51)	\$ 47	\$ (152)	\$ (172)	\$ (174)	\$ 324	\$ (174)

**WARNER MUSIC GROUP CORP.**  
**Supplementary Information—(Continued)**

**Consolidating Statement of Comprehensive Income**  
**For The Fiscal Year Ended September 30, 2013 (Successor)**

	WMG Acquisition Corp. (issuer)	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	WMG Acquisition Corp. Consolidated	WMG Holdings Corp. (issuer)	Warner Music Group Corp.	Eliminations	Warner Music Group Corp. Consolidated
	(in millions)								
Net (loss) income	\$ (176)	\$ (15)	\$ (4)	\$ 23	\$ (172)	\$ (198)	\$ (198)	\$ 374	\$ (194)
Other comprehensive income, net of tax:									
Foreign currency translation adjustment	(3)	—	(3)	3	(3)	(3)	(3)	6	(3)
Minimum Pension Liability	2	—	2	(2)	2	2	2	(4)	2
Deferred gains (losses) on derivative financial instruments	(1)	—	(1)	1	(1)	(1)	(1)	2	(1)
Other comprehensive income, net of tax:	(2)	—	(2)	2	(2)	(2)	(2)	4	(2)
Total comprehensive (loss) income	(178)	(15)	(6)	25	(174)	(200)	(200)	378	(196)
Comprehensive loss attributable to noncontrolling interest	—	—	(4)	—	(4)	—	—	—	(4)
Comprehensive (loss) income attributable to Warner Music Group Corp.	\$ (178)	\$ (15)	\$ (10)	\$ 25	\$ (178)	\$ (200)	\$ (200)	\$ 378	\$ (200)

**WARNER MUSIC GROUP CORP.**  
**Supplementary Information—(Continued)**

**Consolidating Statement of Comprehensive Income**  
**For The Fiscal Year Ended September 30, 2012 (Successor)**

	WMG Acquisition Corp. (issuer)	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	WMG Acquisition Corp. Consolidated	WMG Holdings Corp. (issuer)	Warner Music Group Corp.	Eliminations	Warner Music Group Corp. Consolidated
	(in millions)								
Net (loss) income	\$ (90)	\$ 64	\$ 59	\$ (120)	\$ (87)	\$ (112)	\$ (112)	\$ 202	\$ (109)
Other comprehensive income, net of tax:									
Foreign currency translation adjustment	(19)		(19)	19	(19)	(19)	(19)	38	(19)
Minimum Pension Liability	(7)		(7)	7	(7)	(7)	(7)	14	(7)
Deferred gains on derivative financial instruments	—	—	—	—	—	—	—	—	—
Other comprehensive income, net of tax:	(26)	—	(26)	26	(26)	(26)	(26)	52	(26)
Total comprehensive (loss) income	(116)	64	33	(94)	(113)	(138)	(138)	254	(135)
Comprehensive loss attributable to noncontrolling interest	—	—	(3)	—	(3)	—	—	—	(3)
Comprehensive (loss) income attributable to Warner Music Group Corp.	\$ (116)	\$ 64	\$ 30	\$ (94)	\$ (116)	\$ (138)	\$ (138)	\$ 254	\$ (138)

**WARNER MUSIC GROUP CORP.**  
**Supplementary Information—(Continued)**

**Consolidating Statement of Comprehensive Income**  
**For The Period from July 20, 2011 to September 30, 2011 (Successor)**

	WMG Acquisition Corp. (issuer)	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	WMG Acquisition Corp. Consolidated	WMG Holdings Corp. (issuer)	Warner Music Group Corp.	Eliminations	Warner Music Group Corp. Consolidated
	(in millions)								
Net (loss) income	\$ (18)	\$ 19	\$ 16	\$ (35)	\$ (18)	\$ (31)	\$ (31)	\$ 49	\$ (31)
Other comprehensive income, net of tax:									
Foreign currency translation adjustment	(35)	—	(35)	35	(35)	(35)	(35)	70	(35)
Minimum Pension Liability	1	—	1	(1)	1	1	1	(2)	1
Deferred gains on derivative financial instruments	1	1	—	(1)	1	1	1	(2)	1
Other comprehensive income, net of tax:	(33)	1	(34)	33	(33)	(33)	(33)	66	(33)
Total comprehensive (loss) income	(51)	20	(18)	(2)	(51)	(64)	(64)	115	(64)
Comprehensive loss attributable to noncontrolling interest	—	—	—	—	—	—	—	—	—
Comprehensive (loss) income attributable to Warner Music Group Corp.	\$ (51)	\$ 20	\$ (18)	\$ (2)	\$ (51)	\$ (64)	\$ (64)	\$ 115	\$ (64)

**WARNER MUSIC GROUP CORP.**  
**Supplementary Information—(Continued)**

**Consolidating Statement of Comprehensive Income**  
**For The Period from October 1, 2010 to July 19, 2011 (Predecessor)**

	WMG Acquisition Corp. (issuer)	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	WMG Acquisition Corp. Consolidated	WMG Holdings Corp. (issuer)	Warner Music Group Corp.	Eliminations	Warner Music Group Corp. Consolidated
	(in millions)								
Net (loss) income	\$ (152)	\$ 4	\$ (52)	\$ 47	\$ (153)	\$ (172)	\$ (174)	\$ 324	\$ (175)
Other comprehensive income, net of tax:									
Foreign currency translation adjustment	9	—	9	(9)	9	9	9	(18)	9
Deferred gains on derivative financial instruments	2	2	—	(2)	2	2	2	(4)	2
Other comprehensive income, net of tax:	11	2	9	(11)	11	11	11	(22)	11
Total comprehensive (loss) income	(141)	6	(43)	36	(142)	(161)	(163)	302	(164)
Comprehensive loss attributable to noncontrolling interest	—	—	1	—	1	—	—	—	1
Comprehensive (loss) income attributable to Warner Music Group Corp.	<u>\$ (141)</u>	<u>\$ 6</u>	<u>\$ (42)</u>	<u>\$ 36</u>	<u>\$ (141)</u>	<u>\$ (161)</u>	<u>\$ (163)</u>	<u>\$ 302</u>	<u>\$ (163)</u>

**WARNER MUSIC GROUP CORP.**  
**Supplementary Information—(Continued)**  
**Consolidating Statement of Cash Flows**  
**For The Fiscal Year Ended September 30, 2013 (Successor)**

	WMG Acquisition Corp. (issuer)	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	WMG Acquisition Corp. Consolidated	WMG Holdings Corp. (issuer)	Warner Music Group Corp.	Eliminations	Warner Music Group Corp. Consolidated
(in millions)									
<b>Cash flows from operating activities:</b>									
Net (loss) income	(176)	\$ (15)	\$ (4)	\$ 23	\$ (172)	\$ (198)	\$ (198)	\$ 374	\$ (194)
Adjustments to reconcile net (loss) income to net cash used in operating activities:									
Loss on extinguishment of debt	85	—	—	—	85	—	—	—	85
Depreciation and amortization	—	155	103	—	258	—	—	—	258
Deferred income taxes	—	—	(73)	—	(73)	—	—	—	(73)
Non-cash interest expense	11	—	—	—	11	2	—	—	13
Non-cash share-based compensation expense	—	19	—	—	19	—	—	—	19
Equity losses (gains), including distributions	11	50	—	(58)	3	176	198	(374)	3
Changes in operating assets and liabilities:									
Accounts receivable	—	(28)	13	—	(15)	—	—	—	(15)
Inventories	—	—	(5)	—	(5)	—	—	—	(5)
Royalty advances	—	(18)	17	—	(1)	—	—	—	(1)
Accounts payable and accrued liabilities	—	64	(37)	46	73	—	—	—	73
Royalty payables	—	(22)	28	—	6	—	—	—	6
Accrued interest	(14)	—	—	—	(14)	—	—	—	(14)
Other current balance sheet changes	15	42	(49)	(3)	5	—	—	—	5
Other noncurrent balance sheet changes	(7)	(24)	38	(8)	(1)	—	—	—	(1)
Net cash (used in) provided by operating activities	(75)	223	31	—	179	(20)	—	—	159
<b>Cash flows from investing activities:</b>									
Investments and acquisitions of businesses	(719)	(9)	(9)	—	(737)	—	—	—	(737)
Acquisition of publishing rights	—	(33)	(4)	—	(37)	—	—	—	(37)
Capital expenditures	—	(25)	(9)	—	(34)	—	—	—	(34)
Advances to issuer	245	—	—	(245)	—	—	—	—	—
Net cash provided by (used in) investing activities	(474)	(67)	(22)	(245)	(808)	—	—	—	(808)
<b>Cash flows from financing activities:</b>									
Distribution to noncontrolling interest holder	—	—	(4)	—	(4)	—	—	—	(4)
Dividend by Acquisition Corp to Holdings Corp	(12)	—	—	—	(12)	12	—	—	—
Change in due to (from) to issuer	—	(245)	—	245	—	—	—	—	—
Repayment of Acquisition Corp 9.5% Senior Subordinated Notes	(1,250)	—	—	—	(1,250)	—	—	—	(1,250)
Proceeds from issuance of Acquisition Corp 6.00% Senior Secured Notes	500	—	—	—	500	—	—	—	500
Repayment of Acquisition Corp 6.00% Senior Secured Notes	(50)	—	—	—	(50)	—	—	—	(50)
Proceeds from issuance of Acquisition Corp 6.25% Senior Secured Notes	227	—	—	—	227	—	—	—	227
Repayment of Acquisition Corp 6.25% Senior Secured Notes	(23)	—	—	—	(23)	—	—	—	(23)
Proceeds from Acquisition Corp Term Loan Facility, net	1,412	—	—	—	1,412	—	—	—	1,412
Repayment of Term Loan	(110)	—	—	—	(110)	—	—	—	(110)
Proceeds from draw down of the Revolving Credit Facility	136	—	—	—	136	—	—	—	136
Repayment of the Revolving Credit Facility	(136)	—	—	—	(136)	—	—	—	(136)
Financing costs paid	(129)	—	—	—	(129)	—	—	—	(129)
Deferred financing costs paid	(60)	—	—	—	(60)	(2)	—	—	(62)
Net cash (used in) provided by financing activities	505	(245)	(4)	245	501	10	—	—	511
Effect of foreign currency exchange rate changes on cash	—	—	(9)	—	(9)	—	—	—	(9)
Net (decrease) increase in cash and equivalents	(44)	(89)	(4)	—	(137)	(10)	—	—	(147)
Cash and equivalents at beginning of period	44	105	143	—	292	10	—	—	302
Cash and equivalents at end of period	\$ —	\$ 16	\$ 139	\$ —	\$ 155	\$ —	\$ —	\$ —	\$ 155

**WARNER MUSIC GROUP CORP.**  
**Supplementary Information—(Continued)**  
**Consolidating Statement of Cash Flows**  
**For The Fiscal Year Ended September 30, 2012 (Successor)**

	WMG Acquisition Corp.	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	WMG Acquisition Corp. Consolidated	WMG Holdings Corp. (issuer)	Warner Music Group Corp.	Eliminations	Warner Music Group Corp. Consolidated
(in millions)									
<b>Cash flows from operating activities:</b>									
Net (loss) income	\$ (90)	\$ 64	\$ 59	\$ (120)	\$ (87)	\$ (112)	\$ (112)	\$ 202	\$ (109)
Adjustments to reconcile net (loss) income to net cash provided by (used in) operating activities:									
Depreciation and amortization	—	154	90	—	244	—	—	—	244
Deferred income taxes	—	—	(26)	—	(26)	—	—	—	(26)
Non-cash interest expense	(3)	—	—	—	(3)	1	—	—	(2)
Other non-cash adjustments	—	(2)	—	—	(2)	—	—	—	(2)
Equity in the income of consolidated subsidiaries	(107)	(35)	—	142	—	90	112	(202)	—
Changes in operating assets and liabilities:									
Accounts receivable	8	22	(46)	—	(16)	—	—	—	(16)
Inventories	—	1	—	—	1	—	—	—	1
Royalty advances	—	37	10	—	47	—	—	—	47
Accounts payable and accrued liabilities	—	42	26	(29)	39	—	—	—	39
Royalty payables	—	4	18	—	22	—	—	—	22
Accrued interest	28	—	—	—	28	6	—	—	34
Other current balance sheet changes	(6)	33	(38)	4	(7)	—	—	—	(7)
Other noncurrent balance sheet changes	5	(25)	7	3	(10)	—	(6)	—	(16)
Net cash provided by (used in) operating activities	(165)	295	100	—	230	(15)	(6)	—	209
<b>Cash flows from investing activities:</b>									
Capital expenditures	—	(22)	(10)	—	(32)	—	—	—	(32)
Acquisition of publishing rights	—	(24)	(8)	—	(32)	—	—	—	(32)
Investments and acquisitions of businesses, net of cash acquired									
Proceeds from the sale of music catalog	—	2	—	—	2	—	—	—	2
Proceeds from the sale of building	—	12	—	—	12	—	—	—	12
Advances to issuer	192	—	—	(192)	—	—	—	—	—
Net cash provided by (used in) investing activities	192	(32)	(26)	(192)	(58)	—	—	—	(58)
<b>Cash flows from financing activities:</b>									
Dividend by Holdings Corp to Parent	—	—	—	—	—	(6)	6	—	—
Dividend by Acquisition Corp to Holdings Corp	—	(27)	—	—	(27)	27	—	—	—
Distribution to noncontrolling interest holders	—	—	(3)	—	(3)	—	—	—	(3)
Change in due/(from) issuer	—	(192)	—	192	—	—	—	—	—
Net cash (used in) provided by financing activities	—	(219)	(3)	192	(30)	21	6	—	(3)
Effect of foreign currency exchange rate changes on cash									
Net increase (decrease) in cash and equivalents	27	44	71	—	142	6	—	—	148
Cash and equivalents at beginning of period	17	61	72	—	150	4	—	—	154
Cash and equivalents at end of period	\$ 44	\$ 105	\$ 143	\$ —	\$ 292	\$ 10	\$ —	\$ —	\$ 302

**WARNER MUSIC GROUP CORP.**  
**Supplementary Information—(Continued)**

**Consolidating Statement of Cash Flows**  
**For The Period from July 20, 2011 to September 30, 2011 (Successor)**

	WMG Acquisition Corp.	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	WMG Acquisition Corp. Consolidated	WMG Holdings Corp. (issuer)	Warner Music Group Corp.	Eliminations	Warner Music Group Corp. Consolidated
(in millions)									
<b>Cash flows from operating activities:</b>									
Net (loss) income	\$ (18)	\$ 19	\$ 16	\$ (35)	\$ (18)	\$ (31)	\$ (31)	\$ 49	\$ (31)
Adjustments to reconcile net (loss) income to net cash (used in) provided by operating activities:									
Depreciation and amortization	—	27	20	—	47	—	—	—	47
Deferred income taxes	—	—	(2)	—	(2)	—	—	—	(2)
Non-cash interest expense	1	—	—	—	1	1	—	—	2
Equity losses (gains) from consolidated subsidiaries	(33)	(5)	—	38	—	18	31	(49)	—
Changes in operating assets and liabilities:									
Accounts receivable	—	(40)	(28)	—	(68)	—	—	—	(68)
Inventories	—	(1)	(1)	—	(2)	—	—	—	(2)
Royalty advances	—	11	15	—	26	—	—	—	26
Accounts payable and accrued liabilities	—	2	2.5	2	29	—	—	—	29
Royalties payable	—	(6)	(67)	—	(73)	—	—	—	(73)
Accrued interest	29	—	—	—	29	1	—	—	30
Other current balance sheet changes	2	3	3	—	8	—	—	—	8
Other noncurrent balance sheet changes	(7)	41	(4)	(5)	2.5	4	(59)	—	(30)
Net cash (used in) provided by operating activities	(26)	51	(23)	—	2	(7)	(59)	—	(64)
<b>Cash flows from investing activities:</b>									
Purchase of Predecessor	—	(50)	—	—	(50)	—	(1,228)	—	(1,278)
Capital expenditures	—	(7)	(4)	—	(11)	—	—	—	(11)
Acquisition of publishing rights	—	(3)	—	—	(3)	—	—	—	(3)
Advance to consolidated subsidiary	—	173	—	(173)	—	—	—	—	—
Net cash used in investing activities	—	113	(4)	(173)	(64)	—	(1,228)	—	(1,292)
<b>Cash flows from financing activities:</b>									
Capital Contribution from Parent	—	—	—	—	—	—	1,099	—	1,099
Capital Contribution by Parent to Holdings	—	—	—	—	—	127	(127)	—	—
Dividend by Holding Corp. to Parent	—	—	—	—	—	(160)	160	—	—
Dividend by Acquisition to Holdings Corp.	—	(160)	—	—	(160)	160	—	—	—
Financing costs paid	(62)	—	—	—	(62)	(8)	—	—	(70)
Proceeds from the issuance of Acquisition Corp. Senior Unsecured Notes	747	—	—	—	747	—	—	—	747
Proceeds from the issuance of Acquisition Corp. Senior Secured Notes	157	—	—	—	157	—	—	—	157
Proceeds from the issuance of Holdings Corp. Senior Notes	—	—	—	—	—	150	—	—	150
Repayment of Holdings Senior Discount Notes	—	—	—	—	—	(258)	—	—	(258)
Repayment of Acquisition Corp. Senior Subordinate Notes	(626)	—	—	—	(626)	—	—	—	(626)
Change in due/(from) issuer	(173)	—	—	173	—	—	—	—	—
Net cash provided by (used in) financing activities	43	(160)	—	173	56	11	1,132	—	1,199
Effect of foreign currency exchange rate changes on cash	—	—	(8)	—	(8)	—	—	—	(8)
Net increase (decrease) in cash and equivalents	17	4	(35)	—	(14)	4	(155)	—	(165)
Cash and equivalents at beginning of period	—	57	107	—	164	—	155	—	319
Cash and equivalents at end of period	\$ 17	\$ 61	\$ 72	\$ —	\$ 150	\$ 4	\$ —	\$ —	\$ 154

**WARNER MUSIC GROUP CORP.**  
**Supplementary Information—(Continued)**

**Consolidating Statement of Cash Flows**  
**For The Period from October 1, 2010 to July 19, 2011 (Predecessor)**

	WMG Acquisition Corp.	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	WMG Acquisition Corp. Consolidated	WMG Holdings Corp. (issuer)	Warner Music Group Corp.	Eliminations	Warner Music Group Corp. Consolidated
(in millions)									
<b>Cash flows from operating activities:</b>									
Net (loss) income	\$ (152)	\$ 4	\$ (52)	\$ 47	\$ (153)	\$ (172)	\$ (174)	\$ 324	\$ (175)
Adjustments to reconcile net (loss) income to net cash (used in) provided by operating activities:									
Depreciation and amortization	—	121	90	—	211	—	—	—	211
Deferred income taxes	—	—	(15)	—	(15)	—	—	—	(15)
Non-cash interest expense	8	1	—	—	9	—	—	—	9
Non-cash, share-based compensation expense	—	24	—	—	24	—	—	—	24
Equity (gains) losses from consolidated subsidiaries	3	(5)	—	2	—	152	172	(324)	—
Other non-cash adjustments	—	(2)	—	—	(2)	—	—	—	(2)
Changes in operating assets and liabilities:									
Accounts receivable	(7)	41	85	—	119	—	—	—	119
Inventories	—	4	6	—	10	—	—	—	10
Royalty advances	—	(12)	(4)	—	(16)	—	—	—	(16)
Accounts payable and accrued liabilities	—	(52)	(40)	(55)	(147)	—	—	—	(147)
Royalties payable	—	(28)	32	—	4	—	—	—	4
Accrued interest	(31)	—	—	—	(31)	(3)	—	—	(34)
Other current balance sheet changes	—	15	(2)	—	13	—	—	—	13
Other noncurrent balance sheet changes	13	36	(45)	6	10	23	(22)	—	11
Net cash (used in) provided by operating activities	(166)	147	55	—	36	—	(24)	—	12
<b>Cash flows from investing activities:</b>									
Capital expenditures	—	(26)	(11)	—	(37)	—	—	—	(37)
Acquisition of publishing rights	—	(40)	(19)	—	(59)	—	—	—	(59)
Investments and acquisitions of businesses, net of cash acquired	—	—	(59)	—	(59)	—	—	—	(59)
Advances to issuer	166	—	—	(166)	—	—	—	—	—
Net cash used in investing activities	166	(66)	(89)	(166)	(155)	—	—	—	(155)
<b>Cash flows from financing activities:</b>									
Proceeds from exercise of Predecessor stock options	—	3	—	—	3	—	3	—	6
Distributions to noncontrolling interest holders	—	—	(1)	—	(1)	—	—	—	(1)
Change in due/(from) issuer	—	(166)	—	166	—	—	—	—	—
Net cash provided by (used in) financing activities	—	(163)	(1)	166	2	—	3	—	5
Effect of foreign currency exchange rate changes on cash	—	—	18	—	18	—	—	—	18
Net decrease in cash and equivalents	—	(82)	(17)	—	(99)	—	(21)	—	(120)
Cash and equivalents at beginning of period	—	139	124	—	263	—	176	—	439
Cash and equivalents at end of period	\$ —	\$ 57	\$ 107	\$ —	\$ 164	\$ —	\$ 155	\$ —	\$ 319

**WARNER MUSIC GROUP CORP.**  
**Schedule II — Valuation and Qualifying Accounts**

<u>Description</u>	<u>Balance at Beginning of Period</u>	<u>Additions Charged to Cost and Expenses</u>	<u>Deductions</u>	<u>Balance at End of Period</u>
(in millions)				
<b>Fiscal Year Ended September 30, 2013 (Successor)</b>				
Allowance for doubtful accounts	\$ 5	\$ 3	\$ (6)	\$ 2
Reserves for sales returns and allowances	58	166	(171)	53
Allowance for deferred tax asset	244	53	(1)	296
<b>Fiscal Year Ended September 30, 2012 (Successor)</b>				
Allowance for doubtful accounts	\$ —	\$ 9	\$ (4)	\$ 5
Reserves for sales returns and allowances	40	185	(167)	58
Allowance for deferred tax asset	190	55	(1)	244
<b>For The Period from July 20, 2011 to September 30, 2011 (Successor)</b>				
Allowance for doubtful accounts (a)	\$ —	\$ 2	\$ (2)	\$ —
Reserves for sales returns and allowances (a)	—	49	(9)	40
Allowance for deferred tax asset (a)	—	190	—	190
<b>For The Period from October 1, 2010 to July 19, 2011 (Predecessor)</b>				
Allowance for doubtful accounts	\$ 20	\$ 3	\$ (5)	\$ 18
Reserves for sales returns and allowances	87	147	(178)	56
Allowance for deferred tax asset	489	61	(17)	533

(a) In purchase accounting, we adjusted our accounts and notes receivable and deferred tax assets to fair value resulting in the elimination of historical allowances for doubtful accounts, reserves for sales returns and allowances and allowances for deferred tax assets.

**ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

**ITEM 9A. CONTROLS AND PROCEDURES**

*Certification*

The certifications of the principal executive officer and the principal financial officer (or persons performing similar functions) required by Rules 13a-14(a) and 15d-14(a) of the Securities Exchange Act of 1934, as amended (the “Certifications”) are filed as exhibits to this report. This section of the report contains the information concerning the evaluation of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) (“Disclosure Controls”) and changes to internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) (“Internal Controls”) referred to in the Certifications and this information should be read in conjunction with the Certifications for a more complete understanding of the topics presented.

*Introduction*

The Securities and Exchange Commission’s rules define “disclosure controls and procedures” as controls and procedures that are designed to ensure that information required to be disclosed by public companies in the reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by public companies in the reports that they file or submit under the Exchange Act is accumulated and communicated to a company’s management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

The Securities and Exchange Commission’s rules define “internal control over financial reporting” as a process designed by, or under the supervision of, a public company’s principal executive and principal financial officers, or persons performing similar functions, and effected by our board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles, or U.S. GAAP, including those policies and procedures that: (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the Company, (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. GAAP, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on the financial statements.

Our management, including the principal executive officer and principal financial officer, does not expect that our Disclosure Controls or Internal Controls will prevent or detect all error and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Because of the limitations in any and all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within our company have been detected. Further, the design of any control system is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Because of these inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected even when effective Disclosure Controls and Internal Controls are in place.

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*Evaluation of Disclosure Controls and Procedures*

Based on our management's evaluation (with the participation of our principal executive officer and principal financial officer), as of the end of the period covered by this report, our principal executive officer and principal financial officer have concluded that our Disclosure Controls are effective to provide reasonable assurance that information required to be disclosed by us in reports that we file or submit under the Exchange Act will be recorded, processed, summarized and reported within the time periods specified in SEC rules and forms, including that such information is accumulated and communicated to management, including the principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure.

*Changes in Internal Control over Financial Reporting*

There have been no changes in our Internal Controls over financial reporting or other factors during the quarter ended September 30, 2013 that have materially affected, or are reasonably likely to materially affect, our Internal Controls.

*Management's Report on Internal Control Over Financial Reporting*

Management's report on internal control over financial reporting is located on page 97 of this report.

**ITEM 9B. OTHER INFORMATION**

Not Applicable

**PART III**

**ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

The following is a list of our current executive officers and directors, their ages as of December 12, 2013, and their positions and offices.

<u>Name</u>	<u>Age</u>	<u>Position</u>
Stephen Cooper	67	CEO and Director
Cameron Strang	47	Chairman and CEO, WBR, WCM & Rhino and Director
Mark Ansorge	50	Executive Vice President, Human Resources and Chief Compliance Officer
Stephen Bryan	43	Executive Vice President of Digital Strategy and Business Development
Brian Roberts	50	Executive Vice President and Chief Financial Officer
Paul M. Robinson	55	Executive Vice President and General Counsel and Secretary
Rob S. Wiesenthal	47	Chief Operating Officer/Corporate
Len Blavatnik	56	Vice Chairman of the Board
Lincoln Benet	50	Director
Alex Blavatnik	49	Director
Thomas H. Lee	69	Director
Jörg Mohaupt	47	Director
Donald A. Wagner	50	Director

Our executive officers are appointed by, and serve at the discretion of, the Board of Directors. Each executive officer is an employee of the Company or one of its subsidiaries. The following information provides a brief description of the business experience of each of our executive officers and directors.

*Stephen Cooper, 67*, has served as a director since July 20, 2011 and as our CEO since August 18, 2011. Previously, Mr. Cooper was our Chairman of the Board from July 20, 2011 to August 18, 2011. Mr. Cooper is a member of the Supervisory Board of Directors for LyondellBasell, one of the world's largest olefins, polyolefins, chemicals and refining companies. Mr. Cooper is an advisor at Zolfo Cooper, a leading financial advisory and interim management firm, of which he was a co-founder and former Chairman. He has more than 30 years of experience as a financial advisor, and has served as Vice Chairman and member of the office of Chief Executive Officer of Metro-Goldwyn-Mayer, Inc.; Chief Executive Officer of Hawaiian Telcom; Executive Chairman of Blue Bird Corporation; Chairman of the Board of Collins & Aikman Corporation; Chief Executive Officer of Krispy Kreme Doughnuts; and Chief Executive Officer and Chief Restructuring Officer of Enron Corporation. Mr. Cooper also served on the supervisory board as Vice Chairman and served as the Chairman of the Restructuring Committee of LyondellBasell Industries AF S.C.A.

*Cameron Strang, 47*, has served as a director since July 20, 2011 and as our CEO, Warner/Chappell Music since January 4, 2011. Mr. Strang assumed the additional role of Warner/Chappell's Chairman on July 1, 2011. In addition, Mr. Strang assumed the additional roles of CEO and Chairman of Warner Bros. Records and Rhino in November 2012. Previously, Mr. Strang was the founder of New West Records and of Southside Independent Music Publishing, which was acquired by Warner/Chappell in 2010. Prior to being acquired by Warner/Chappell, Southside was a leading independent music publishing company with a reputation for discovering and developing numerous talented writers, producers and artists across a wide range of genres. Southside was founded with the signing of J.R. Rotem and, in just six years, built a roster that included Elektra Records' recording artist, Bruno Mars; producer, Brody Brown; Nashville-based writers, Ashley Gorley and Blair Daly; Christian music star, Matthew West; and Kings of Leon. Mr. Strang also co-founded DMZ Records, a joint venture record label. Mr. Strang holds a bachelor of commerce degree from the University of British Columbia and a J.D. from British Columbia Law School.

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*Mark Ansorge*, 50, has served as our Executive Vice President, Human Resources and Chief Compliance Officer since August 2008. He was previously Warner Music Group's Senior Vice President and Deputy General Counsel and Chief Compliance Officer and has held various other positions within the legal department since joining the Company in 1992. Since the Company's initial public offering in 2005, Mr. Ansorge has also served as Warner Music Group's Chief Compliance Officer. Prior to joining Warner Music Group he practiced law as an associate at Winthrop, Stimson, Putnam & Roberts (now known as Pillsbury Winthrop Shaw Pittman LLP). Mr. Ansorge holds a bachelor of science degree from Cornell University's School of Industrial and Labor Relations and a J.D. from Boston University School of Law. Mr. Ansorge's employment with the Company will terminate in December 2013.

*Stephen Bryan*, 43, has served as our Executive Vice President of Digital Strategy and Business Development since October 2011. He was previously Warner Music Group's Senior Vice President of Strategy and Business Development and has held various positions at Warner Music Group since joining the Company in 1997. Prior to joining Warner Music Group, Mr. Bryan held positions at Reader's Digest Association and The New York Times Company. Mr. Bryan has a B.A. from Vanderbilt University and received his M.B.A. from The Wharton School.

*Brian Roberts*, 50, has served as our Executive Vice President and Chief Financial Officer since December 2011. Prior to taking his current role, Mr. Roberts served as Senior Vice President and CFO of Warner/Chappell Music, a position he held since 2007. Prior to joining Warner/Chappell, Mr. Roberts served for five years as BMG Music Publishing's Senior Vice President, Finance & Administration of North and South America. Mr. Roberts holds a B.S. degree in Accounting from Manhattan College and is a Certified Public Accountant in New York.

*Paul M. Robinson*, 55, has served as our Executive Vice President and General Counsel and Secretary since December 2006. Mr. Robinson joined Warner Music Group's legal department in 1995. From 1995 to December 2006, Mr. Robinson held various positions with Warner Music Group, including Acting General Counsel and Senior Vice President, Deputy General Counsel. Before joining Warner Music Group, Mr. Robinson was a partner in the New York City law firm Mayer, Katz, Baker, Leibowitz & Roberts. Mr. Robinson has a B.A. in English from Williams College and a J.D. from Fordham University School of Law.

*Rob S. Wiesenthal*, 47, has served as our Chief Operating Officer/Corporate since January 2013. In January 2013, Mr. Wiesenthal joined the Company from Sony Corporation, where he served in various leadership roles including Executive Vice President & Chief Financial Officer of Sony Corporation of America; Executive Vice President, Chief Strategy Officer, Sony Entertainment Inc.; and Group Executive, Sony Corporation. He was also a member of Sony Pictures Entertainment's Operating Committee and sat on the Board of Directors for Sony Music Entertainment and Sony Ericsson. He was responsible for all financial aspects of Sony Corporation of America across its entertainment companies, and led Sony's corporate development and mergers and acquisitions efforts including the transaction to buy Bertelsmann out of its stake in Sony Music Entertainment's recorded music joint venture in 2008. Prior to joining Sony in 2000, he was Managing Director and Head of Entertainment & Digital Media, Investment Banking for Credit Suisse First Boston. He also serves on the Board of Directors for Entercom Communications Corp. and TripAdvisor Inc. and is a mentor at TechStars, a digital startup accelerator. Mr. Wiesenthal graduated from the University of Rochester, receiving a B.A. degree cum laude in Political Science in 1988.

*Len Blavatnik*, 56, has served as a director and as Vice Chairman of the Board of Warner Music Group since July 20, 2011. Mr. Blavatnik is the founder and Chairman of Access, a privately held, U.S. industrial group with strategic investments in the U.S., Europe and South America. Mr. Blavatnik is a director of numerous companies in the Access portfolio, including UC RUSAL. He previously served as a member of the board of directors of Warner Music Group from March 2004 to January 2008. Mr. Blavatnik provides financial support to and remains engaged in many educational pursuits, recently committing £75 million to establish the Blavatnik School of Government at the University of Oxford. He is a member of academic boards at Cambridge University and Tel Aviv University, and is a member of Harvard University's Committee on University Resources. Mr. Blavatnik

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and the Blavatnik Family Foundation have also been generous supporters of leading cultural and charitable institutions throughout the world. Mr. Blavatnik is a member of the board of directors of the 92nd Street Y in New York, The White Nights Foundation of America and The Center for Jewish History in New York. He is also a member of the Board of Governors of The New York Academy of Sciences and a Trustee of the State Hermitage Museum in St. Petersburg, Russia. Mr. Blavatnik emigrated to the U.S. in 1978 and became a U.S. citizen in 1984. He received his Master's degree from Columbia University in 1981 and his MBA from Harvard Business School in 1989. Mr. Blavatnik is the brother of Alex Blavatnik.

*Lincoln Benet, 50*, has served as a director since July 20, 2011. Mr. Benet is the Chief Executive Officer of Access. Prior to joining Access in 2006, Mr. Benet spent 17 years at Morgan Stanley, most recently as a Managing Director. His experience spanned corporate finance, mergers and acquisitions, fixed income and capital markets. Mr. Benet is a member of the boards of Acision, Boomerang Tube and Clal Industries Ltd. Mr. Benet graduated summa cum laude with a B.A. in Economics from Yale University and received his M.B.A. from Harvard Business School.

*Alex Blavatnik, 49*, has served as a director since July 20, 2011. Mr. Blavatnik is an Executive Vice President and Deputy Chairman of Access. A 1993 graduate of Columbia Business School, Mr. Blavatnik joined Access in 1996 to manage the company's growing activities in Russia. Currently, he oversees Access' operations out of its New York-based headquarters and serves as a director of various companies in the Access global portfolio. In addition, Mr. Blavatnik is engaged in numerous philanthropic pursuits and sits on the boards of several educational and charitable institutions. Mr. Blavatnik is the brother of Len Blavatnik.

*Thomas H. Lee, 69*, has served as a director since August 17, 2011. Mr. Lee had previously served as our director from March 4, 2004 to July 20, 2011. He is Chairman and CEO of Thomas H. Lee Capital, LLC, Thomas H. Lee Capital Management, LLC and Lee Equity Partners, LLC. Thomas H. Lee Capital Management, LLC manages the Blue Star I, LLC fund of hedge funds. Lee Equity Partners, LLC is engaged in the private equity business in New York City. In 1974, Mr. Lee founded the Thomas H. Lee Company, the predecessor of Thomas H. Lee Partners, L.P., and from that time until March 2006 served as its Chairman and CEO. From 1966 through 1974, Mr. Lee was with First National Bank of Boston where he directed the bank's high technology lending group from 1968 to 1974 and became a Vice President in 1973. Prior to 1966, Mr. Lee was a securities analyst in the institutional research department of L.F. Rothschild in New York. Mr. Lee serves or has served, including during the past five years, as a director of numerous public and private companies in which he and his affiliates have invested, including MidCap Financial LLC, Papa Murphy's International, LLC and Edelman Financial Services, LLC. Mr. Lee is currently a Trustee of Lincoln Center for the Performing Arts, The Museum of Modern Art, NYU Medical Center and Whitney Museum of American Art among other civic and charitable organizations. He also serves on the Executive Committee for Harvard University's Committee on University Resources. Mr. Lee is a 1965 graduate of Harvard College.

*Jörg Mohaupt, 47*, has served as a director since July 20, 2011. Mr. Mohaupt has been associated with Access since May 2007, and is involved with Access' activities in the media and communications sector. Mr. Mohaupt was a managing director of Providence Equity Partners and a member of the London-based team responsible for Providence's European investment activities. Before joining Providence, in 2004, he co-founded and managed Continuum Group Limited, a communications services venture business. Prior to this, Mr. Mohaupt was an executive director at Morgan Stanley & Co. and Lehman Brothers in their respective media and telecommunications groups. Mr. Mohaupt serves on the boards of Audeze, Beats Music, Perform Group Plc, AINMT, Rebate Networks, Icon Entertainment International, RGE Group and Acision. Mr. Mohaupt graduated with a degree in history from Rijksuniversiteit Leiden (Netherlands) and a degree in Communications Science from Universiteit van Amsterdam.

*Donald A. Wagner, 50*, has served as a director since July 20, 2011. Mr. Wagner is a Managing Director of Access, having been with Access since 2010. He is responsible for sourcing and executing new investment opportunities in North America. From 2000 to 2009, Mr. Wagner was a Senior Managing Director of

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Ripplewood Holdings L.L.C., responsible for investments in several areas and heading the industry group focused on investments in basic industries. Previously, Mr. Wagner was a Managing Director of Lazard Freres & Co. LLC and had a 15-year career at that firm and its affiliates in New York and London. He is a board member of EP Energy and of Boomerang Tube and was on the board of NYSE-listed RSC Holdings from November 2006 until August 2009. Mr. Wagner graduated summa cum laude with an A.B. in physics from Harvard College.

**Board of Directors**

Our business and affairs are managed under the direction of our Board of Directors. Our Board of Directors currently consists of nine members. Under our amended and restated certificate of incorporation and by-laws, our Board of Directors shall consist of such number of directors as determined from time to time by resolution adopted by the Board. Our directors hold office until their successors have been elected and qualified or until the earlier of their resignation or removal.

When considering whether directors have the experience, qualifications, attributes or skills, taken as a whole, to enable the Board of Directors to satisfy its oversight responsibilities effectively in light of our business and structure, the Board of Directors focuses primarily on each person's background and experience as reflected in the information discussed in each of the directors' individual biographies set forth above. In the view of the Board of Directors, its directors provide an appropriate mix of experience and skills relevant to the size and nature of our business. In particular, each of our directors brings specific experience, qualifications, attributes and skills to our Board of Directors.

The directors affiliated with Access, Messrs. Len Blavatnik, Benet, Alex Blavatnik, Mohaupt and Wagner, each bring beneficial experience and attributes to our Board. Len Blavatnik has extensive experience advising companies, particularly as founder and Chairman of Access, in his role as a director of TNK-BP Limited and UC RUSAL, and as a former director of Warner Music Group Corp. Mr. Benet has extensive experience in corporate finance, mergers and acquisitions, fixed income and capital markets through his work at Morgan Stanley and Access. Alex Blavatnik has extensive experience advising companies, particularly as Deputy Chairman of Access and as a director of OGIP Ventures, Ltd. Mr. Mohaupt has served as a director of various companies and has extensive experience in corporate finance, mergers and acquisitions, fixed income and capital markets through his work at Providence Equity Partners, Morgan Stanley, Lehman Brothers and Access. Mr. Wagner has served as a director of various companies, including public companies, and has over 25 years of experience in investing, banking and private equity. In addition to their individual attributes, each of them possess experience in advising and managing publicly traded and privately held enterprises and is familiar with the corporate finance and strategic business planning activities that are unique to highly leveraged companies like us.

Mr. Cooper has more than 30 years of experience as a financial advisor, and has served as chairman or chief executive officer of various businesses, including Vice Chairman and member of the office of Chief Executive Officer of Metro-Goldwyn-Mayer, Inc. and Chief Executive Officer of Hawaiian Telcom.

Mr. Strang is actively involved in managing the day-to-day business of our company, providing him with intimate knowledge of our operations, and has significant experience and expertise with companies in our lines of business.

Mr. Lee has extensive experience advising and managing companies, serving as the Chairman and CEO of Thomas H. Lee Capital, LLC, Thomas H. Lee Capital Management, LLC and Lee Equity Partners, LLC and serving as or having served as a director of numerous public and private companies. Mr. Lee was also part of the investor group that acquired our Company from Time Warner in the 2004 Acquisition and was a director of the Company from March 2004 until July 2011, before subsequently rejoining the Board in August 2011, and has a detailed understanding of our Company.

Our board believes that the qualifications described above bring a broad set of complementary experience, coupled with a strong alignment with the interests of the stockholder of the Company, to the Board's discharge of its responsibilities.

## **Committees of the Board of Directors**

Following consummation of the Merger, we are a privately held company. As a result, we are no longer subject to any stock exchange listing or SEC rules requiring a majority of our Board of Directors to be independent or relating to the formation and functioning of the various Board committees. The Board of Directors of the Company has an Audit Committee as well as a Compensation Committee, both of which report to the Board of Directors as they deem appropriate, and as the Board may request. Affiliates of Access own 100% of our common stock and have the power to elect our directors. Thus the Board has determined that it is not necessary for us to have a Nominating Committee or a committee performing similar functions. The Board of Directors does not have a policy with regard to the consideration of any director candidates recommended by our debt holders or other parties.

The Audit Committee is responsible for overseeing the accounting and financial reporting processes of the Company and audits of the financial statements of the Company and its subsidiaries. The Audit Committee is responsible for assisting the Board's oversight of (a) the quality and integrity of the Company's financial statements and related disclosure; (b) the independent auditor's qualifications and independence; (c) the evaluation and management of the Company's financial risks; (d) the performance of the Company's internal audit function and independent auditor; and (e) the Company's compliance with legal and regulatory requirements. The Audit Committee's duties include, when appropriate, as permitted under applicable law, amending or supplementing the Company's Delegation of Authority Policy without the prior approval of the Board. The current members of the Company's audit committee are Messrs. Wagner, Benet and Lee. Mr. Wagner serves as the chairman of the committee. Messrs. Benet and Wagner qualify as "audit committee financial experts," as defined by Securities and Exchange Commission Rules, based on their education, experience and background.

The Compensation Committee discharges the responsibilities of the Board of Directors of the Company relating to all compensation, including equity compensation, of the Company's executives. The Compensation Committee has overall responsibility for evaluating and making recommendations to the Board regarding director and officer compensation, compensation under the Company's long-term incentive plans and other compensation policies and programs. The current members of the Company's Compensation Committee are Messrs. Benet, Lee, Mohaupt and Wagner and Len Blavatnik. Mr. Benet serves as the chairman of the committee.

## **Oversight of Risk Management**

On behalf of the Board of Directors, our Audit Committee is responsible for oversight of the Company's risk management and assessment guidelines and policies. The Company is exposed to a number of risks including financial risks, operational risks and risks relating to regulatory and legal compliance. The Audit Committee discusses with management and the independent auditors the Company's major financial risk exposures and the steps management has taken to monitor and control such exposures, including the guidelines and policies to govern the process by which risk assessment and risk management are undertaken. The Company's Chief Compliance Officer and Head of Internal Audit are responsible for the Company's risk management function and regularly work closely with the Company's senior executives to identify risks material to the Company. The Chief Compliance Officer reports to the Company's Compliance and Ethics Steering Committee, which is composed of the Company's General Counsel, Controller, Head of Internal Audit and other senior executives, and both the Chief Compliance Officer and the Head of Internal Audit report regularly to the Chief Financial Officer, the Chief Executive Officer and the Audit Committee regarding the Company's risk management policies and procedures. In that regard, the Company's Chief Compliance Officer regularly meets with the Compliance and Ethics Steering Committee and both the Chief Compliance Officer and Head of Internal Audit regularly meet with the Audit Committee to discuss the risks facing the Company, highlighting any new risks that may have arisen since they last met. The Audit Committee also reports to the Board of Directors on a regular basis to apprise them of their discussions with the Chief Compliance Officer and Head of Internal Audit

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regarding the Company's risk management efforts. In addition, the Board of Directors receives management updates on our business operations, financial results and strategy and, as appropriate, discusses and provides feedback with respect to risks related to those topics.

### **Section 16(a) Beneficial Ownership Reporting Compliance**

Subsequent to the consummation of the Merger, as the Company no longer has a class of securities registered pursuant to Section 12 of the Securities Exchange Act of 1934, none of its directors, officers or stockholders are subject to the reporting requirements of Section 16(a) of the Exchange Act.

### **Code of Conduct**

The Company has adopted a Code of Conduct as our "code of ethics" as defined by regulations promulgated under the Securities Act of 1933, as amended (the "Securities Act of 1933"), and the Securities Exchange Act of 1934 (and in accordance with the NYSE requirements for a "code of conduct"), which applies to all of the Company's directors, officers and employees, including our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions. A current copy of the Code of Conduct is available on the Company's website at [www.wmg.com](http://www.wmg.com) by clicking on "Investor Relations" and then on "Corporate Governance." A copy of the Code of Conduct may also be obtained free of charge, from the Company upon a request directed to Warner Music Group Corp., 75 Rockefeller Plaza, New York, NY 10019, Attention: Investor Relations. The Company will disclose within four business days any substantive changes in or waivers of the Code of Conduct granted to our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions, by posting such information on our website as set forth above rather than by filing a Form 8-K.

## **ITEM 11. EXECUTIVE COMPENSATION**

### **Compensation Discussion and Analysis**

This compensation discussion and analysis provides information about the material elements of compensation that are paid, awarded to, or earned by our "named executive officers," who consist of our principal executive officer, principal financial officer and our three other most highly compensated executive officers for fiscal year 2013. Our named executive officers ("NEOs") for fiscal year 2013 are:

- Stephen Cooper (our CEO);
- Brian Roberts (our CFO);
- Cameron Strang;
- Mark Ansorge; and
- Rob S. Wiesenthal.

### **Role of the Compensation Committee**

The Compensation Committee is responsible for overseeing our compensation programs. As part of that responsibility, the Compensation Committee determines all compensation for the Company's executive officers (other than our current CEO). For executive officers other than the CEO, the Compensation Committee considers the recommendation of the CEO and the Executive Vice President, Human Resources in making its compensation determinations. The Committee interacts regularly with management regarding our executive compensation initiatives and programs. The Compensation Committee has the authority to engage its own advisors and had done so prior to the consummation of the Merger. However, during fiscal year 2013, no independent compensation advisor provided any advice or recommendations on the amount or form of executive and director compensation to the Compensation Committee and since the consummation of the Merger, we have

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not retained a compensation consultant to assist in determining or recommending the amount or form of executive compensation. The Compensation Committee may elect in the future to retain a compensation consultant if it determines that doing so would assist it in implementing and maintaining our compensation programs.

Our executive team consists of individuals with extensive industry expertise, creative vision, strategic and operational skills, in-depth company knowledge, financial acumen and high ethical standards. We are committed to providing competitive compensation packages to ensure that we retain these executives and maintain and strengthen our position as a leading global music-based content company. Our executive compensation programs and the decisions made by the Compensation Committee are designed to achieve these goals. The compensation for the Company's NEOs (the executive officers for whom disclosure of compensation is provided in the tables below other than our current CEO) consists of base salary and annual bonuses. In addition, all of our NEOs have elected to participate in the Amended and Restated Warner Music Group Corp. Senior Management Free Cash Flow Plan (the "Plan"), our long-term incentive program. The NEOs do not receive any other compensation or benefits other than standard benefits available to all U.S. employees, which primarily consist of health plans, the opportunity to participate in the Company's 401(k) and deferred compensation plans, basic life insurance and accidental death insurance coverage.

In determining the compensation of the NEOs (other than our current CEO), the Compensation Committee seeks to establish a level of compensation that is (a) appropriate for the size and financial condition of the Company, (b) structured so as to attract and retain qualified executives and (c) tied to annual financial performance and long-term stockholder value creation.

Access has a consulting agreement with Mr. Cooper pursuant to which he receives \$166,667 a month and reimbursement of his related expenses in connection with his role as CEO of the Company. The Company reimburses Access for these amounts pursuant to the Management Agreement. The Company does not have any other employment arrangement with Mr. Cooper, but he participates in the Plan. The Company has entered into employment arrangements with each of our other Named Executive Officers, which establish each executive's base salary and their entitlement to a percentage of our annual free cash flow under the Plan.

#### **Executive Compensation Objectives and Philosophy**

We design our executive compensation programs to attract talented executives to join the Company and to motivate them to position us for long-term success, achieve superior operating results and increase stockholder value. To realize these objectives, the Compensation Committee and management focus on the following key factors when considering the amount and structure of the compensation arrangements for our executives:

- ***Alignment of executive and stockholder interests by providing incentives linked to operating performance and achievement of cash flow and strategic objectives.*** We are committed to creating stockholder value and believe that our executives and employees should be provided incentives through our compensation programs that align their interests with those of our stockholders. Accordingly, we provide our executives with annual cash bonus incentives linked to our operating performance. In addition, in 2013, we adopted the Plan, which, as described below, is an incentive compensation program that pays annual bonuses based on our free cash flow and offers participants the opportunity to share in appreciation of our common stock. For information on the components of our executive compensation programs and the reasons why each is used, see "Components of Executive Compensation" below.
- ***A clear link between an executive's compensation and firm-wide performance.*** All of our NEOs and many of our executives have elected to participate in the Plan. As further discussed below, the Plan, which is a significant part of our executive compensation program, is designed to reward our executives' contributions to our free cash flow and long-term value. For other executives, their

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compensation is designed to reward their achievement of specified key goals, which include, among other things, the successful implementation of strategic initiatives, realizing superior operating and financial performance, and other factors that we believe are important, such as the promotion of an ethical work environment and teamwork within the Company. We believe our compensation structure motivates our executives to achieve these goals and rewards them for their significant efforts and contributions to the Company and the results they achieve.

- ***The extremely competitive nature of the media and entertainment industry, and our need to attract and retain the most creative and talented industry leaders.*** We compete for talented executives in relatively high-priced markets, and the Compensation Committee takes this into consideration when making compensation decisions. For example, we compete for executives with other recorded music and music publishing companies, other entertainment, media and technology companies, law firms, private ventures, investment banks and many other companies that offer high levels of compensation. We believe that our senior management team is among the best in the industry and is the right team to lead us to long-term success. Our commitment to ensuring that we are led by the right executives is a high priority, and we make our compensation decisions accordingly.

## **Components of Executive Compensation**

### ***Employment Arrangements***

With the exception of Mr. Cooper as described above, we have employment arrangements or letters with all of our NEOs, the key terms of which are described below under “Summary of NEO Employment Arrangements.” We believe that having employment arrangements with our executives can be beneficial to us because it provides retentive value, requires them to comply with key restrictive covenants, and may give us some competitive advantage in the recruiting process over a company that does not offer employment arrangements. Our employment arrangements set forth the terms and conditions of employment and establish the components of an executive’s compensation, which generally include the following:

- Base salary;
- Participation in the free cash flow bonus pool of the Plan or a discretionary or target annual cash bonus;
- Severance payable upon a qualifying termination of employment; and
- Benefits, including participation in our 401(k) plan and health, life insurance and disability insurance plans.

In December 2012, in connection with their becoming participants in the Plan, Messrs. Roberts, Strang, Ansoorge and Wiesenthal entered into new simplified employment letters that replaced their pre-existing employment arrangements with the Company and its subsidiaries. In contrast to their pre-existing employment arrangements, these new employment letters provide for at-will employment (where permitted by applicable law) and that participation in the free cash flow bonus pool of the Plan is the participant’s only bonus entitlement from the Company and its subsidiaries in respect of 2013 and future years. In addition, the employment letter entered into by Messrs. Roberts, Strang, Ansoorge and Wiesenthal provided for annual salary equal to the participant’s then-current base salary (or, for Mr. Strang, an increase in annual salary to \$2,250,000), a right to participate in the Plan, a right to fringe benefits generally available to Company employees of a similar level and a right to a severance payment to the participant on his or her termination of employment by the Company without “cause” or by the participant for “good reason” (as such terms are defined in the employee letter).

### ***Key Considerations in Determining Executive Compensation***

The following describes the components of our NEO compensation arrangements and why each is included in our executive compensation programs.

## **Base Salary**

The cash base salary an NEO receives is determined by the Compensation Committee after considering the individual's compensation history, the range of salaries for similar positions, the individual's expertise and experience, and other factors the Compensation Committee believes are important, such as whether we are trying to attract the executive from another opportunity. The Compensation Committee believes it is appropriate for executives to receive a competitive level of guaranteed compensation in the form of base salary and determines the initial base salary by taking into account recommendations from management and, if deemed necessary, the Compensation Committee's independent compensation consultant.

Mr. Cooper was paid based on a consulting agreement with Access as described above in fiscal year 2013. Each of our other NEOs was paid base salary in accordance with the terms of their respective employment arrangement for fiscal year 2013. In fiscal year 2013, the Compensation Committee approved increases in Mr. Roberts' base salary to \$650,000 and Mr. Strang's base salary to \$2,250,000. We were also notified by Access that it had increased Mr. Cooper's base compensation for fiscal year 2013 to \$2,000,000. The Compensation Committee has approved an increase in Mr. Roberts' base salary to \$750,000 in 2014.

## **Annual Cash Bonus**

Our Compensation Committee directly links the amount of the annual cash bonuses we pay to our corporate financial performance for the particular year. Each of our NEOs has elected to participate in the annual free cash flow bonus pool in the Plan, as described below.

### ***Annual Free Cash Flow Bonus Pool***

All of our NEOs have elected to participate in the Plan, which is also a non-qualified deferred compensation plan that allows the participants to defer receipt of all or a portion of their annual bonuses until future dates prescribed by the Plan. The Plan became effective on January 1, 2013 and replaced for participating employees (other than the CEO to whom it was not applicable), their participation in our bonus plan based on OIBDA and other performance measures. Our Compensation Committee adopted the Plan to, among other reasons, reinforce a partnership culture with our executives, by allowing them to participate in our short-term performance (in the form of annual free cash flow bonuses) and long-term performance (in the form of deferred compensation that is indexed to the value of our common stock and with grants of Profits Interests, as described below under "Long-Term Incentives"). We believe it is important for our executives and shareholders to be motivated to work together towards shared financial and operational goals. In addition, our Compensation Committee considered that the Plan offers our executives the opportunity for tax-efficient wealth management creation based on our performance.

The Plan provides for the annual allocation of up to 7.5% of the Company's consolidated "free cash flow" to participating employees. For purposes of the Plan, "free cash flow" is defined as the Company's consolidated cash flow provided by operating activities determined in accordance with generally accepted accounting principles, less capital expenditures, cash paid or received for investments, working capital changes (meaning the change in current assets over current liabilities during the plan year), interest payments and cash taxes, and plus Access management fees. For any Plan year, the Compensation Committee may increase or decrease the amount of free cash flow to take into account material purchases or payments made by the Company, and may increase (such increase, an "added investment amount") the amount of free cash flow to take into account net cash paid for all or any portion of any investments and add back any other items deducted from consolidated cash flow as provided above. Each Plan participant is awarded a fixed percentage of this free cash flow. The Compensation Committee may increase a participant's allocated fixed percentage of free cash flow at any time, subject to whatever terms and conditions the Compensation Committee determines shall apply to such increase. The Compensation Committee may also reduce the amount of the annual free cash flow bonus payable to a participant by all or any portion of any unrecovered added investment amount allocated to the participant.

In connection with their election to participate in the Plan in fiscal year 2013, Messrs. Cooper, Strang, Roberts, Ansorge and Wiesenthal were awarded fixed percentages of free cash flow of 1.5%, 0.925%, 0.19%, 0.145% and 0.10%, respectively. The Company's free cash flow for the 2013 fiscal year was \$153 million and,

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in addition, in December 2013 the Compensation Committee also determined to award additional deferred compensation to offset the impact of the \$54 million of investments that were funded through the free cash flow. Accordingly, Messrs. Cooper, Roberts, Strang, Ansorge and Wiesenthal earned bonuses of \$3,090,000, \$391,400, \$1,905,000, \$298,700 and \$206,000, respectively.

As described below, participants in the Plan are eligible to defer a portion of their annual free cash flow bonuses and, in doing so, to acquire equity interests representing shares of our common stock. Each of Messrs. Cooper, Roberts, Strang, Ansorge and Wiesenthal elected to defer 75% of his free cash flow bonus earned from the 2013 fiscal year. As described below under “Long-Term Equity Incentives—Warner Music Group Corp. Senior Management Cash Flow Plan—Deferral of Compensation under the Plan,” the Compensation Committee also determined to award additional deferred equity units to each of such officers under the plan to offset the impact of certain investments that were funded through free cash flow.

The portion of the free cash flow bonus payable in cash is set forth below in the “Non-Equity Incentive Plan Compensation” column of the Summary Compensation Table. In addition, with respect to the 2013 fiscal year only, Mr. Wiesenthal was paid an additional annual cash bonus in the amount of \$500,000.

### **Long-Term Equity Incentives**

#### ***Warner Music Group Corp. Senior Management Cash Flow Plan***

As noted above, all our NEOs have elected to participate in the Plan. In addition to providing an annual bonus that is based on a percentage of the Company’s free cash flow, as described above, the Plan provides its participants with the opportunity to defer all or a portion of their free cash flow bonuses and receive grants of equity interests.

#### *Deferral of Compensation under the Plan*

Each participating employee in the Plan is permitted to irrevocably elect to defer between 50% and 100% of his or her annual free cash flow bonus earned for periods beginning on January 1, 2013 (up to a maximum aggregate deferral amount determined by the Compensation Committee). The Compensation Committee may also make additional awards of deferred equity under the plan or require that all or any portion of future awards of additional free cash flow bonus percentages and/or added investment amounts be deferred under the Plan. Except that for 2013 no more than 75% of the annual bonus was deferred under the terms of the Plan, each of Messrs. Cooper, Roberts, Strang, Ansorge and Wiesenthal elected to defer 100% of his annual bonus under the Plan.

No more than 3.75% of our common stock on a fully-diluted basis may be outstanding under the Plan at any time as settlement for deferred annual bonuses or at any time be underlying Acquired LLC Units (as defined below). The Plan is intended to allow participating employees to defer the payment of current compensation to future years for tax and financial planning purposes.

Deferred amounts, if any, will be credited to a participant’s account as and when a deferred bonus is earned and indexed to the fair market value of a share of our common stock (as determined from time to time by the Compensation Committee), except that the initial value of deferred amounts at the time of deferral will be based on our fair market value as of January 1, 2013. Non-elective deferrals will be subject to such terms and conditions, including vesting, as the Compensation Committee shall determine in its sole discretion. The individual amounts that will be deferred in respect of the 2013 fiscal year for each of Messrs. Cooper, Roberts, Strang, Ansorge and Wiesenthal is \$1,710,000, \$216,600, \$1,054,500, \$165,300 and \$114,000, respectively. In addition, in December 2013, the Compensation Committee determined to award additional deferred compensation in the amounts of \$810,000, \$102,600, \$499,500, \$78,300 and \$54,000 to each of Messrs. Cooper, Roberts, Strang, Ansorge and Wiesenthal, respectively, to offset the impact of \$54 million of investments that were funded through free cash flow. Mr. Ansorge’s additional award will be forfeited upon his departure.

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Amounts deferred under the Plan will be settled in three equal installments in December 2018, 2019 and 2020 (“Redemption Dates”), so long as participants have deferred their maximum deferred amounts prior to January 1, 2017. All remaining amounts will be settled in December 2020. Deferred accounts will be settled at the participants’ election, in shares of our common stock or with a cash payment equal to the then fair market value of the shares (reduced, in the case of the additional grants made in December 2013, by the initial value of the deferred amount of such grants). Any shares received on settlement are required to be immediately exchanged for fully-vested equity units (“Acquired LLC Units”) in WMG Management Holdings, LLC (“Management LLC”), a limited liability company formed in connection with the Plan’s adoption. The maximum number of deferred equity units approved for grant to our NEOs under the Plan is set forth below in the “Grants of Plan Based Awards” table. Each deferred equity unit is equivalent to 1/10,000 of a share of our common stock.

In addition to the scheduled Redemption Dates, deferred accounts will be settled following termination of employment (including death or disability), or upon a change in control of the Company.

If and when a dividend is paid on our common stock, a proportionate amount of such dividend will be paid to the participating employees in respect of their deferred accounts. Dividends may be reduced by the amount of any outstanding unrecovered added investment amounts.

*Equity Interests under the Plan*

Upon making a deferral election under the Plan, each of our NEOs who elected to participate in the Plan became a member of Management LLC, and was granted a “profits interest” in Management LLC in amounts equal to 10,000 times the maximum number of shares of our common stock available for issuance to the participants in settlement of his deferred account. The “profits interests” represent an economic entitlement to future appreciation in our common stock above the purchase price paid by Access in its acquisition of the Company (“Profits Interests”). Under the Plan, Profits Interests representing, in the aggregate, no more than 3.75% of our common stock on a fully-diluted basis may be granted to Plan participants, including our NEOs. The amount of Profits Interests granted to each of our NEOs who elected to participate in the Plan is set forth below under “Equity Awards Granted in Fiscal Year 2013”, and other terms and conditions of the Plan with respect to the Profits Interests are described below in the narrative accompanying that table and under “Potential Payments upon Termination or Change-In-Control.”

**Tax Deductibility of Performance-Based Compensation and Other Tax Considerations**

Where appropriate, and after taking into account various considerations, we structure our executive employment arrangements and compensation programs to allow us to take a tax deduction for the full amount of the compensation we pay to our executives.

We are a privately held company. As a result, we are not subject to Section 162(m), which generally places limits on the tax deductibility of executive compensation for publicly traded companies unless certain requirements are met.

***Benefits***

Our NEOs also receive health coverage, life insurance, disability benefits and other similar benefits in the same manner as our U.S. employees generally.

***Retirement Benefits***

We offer a tax-qualified 401(k) plan to our employees and in November 2010 we adopted a non-qualified deferred compensation plan which is available to those of our employees whose annual salary is at least \$200,000. Both plans are available to the NEOs.

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In accordance with the terms of the Company's 401(k) plan, the Company matches, in cash, 50% of amounts contributed to that plan by each plan participant, up to 6% of eligible pay, up to a maximum of \$245,000 of eligible pay or \$16,500 in pre-tax deferrals (\$22,000 in the case of participants age 50 or greater), whichever occurs first. The matching contributions made by the Company are initially subject to vesting, based on continued employment, with 25% scheduled to vest on each of the second through fifth anniversaries of the employee's date of hire.

***Perquisites***

We generally do not provide perquisites to our NEOs. See the Summary Compensation Table below for a summary of compensation received by our NEOs, including any perquisites received in fiscal year 2013.

**Compensation Committee Report**

The Compensation Committee has reviewed and discussed with management the Compensation Discussion and Analysis. Based on the review and discussions, the Compensation Committee recommends to the Board of Directors that the Compensation Discussion and Analysis be included in this Form 10-K.

Members of the Compensation Committee

Lincoln Benet, Chair

Len Blavatnik

Thomas H. Lee

Jörg Mohaupt

Donald A. Wagner

### Summary Compensation Table

The following table provides summary information concerning compensation paid or accrued by us to or on behalf of our Chief Executive Officer, Chief Financial Officer and each of our three other most highly compensated executive officers who served in such capacities at September 30, 2013, collectively known as our Named Executive Officers, or NEOs, for services rendered to us during the specified fiscal year.

Name and Principal Position	Year	Salary (S)	Bonus (S) (1)	Stock Awards (S) (2)	Option Awards (S) (3)	Non-Equity Incentive Plan Compensation (S) (4)	Change in Pension Value and Nonqualified Deferred Compensation Earnings (S) (5)	All Other Compensation (S) (6)	Total (S)
Stephen Cooper (7) CEO	2013	\$ 2,000,000	—	\$ 8,805,205	—	\$ 570,000	—	—	\$ 11,375,205
	2012	\$ 1,800,000	\$ 2,500,000	—	—	—	—	—	\$ 4,300,000
	2011	\$ 217,742	—	—	—	—	—	—	\$ 217,742
Brian Roberts (8) Executive Vice President and Chief Financial Officer	2013	\$ 615,385	—	\$ 1,115,326	—	\$ 72,200	—	\$ 7,500	\$ 1,810,411
	2012	\$ 537,000	\$ 533,500	—	—	—	—	\$ 7,500	\$ 1,078,000
Cameron Strang (9) Chairman and CEO, Warner/Chappell Music	2013	\$ 2,113,465	—	\$ 5,429,877	—	\$ 351,500	—	\$ 7,500	\$ 7,902,342
	2012	\$ 1,507,692	\$ 807,500	—	—	—	—	\$ 7,500	\$ 2,322,692
	2011	\$ 621,154	\$ 850,000	—	\$ 1,367,600	—	—	—	\$ 2,838,754
Mark Ansonge (10) Executive Vice President, Human Resources and Chief Compliance Officer	2013	\$ 425,000	—	\$ 851,170	—	\$ 55,100	—	\$ 7,500	\$ 1,338,770
Rob S. Wiesenthal (11) Chief Operating Officer/Corporate	2013	\$ 1,084,615	\$ 500,000	\$ 587,014	—	\$ 38,000	—	—	\$ 2,209,629

- (1) Represents supplemental 2013 cash bonus to Mr. Wiesenthal and cash bonus amounts in respect of fiscal year 2012 and 2011 performance paid in December 2012 and December 2011, respectively, with respect to fiscal year 2011 and 2010 for Messrs. Roberts, Strang, Ansonge and Wiesenthal (for the periods they were employed by the Company). Access awarded Mr. Cooper a one-time discretionary bonus for the period July 20, 2011 through the end of fiscal 2012, which is reflected in the cash bonus amount for fiscal 2012 and was paid in December 2012. Mr. Cooper did not receive any bonus in fiscal year 2011. For 2013, Messrs. Cooper, Roberts, Strang, Ansonge and Wiesenthal are entitled to an annual bonus under the Plan, which is reported under "Non-Equity Incentive Plan Compensation" above.
- (2) Reflects the aggregate grant date fair value of the maximum number of deferred equity units that may be granted to such officer and awards of Profits Interests made in fiscal year 2013 in connection with their becoming participants in the Plan, computed in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation—Stock Compensation, without taking into account estimated forfeitures. Assumptions used in the calculation of this amount are included in Note 13 to our audited financial statements for the year ended September 30, 2013.
- (3) For Mr. Strang, reflects the aggregate grant date fair value of option awards made in fiscal year 2011 computed in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation—Stock Compensation, without taking into account estimated forfeitures.
- (4) Represents the portion of the bonus amount payable to them in cash in respect of the 2013 fiscal year under the Plan. As participants in the Plan, Messrs. Cooper, Roberts, Strang, Ansonge and Wiesenthal were paid 1.5%, 0.925%, 0.19%, 0.145% and 0.10%, respectively, of the Company's free cash flow earned in 2013, subject to the limitations of the Plan. Each of them deferred 75% of such amount under the Plan.
- (5) No amounts were deferred under the Plan as of September 30, 2013.
- (6) For Messrs. Roberts, Strang and Ansonge, all other compensation in fiscal year 2013 also includes \$7,500 of 401(k) matching contributions.
- (7) Mr. Cooper was appointed as Chief Executive Officer and President on August 18, 2011. Access has a consulting agreement in respect of Mr. Cooper pursuant to which he receives \$166,667 a month in connection with his role as CEO of the Company. The Company reimburses Access for these amounts pursuant to the Management Agreement. Except for his participation in the Plan, the Company does not have any other employment arrangement with Mr. Cooper. Base salary above for fiscal year 2011 represents a pro-rated amount under this arrangement based on Mr. Cooper's start date of August 18, 2011.
- (8) Mr. Roberts was appointed CFO effective December 9, 2011. Base salary above for Mr. Roberts represents amounts earned by Mr. Roberts during fiscal 2012 in both his role as CFO since December 2011 and as Senior Vice President and CFO of Warner/Chappell Music prior to that time. Base salary for fiscal 2013 reflects the increase in Mr. Robert's base compensation to \$650,000, effective January 1, 2013.
- (9) Mr. Strang was appointed CEO of Warner/Chappell effective January 1, 2011 and assumed the additional role of Chairman of Warner/Chappell as of July 1, 2011. Base salary above for fiscal 2011 represents amounts earned following the commencement of Mr. Strang's employment with the Company on January 1, 2011. Base salary for fiscal 2013 reflects the increase in Mr. Strang's base compensation to \$2,250,000 in December 2012.
- (10) Mr. Ansonge became an NEO in fiscal 2013. His employment will terminate in December 2013.
- (11) Mr. Wiesenthal was appointed Chief Operating Officer/Corporate in January 2013. Base salary above for fiscal 2013 represents amounts earned following the commencement of Mr. Wiesenthal's employment with the Company in January 2013.

**Grant of Plan-Based Awards in Fiscal Year 2013**

In connection with their becoming participants in the Plan, the Compensation Committee approved a maximum number of deferred equity units for each of Messrs. Cooper, Roberts, Strang, Ansorge and Wiesenthal and each received grants of Profits Interests, as follows:

<u>Name</u>	<u>Grant Date</u>	<u>All other Stock Awards; Number of Shares of Stock or Units (#) (1)</u>	<u>Grant Date Fair Value of Stock and Option Awards (2)</u>
Stephen Cooper	December 21, 2012	82,191.78(1)	\$ 8,805,205(3)
	January 7, 2013	82,191.78(2)	\$ 0.00(4)
Brian Roberts	December 21, 2012	10,410.9588(1)	\$ 1,115,326(3)
	January 7, 2013	10,410.9588(2)	\$ 0.00(4)
Cameron Strang	December 21, 2012	50,684.931(1)	\$ 5,429,877(3)
	January 7, 2013	50,684.931(2)	\$ 0.00(4)
Mark Ansorge	December 21, 2012	7,945.2054(1)	\$ 851,170(3)
	January 7, 2013	7,945.2054(2)	\$ 0.00(4)
Rob Wiesenthal	December 21, 2012	5,479.4520(1)	\$ 587,014(3)
	January 7, 2013	5,479.4520(2)	\$ 0.00(4)

- (1) Represents the maximum number of deferred equity units approved for grant to our NEOs under the Plan in 2013, in connection with their becoming participants in the Plan. Each deferred equity unit is equivalent to 1/10,000 of a share of our common stock.
- (2) Reflects the aggregate grant date fair value of the maximum number of deferred equity units approved for grant to Messrs. Cooper, Roberts, Strang, Ansorge and Wiesenthal in fiscal year 2013, computed in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation—Stock Compensation, without taking into account estimated forfeitures. Assumptions used in the calculation of this amount are included in Note 13 to our audited financial statements for the year ended September 30, 2013.
- (3) Represents the number of Profits Interests granted to our NEOs under the Plan in 2013, in connection with their becoming participants in the Plan.
- (4) Reflects the aggregate grant date fair value of awards of Profits Interests made to Messrs. Cooper, Roberts, Strang, Ansorge and Wiesenthal in fiscal year 2013, computed in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation—Stock Compensation, without taking into account estimated forfeitures. Assumptions used in the calculation of this amount are included in Note 13 to our audited financial statements for the year ended September 30, 2013.

Under the Plan, the deferred amounts reflected in the table above will be credited to a participant's account as and when a deferred bonus is earned based on the fair market value of a share of our common stock as of January 1, 2013. Uncredited deferred equity units will be forfeited upon a participant's termination of employment. Under the Plan, our NEOs' Profits Interests will vest over time as equivalent amounts of their annual free cash flow bonuses are deferred under the Plan. Unvested Profits Interests will be forfeited on any termination of employment. As of September 30, 2013, none of the deferred equity units or Profits Interests held by our NEOs had vested, because no amounts of free cash flow bonuses had been earned and credited under the Plan.

The deferred amounts reflected in the table above will be settled in three equal installments on the December 2018, 2019 and 2020 Redemption Dates, so long as participants have deferred their maximum deferred amounts prior to January 1, 2017. All remaining amounts will be settled in December 2020. Deferred accounts will be settled at the participants' election, in shares of our common stock or with a cash payment equal to the then fair market value of the shares. Any shares received on settlement are required to be immediately exchanged for fully vested Acquired LLC Units in WMG Management LLC. On each Redemption Date, a Plan

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participant may elect to redeem up to one-third of his or her vested Profits Interests (including any Profits Interests eligible for redemption on a prior Redemption Date that were not then redeemed) for a cash payment equal to their liquidation value. Also, a Plan participant may also elect to redeem his or her Acquired LLC Units for a cash payment equal to the fair market value of their underlying shares of the Company's common stock on each Redemption Date. In addition to a Plan participant's right to redemption of his or her vested Profits Interests and Acquired LLC Units on the Redemption Dates and annually thereafter, Management LLC may redeem vested Profits Interests and Acquired LLC Units following a participant's termination of employment with the Company and its subsidiaries. All remaining Profits Interests will be redeemed in December 2020. Redemption payments in respect of Profit Interests may be reduced by the amount of any outstanding unrecovered added investment amounts.

In addition, if and when a dividend is paid on our common stock, a proportionate amount of such dividend will be paid to Management LLC for distribution to Plan participants in respect of their Profits Interests and Acquired LLC Units. Dividends may be reduced by the amount of any outstanding unrecovered added investment amounts.

As a condition to the grant of Profits Interests to our NEOs who elected to participate in the Plan, each of them agreed to restrictive covenants in the LLC Agreement, including noncompetition with the businesses of the Company and its subsidiaries during the participant's term of employment (but not for Mr. Strang who is located in the State of California), non-solicitation of certain artists, labels and employees during the participant's term of employment and for one year afterwards, as well as obligations of nondisparagement and confidentiality.

### **Summary of NEO Employment Arrangements**

This section describes employment arrangements in effect for our NEOs during fiscal year 2013. Potential payments under the severance agreements and arrangements described below are provided in the section entitled "Potential Payments upon Termination or Change-In-Control." In addition, for a summary of the meanings of "cause" and "good reason" as discussed below, see "Termination for "Cause"" and "Resignation for "Good Reason" or without "Good Reason"" below.

#### ***Employment Arrangements with Stephen Cooper***

As noted above, Access has a consulting agreement in respect of Mr. Cooper pursuant to which he receives \$166,667 a month plus reimbursement of related expenses in connection with his role as CEO of the Company. The Company reimburses Access for these amounts pursuant to the Management Agreement. Except for his participation in the Plan, the Company does not have any other employment arrangement with Mr. Cooper.

#### ***Employment Arrangements with Brian Roberts, Cameron Strang, Mark Ansorge and Rob Wiesenthal***

On December 21, 2012, in connection with their becoming participants in the Plan, Messrs. Roberts, Strang, Ansorge and Wiesenthal were required to enter into new simplified employment letters that replaced their employment arrangements with the Company and its subsidiaries. Those letters provide for at-will employment, base salary, a right to participate in the Plan, a right to fringe benefits generally available to Company employees of a similar level and a right to a severance payment to the participant on his or her termination of employment by the Company without "cause" or by the participant for "good reason" (as such terms are defined in the employment letter). The severance payment provided under the employee letter will equal 75% of a participant's annual salary if a qualifying termination occurs prior to the first anniversary of the date the employee letter was entered into (i.e., December 21, 2013), and 50% of the participant's annual salary if the qualifying termination occurs after the first anniversary. Any severance payment will be conditioned on the NEO's execution of a release (in the Company's standard form at the time) of the Company and its affiliates. In addition, their employment letters require Messrs. Roberts, Strang, Ansorge and Wiesenthal to comply with the restrictive covenants in the LLC Agreement.

**Outstanding Equity Awards at 2013 Fiscal Year-End**

<u>Name</u>	<u>Number of Shares or Units of Stock That Have Not Vested (#) (1)</u>	<u>Market Value of Shares or Units of Stock That Have Not Vested (\$) (4)</u>
Stephen Cooper	82,191.78(2)	\$ 11,064,657
	82,191.78(3)	\$ 2,259,452
Brian Roberts	10,410.9588(2)	\$ 1,401,523
	10,410.9588(3)	\$ 286,197
Cameron Strang	50,684.931(2)	\$ 6,823,205
	50,684.931(3)	\$ 1,393,329
Mark Ansorge	7,945.2054(2)	\$ 1,069,584
	7,945.2054(3)	\$ 218,414
Rob Wiesenthal	5,479.452(2)	\$ 737,644
	5,479.452(3)	\$ 150,630

- (1) An NEO's deferred equity units and Profits Interests generally vest over time as equivalent amounts of his annual free cash flow bonuses are deferred under the Plan. Uncredited deferred equity units and unvested Profits Interests will be forfeited on any termination of employment. As of September 30, 2013, none of the deferred equity units or Profits Interests held by our NEOs had vested, because no amounts of free cash flow bonuses had been earned and credited under the Plan.
- (2) Deferred equity units approved for grant to the officer. Each deferred equity unit is equivalent to 1/10,000 of a share of our common stock.
- (3) Unvested Profit Interests.
- (4) Assumptions used in the calculation of this amount are included in Note 13 to our audited financial statements for the year ended September 30, 2013.

**Potential Payments upon Termination or Change-In-Control**

We have entered into employment arrangements that, by their terms, will require us to provide compensation and other benefits to our NEOs if their employment terminates or they resign under specified circumstances. In addition, the Plan provides for certain payments upon a participant's termination of employment or a change-in-control of the Company.

The following discussion summarizes the potential payments upon a termination of employment in various circumstances. The amounts discussed apply the assumptions that employment terminated on September 30, 2013 and the NEO does not become employed by a new employer or return to work for the Company. The discussion that follows addresses Messrs. Cooper, Roberts, Strang, Ansorge and Wiesenthal. See "Summary of NEO Employment Arrangements" above for a description of their respective agreements.

***Estimated Benefits upon Termination for "Cause" or Resignation Without "Good Reason"***

In the event an NEO is terminated for "cause," or resigns without "good reason" as such terms are defined below, the NEO is only eligible to receive compensation and benefits accrued through the date of termination. Therefore, no amounts other than accrued amounts would be payable to Messrs. Roberts, Strang, Ansorge and Wiesenthal in this instance pursuant to their employment arrangements. As noted above, Mr. Cooper does not have an employment arrangement directly with the Company and, therefore, he is also not entitled to any benefits from the Company, except under the Plan, if he is terminated for cause or he resigns without "good reason".

***Estimated Benefits upon Termination without "Cause" or Resignation for "Good Reason"***

Upon termination without "cause" or resignation for "good reason," Messrs. Roberts, Strang, Ansorge and Wiesenthal are entitled to contractual severance benefits payable on termination. Although annual free cash flow

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bonuses under the Plan are generally contingent upon the participant being employed with the Company on the date of payment, if the employment of Messrs. Cooper, Roberts, Strang, Ansonge or Wiesenthal is terminated by the Company without “cause”, by him for “good reason” or due to his death or “disability,” he will be entitled under the Plan to a pro rata free cash flow bonus in respect of the year in which such event occurs (as such terms are defined in the Plan). None of our NEOs are entitled to any additional severance upon a termination in connection with a change in control.

<u>Name</u>	<u>Salary (other than accrued amounts) (1)</u>	<u>Bonus (2)</u>	<u>Value of Deferred Compensation (3)</u>	<u>Acceleration of Profits Interests (4)</u>	<u>Benefits</u>	<u>Total</u>
Stephen Cooper	—	\$ 2,280,000	—	—	—	\$ 2,280,000
Brian Roberts	\$ 487,500	\$ 288,800	—	—	—	\$ 776,300
Cameron Strang	\$ 1,687,500	\$ 1,406,000	—	—	—	\$ 3,093,500
Mark Ansonge	\$ 318,750	\$ 220,400	—	—	—	\$ 539,150
Rob S. Wiesenthal	\$ 1,125,000	\$ 152,000	—	—	—	\$ 1,277,000

- (1) Amounts under salary for Messrs. Roberts, Strang, Ansonge and Wiesenthal represent 75% of their respective annual salary which would have been paid to them as severance on a termination without cause or termination for “good reason” on September 30, 2013, which would be payable in the regular payroll cycle in a period not exceeding 52 weeks.
- (2) Represents a pro rata amount of the annual free cash flow bonus payable under the Plan (or, since the termination date is assumed to be September 30, 2013, their full 2013 annual bonuses).
- (3) No amounts were deferred under the Plan as of September 30, 2013.
- (4) Profits Interests will not accelerate on a termination of employment that is not in connection with a change in control of the Company.

***Estimated Benefits in connection with a Change in Control***

As participants in the Plan, each of Messrs. Cooper, Roberts, Strang, Ansonge and Wiesenthal will be entitled to additional payments upon a change in control in respect of his amounts deferred under the Plan and the Profits Interests granted to him.

<u>Name</u>	<u>Bonus (1)</u>	<u>Value of Deferred Compensation (2)</u>	<u>Value of Profits Interests (3)</u>	<u>Total</u>
Stephen Cooper	\$ 570,000	2,148,847	\$ 438,847	\$ 3,157,694
Brian Roberts	\$ 72,200	272,187	\$ 55,587	\$ 399,974
Cameron Strang	\$ 351,500	1,325,122	\$ 270,622	\$ 1,947,244
Mark Ansonge	\$ 55,100	207,722	\$ 42,422	\$ 305,244
Rob Wiesenthal	\$ 38,000	143,256	\$ 29,256	\$ 210,512

- (1) Represents a pro rata amount of the portion of his free cash flow bonus in respect of the 2013 fiscal year payable in cash (or, 25% of the 2013 bonus since the change in control would be deemed to occur on September 30, 2013)
- (2) Represents the value of deferred equity units that would have been credited to his deferred compensation account with a pro rata portion of the free cash flow bonus in respect of the 2013 fiscal year payable in deferred equity units (i.e., 75% of the full 2013 bonus since the change in control would be deemed to occur on September 30, 2013), based on the value of our common stock as of September 30, 2013.
- (3) Represents the value of Profits Interests that would have vested if 75% of his 2013 annual bonus would have been deferred under the Plan. The value of a Profits Interest reflects the appreciation in the fair market value of one-ten-thousandth (1/10,000) of a share of our common stock as of September 30, 2013 since January 7, 2013, which was the grant date of the Profits Interests to our NEOs, and assumes that Management, LLC was liquidated and its proceeds distributed to its members, including our NEOs.

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Upon a change of control of the Company and upon certain sales of shares of our common stock underlying Profits Interests and Acquired LLC Units, distributions will be made in respect of Profits Interests (to the extent of their liquidation value) and Acquired LLC Units. The LLC Agreement associated with the Plan provides Access with the right to cause Plan participants (including the NEOs) to sell their Profits Interests, Acquired LLC Units or the underlying shares of our common stock on a sale by Access of more than 50% of the outstanding shares of our common stock to third parties (i.e., a “drag-along right”), other than in a public offering of our common stock. Also, the LLC Agreement provides Plan participants (including the NEOs) with the right to sell their vested Profits Interests and Acquired LLC Units in the event that Access proposes to sell to third parties or us shares of our common stock other than certain sales after a public offering of our common stock (i.e., a “tag-along right”).

### ***Estimated Benefits upon Death or Disability***

***Death.*** For Messrs. Roberts, Strang, Ansoerge and Wiesenthal, other than accrued benefits and, under the Plan, no other benefits are provided in connection with such NEO’s death. Each of Messrs. Roberts, Strang, Ansoerge and Wiesenthal would also receive insurance payouts equal to 1.5x their base salary up to a benefit maximum of \$1.5 million.

***Disability.*** For Messrs. Roberts, Strang, Ansoerge and Wiesenthal, other than accrued benefits and short-term disability amounts and, under the Plan, no benefits are provided in connection with such NEO’s disability.

As participants in the Plan, each of Messrs. Cooper, Roberts, Strang, Ansoerge and Wiesenthal will be entitled to the following payments if terminated as a result of death or disability:

<u>Name</u>	<u>Bonus (1)</u>	<u>Value of Deferred Compensation (2)</u>	<u>Acceleration of Profits Interests (3)</u>	<u>Total</u>
Stephen Cooper	\$2,280,000	—	—	\$2,280,000
Brian Roberts	\$ 288,800	—	—	\$ 288,800
Cameron Strang	\$1,406,000	—	—	\$1,406,000
Mark Ansoerge	\$ 220,400	—	—	\$ 220,400
Rob Wiesenthal	\$ 152,000	—	—	\$ 152,000

- (1) Represents a pro rata amount of the annual free cash flow bonus payable under the Plan (or, since the termination date is assumed to be September 30, 2013, the full 2013 annual bonus) for each of Messrs. Cooper, Roberts, Strang, Ansoerge and Wiesenthal.
- (2) No amounts were deferred under the Plan as of September 30, 2013.
- (3) Profits Interests will not accelerate on a termination of employment that is not in connection with a change in control of the Company.

### ***Relevant Provisions of Employment Arrangements***

Upon termination of employment for any reason, all of our employees, including our NEOs, are entitled to unpaid salary and vacation time accrued through the termination date.

### ***Termination for “Cause”***

Under the terms of their employment letters, we generally would have “cause” to terminate the employment of Messrs. Roberts, Strang, Ansoerge and Wiesenthal in any of the following circumstances: (1) ceasing to perform his material duties to the Company or its affiliates (other than as a result of vacation, approved leave or incapacity due to physical or mental illness or injury), which failure amounts to an extended neglect of his duties, (2) engaging in conduct that is materially injurious to the business of the Company or its affiliates, (3) conviction of a felony or entered a plea of guilty or no contest to a felony charge or a misdemeanor involving as a material element fraud, dishonest or sale or possession of illicit substances, (4) failing to follow lawful instructions of his direct superiors or the Company’s board of directors and (5) breach of any restrictive covenant addressed in his employee letter. We are required to notify Messrs. Roberts, Strang, Ansoerge and Wiesenthal after any event that constitutes “cause” before terminating their employment for “cause”, and in general they have no less than 15 days after receiving notice of an event described in clauses (1), (4) or (5) to cure the event.

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A similar standard of “cause” applies to Mr. Cooper under the Plan with respect to his interests in the Plan.

**Resignation for “Good Reason” or without “Good Reason”**

Our employment letters with Messrs. Roberts, Strang, Ansong and Wiesenthal provide that each of them generally would have “good reason” to terminate employment in any of the following circumstances: (1) if his salary or annual bonus percentage under the Plan is materially reduced, (2) if we fail to pay him any salary which has become payable and due to him or (3) our failure to pay him any entitlement that that has become payable and due under the Plan. Each of Messrs. Roberts, Strang, Ansong and Wiesenthal is required to notify us within 30 days after becoming aware of the occurrence of any event that constitutes “good reason,” and in general we have 30 days to cure the event, failing a cure, he must terminate his employment within 30 days after the cure period expires.

A similar standard of “good reason” applies to Mr. Cooper under the Plan with respect to his interests in the Plan.

**Restrictive Covenants**

Our agreements with our NEOs contain several important restrictive covenants with which an executive must comply following termination of employment. For example, the entitlement of Messrs. Roberts, Strang, Ansong and Wiesenthal to payment of any unpaid portion of the severance amount indicated in the table as owing following a termination without “cause” or resignation for “good reason” and the entitlement of Messrs. Cooper, Roberts, Strang, Ansong and Wiesenthal to payments under the Plan are each conditioned on the NEO’s compliance with covenants not to solicit certain of our artists and employees. This non-solicitation covenant continues in effect during a period that, for each of our NEOs, will end one year following his termination of employment.

The Plan for Messrs. Cooper, Roberts, Strang, Ansong and Wiesenthal also contain covenants regarding non-disclosure of confidential information.

**Compliance with Section 409A**

Prior to the Merger, when we were a public company, our NEOs were generally expected to be “specified employees” for purposes of Section 409A of the Code. As a result, we were prohibited from making any payment of “deferred compensation” within the meaning of Section 409A to them within six months of termination of employment for any reason other than death, to the extent such payments are triggered based on the employee’s separation from service. In the event that we become a public company, the Plan and each of our employment arrangements with our NEOs contain provisions as are necessary to delay the payment of any amounts subject to the six-month mandatory delay until we are permitted to make payment under Section 409A.

## DIRECTOR COMPENSATION

The following table provides summary information concerning compensation paid or accrued by us to or on behalf of our non-employee directors, as of September 30, 2013, for services rendered to us during the last fiscal year.

No non-employee directors received any compensation for service on the Board of Directors or Board committees during fiscal 2013.

Directors are entitled to reimbursement of their fees incurred in connection with travel to meetings. In addition, the Company reimburses directors for fees paid to attend director education events.

<u>Name</u>	<u>Fees Earned or Paid in Cash (S)</u>	<u>Stock Awards (S)</u>	<u>Option Awards (S)</u>	<u>Non-Equity Incentive Plan Compensation (S)</u>	<u>Change in Pension Value and Nonqualified Deferred Compensation Earnings</u>	<u>All Other Compensation (S)</u>	<u>Total (S)</u>
Lincoln Benet	—	—	—	—	—	—	—
Alex Blavatnik	—	—	—	—	—	—	—
Len Blavatnik	—	—	—	—	—	—	—
Thomas H. Lee	—	—	—	—	—	—	—
Jörg Mohaupt	—	—	—	—	—	—	—
Donald A. Wagner	—	—	—	—	—	—	—

## COMPENSATION COMMITTEE INTERLOCKS AND INSIDER PARTICIPATION

Mr. Wagner was a Vice President of the Company from July 20, 2011 to October 3, 2011. None of the Compensation Committee's members is or has been a Company officer or employee during the last fiscal year. During fiscal year 2013, none of the Company's executive officers served on the board of directors, the Compensation Committee or any similar committee of another entity of which an executive officer served on our Board of Directors or Compensation Committee.

## ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Affiliates of Access own 100% of our common stock.

The following table provides information as of December 12, 2013 with respect to beneficial ownership of our capital stock by:

- each shareholder of the Company who beneficially owns more than 5% of the outstanding capital stock of the Company;
- each director of the Company;
- each of the executive officers of the Company named in the Summary Compensation Table appearing under "Executive Compensation"; and
- all executive officers of the Company and directors of the Company as a group.

The amounts and percentages of shares beneficially owned are reported on the basis of regulations of the SEC governing the determination of beneficial ownership of securities. Under SEC rules, a person is deemed to be a "beneficial owner" of a security if that person has or shares voting power or investment power, which includes the power to dispose of or to direct the disposition of such security. A person is also deemed to be a

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beneficial owner of any securities of which that person has a right to acquire beneficial ownership within 60 days. Securities that can be so acquired are deemed to be outstanding for purposes of computing such person's ownership percentage, but not for purposes of computing any other person's percentage. Under these rules, more than one person may be deemed to be a beneficial owner of the same securities and a person may be deemed to be a beneficial owner of securities as to which such person has no economic interest.

Except as otherwise indicated in these footnotes, each of the beneficial owners listed has, to our knowledge, sole voting and investment power with respect to the indicated shares of common stock.

<u>Name and Address of Beneficial Owner (1)</u>	<u>Title of Class (2)</u>	<u>Amount and Nature of Beneficial Ownership</u>	<u>Percent of Class Outstanding</u>
AI Entertainment Holdings LLC (formerly Airplanes Music LLC)	Common Stock	995.8	94.4%
Altep 2012 L.P.	Common Stock	4.2	0.4%
WMG Management Holdings, LLC	Common Stock	54.7945	5.2%
Stephen Cooper (3)	N/A	N/A	N/A
Brian Roberts (3)	N/A	N/A	N/A
Mark Ansorge (3)	N/A	N/A	N/A
Cameron Strang (3)	N/A	N/A	N/A
Rob S. Wiesenthal (3)	N/A	N/A	N/A
Len Blavatnik (2)	Common Stock	1,054.7945	100%
Lincoln Benet (3)	N/A	N/A	N/A
Alex Blavatnik	N/A	N/A	N/A
Thomas H. Lee	N/A	N/A	N/A
Jörg Mohaupt	N/A	N/A	N/A
Donald A. Wagner (3)	N/A	N/A	N/A
All executive officers and directors of Warner Music Group Corp. as a group (13 persons)	Common Stock	1,054.7945	100%

- (1) The mailing address of each of these persons is c/o Warner Music Group Corp., 75 Rockefeller Center, New York, NY 10019, (212) 275-2000.
- (2) As of December 12, 2013, the Company, AI Entertainment Holdings LLC (formerly Airplanes Music LLC), Altep 2012 L.P. and WMG Management Holdings, LLC are indirectly controlled by Len Blavatnik.
- (3) Does not reflect shares of the Company's common stock that may be attributable to the beneficial owners of limited partnership interests in Altep 2012 L.P. or Profits Interests in WMG Management Holdings, LLC. Messrs. Benet and Wagner beneficially own limited partnership interests in Altep 2012 L.P. and disclaim any beneficial ownership of shares of the Company's common stock. Messrs. Cooper, Roberts, Strang, Ansorge and Wiesenthal own Profits Interests in WMG Management Holdings, LLC and disclaim any beneficial ownership of shares of the Company's common stock.

## **ITEM 13. CERTAIN RELATIONSHIPS, RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE**

### **Oversight of Related Person Transactions**

#### ***Policies and Procedures Dealing with the Review, Approval and Ratification of Related Person Transactions***

The Company maintains written procedures for the review, approval and ratification of transactions with related persons. The procedures cover related party transactions between the Company and any of our executive officers and directors. More specifically, the procedures cover: (1) any transaction or arrangement in which the Company is a party and in which a related party has a direct or indirect personal or financial interest and (2) any transaction or arrangement using the services of a related party to provide legal, accounting, financial, consulting or other similar services to the Company.

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The Company's policy generally groups transactions with related persons into two categories: (1) transactions requiring the approval of the Audit Committee and (2) certain ordinary course transactions below established financial thresholds that are deemed pre-approved by the Audit Committee. The Audit Committee is deemed to have pre-approved any transaction or series of related transactions between us and an entity for which a related person is an executive or employee that is entered into in the ordinary course of business and where the aggregate amount of all such transactions on an annual basis is less than 2% of the annual consolidated gross revenues of the other entity. Regardless of whether a transaction is deemed pre-approved, all transactions in any amount are required to be reported to the Audit Committee.

Subsequent to the adoption of the written procedures above in 2005, the Company has followed these procedures regarding all reportable related person transactions. Following is a discussion of related person transactions.

## **Relationships with Access**

### ***Management Agreement***

Upon completion of the Merger, the Company and Holdings entered into a management agreement with Access (the "Management Agreement"), dated July 20, 2011 (the "Merger Closing Date"), pursuant to which Access will provide the Company and its subsidiaries, with financial, investment banking, management, advisory and other services. Pursuant to the Management Agreement, the Company, or one or more of its subsidiaries, will pay Access an annual fee (the "Annual Fee") equal to the greater of (i) the Base Amount (as defined below) in effect from time to time or (ii) 1.5% of the EBITDA (as defined in the WMG Holdings Corp. 13.75% Senior Notes due 2019) of the Company for the applicable fiscal year, plus expenses, and a specified transaction fee for certain types of transactions completed by Holdings or one or more of its subsidiaries, plus expenses. The "Base Amount" at any time shall be equal to the sum of (x) \$8,667,000 and (y) 1.5% of the aggregate amount of Acquired EBITDA as at such time. The amount of "Acquired EBITDA" at any time shall be equal to sum of the amounts of positive EBITDA of businesses, companies or operations acquired directly or indirectly by the Company from and after the completion of the Merger, each such amount of positive EBITDA as calculated (by Access in its sole discretion) for the four fiscal quarters most recently ended for which internal financial statements are available at the date of the pertinent acquisition. In fiscal 2013, the base amount for the annual fee due under the Management Agreement was increased from \$6 million to approximately \$9 million to reflect the aggregate amount of Acquired EBITDA, primarily associated with the acquisition of PLG. The Annual Fee shall be calculated and payable as follows: (i) one-quarter of the Base Amount in effect on the first day of each fiscal quarter shall be paid on such date, in advance for the fiscal quarter then commencing and (ii) following the completion of every full fiscal year after the date hereof, once internal financial statements for such fiscal year are available, the Company and Access shall jointly calculate the EBITDA of the Company for such fiscal year and the Company shall pay to Access the amount, if any, by which 1.5% of such EBITDA exceeds the sum of the amounts paid in respect of such fiscal year pursuant to clause (i) above. The Company and Holdings agreed to indemnify Access and certain of its affiliates against all liabilities arising out of performance of the Management Agreement. Access received payments of \$19 million during fiscal year 2013 in connection with the Management Agreement, including an annual fee of approximately \$8 million, which includes certain expenses in connection with the Management Agreement, plus additional expenses of approximately \$2 million related to certain consultants with full time roles at the Company, plus an \$11 million transaction fee related to the acquisition of PLG.

### ***Sublease Arrangements with Access***

On September 27, 2011, Access Industries (UK) Limited, an affiliate of Access, entered into a License to Occupy on a Short Term Basis agreement with Warner Music UK Limited, one of the Company's subsidiaries, for the license of office space in the Company's building at 28 Kensington Church Street in London. The current license fee of £15,839 per month (exclusive of VAT) is based on the per foot lease costs to the Company, which represent market terms.

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On May 6, 2013, a subsidiary of the Company, Warner Music Inc., entered into a License agreement with Access Industries, Inc., an affiliate of Access, for the use of office space leased by Access at the building at 450 West 14<sup>th</sup> Street in New York City. The current license fee of \$27,033.50 per month is based on the per foot lease costs to the Company of its current headquarters space, which represent market terms. This fee will be updated to reflect the per foot lease costs of the Company's new headquarters space, but the Company does not expect this amount to change materially as a result.

***Consulting Agreement in respect of Stephen Cooper***

Access Industries, Inc. has a consulting agreement in respect of Stephen Cooper pursuant to which he receives \$166,667 a month plus reimbursement of related expenses in connection with his role as CEO of the Company. The Company reimburses Access for these amounts pursuant to the Management Agreement.

***Deezer***

Access owns a minority equity interest in Blogmusik SAS, a French company trading under the name Deezer ("Deezer"), and is represented on Deezer's Board of Directors. Subsidiaries of the Company, Warner Music Inc. and WEA International Inc., have been a party to license arrangements with Deezer since 2008, which provide for the use of the Company's content on Deezer's ad-supported and subscription streaming services, as well as a worldwide PC only and portable subscription service (excluding the USA, Japan and France), pursuant to which Deezer is required to pay fees to WEA International Inc. Deezer is also required to make payments to WEA International Inc. in connection with certain bundling arrangements entered into between Deezer and certain telecommunication service providers. In fiscal year 2013, Deezer paid to WEA International Inc. an aggregate amount of approximately \$9 million in connection with the foregoing arrangements. In addition, in connection with these arrangements, WEA International Inc. was issued, and currently holds, warrants to purchase ordinary shares representing a small minority interest in Deezer.

**Relationships with Other Directors, Executive Officers and Affiliates**

***Southside Earn-Out***

In December 2010, the Company acquired Southside Independent Music Publishing, LLC and contractually agreed to provide contingent earn-out payments to Cameron Strang, the former owner of Southside and currently our Chairman and CEO, Warner/Chappell Music, provided specified performance goals are achieved. The goals relate to the achievement of specified NPS ("net publishers share," a measure of earnings) requirements by the acquired assets during the five-year period following closing of the acquisition. The Company has recorded a \$6 million liability as of September 30, 2013 based on the potential earn-out payments. No earn-out payment was triggered in fiscal 2013. The Company is also required to pay Mr. Strang certain monies that may be received and applied by the Company in recoupment of advance payments made by Southside prior to the acquisition in an amount not to exceed approximately \$800,000, of which approximately \$550,000 has been paid.

**Director Independence**

Though not formally considered by the Board of Directors because, following the consummation of the Merger, our common stock is no longer listed on a national securities exchange, we believe that Mr. Lee would be considered "independent" under the listing standards of the New York Stock Exchange. We do not believe that any of our other directors would be considered "independent" under the listing standards of the New York Stock Exchange.

**ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES**

The Audit Committee of the Board of Directors selected the firm of Ernst & Young LLP, to serve as independent registered public accountants for the fiscal year ending September 30, 2013. Ernst & Young LLP has audited the Company's financial statements since the Company was acquired from Time Warner Inc. in March 2004. In accordance with standing policy, Ernst & Young LLP periodically changes the personnel who work on the audit of the Company.

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### Fees Paid to Ernst & Young LLP

The following table sets forth the aggregate fees paid to Ernst & Young for services rendered in connection with the consolidated financial statements, and reports for the fiscal years ended September 30, 2013 and 2012 on behalf of the Company and its subsidiaries, as well as all out-of-pocket costs incurred in connection with these services (in thousands):

	Year Ended September 30, 2013	Year Ended September 30, 2012
Audit Fees	\$ 5,233	\$ 3,942
Audit-Related Fees	138	293
Tax Fees	40	13
All Other Fees	2,366	—
Total Fees	\$ 7,777	\$ 4,248

These fees exclude out-of-pocket costs of approximately \$0.2 million for each of the periods ended September 30, 2013 and 2012.

**Audit Fees:** Consists of fees billed for professional services rendered for the audit of the Company's consolidated financial statements, the review of the interim condensed consolidated financial statements included in quarterly reports and services that are normally provided by Ernst & Young in connection with statutory and regulatory filings or engagements and attest services, except those not required by statute or regulation. In fiscal 2013, also includes approximately \$1 million of PLG-related costs in connection with incremental audit procedures and additional statutory audits.

**Audit-Related Fees:** Consists of fees billed for assurance and related services that are reasonably related to the performance of the audit or review of the Company's consolidated financial statements and are not reported under "Audit Fees." These services include employee benefit plan audits, auditing work on proposed transactions, attest services that are not required by statute or regulation and consultations concerning financial accounting and reporting standards.

**Tax Fees:** Consists of tax compliance/preparation and other tax services. Tax compliance/preparation consists of fees billed for professional services related to federal, state and international tax compliance, assistance with tax audits and appeals, expatriate tax services and assistance related to the impact of mergers, acquisitions and divestitures on tax return preparation. Other tax services consist of fees billed for other miscellaneous tax consulting and planning.

**All Other Fees:** For the fiscal year ended September 30, 2013, fees consist of integration work performed in connection with the acquisition of PLG. For the fiscal year ended September 30, 2012, the Company paid no other fees to Ernst & Young LLP for services rendered, other than those services covered in the sections captioned "Audit Fees," "Audit-Related Fees," and "Tax Fees."

### Pre-approval of Audit and Permissible Non-Audit Services of Independent Registered Public Accountants

The Audit Committee pre-approves all audit and permissible non-audit services provided by Ernst & Young LLP. These services may include audit services, audit-related services, tax services and other services. The Audit Committee has adopted a policy for the pre-approval of services provided by Ernst & Young LLP. Under this policy, pre-approval is generally provided for up to one year and any pre-approval is detailed as to the particular service or category of services and includes an anticipated budget. In addition, the Audit Committee may also pre-approve particular services on a case-by-case basis. The Audit Committee has delegated pre-approval authority to the Chair of the Audit Committee. Pursuant to this delegation, the Chair must report any pre-approval decision to the Audit Committee at its first meeting after the pre-approval was obtained.

During fiscal years 2013 and 2012, all professional services provided by Ernst & Young LLP were pre-approved by the Audit Committee in accordance with our policies.

**PART IV**

**ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

**(a)(1) Financial Statements**

The Financial Statements listed in the Index to Consolidated Financial Statements, filed as part of this Annual Report on Form 10-K.

**(a)(2) Financial Statement Schedule**

The Financial Statements Schedule listed in the Index to Consolidated Financial Statements, filed as part of this Annual Report on Form 10-K.

**(a)(3) Exhibits**

See Item 15(b) below.

**(b) Exhibits**

The agreements and other documents filed as exhibits to this report are not intended to provide factual information or other disclosure other than with respect to the terms of the agreements or other documents themselves, and you should not rely on them for that purpose. In particular, any representations and warranties made by us in these agreements or other documents were made solely within the specific context of the relevant agreement or document and may not describe the actual state of affairs as of the date they were made or at any other time.

The agreements filed as Exhibits 2.1 and 2.8 to this Report have been attached as exhibits to provide investors and security holders with information regarding their respective terms. They are not intended to provide any other factual information about the Company or any of its affiliates or businesses. The representations, warranties, covenants and agreements contained in such exhibits were made only for the purposes of such agreement and as of specified dates, were solely for the benefit of the parties to such agreement and may be subject to limitations agreed upon by the contracting parties. The representations and warranties may have been made for the purposes of allocating contractual risk between the parties to such agreements instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Investors and security holders are not third-party beneficiaries under any of the agreements attached as exhibits hereto and should not rely on the representations, warranties, covenants and agreements or any descriptions thereof as characterizations of the actual state of facts or condition of the Company or any of its affiliates or businesses. Moreover, the assertions embodied in the representations and warranties contained in each such agreement are qualified by information in confidential disclosure letters or schedules that the parties have exchanged. Accordingly, investors and security holders should not rely on the representations and warranties as characterizations of the actual state of facts of the Company or any of its affiliates or businesses. Moreover, information concerning the subject matter of the representations and warranties may change after the respective dates of such agreements, which subsequent information may or may not be fully reflected in the Company's public disclosures.

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<u>Exhibit Number</u>	<u>Description</u>
2.1(12)	Agreement and Plan of Merger, dated as of May 6, 2011, by and among Warner Music Group Corp., AI Entertainment Holdings LLC (formerly Airplanes Music LLC), and Airplanes Merger Sub, Inc.
2.2*(22)	Share Purchase Agreement, dated as of February 6, 2013, by and among WMG UK and certain other subsidiaries of the Company, as Buyers, and WMG Acquisition, as Buyers' Guarantor, and EGH1 BV, EMI Group Holdings BV and DELTA Holdings BV, as Sellers (as defined therein), and Universal International Music BV, as Sellers' Guarantor (as defined therein) (Schedules and exhibits omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company agrees to furnish a copy of any omitted schedule to the SEC upon request.)
2.3(22)	Form of Share Purchase Agreement to be entered into upon exercise of the Put Option, delivered by Warner Music Holdings BV, as Buyer, and WMG Acquisition, as Buyer's Guarantor, to EMI Music France Holdco Limited, as Seller, and Universal International Music BV, as Seller's Guarantor on February 6, 2013 (Schedules and exhibits omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company agrees to furnish a copy of any omitted schedule to the SEC upon request.)
2.4*(22)	Put Option, dated as of February 6, 2013 (the "Put Option"), by and among Warner Music Holdings BV, as Buyer, and WMG Acquisition, as Buyer's Guarantor, and EMI Music France Holdco Limited, as Seller, and Universal International Music BV, as Seller's Guarantor (Schedules and exhibits omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company agrees to furnish a copy of any omitted schedule to the SEC upon request.)
2.5(22)	Amendment No. 1 to the Put Option, dated February 8, 2013
2.6*(22)	Separation Agreement, dated as of February 6, 2013, by and between EGH1 BV, as Seller, and WMG UK, as Buyer. (Schedules and exhibits omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company agrees to furnish a copy of any omitted schedule to the SEC upon request.)
2.7*(23)	Deed of Variation to the Share Sale and Purchase Agreement, dated as of June 28, 2013, by and among WM Holdings UK and certain other subsidiaries of the Company, as Buyers (as defined therein), and WMG Acquisition Corp., as Buyers' Guarantor (as defined therein), and EGH1 BV, EMI Group Holdings BV and DELTA Holdings BV, as Sellers (as defined therein), and Universal International Music BV, as Sellers' Guarantor (as defined therein) (Schedules and exhibits omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company agrees to furnish a copy of any omitted schedule to the SEC upon request.)
2.8(23)	Share Sale and Purchase Agreement relating to EMI Music France SAS, dated as of July 1, 2013, by and among Warner Music Holdings BV, as Buyer (as defined therein), WMG Acquisition Corp., as Buyer's Guarantor (as defined therein), EMI Records France Holdco Limited, as Seller (as defined therein), and Universal International Music BV, as Seller's Guarantor (as defined therein) (Schedules and exhibits omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company agrees to furnish a copy of any omitted schedule to the SEC upon request.)
3.1(13)	Third Amended and Restated Certificate of Incorporation of Warner Music Group Corp.
3.2(1)	Third Amended and Restated By-Laws of Warner Music Group Corp.
4.1(1)	Indenture, dated as of July 20, 2011, among WM Finance Corp. and Wells Fargo Bank, National Association, as Trustee, relating to the 9.50% Senior Secured Notes due 2016 (the "Second Tranche of Old Secured Notes")
4.2(1)	Indenture, dated as of July 20, 2011, among WM Finance Corp. and Wells Fargo Bank, National Association, as Trustee, relating to the 11.50% Senior Notes due 2018 (the "11.50% Senior Notes due 2018")

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<u>Exhibit Number</u>	<u>Description</u>
4.3(1)	Indenture, dated as of July 20, 2011, among WM Holdings Finance Corp. and Wells Fargo Bank, National Association, as Trustee, relating to the 13.75% Senior Notes due 2019 (the “13.75% Senior Notes due 2019”)
4.4(8)	Indenture, dated as of May 28, 2009, among WMG Acquisition Corp., WMG Holdings Corp., the Guarantors party thereto and Wells Fargo Bank, National Association, and, together with the Second Tranche of Old Secured Notes, the “Old Secured Notes” as Trustee, relating to the 9.50% Senior Secured Notes due 2016 (the “First Tranche of Old Secured Notes”)
4.5(17)	Indenture, dated as of November 1, 2012, among WMG Acquisition Corp., the guarantors listed on the signature pages thereto, Credit Suisse AG, as Notes Authorized Agent and as Collateral Agent, and Wells Fargo Bank, National Association, as Trustee, providing for the issuance of secured notes in series (“New Secured Notes”).
4.6(1)	Supplemental Indenture, dated as of July 20, 2011, among WMG Acquisition Corp., the entities named in the signature pages thereto and Wells Fargo Bank, National Association, as Trustee, relating to the Second Tranche of Old Secured Notes
4.7(17)	Second Supplemental Indenture, dated as of October 30, 2012, among WMG Acquisition Corp., the guarantors listed on the signature pages thereto and Wells Fargo Bank, National Association, as Trustee, relating to the Second Tranche of Old Secured Notes.
4.8(1)	Supplemental Indenture, dated as of July 20, 2011, among WMG Acquisition Corp., the entities named in the signature pages thereto and Wells Fargo Bank, National Association, as Trustee, relating to the 11.50% Senior Notes due 2018
4.9(17)	Second Supplemental Indenture, dated as of October 30, 2012, among WMG Acquisition Corp., the guarantors listed on the signature pages thereto and Wells Fargo Bank, National Association, as Trustee, relating to the 11.50% Senior Notes due 2018.
4.10(17)	Third Supplemental Indenture, dated as of November 1, 2012, among WMG Acquisition Corp., Arms Up Inc. and Wells Fargo Bank, National Association, as Trustee, relating to the 11.50% Senior Notes due 2018.
4.11(25)	Fourth Supplemental Indenture, dated as of March 4, 2013, among WMG Acquisition Corp., the guarantors listed on the signature pages thereto and Wells Fargo Bank, National Association, as Trustee, relating to the 11.50% Senior Notes due 2018
4.12(1)	Supplemental Indenture, dated as of July 20, 2011, among WMG Holdings Corp. and Wells Fargo Bank, National Association, as Trustee, relating to the 13.75% Senior Notes due 2019
4.13(14)	Second Supplemental Indenture, dated as of August 2, 2011, among WMG Holdings Corp. and Wells Fargo Bank, National Association, as Trustee, relating to the 13.75% Senior Notes due 2019
4.14(17)	Third Supplemental Indenture, dated as of October 30, 2012, among WMG Holdings Corp., Warner Music Group Corp., as guarantor, and Wells Fargo Bank, National Association, as Trustee, relating to the 13.75% Senior Notes due 2019.
4.15(25)	Fourth Supplemental Indenture, dated as of March 4, 2013, between WMG Holdings Corp. and Wells Fargo Bank, National Association, as Trustee, relating to the 13.75% Senior Notes due 2019
4.16(7)	Supplemental Indenture, dated as of May 23, 2011, among WMG Acquisition Corp., WMG Holdings Corp., the guarantors listed on the signature page thereto and Wells Fargo Bank, National Association, as Trustee, relating to the First Tranche of Old Secured Notes

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<u>Exhibit Number</u>	<u>Description</u>
4.17(1)	Second Supplemental Indenture, dated as of July 20, 2011, among the subsidiary guarantors listed on the signature pages thereto, subsidiaries of WMG Acquisition Corp., WMG Acquisition Corp. and Wells Fargo Bank, National Association, as Trustee, relating to the First Tranche of Old Secured Notes
4.18(17)	Third Supplemental Indenture, dated as of October 30, 2012, among WMG Acquisition Corp., WMG Holdings Corp., the guarantors listed on the signature pages thereto and Wells Fargo Bank, National Association, as Trustee, relating to the First Tranche of Old Secured Notes.
4.19(17)	First Supplemental Indenture, dated as of November 1, 2012, among WMG Acquisition Corp., the guarantors listed on the signature pages thereto and Wells Fargo Bank, National Association, as Trustee, relating to the 6.250% Senior Secured Notes due 2021 (the "Euro Notes").
4.20(17)	Second Supplemental Indenture, dated as of November 1, 2012, among WMG Acquisition Corp., the guarantors listed on the signature pages thereto and Wells Fargo Bank, National Association, as Trustee, relating to the 6.000% Senior Secured Notes due 2021 (the "Dollar Notes").
4.21(25)	Third Supplemental Indenture, dated as of March 4, 2013, among WMG Acquisition Corp., the guarantors listed on the signature pages thereto and Wells Fargo Bank, National Association, as Trustee, relating to the 6.000% Senior Secured Notes due 2021 and the 6.250% Senior Secured Notes due 2021.
4.22	Form of Second Tranche of Old Secured Note of WMG Acquisition Corp. (included in Exhibit 4.1 hereto)
4.23	Form of 11.50% Senior Note due 2018 of WMG Acquisition Corp. (included in Exhibit 4.2 hereto)
4.24	Form of 13.75% Senior Note due 2019 of WMG Holdings Corp. (included in Exhibit 4.3 hereto)
4.25	Form of First Tranche of Old Secured Note of WMG Acquisition Corp. (included in Exhibit 4.4 hereto)
4.26	Form of New Secured Note of WMG Acquisition Corp. (included in Exhibit 4.5 hereto)
4.27(14)	Guarantee, dated August 2, 2011, issued by Warner Music Group Corp., relating to the 13.75% Senior Notes due 2019
4.28(16)	Guarantee, dated December 8, 2011, issued by Warner Music Group Corp., relating to the Second Tranche of Old Secured Notes
4.29(16)	Guarantee, dated December 8, 2011, issued by Warner Music Group Corp., relating to the First Tranche of Old Secured Notes
4.30(16)	Guarantee, dated December 8, 2011, issued by Warner Music Group Corp., relating to the 11.50% Senior Notes due 2018
4.31(21)	Guarantee, dated November 16, 2012, issued by Warner Music Group Corp., relating to the New Secured Notes.
4.32(17)	Security Agreement, dated as of November 1, 2012, among WMG Acquisition Corp., WMG Holdings Corp., the guarantors listed on the signature pages thereto and Credit Suisse AG, as collateral agent, term loan authorized representative, revolving authorized representative and indenture authorized representative.
4.33(17)	Copyright Security Agreement, dated November 1, 2012, made by WMG Acquisition Corp. and the guarantors listed on the signature pages thereto in favor of Credit Suisse, AG, as collateral agent for the Secured First Lien Parties.

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<u>Exhibit Number</u>	<u>Description</u>
4.34(17)	Patent Security Agreement, dated November 1, 2012, made by WMG Acquisition Corp. and the guarantors listed on the signature pages thereto in favor of Credit Suisse, AG, as collateral agent for the Secured First Lien Parties.
4.35(17)	Trademark Security Agreement, dated November 1, 2012, made by WMG Acquisition Corp. and the guarantors listed on the signature pages thereto in favor of Credit Suisse, AG, as collateral agent for the Secured First Lien Parties.
4.36(17)	Satisfaction and Discharge of Indenture, dated as of November 1, 2012, relating to the Indenture, dated as of May 28, 2009, as amended, among WMG Acquisition Corp., WMG Holdings Corp., the guarantors party thereto and Wells Fargo Bank, National Association, as Trustee, related to the First Tranche of Old Secured Notes.
4.37(17)	Satisfaction and Discharge of Indenture, dated as of November 1, 2012, relating to the Indenture, dated as of July 20, 2011, as amended, among WMG Acquisition Corp., the guarantors party thereto and Wells Fargo Bank, National Association, as Trustee, related to the Second Tranche of Old Secured Notes.
10.1(17)	Credit Agreement, dated as of November 1, 2012, among WMG Acquisition Corp., each lender from time to time party thereto, Credit Suisse AG, as administrative agent, Credit Suisse Securities (USA) LLC, Barclays Bank PLC, UBS Securities LLC, Macquarie Capital (USA) Inc. and Nomura Securities International, Inc., as joint bookrunners and joint lead arrangers, and Barclays Bank PLC and UBS Securities LLC, as syndication agents, relating to a revolving credit facility.
10.2(17)	Credit Agreement, dated as of November 1, 2012, among WMG Acquisition Corp., each lender from time to time party thereto, Credit Suisse AG, as administrative agent, Credit Suisse Securities (USA) LLC, Barclays Bank PLC, UBS Securities LLC, Macquarie Capital (USA) Inc. and Nomura Securities International, Inc., as joint bookrunners and joint lead arrangers, and Barclays Bank PLC and UBS Securities LLC, as syndication agents, relating to a term loan credit facility.
10.3(26)	First Amendment to Credit Agreement, dated as of April 23, 2013 among WMG Acquisition Corp., the lenders party thereto and Credit Suisse AG, as Administrative Agent relating to a revolving credit facility
10.4(26)	Incremental Commitment Amendment, dated as of May 9, 2013, by and among WMG Acquisition Corp., the other Loan Parties (as defined therein), WMG Holdings Corp., and the several banks and financial institutions parties thereto as Lenders and the Administrative Agent, as defined therein
10.5(26)	Commitment Letter, dated as of February 6, 2013, by and among Credit Suisse AG, Credit Suisse Securities (USA) LLC, Barclays Bank PLC, UBS Loan Finance LLC, UBS Securities LLC, Macquarie Capital (USA) Inc., MIHI LLC, Nomura Securities International, Inc. and Nomura International PLC
10.6(17)	Subsidiary Guaranty, dated as of November 1, 2012, made by the persons listed on the signature pages thereto under the caption "Subsidiary Guarantors" and the Additional Guarantors in favor of the Secured Parties, relating to the revolving credit facility.
10.7(17)	Guarantee Agreement, dated as of November 1, 2012, made by the persons listed on the signature pages thereto under the caption "Subsidiary Guarantors" and the Additional Guarantors in favor of the Secured Parties, relating to the term credit facility.
10.8**(22)	Letter Agreement, dated as of December 21, 2012, between Warner Music Inc. and Brian Roberts
10.9**(22)	Letter Agreement, dated as of December 21, 2012, between Warner/Chappell Music, Inc. and Cameron Strang

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<u>Exhibit Number</u>	<u>Description</u>
10.10**§	Letter Agreement, dated as of December 20, 2012, between Warner Music Inc. and Rob Wiesenthal
10.11**(22)	Letter Agreement, dated as of February 11, 2013, between Warner Music Inc. and Brian Roberts
10.12**§	Letter Agreement, dated as of December 17, 2012, between Warner Music, Inc. and Mark Ansonge
10.13(2)	Office Lease, dated June 27, 2002, by and between Media Center Development, LLC and Warner Music Group Inc., as amended
10.14(2)	Lease, dated as of February 29, 2004, between Historical TW Inc. and Warner Music Group Inc.
10.15(24)	Lease, dated as of October 1, 2013, between Paramount Group, Inc., as agent for PGREF I 1633 Broadway Tower, L.P., and WMG Acquisition Corp. (the “Headquarters Lease”)
10.16(24)	Guaranty of Headquarters Lease, dated as of October 1, 2013
10.17(6)	Assurance of Discontinuance, dated November 22, 2005
10.18(1)	Management Agreement, made as of July 20, 2011, by and among Warner Music Group Corp., WMG Holdings Corp, and Access Industries Inc.
10.19*(9)	US/Canada Manufacturing and PP&S Agreement, effective as of July 1, 2010, by and between Warner-Elektra-Atlantic Corporation and Cinram International Inc., Cinram Manufacturing LLC and Cinram Distribution LLC
10.20*(9)	US/Canada Transition Agreement, executed as of July 1, 2010, by and between Warner-Elektra-Atlantic Corporation and Cinram International Inc., Cinram Manufacturing LLC and Cinram Distribution LLC
10.21*(9)	International Manufacturing and PP&S Agreement, effective as of July 1, 2010, by and between WEA International, Inc. and Cinram International Inc., Cinram GmbH and Cinram Operations UK Limited
10.22*(9)	International Transition Agreement, executed as of July 1, 2010, by and between WEA International, Inc. and Cinram International Inc., Cinram GmbH and Cinram Operations UK Limited
10.23**(10)	Warner Music Group Corp. Deferred Compensation Plan
10.24(11)	First Letter Amendment, dated January 14, 2011 to the US/Canada Manufacturing and PP&S Agreement, dated as of July 1, 2010, between Warner-Elektra-Atlantic Corporation and Cinram International Inc., Cinram Manufacturing LLC and Cinram Distribution LLC and the International Manufacturing and PP&S Agreement, dated as of July 1, 2010, between WEA International, Inc. and Cinram International Inc., Cinram GmbH and Cinram Operations UK Limited
10.25*(11)	Second Letter Amendment, dated January 21, 2011 to the US/Canada Manufacturing and PP&S Agreement, dated as of July 1, 2010, between Warner-Elektra-Atlantic Corporation and Cinram International Inc., Cinram Manufacturing LLC and Cinram Distribution LLC and Cinram International Inc., Cinram GmbH and Cinram Operations UK Limited
10.26*(11)	Third Letter Amendment, dated January 25, 2011 to the US/Canada Manufacturing and PP&S Agreement, dated as of July 1, 2010, between Warner-Elektra-Atlantic Corporation and Cinram International Inc., Cinram Manufacturing LLC and Cinram Distribution LLC and the International Manufacturing and PP&S Agreement, dated as of July 1, 2010, between WEA International Inc. and Cinram International Inc., Cinram GmbH and Cinram Operations UK Limited

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<u>Exhibit Number</u>	<u>Description</u>
10.27*(19)	Amendment No. 1 to US/Canada Agreements, effective as of January 31, 2012 between Warner-Elektra-Atlantic Corporation and Cinram International Inc., Cinram Manufacturing LLC and Cinram Distribution LLC
10.28(20)	Letter Agreement dated as of August 31, 2012 among Warner-Elektra-Atlantic Corporation, Cinram International Inc., Cinram Manufacturing LLC, Cinram Distribution LLC, Cinram Group, Inc. and Cinram Canada Operations ULC.
10.29(20)	Letter Agreement dated as of August 31, 2012 among WEA International Inc., Cinram International Inc., Cinram GMBH, Cinram Operations UK Limited and Cinram Group, Inc.
10.30(8)	Security Agreement, dated as of May 28, 2009, among WMG Acquisition Corp., WMG Holdings Corp., the Grantors party thereto and Wells Fargo Bank, National Association, as Collateral Agent for the Secured Parties and as Notes Authorized Representative
10.31(8)	Copyright Security Agreement, dated as of May 28, 2009, made by the Grantors listed on the signature pages thereto in favor of Wells Fargo Bank, National Association, as Collateral Agent for the Secured Parties
10.32(8)	Patent Security Agreement, dated as of May 28, 2009, made by the Grantors listed on the signature pages thereto in favor of Wells Fargo Bank, National Association, as Collateral Agent for the Secured Parties
10.33(8)	Trademark Security Agreement, dated as of May 28, 2009, made by the Grantors listed on the signature pages thereto in favor of Wells Fargo Bank, National Association, as Collateral Agent for the Secured Parties
10.34**(3)	Form of Indemnification Agreement between Warner Music Group Corp. and its directors
10.35(1)	Credit Agreement, dated as of July 20, 2011, among WMG Acquisition Corp., each lender from time to time party thereto and Credit Suisse AG, as administrative agent
10.36(1)	Subsidiary Guaranty, dated as of July 20, 2011 made by the Persons listed on the signature pages thereof under the caption "Subsidiary Guarantors" and the Additional Guarantors in favor of the Secured Parties
10.37(1)	Copyright Security Agreement, dated July 20, 2011, made by 615 Music Library, LLC in favor of Wells Fargo Bank, National Association, as collateral agent for the Secured Parties
10.38(1)	Copyright Security Agreement, dated July 20, 2011, made by The All Blacks, Inc. in favor of Wells Fargo Bank, National Association, as collateral agent for the Secured Parties.
10.39(1)	Copyright Security Agreement, dated July 20, 2011, made by Ferret Music LLC in favor of Wells Fargo Bank, National Association, as collateral agent for the Secured Parties
10.40(1)	Copyright Security Agreement, dated July 20, 2011, made by Ferret Music Holdings LLC, Inc. in favor of Wells Fargo Bank, National Association, as collateral agent for the Secured Parties.
10.41(1)	Copyright Security Agreement, dated July 20, 2011, made by J. Ruby Productions, Inc. in favor of Wells Fargo Bank, National Association, as collateral agent for the Secured Parties
10.42(1)	Copyright Security Agreement, dated July 20, 2011, made by Six-Fifteen Music Productions, Inc. in favor of Wells Fargo Bank, National Association, as collateral agent for the Secured Parties
10.43(1)	Copyright Security Agreement, dated July 20, 2011, made by Summy-Birchard Inc. in favor of Wells Fargo Bank, National Association, as collateral agent for the Secured Parties.
10.44(1)	Trademark Security Agreement, dated July 20, 2011, made by Warner Music Nashville LLC in favor of Wells Fargo Bank, National Association, as collateral agent for the Secured Parties
10.45(1)	Security Agreement Supplement, dated July 20, 2011, to the Security Agreement, dated as of May 28, 2009, among WMG Acquisition Corp., WMG Holdings Corp., the subsidiary guarantors and Wells Fargo Bank, National Association, as collateral agent and notes authorized representative

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<u>Exhibit Number</u>	<u>Description</u>
10.46(15)	Amendment No. 1, dated as of September 28, 2011 to the Security Agreement dated as of May 28, 2009 among WMG Acquisition Corp., WMG Holdings Corp., the other Persons listed on the signature pages thereof, Wells Fargo Bank, National Association, as Collateral Agent, Wells Fargo Bank, National Association, as trustee under the Indenture and the other Authorized Representatives listed on the signature pages thereof
10.47**(27)	Amended and Restated Warner Music Group Corp. Senior Management Free Cash Flow Plan
10.48**\$	Amended and Restated Limited Liability Company Agreement of WMG Management Holdings, LLC, dated as of December 4, 2013
10.49**(28)	Form of Election for Warner Music Group Corp. Senior Management Free Cash Flow Plan
10.50**(27)	Form of Award Agreement under Warner Music Group Corp. Senior Management Free Cash Flow Plan
21.1\$	List of Subsidiaries
24.1\$	Power of Attorney (see signature page)
31.1\$	Certification of the Chief Executive Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act, as amended
31.2\$	Certification of the Chief Financial Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act, as amended
32.1***\$	Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2***\$	Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.1\$	Financial statements from the Annual Report on Form 10-K of Warner Music Group Corp. for the fiscal year ended September 30, 2013, filed on December 12, 2013, formatted in XBRL: (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Operations, (iii) Consolidated Statements of Cash Flows, (iv) Consolidated Statements of Equity (Deficit) and (v) Notes to Consolidated Audited Financial Statements
(c)	Financial Statement Schedules Schedule II—Valuation and Qualifying Accounts
\$	Filed herewith
*	Exhibit omits certain information that has been filed separately with the Securities and Exchange Commission and has been granted confidential treatment
**	Represents management contract, compensatory plan or arrangement in which directors and/or executive officers are eligible to participate
***	Pursuant to SEC Release No. 33-8212, this certification will be treated as “accompanying” this Annual Report on Form 10-K and not “filed” as part of such report for purposes of Section 18 of the Securities Exchange Act, as amended, or otherwise subject to the liability of Section 18 of the Securities Exchange Act, as amended, and this certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, except to the extent that the registrant specifically incorporates it by reference
(1)	Incorporated by reference to Warner Music Group Corp.’s Current report on Form 8-K filed on July 26, 2011 (File No. 001-32502)
(2)	Incorporated by reference to WMG Acquisition Corp.’s Amendment No. 2 to the Registration Statement on Form S-4 filed on January 24, 2005 (File No. 333-121322)
(3)	Incorporated by reference to Warner Music Group Corp.’s Current Report on Form 8-K filed on May 20, 2011 (File No. 001-32502)
(4)	Incorporated by reference to Warner Music Group Corp.’s Current Report on Form 8-K filed on March 19, 2008 (File No. 001-32502)

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- (5) Incorporated by reference to Warner Music Group Corp.'s Current Report on Form 8-K filed on September 16, 2008 (File No. 001-32502)
- (6) Incorporated by reference to Warner Music Group Corp.'s Current Report on Form 8-K filed on November 23, 2005 (File No. 001-32502)
- (7) Incorporated by reference to Warner Music Group Corp.'s Current Report on Form 8-K filed on May 24, 2011 (File No. 001-32502)
- (8) Incorporated by reference to Warner Music Group Corp.'s Current Report on Form 8-K filed on May 29, 2009 (File No. 001-32502)
- (9) Incorporated by reference to Warner Music Group Corp.'s Quarterly Report on Form 10-Q for the period ended December 31, 2010 (File No. 001-32502)
- (10) Incorporated by reference to Warner Music Group Corp.'s Registration Statement on Form S-8 filed on November 23, 2010 (File No. 333-170771)
- (11) Incorporated by reference to Warner Music Group Corp.'s Quarterly Report on Form 10-Q for the period ended March 31, 2011 (File No. 001-32502)
- (12) Incorporated by reference to Warner Music Group Corp.'s Current Report on Form 8-K filed on May 9, 2011 (File No. 001-32502)
- (13) Incorporated by reference to Warner Music Group Corp.'s Current Report on Form 8-K filed on July 20, 2011 (File No. 001-32502)
- (14) Incorporated by reference to Warner Music Group Corp.'s Current Report on Form 8-K filed on August 4, 2011 (File No. 001-32502)
- (15) Incorporated by reference to Warner Music Group Corp.'s Current Report on Form 8-K filed on October 3, 2011 (File No. 001-32502)
- (16) Incorporated by reference to Warner Music Group Corp.'s Annual Report on Form 10-K for the period ended September 30, 2011 (file. No. 001-32502)
- (17) Incorporated by reference to Warner Music Group Corp.'s Current Report on Form 8-K filed on November 7, 2012 (File No. 001-32502)
- (18) Incorporated by reference to Warner Music Group Corp.'s Current Report on Form 8-K filed on November 10, 2011 (File No. 001-32502)
- (19) Incorporated by reference to Warner Music Group Corp.'s Quarterly Report on Form 10-Q for the period ended March 31, 2012 (File No. 001-32502)
- (20) Incorporated by reference to Warner Music Group Corp.'s Current Report on Form 8-K filed on September 6, 2012 (File No. 001-32502)
- (21) Incorporated by reference to Warner Music Group Corp.'s Current Report on Form 8-K Filed on November 19, 2012 (File No. 001-32502)
- (22) Incorporated by reference to Warner Music Group Corp.'s Quarterly Report on Form 10-Q for the period ended December 31, 2012 (File No. 001-32502)
- (23) Incorporated by reference to Warner Music Group Corp.'s Quarterly Report on Form 10-Q for the period ended June 30, 2013 (File No. 001-32502)
- (24) Incorporated by reference to Warner Music Group Corp.'s Current Report on Form 8-K Filed on October 4, 2013 (File No. 001-32502)
- (25) Incorporated by reference to Warner Music Group Corp.'s Current Report on Form 8-K Filed on March 5, 2013 (File No. 001-32502)
- (26) Incorporated by reference to Warner Music Group Corp.'s Quarterly Report on Form 10-Q for the period ended March 31, 2013 (File No. 001-32502)
- (27) Incorporated by reference to Warner Music Group Corp.'s Current Report on Form 8-K Filed on November 27, 2013 (File No. 001-32502)
- (28) Incorporated by reference to Warner Music Group Corp.'s Annual Report on Form 10-K for the period ended September 30, 2012 (file. No. 001-32502)



December 20, 2012  
Effective January 1, 2013  
Rob Wiesenthal  
c/o Warner Music Inc.  
75 Rockefeller Plaza  
New York, NY 10019

Dear Rob,

This letter summarizes the terms of your continued employment with Warner Music Inc. (“Company”), as described below. As of January 1, 2013 (the “Effective Date”), you shall commence “at-will” employment with Company. This means that either you or Company will have the right to end the employment relationship for any reason, at any time, with or without notice and with or without cause. Your at-will status shall not be affected by this letter and your at-will relationship with Company cannot be changed by anything that is said or written or by conduct unless such change is specifically acknowledged in a document that is signed by an authorized executive of Company.

In addition, you and Company both acknowledge and agree that as of the Effective Date, you will (i) become a Service Member (as such term is defined in the Limited Liability Company Agreement of WMG Management Holdings, LLC, dated January 1, 2013 (the “LLC Agreement”)) of WMG Management Holdings, LLC and (ii) be eligible to participate in the Warner Music Group Corp. Senior Management Free Cash Flow Plan (the “Plan”), in each case, in accordance with the terms and conditions of the LLC Agreement and the Plan, as applicable, and shall be subject to the applicable terms and conditions therein. For the avoidance of doubt, in the event of a conflict between the terms and conditions of the LLC Agreement or the Plan and the terms and conditions contained herein, the terms of the LLC Agreement or Plan, as applicable, shall govern. Notwithstanding anything to the contrary in this letter, any entitlements that you may have under the Plan shall be treated in accordance with the terms and conditions therein.

The terms of your at-will employment shall be as follows:

1. Position: Chief Operating Officer/Corporate
2. Annual salary: \$1,500,000 per year. You will be paid in accordance with Company’s normal payroll practices.
3. Annual FCF Bonus: You shall be entitled to receive an Annual FCF Bonus (as such term is defined in the Plan) in accordance with, and subject to the terms and conditions of, the Plan; provided that Free Cash Flow (as defined in the Plan) for the relevant fiscal year is greater than zero. You acknowledge and agree that, for all periods from and after the Effective Date, an Annual FCF Bonus shall be your only bonus from Company and its affiliates. In addition, with respect to the 2013 fiscal year only, you shall be paid an annual bonus in the amount of \$500,000.
4. Benefits: While you are employed hereunder, you shall be entitled to all fringe benefits generally accorded to employees of Company at your level from time to time, including, but not limited to, vacation, medical health and accident, group insurance and similar benefits, provided that you are eligible under the general provisions of any applicable plan or program and Company continues to maintain such plan or program during the term of your employment.
5. Exclusivity: Your employment with Company shall be full-time and exclusive, except for your services to WMG Management Holdings, LLC; provided, however, to the extent such activities do not interfere with the performance of your duties hereunder, you shall not be precluded from the activities listed on Schedule A hereto. During the term of your employment, you shall be subject to the Non-Competition restrictions as set forth in Section 3.6(a) of the LCC Agreement.

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6. Reporting: You shall work under the supervision and direction of the senior executive officers of Company and shall perform such duties as you shall reasonably be directed to perform by such senior officers.

7. Termination by Company for "Cause": Company may at any time while you are employed by Company, by written notice, terminate your employment for Cause (as defined below), such Cause to be specified in the notice of termination. The following acts shall constitute "Cause" hereunder: (i) ceasing to perform your material duties to Company or any of its affiliates (other than as a result of vacation, approved leave, or your incapacity due to physical or mental illness or injury), which failure amounts to an extended neglect of such duties, (ii) engaging in conduct that is demonstrably and materially injurious to the business of Company or any of its affiliates, (iii) conviction of, or plea of guilty or no contest to, any misdemeanor involving as a material element fraud, dishonesty or sale or possession of illicit substances, or to a felony, (iv) failing to follow the lawful instructions of Company's board of directors or your direct superiors to the extent such instructions have been communicated to you, or (v) your breach of any material covenant contained in this letter. Notice of termination given to you by Company shall specify the reason(s) for such termination, and in the case where a cause for termination described in clause (i), (iv) or (v) above shall be susceptible of cure, if you fail to cure such cause for termination within fifteen (15) days after the date of such notice, termination shall be effective upon the expiration of such fifteen (15)-day period, and if you cure such cause within such fifteen (15)-day period, such notice of termination shall be ineffective. In all other cases, notice of termination shall be effective on the date thereof. In the event of a termination of your employment by Company for Cause, you shall have no further rights to payments or benefits from Company other than the right to receive any accrued but unpaid salary, accrued vacation pay, any unreimbursed expenses and any accrued but unpaid benefits, in each case to the date of your termination and in accordance with the applicable Company plan or policy (collectively, the "Basic Termination Payments"), except that any entitlements you may have under the Plan shall be governed by its terms.

8. Termination by Company other than for "Cause": Company may at any time while you are employed by Company terminate your employment for any reason other than for Cause. In the event of a termination by Company other than for Cause, death or disability, your sole remedy shall be that you shall be eligible to receive (i) the Basic Termination Payments and (ii) subject to your execution of a release, in Company's standard form, as in effect at the time of your termination (the "Release"), and such Release having become irrevocable, within seventy (70) days following the date of termination of your employment, the Termination Payments (as such term is defined below), except that any entitlements you may have under the Plan shall be governed by its terms. Any Termination Payments payable to you under this letter shall be made by Company in accordance with its regular payroll practices, commencing on the next possible pay cycle following your date of termination, at the same salary rate as was in effect as of your date of termination, for the applicable period as is necessary to cause the full amount due to be paid; provided, that such period shall not exceed fifty-two weeks (such period, the "Payment Period"); provided further that (i) the first installment shall not be paid prior to the first possible payroll cycle after the Release becomes non-revocable or (ii) if the seventy (70) day period for execution and non-revocation of the Release begins in one calendar year and ends in a subsequent calendar year, the first of the installments of your severance pay shall be paid on the first payroll cycle after the seventieth (70th) day following the date your employment terminates, and in each case will include any installments that would previously have been paid if the Release had been effective on the date of your termination of employment. Following the delivery of an executed release pursuant to this section, you shall have no duty to seek substitute employment, and Company shall have no right of offset against any amounts paid to you under this section with respect to any compensation or fees thereafter received by you from any employment thereafter obtained or consultancy arrangement thereafter entered into by you.

For the purposes of this letter, the "Termination Payments" shall mean an amount equal to (x) seventy-five percent (75%) of your annual salary in effect at the time of your termination if the termination or resignation, as applicable, to which such payment relates occurs on or prior to the first anniversary of the Effective Date; or (y) fifty percent (50%) of your annual salary in effect at the time of your termination if the termination or resignation, as applicable, to which such payment relates occurs following the first anniversary of the Effective Date.

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9. Termination by You for “Good Reason”: In the event that your employment is terminated due to a resignation by you for “Good Reason” (as defined below), (i) you shall be eligible to receive (A) the Basic Termination Payments and (B) subject to your execution of the Release, and such release having become irrevocable, within seventy (70) days of the date of your termination of employment, the Termination Payments, payable on the terms, condition and schedule set forth in Section 8 hereof. For the avoidance of doubt, any entitlements you may have under the Plan shall be governed by its terms. “Good Reason” shall mean: (x) a material reduction in your annual salary or your Annual FCF Bonus percentage, (y) a failure by Company to pay to you any annual salary which has become payable and due to you in accordance with the terms herein, or (z) a failure by Company to pay to you any entitlement which has become payable and due to you in accordance with the terms of the Plan; provided that, within thirty (30) days following any such reduction or failure, (1) you shall have delivered written notice to Company of your intention to terminate your employment for Good Reason, which notice specifies in reasonable detail the circumstances claimed to give rise to your right to terminate your employment for Good Reason, (2) you shall have provided Company with thirty (30) days after receipt of such notice to cure such circumstances, and (3) failing a cure, you shall have terminated your employment within thirty (30) days after the expiration of the thirty (30)-day period set forth in clause (2).

10. COBRA Benefits: Under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”), as amended, you may have the right, at your expense, to elect to continue your and/or your dependents’ current medical health insurance coverage including dental and vision insurance coverage under the group insurance plan maintained by Company. Further information regarding COBRA’s coverage, including enrollment forms and premium quotations, will be sent to you separately.

11. Restrictive Covenants: You hereby agree that you shall comply with and be subject to the Restrictive Covenants set forth in Section 3.6 of the LLC Agreement.

12. Indemnity: During the term of your employment and thereafter, Company shall indemnify you against expenses (including but not limited to final judgments and amounts paid in settlement to which Company has consented in writing, which consent shall not be unreasonably withheld) in connection with litigation against you arising out of the performance of your duties hereunder; provided that (i) the foregoing indemnity shall only apply to matters for which you perform your duties for Company in good faith and in a manner you reasonably believe to be in or not opposed to the best interests of Company and not in contravention of the instructions of any senior officer of Company and (ii) you shall have provided Company with prompt notice of the commencement of any such litigation. Company will provide defense counsel selected by Company. You agree to cooperate in connection with any such litigation.

13. Complete Agreement: This letter, the Plan, the LLC Agreement and the election form that you executed and submitted to Company on or prior to the Effective Date in connection with your participation in the Plan set forth the entire agreement and understanding between you and Company with respect to your at-will employment with Company, and supersede and terminate any and all prior agreements, arrangements and understandings governing the subject matter thereof. No representation, promise or inducement with respect to your at-will employment with Company has been made by either party that is not embodied in this letter, and neither party shall be bound by or liable for any such alleged representation, promise or inducement not herein set forth.

14. Miscellaneous:

a. You acknowledge that services to be rendered by you under this letter are of a special, unique and intellectual character which gives them peculiar value, and that a breach or threatened breach of any provision in this letter, will cause Company immediate irreparable injury and damage which cannot be reasonably or adequately compensated in damages in an action at law. Accordingly, without limiting any right or remedy which Company may have in such event, you specifically agree that Company shall be entitled to injunctive relief to enforce and protect its rights under this letter. The provisions of this section shall not be construed as a waiver by Company of any rights which Company may have to damages or any other remedy.

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b. This letter shall be governed by and construed according to the laws of the State of New York as applicable to agreements executed in and to be wholly performed within such State. In the unlikely event that differences arise between the parties related to or arising from this letter that are not resolved by mutual agreement, to facilitate a judicial resolution and save time and expense of both parties, Company and you agree not to demand a trial by jury in any action, proceeding or counterclaim.

c. As an at-will employee, you will be expected to comply with all of Company's policies and procedures, including Company's Compliance & Ethics Program, as in effect from time to time. Please understand that Company reserves the right to interpret, change, supplement and discontinue any policies, rules, benefit plans and programs at any time in its sole discretion.

d. All payments made to you hereunder shall be subject to applicable withholding and social security taxes and other ordinary and customary payroll deductions.

e. This letter is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and will be interpreted in a manner intended to comply with Section 409A of the Code (and any related regulations or other pronouncements). Amounts payable under this letter shall be deemed not to be a "deferral of compensation" subject to Section 409A of the Code to the extent provided in the exceptions set forth in Treas. Reg. Section 1.409A-1(b)(4) ("short-term deferrals") and Treas. Reg. Section 1.409A-1(b)(9) ("separation pay plans") and other applicable provisions of Treas. Reg. Section 1.409A-1 through A-6. References under this letter to a termination of your employment shall be deemed to refer to the date upon which you have experienced a "separation from service" within the meaning of Section 409A of the Code. Notwithstanding anything herein to the contrary, (i) if at the time of your separation from service with Company you are a "specified employee" as defined in Section 409A of the Code (and any related regulations or other pronouncements thereunder) and the deferral of the commencement of any payments or benefits otherwise payable hereunder as a result of such termination of employment is necessary in order to prevent any accelerated or additional tax under Section 409A of the Code, then Company will defer the commencement of the payment of any such payments or benefits hereunder (without any reduction in such payments or benefits ultimately paid or provided to you) until the date that is six months following your separation from service (or the earliest date as is permitted under Section 409A of the Code), at which point all payments deferred pursuant to this Paragraph 14(e) shall be paid to you in a lump sum and (ii) if any other payments of money or other benefits due to you hereunder could cause the application of an accelerated or additional tax under Section 409A of the Code, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A of the Code, or otherwise such payment or other benefits shall be restructured, to the extent possible, in a manner, determined by Company, that does not cause such an accelerated or additional tax. To the extent any reimbursements or in-kind benefits due to you under this letter constitute "deferred compensation" under Section 409A of the Code, any such reimbursements or in-kind benefits shall be paid to you in a manner consistent with Treas. Reg. Section 1.409A-3(i)(1)(iv). Each payment made under this letter shall be designated as a "separate payment" within the meaning of Section 409A of the Code. For the avoidance of doubt, any continued health benefit plan coverage that you are entitled to receive following your termination of employment is expected to be exempt from Section 409A of the Code and, as such, shall not be subject to delay pursuant to this paragraph.

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If the foregoing correctly sets forth our understanding, please sign below and return this letter to Company.

Yours Sincerely,

WARNER MUSIC INC.

By: /s/ STEVE COOPER

Accepted and Agreed:

/s/ ROB WIESENTHAL

**Rob Wiesenthal**

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**Schedule A**

1. Service on the Boards of Directors of the following:
  - (i) TripAdvisor,
  - (ii) Starz, and
  - (iii) Jawbone; provided that Jawbone is not engaged in any business that is directly competitive with any business of Warner Music Group.
2. Rendering services to Access Industries

12.14.12

December 17, 2012  
Effective January 1, 2013

Mark Ansorge  
c/o Warner Music Inc.  
75 Rockefeller Plaza  
New York, New York 10019

Dear Mark,

This letter summarizes the terms of your continued employment with Warner Music Inc. (“Company”), as described below. You and Company both acknowledge and agree that effective as of January 1, 2013 (“Effective Date”), your employment agreement with Company, dated July 30, 2008, effective August 7, 2008 (the “Prior Employment Agreement”), shall be terminated. Upon the termination of your Prior Employment Agreement, your employment with Company will be “at-will”. This means that either you or Company will have the right to end the employment relationship for any reason, at any time, with or without notice and with or without cause. Your at-will status shall not be affected by this letter and your at-will relationship with Company cannot be changed by anything that is said or written or by conduct unless such change is specifically acknowledged in a document that is signed by an authorized executive of Company.

In addition, you and Company both acknowledge and agree that as of the Effective Date, you will (i) become a Service Member (as such term is defined in the in the Limited Liability Company Agreement of WMG Management Holdings, LLC, dated January 1, 2013 (the “LLC Agreement”)) of WMG Management Holdings, LLC and (ii) be eligible to participate in the Warner Music Group Corp. Senior Management Free Cash Flow Plan (the “Plan”), in each case, in accordance with the terms and conditions of the LLC Agreement and the Plan, as applicable, and shall be subject to the applicable terms and conditions therein. For the avoidance of doubt, in the event of a conflict between the terms and conditions of the LLC Agreement or the Plan and the terms and conditions contained herein, the terms of the LLC Agreement or Plan, as applicable, shall govern. Notwithstanding anything to the contrary in this letter, any entitlements that you may have under the Plan shall be treated in accordance with the terms and conditions therein.

The terms of your at-will employment shall be as follows:

1. Position: Executive Vice President, Human Resources and Chief Compliance Officer
2. Annual salary: \$425,000 per year. You will be paid in accordance with Company’s normal payroll practices.
3. Annual FCF Bonus: You shall be entitled to receive an Annual FCF Bonus (as such term is defined in the Plan) in accordance with, and subject to the terms and conditions of, the Plan; provided that Free Cash Flow (as defined in the Plan) for the relevant fiscal year is greater than zero. You acknowledge and agree that, for all periods from and after the Effective Date, an Annual FCF Bonus shall be your only bonus from Company and its affiliates. For the avoidance of doubt, your annual bonus for the Company’s 2012 fiscal year shall be determined in accordance with Company’s 2012 bonus plan and your Prior Employment Agreement.

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4. Benefits: While you are employed hereunder, you shall be entitled to all fringe benefits generally accorded to employees of Company at your level from time to time, including, but not limited to, vacation, medical health and accident, group insurance and similar benefits, provided that you are eligible under the general provisions of any applicable plan or program and Company continues to maintain such plan or program during the term of your employment.

5. Exclusivity: Your employment with Company shall be full-time and exclusive, except for your services to WMG Management Holdings, LLC; provided, however, to the extent such activities do not interfere with the performance of your duties hereunder, you shall not be precluded from the activities listed on Schedule A hereto. During the term of your employment, you shall be subject to the Non-Competition restrictions as set forth in Section 3.6(a) of the LCC Agreement.

6. Reporting: You shall work under the supervision and direction of the senior executive officers of Company and shall perform such duties as you shall reasonably be directed to perform by such senior officers.

7. Termination by Company for "Cause": Company may at any time while you are employed by Company, by written notice, terminate your employment for Cause (as defined below), such Cause to be specified in the notice of termination. The following acts shall constitute "Cause" hereunder: (i) ceasing to perform your material duties to Company or any of its affiliates (other than as a result of vacation, approved leave, or your incapacity due to physical or mental illness or injury), which failure amounts to an extended neglect of such duties, (ii) engaging in conduct that is demonstrably and materially injurious to the business of Company or any of its affiliates, (iii) conviction of, or plea of guilty or no contest to, any misdemeanor involving as a material element fraud, dishonesty or sale or possession of illicit substances, or to a felony, (iv) failing to follow the lawful instructions of Company's board of directors or your direct superiors to the extent such instructions have been communicated to you, or (v) your breach of any material covenant contained in this letter. Notice of termination given to you by Company shall specify the reason(s) for such termination, and in the case where a cause for termination described in clause (i), (iv) or (v) above shall be susceptible of cure, if you fail to cure such cause for termination within fifteen (15) days after the date of such notice, termination shall be effective upon the expiration of such fifteen (15)-day period, and if you cure such cause within such fifteen (15)-day period, such notice of termination shall be ineffective. In all other cases, notice of termination shall be effective on the date thereof. In the event of a termination of your employment by Company for Cause, you shall have no further rights to payments or benefits from Company other than the right to receive any accrued but unpaid salary, accrued vacation pay, any unreimbursed expenses and any accrued but unpaid benefits, in each case to the date of your termination and in accordance with the applicable Company plan or policy (collectively, the "Basic Termination Payments"), except that any entitlements you may have under the Plan shall be governed by its terms.

8. Termination by Company other than for "Cause": Company may at any time while you are employed by Company terminate your employment for any reason other than for Cause. In the event of a termination by Company other than for Cause, death or disability, your sole remedy shall be that you shall be eligible to receive (i) the Basic Termination Payments and (ii) subject to your

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execution of a release, in Company's standard form, as in effect at the time of your termination (the "Release"), and such Release having become irrevocable, within seventy (70) days following the date of termination of your employment, the Termination Payments (as such term is defined below), except that any entitlements you may have under the Plan shall be governed by its terms. Any Termination Payments payable to you under this letter shall be made by Company in accordance with its regular payroll practices, commencing on the next possible pay cycle following your date of termination, at the same salary rate as was in effect as of your date of termination, for the applicable period as is necessary to cause the full amount due to be paid; provided, that such period shall not exceed fifty-two weeks (such period, the "Payment Period"); provided further that (i) the first installment shall not be paid prior to the first possible payroll cycle after the Release becomes non-revocable or (ii) if the seventy (70) day period for execution and non-revocation of the Release begins in one calendar year and ends in a subsequent calendar year, the first of the installments of your severance pay shall be paid on the first payroll cycle after the seventieth (70th) day following the date your employment terminates, and in each case will include any installments that would previously have been paid if the Release had been effective on the date of your termination of employment. Following the delivery of an executed release pursuant to this section, you shall have no duty to seek substitute employment, and Company shall have no right of offset against any amounts paid to you under this section with respect to any compensation or fees thereafter received by you from any employment thereafter obtained or consultancy arrangement thereafter entered into by you.

For the purposes of this letter, the "Termination Payments" shall mean an amount equal to (x) seventy-five percent (75%) of your annual salary in effect at the time of your termination if the termination or resignation, as applicable, to which such payment relates occurs on or prior to the first anniversary of the Effective Date; or (y) fifty percent (50%) of your annual salary in effect at the time of your termination if the termination or resignation, as applicable, to which such payment relates occurs following the first anniversary of the Effective Date.

9. Termination by You for "Good Reason": In the event that your employment is terminated due to a resignation by you for "Good Reason" (as defined below), (i) you shall be eligible to receive (A) the Basic Termination Payments and (B) subject to your execution of the Release, and such release having become irrevocable, within seventy (70) days of the date of your termination of employment, the Termination Payments, payable on the terms, condition and schedule set forth in Section 8 hereof. For the avoidance of doubt, any entitlements you may have under the Plan shall be governed by its terms. "Good Reason" shall mean: (x) a material reduction in your annual salary or your Annual FCF Bonus percentage, (y) a failure by Company to pay to you any annual salary which has become payable and due to you in accordance with the terms herein, or (z) a failure by Company to pay to you any entitlement which has become payable and due to you in accordance with the terms of the Plan; provided that, within thirty (30) days following any such reduction or failure, (1) you shall have delivered written notice to Company of your intention to terminate your employment for Good Reason, which notice specifies in reasonable detail the circumstances claimed to give rise to your right to terminate your employment for Good Reason, (2) you shall have provided Company with thirty (30) days after receipt of such notice to cure such circumstances, and (3) failing a cure, you shall have terminated your employment within thirty (30) days after the expiration of the thirty (30)-day period set forth in clause (2).

10. COBRA Benefits: Under the Consolidated Omnibus Budget Reconciliation Act

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("COBRA"), as amended, you may have the right, at your expense, to elect to continue your and/or your dependents' current medical health insurance coverage including dental and vision insurance coverage under the group insurance plan maintained by Company. Further information regarding COBRA's coverage, including enrollment forms and premium quotations, will be sent to you separately.

11. Restrictive Covenants: You hereby agree that you shall comply with and be subject to the Restrictive Covenants set forth in Section 3.6 of the LLC Agreement.

12. Indemnity: During the term of your employment and thereafter, Company shall indemnify you against expenses (including but not limited to final judgments and amounts paid in settlement to which Company has consented in writing, which consent shall not be unreasonably withheld) in connection with litigation against you arising out of the performance of your duties hereunder; provided that (i) the foregoing indemnity shall only apply to matters for which you perform your duties for Company in good faith and in a manner you reasonably believe to be in or not opposed to the best interests of Company and not in contravention of the instructions of any senior officer of Company and (ii) you shall have provided Company with prompt notice of the commencement of any such litigation. Company will provide defense counsel selected by Company. You agree to cooperate in connection with any such litigation.

13. Complete Agreement: This letter, the Plan, the LLC Agreement and the election form that you executed and submitted to Company on or prior to the Effective Date in connection with your participation in the Plan set forth the entire agreement and understanding between you and Company with respect to your at-will employment with Company, and supersede and terminate any and all prior agreements, arrangements and understandings, including without limitation, your Prior Employment Agreement governing the subject matter thereof. No representation, promise or inducement with respect to your at-will employment with Company has been made by either party that is not embodied in this letter, and neither party shall be bound by or liable for any such alleged representation, promise or inducement not herein set forth.

14. Miscellaneous:

a. You acknowledge that services to be rendered by you under this letter are of a special, unique and intellectual character which gives them peculiar value, and that a breach or threatened breach of any provision in this letter, will cause Company immediate irreparable injury and damage which cannot be reasonably or adequately compensated in damages in an action at law. Accordingly, without limiting any right or remedy which Company may have in such event, you specifically agree that Company shall be entitled to injunctive relief to enforce and protect its rights under this letter. The provisions of this section shall not be construed as a waiver by Company of any rights which Company may have to damages or any other remedy.

b. This letter shall be governed by and construed according to the laws of the State of New York as applicable to agreements executed in and to be wholly performed within such State. In the unlikely event that differences arise between the parties related to or arising from this letter that are not resolved by mutual agreement, to facilitate a judicial resolution and save time and expense of both parties, Company and you agree not to demand a trial by jury in any action, proceeding or counterclaim.

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c. As an at-will employee, you will be expected to comply with all of Company's policies and procedures, including Company's Compliance & Ethics Program, as in effect from time to time. Please understand that Company reserves the right to interpret, change, supplement and discontinue any policies, rules, benefit plans and programs at any time in its sole discretion.

d. All payments made to you hereunder shall be subject to applicable withholding and social security taxes and other ordinary and customary payroll deductions.

e. This letter is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and will be interpreted in a manner intended to comply with Section 409A of the Code (and any related regulations or other pronouncements). Amounts payable under this letter shall be deemed not to be a "deferral of compensation" subject to Section 409A of the Code to the extent provided in the exceptions set forth in Treas. Reg. Section 1.409A-1(b)(4) ("short-term deferrals") and Treas. Reg. Section 1.409A-1(b)(9) ("separation pay plans") and other applicable provisions of Treas. Reg. Section 1.409A-1 through A-6. References under this letter to a termination of your employment shall be deemed to refer to the date upon which you have experienced a "separation from service" within the meaning of Section 409A of the Code. Notwithstanding anything herein to the contrary, (i) if at the time of your separation from service with Company you are a "specified employee" as defined in Section 409A of the Code (and any related regulations or other pronouncements thereunder) and the deferral of the commencement of any payments or benefits otherwise payable hereunder as a result of such termination of employment is necessary in order to prevent any accelerated or additional tax under Section 409A of the Code, then Company will defer the commencement of the payment of any such payments or benefits hereunder (without any reduction in such payments or benefits ultimately paid or provided to you) until the date that is six months following your separation from service (or the earliest date as is permitted under Section 409A of the Code), at which point all payments deferred pursuant to this Paragraph 14(e) shall be paid to you in a lump sum and (ii) if any other payments of money or other benefits due to you hereunder could cause the application of an accelerated or additional tax under Section 409A of the Code, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A of the Code, or otherwise such payment or other benefits shall be restructured, to the extent possible, in a manner, determined by Company, that does not cause such an accelerated or additional tax. To the extent any reimbursements or in-kind benefits due to you under this letter constitute "deferred compensation" under Section 409A of the Code, any such reimbursements or in-kind benefits shall be paid to you in a manner consistent with Treas. Reg. Section 1.409A-3(i)(1)(iv). Each payment made under this letter shall be designated as a "separate payment" within the meaning of Section 409A of the Code. For the avoidance of doubt, any continued health benefit plan coverage that you are entitled to receive following your termination of employment is expected to be exempt from Section 409A of the Code and, as such, shall not be subject to delay pursuant to this paragraph.

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If the foregoing correctly sets forth our understanding, please sign below and return this letter to Company.

Yours Sincerely,

WARNER MUSIC INC.

By:  /s/ Paul M. Robinson

Accepted and Agreed:

/s/ Mark Ansorge  
MARK ANSORGE

---

**SCHEDULE A**

None

**AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
WMG MANAGEMENT HOLDINGS, LLC  
Dated as of December 4, 2013**

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**AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT OF  
WMG MANAGEMENT HOLDINGS, LLC**

This Amended and Restated Limited Liability Company Agreement of WMG Management Holdings, LLC, dated as of December 4, 2013, is entered into by the Company, AI Entertainment Management, LLC (the "Managing Member") and the Persons listed on Schedule A attached hereto, as the same may be amended from time to time (the "Members").

W I T N E S S E T H:

WHEREAS, the Company was formed pursuant to a Certificate of Formation filed for recordation in the office of the Secretary of State of the State of Delaware on December 12, 2012; and

WHEREAS, the Managing Member desires to amend and restate the Limited Liability Company Agreement, dated as of January 7, 2013, between the Managing Member and the Members to make certain provisions for the affairs of the Company and the conduct of its business and the rights and obligations of the parties on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I  
FORMATION OF THE COMPANY

Section 1.1 Name; Authorized Persons.

(a) Name of the Company. The name of the Company is "WMG Management Holdings, LLC." The business of the Company may be conducted under such other names as the Managing Member may from time to time designate.

(b) Authorized Persons. A person designated as an authorized person within the meaning of the Act, has executed, delivered and filed the Certificate. On January 7, 2013, his or her powers as an authorized person ceased and each Officer of the Company became designated as an authorized person within the meaning of the Delaware Act and may execute, deliver and file any and all amendments to and restatements of the Certificate.

Section 1.2 Term of Company. The term of the Company commenced on the date of the initial filing of the Certificate with the Secretary of State of the State of Delaware. The Company may be terminated in accordance with the terms and provisions hereof, and shall continue unless and until dissolved as provided in Article XII. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate as provided in the Delaware Act.

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Section 1.3 Registered Agent and Office. The Company's registered agent and office in the State of Delaware shall be Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware, 19808. The Managing Member may designate another registered agent and/or registered office from time to time in accordance with the then applicable provisions of the Delaware Act and any other applicable laws.

Section 1.4 Qualification in Other Jurisdictions. Any authorized person of the Company shall execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

Section 1.5 Taxable Year. The taxable year of the Company for federal, state and local income tax purposes shall end on December 31.

## ARTICLE II PURPOSE AND POWERS OF THE COMPANY

Section 2.1 Purpose. The purposes of the Company are, and the nature of the business to be conducted and promoted by the Company is, holding shares of WMG Common Stock, engaging in any lawful act or activity for which limited liability companies may be formed under the Delaware Act and engaging in all acts or activities as the Company deems necessary, advisable or incidental to the furtherance of the foregoing.

Section 2.2 Powers of the Company. The Company shall have the power and authority to take any and all actions that are necessary, appropriate, advisable, convenient or incidental to or for the furtherance of the purposes set forth in Section 2.1.

Section 2.3 Qualification in Other Jurisdictions. The Company shall cause itself to be qualified, formed or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company transacts business and in which such qualification or registration is required by law or deemed advisable by the Company. Any Company officer as an authorized person within the meaning of the Act may execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

## ARTICLE III MEMBERS AND UNITS

Section 3.1 Powers of Members. The Members shall have the power to exercise any and all rights or powers granted to the Members pursuant to the express terms of this Agreement. The approval or consent of the Members shall not be required in order to authorize the taking of

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any action by the Company, unless and then only to the extent that (i) this Agreement shall expressly provide therefor, (ii) such approval or consent shall be required by any provision of the Delaware Act that by its terms may not be waived or (iii) the Managing Member shall determine that obtaining such approval or consent would be appropriate or desirable. The Service Members, as such, shall have no power to bind the Company.

Section 3.2 Units.

(a) Units Generally. The Company will have the following authorized classes of Units: Class A Units, Class B Units and Class C Units.

(b) No Voting Rights. All Class A Units and Class B Units shall be non-voting.

(c) Class A Units. The Company shall issue Class A Units to Service Members in exchange for shares (or fractional shares) of WMG Common Stock received upon settlement of Deferred Equity Units pursuant to the Plan. In addition, the Company may issue Class A Units to the Managing Member in exchange for shares (or fractional shares) of WMG Common Stock.

(d) Class B Units.

(i) Initial Issuance. In connection with the performance of services to or for the benefit of the Company, the Company shall (within 90 days of the date a Service Member begins to participate in the Plan) issue to the Service Member a number of Class B Units equal to the Service Member's Initial Unit Allocation and (within 90 days of the date a Service Member receives an Additional Unit Allocation under the Plan) issue to the Service Member a number of additional Class B Units equal to the Service Member's Additional Unit Allocation.

(ii) Vesting. Class B Units held by a Service Member shall vest at the times and to the extent that Deferred Equity Units are credited to the Service Member's Deferral Account under the Plan and shall be subject to forfeiture as provided in Section 11.2; provided that if a Change in Control occurs prior to the date on which unvested Class B Units were scheduled to vest pursuant to this Section 3.2(d)(ii), then, immediately prior to such Change in Control, a number of Class B Units shall vest equal to the number of Deferred Equity Units that are then credited to such Service Member's Deferral Account pursuant to Section 8.1(a) of the Plan.

(iii) Benchmark Amount. The Benchmark Amount of each Class B Unit shall be determined at the time such Class B Unit is issued to a Service Member and shall equal the then current Fair Market Value of one WMG Fractional Share, which shall be reflected on Schedule A. For the avoidance of doubt, the Benchmark Amount of each Class B Unit granted on the Effective Date shall be the Initial Base Investment Price.

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(iv) Reallocation of Class B Units. If at any time the Managing Member owns Class B Units, the Managing Member may, in its sole discretion, cause the Company to cancel all or any portion of such Class B Units, without payment by the Company, for the purpose of granting up to an equal number of Class B Units (with Benchmark Amounts determined at the date of such grant) to Service Members (whether existing Members or Additional Members). Upon any such cancellation and grant, the Managing Member shall reallocate the WMG Fractional Shares that were allocated to such cancelled Class B Units of the Managing Member to the newly-granted Class B Units of such Service Members, in which case the Benchmark Amounts applicable to such newly-granted Class B Units shall be allocated to the Managing Member.

(e) Class C Units. As of any date, a number of the Class A Units held by the Managing Member shall be reclassified as Class C Units. The number of such Class A Units reclassified as Class C Units as of any date shall equal the number of Class B Units outstanding (whether vested or unvested) as of such date. Class C Units shall not have any rights to distributions under this Agreement.

(f) Redemption and Forfeiture. Units owned by Service Members are subject to redemption and/or forfeiture as provided in Article XI.

(g) Adjustment Events. The number and kind of shares or other equity interests to which Class A Units, Class B Units, Class C Units and WMG Fractional Shares may relate, the number and kinds of securities deliverable and the Benchmark Amounts shall be proportionally adjusted to reflect, as deemed equitable and appropriate by the Managing Member, any stock dividend, stock split, share combination, recapitalization, merger, consolidation, reorganization, exchange of shares or any other similar event affecting WMG Common Stock.

(h) Unit Certificates. The Company may at any time and at the discretion of the Managing Member issue one or more Unit Certificates in the name of a Member in respect of the issue or reallocation of a Unit to that Member and record the issue or reallocation of such Unit to such Member in the records of the Company.

Section 3.3 No Cessation of Membership upon Bankruptcy. A Person shall not cease to be a Member of the Company upon the happening, with respect to such Person, of any of the events specified in Section 18-304 of the Delaware Act.

Section 3.4 Additional Members and Increased Capital Contributions.

(a) Generally. The Company may admit one or more additional Members (each an "Additional Member") and may permit previously admitted Members to increase their investment in the Company, in each case, upon the approval of the Managing Member. The Managing Member shall approve the admission of any Person who is granted Class B Units pursuant to the Plan or the increased Capital Contribution from any Person who contributes WMG Fractional Shares to the Company pursuant to the Plan.

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(b) Procedures. Each Person shall be admitted as an Additional Member at the time such Person ( i ) executes a counterpart to this Agreement, ( ii ) complies with the applicable Managing Member resolution, if any, with respect to such admission and ( iii ) is named as a Member in Schedule A hereto. Upon the admission of an Additional Member, an increase in a Service Member's Maximum Unit Allocation or an increased investment in the Company, to the extent applicable, the Managing Member: ( A ) shall determine the number of Units to be issued to such Additional Member (or existing Member); ( B ) shall determine the Benchmark Amounts with respect to any Class B Units issued at such time to the Additional Member (or existing Member); and ( C ) may cause the Company to issue one or more Unit Certificates in the name of such Additional Member (or existing Member) and record the issuance of Units to such Additional Member (or existing Member) in the records of the Company.

Section 3.5 No Continued Right to Employment. Nothing in this Agreement will be construed as providing any Member any right to continued employment by the Company, WMG or any of its Affiliates, nor will it be construed as limiting or otherwise affecting any of such Member's obligations or duties owed to WMG and its Affiliates in his or her capacity as an employee of WMG or any of its Affiliates.

Section 3.6 Restrictive Covenants. The covenants and restrictions contained in this Section 3.6 shall be in addition to and not in lieu of any covenants or restrictions applying to any Service Member pursuant to any employment, severance or services agreement between such Service Member and WMG or any of its Affiliates and are intended to reflect the special obligations of the Service Members as Members of the Company.

(a) Non-Competition. Each Service Member hereby covenants and agrees that, during the period the Service Member holds, directly or indirectly, any equity interest in the Company or, if earlier, until the date of the applicable Service Member's termination of employment for any reason (the "Restricted Period"), such Service Member shall not become associated with any entity, whether as a principal, partner, employee, member, consultant or shareholder (other than as a holder of not in excess of 1% of the outstanding voting shares of any publicly traded company), that is actively engaged in any geographic area in which WMG or any of its Affiliates does business in any business which is either ( i ) in competition with the businesses of WMG and its Affiliates or ( ii ) proposed to be conducted by WMG or any of its Affiliates in any business plan of WMG or any of its Affiliates; provided, however, this Section 3.6(a) shall not apply with respect to any activities which are ( A ) expressly permitted pursuant to the terms of any employment, severance or services agreement or letter between the applicable Service Member and WMG or any of its Affiliates or ( B ) previously approved by WMG, its Board of Directors or a committee thereof pursuant to WMG's conflict of interest resolution procedures.

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(b) Non-Solicitation of Employees, Artists and Labels. Each Service Member (other than a Service Member located in the State of California) hereby covenants and agrees that, during the Restricted Period and for the one-year period thereafter, such Service Member shall not, directly or indirectly, as an employee, agent, consultant, partner, joint venture, owner, officer, director, member of any other firm, partnership, corporation or other Person or in any other capacity:

(i) hire or make an offer of employment to any then-current employees of WMG or any of its Affiliates in the United States or to any individuals who were employees of WMG or any of its Affiliates in the United States in the prior six-month period (collectively, the “Restricted Employees”);

(ii) solicit, negotiate with, induce, persuade encourage or otherwise attempt to solicit, negotiate with, induce, persuade or encourage any Restricted Employees to (A) terminate his or her employment with WMG or any of its Affiliates, (B) refrain from extending his or her employment with WMG or any of its Affiliates, (C) refrain from entering into a new employment arrangement with WMG or any of its Affiliates, (D) enter into any employment arrangement with any competitor of WMG or any of its Affiliates or (E) violate any provision of a Restricted Employee’s Contract with WMG or any of its Affiliates;

(iii) enter into any Contract with any Restricted Artist or Restricted Label; or

(iv) solicit, negotiate with, induce, persuade, encourage or otherwise attempt to solicit, negotiate with, induce, persuade or encourage any Restricted Artist or Restricted Label to (A) terminate his, her or its relationship or Contract with WMG or any of its Affiliates, (B) refrain from extending his, her or its relationship or Contract with WMG or any of its Affiliates, (C) refrain from entering into a new Contract with WMG or any of its Affiliates, (D) enter into any relationship or Contract with any competitor of WMG or any of its Affiliates or (E) violate any provision of the Restricted Artist’s or Restricted Label’s Contract with WMG or any of its Affiliates.

In lieu of the preceding covenants and agreements in clauses (i) through (iv) of this Section 3.6(b), each Service Member located in the State of California hereby covenants and agrees that, during the Restricted Period and for the one-year period thereafter, such Service Member shall not, directly or indirectly, as an employee, agent, consultant, partner, joint venture, owner, officer, director, member of any other firm, partnership, corporation or other Person or in any other capacity:

(v) solicit, induce or encourage any Restricted Employee in the United States to leave their employment with WMG or any of its Affiliates; or

(vi) (1) induce (or attempt to induce) a breach or disruption of the contractual relationship between WMG or any of its Affiliates and any Restricted Artist or Restricted Label or (2) use the trade secrets or confidential information of WMG or any of its Affiliates to solicit, induce or encourage any Restricted Artist or Restricted Label to end its relationship with WMG or any of its Affiliates, as applicable.

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(c) Non-Disparagement. Each Service Member hereby covenants and agrees that such Service Member shall not at any time make any statements, directly or indirectly, to any Person that are intended to, or could reasonably be expected to, damage the business or reputation of WMG or any of its Affiliates, including Access.

(d) Confidentiality. Each Service Member hereby covenants and agrees that such Service Member shall not at any time, either during or following his or her employment with WMG or any of its Affiliates, disclose or reveal to any Person or make use of (otherwise than for the benefit of WMG or any of its Affiliates) any trade secrets or information of a secret or confidential nature, including without limitation, matters of a business nature, such as information about costs, profits, markets, leases, details of recording or music publishing agreements, distribution agreements, customer Contracts, manufacturing processes, financial information, technical and production know-how, developments, inventions, processes or administrative procedures, concerning the business or affairs of WMG or any of its Affiliates, which the Service Member may have acquired in the course of or incident to the Service Member's employment with WMG or any of its Affiliates, and the Service Member confirms that all such information (" Confidential Information") is the exclusive property of WMG and its Affiliates. This Section 3.6(d) shall not apply to disclosures by the Service Member ( i) with the Company's consent, ( ii) to the Service Member's legal counsel in connection with seeking legal advice related hereto, ( iii) to the Service Member's accountants in connection with seeking financial or tax advice related hereto or ( iv) as required by law, a court of competent jurisdiction or regulatory agency or other governmental authority. Nothing herein shall prevent the Service Member, subsequent to the termination or expiration of his or her employment with WMG or any of its Affiliates, from using or availing himself or herself of general technical skills, knowledge and experience, including that pertaining to or derived from the non-confidential aspects of the businesses of WMG or any of its Affiliates. The term "Confidential Information" shall not include information generally available and known to the public other than as a result of a breach of this Section 3.6(d) by the Service Member. The Service Member agrees to hold as WMG property all Confidential Information and all books, papers and other data and all copies thereof and therefrom, in any way relating to the businesses of WMG or any of its Affiliates, whether made or received by the Service Member, and, on termination of employment or upon demand by WMG, to deliver the same to WMG.

(e) Results and Proceeds of Employment. Each Service Member acknowledges and agrees that WMG or any of its Affiliates, as the case may be, shall own all rights of every kind and character throughout the world in perpetuity in and to any material and/or ideas written, suggested or in any way created by him or her during his or her employment with WMG or any of

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its Affiliates and all other results and proceeds of his or her employment with WMG or any of its Affiliates, including, but not limited to, all copyrightable material created by him or her within the scope of his or her employment. Each Service Member agrees to execute and deliver to WMG or any of its Affiliates, as the case may be, such assignments or other instruments as the Company may require from time to time to evidence WMG's or any of its Affiliates', as the case may be, ownership of the results and proceeds of his or her services rendered to WMG or any of its Affiliates.

(f) Remedies for Breach. Each Service Member acknowledges and agrees that the covenants and obligations of such Service Member with respect to non-competition, non-solicitation, non-disparagement, confidentiality and results and proceeds of employment in this Agreement relate to special, unique and extraordinary matters and that a violation or threatened violation of any of the terms of such covenants or obligations will cause WMG and its Affiliates (including the Company) irreparable injury for which adequate remedies are not available at law. Therefore, each Service Member agrees, to the fullest extent permitted by law, that WMG or any of its Affiliates (including the Company) shall be entitled to an injunction, restraining order or such other equitable relief (without the requirement to post bond) restraining such Service Member from committing any violation of the covenants or obligations contained in this Section 3.6. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Company, WMG or any of their Affiliates may have at law or in equity. In connection with the foregoing provisions of this Section 3.6, each Service Member represents that his or her economic means and circumstances are such that such provisions will not prevent him or her from providing for the Service Member and his or her family on a basis satisfactory to him or her.

(g) Unenforceable Restriction. It is expressly understood and agreed that although each Service Member and the Company consider the restrictions contained in this Section 3.6 to be reasonable, if a final determination is made by an arbitrator to whom the parties have assigned the matter or a court of competent jurisdiction that any restriction contained in this Agreement is an unenforceable restriction against any Service Member, the provisions of this Agreement shall not be rendered void but shall be reformed to apply as to such maximum time and to such maximum extent as such arbitrator or court may determine or indicate to be enforceable. Alternatively, if such arbitrator or court finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be reformed so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

#### ARTICLE IV MANAGEMENT

Section 4.1 Management. The business and affairs of the Company shall be managed by and under the direction of the Managing Member. The Managing Member shall be the "manager" of the Company for purposes of the Act. The Managing Member shall have complete and exclusive good faith discretion in the management and control of the affairs and business of

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the Company and shall possess all powers necessary, convenient or appropriate to carrying out the purposes and business of the Company and to performing all acts and entering into and performing all Contracts and other undertakings that it may deem necessary or advisable or incidental thereto, including doing all things and taking all actions necessary to carry out the terms and provisions of this Agreement.

Section 4.2 Designation of Officers. The Managing Member may designate one or more officers and agents of the Company. Such officers and agents shall serve for such terms, hold such offices, exercise such powers and perform such duties as the Managing Member from time to time may determine to be necessary, useful, appropriate, advisable, desirable or convenient. In addition, all officers and agents, as between themselves and the Company, shall have such authority and perform such duties in the management of the Company as generally pertain or are necessarily incidental to their particular office or agency.

## ARTICLE V CAPITAL ACCOUNTS; CAPITAL CONTRIBUTIONS

Section 5.1 Capital Accounts. A separate capital account (a “Capital Account”) shall be established and maintained for each Member. Each Member’s Capital Accounts shall be credited with the amount of cash and Fair Market Value of property contributed by such Member to the Company, as set forth on Schedule A.

Section 5.2 Adjustments. As of the end of each Accounting Period, the balance in each Member’s Capital Account shall be adjusted by ( i) increasing such balance by such Member’s (A) allocable share of each item of the Company’s income and gain for such Accounting Period (allocated in accordance with Section 7.1) and (B) the amount of cash and the Fair Market Value of any property (as of the date of the contribution thereof and net of any liabilities encumbering such property) contributed to the Company by such Member during such Accounting Period, if any, and ( ii) decreasing such balance by (A) the amount of cash and the Fair Market Value of any property (as of the date of the distribution thereof and net of any liabilities encumbering such property) distributed to such Member during such Accounting Period and (B) such Member’s allocable share of each item of the Company’s loss and deduction for such Accounting Period (allocated in accordance with Section 7.1).

Section 5.3 Additional Capital Contributions. No Member shall be required to make any additional Capital Contribution to the Company in respect of the Interests owned by such Member. The provisions of this Section 5.3 are intended solely to benefit the Members and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be a third-party beneficiary of this Agreement), and no Member shall have any duty or obligation to any creditor of the Company to make any additional Capital Contributions or to cause the Managing Member to consent to the making of additional Capital Contributions.

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Section 5.4 Negative Capital Accounts. Except as required by law, no Member shall be required to make up a negative balance in its Capital Account.

ARTICLE VI  
DISTRIBUTIONS

Section 6.1 Distributions.

(a) Source. The Managing Member will determine in good faith the extent to which any distribution is made from Dividend Proceeds or Exit Proceeds. The determination of the Managing Member will be final and binding on all Members.

(b) Dividend Proceeds. Subject to Articles X and XI and Section 6.1(d), Dividend Proceeds will be apportioned among the Class A Units and Class B Units (including unvested Class B Units) held by the Members. The amounts so apportioned to the Class A Units and vested Class B Units of a Member will be distributed to such Member. The amounts so apportioned to the unvested Class B Units held by a Member will be distributed to the Managing Member.

(c) Exit Proceeds. Subject to Articles X and XI and Section 6.1(d), Exit Proceeds will be apportioned among the Class A Units and Class B Units (including unvested Class B Units) held by the Members. The amounts so apportioned to the Class A Units will be distributed to such Member. The amounts so apportioned to the unvested Class B Units held by a Member will be distributed to the Managing Member. The amounts so apportioned to the vested Class B Units held by a Member will be distributed (i) first, to the Managing Member up to the aggregate Benchmark Amount of such vested Class B Units and (ii) thereafter, to such Member.

(d) Offset to Certain Distributions. The Managing Member may, in its discretion, reduce the amount of any distributions to a Service Member under this Section 6.1 by all or any portion of the outstanding Unrecovered Investment Credit, if any, of the Service Member, which offset amounts shall instead be distributed to the Managing Member.

Section 6.2 Distributions In Kind. In the event of a distribution of Company property pursuant to Section 6.1, such property shall for all purposes of this Agreement be deemed to have been sold at its Fair Market Value and the proceeds of such sale shall be deemed to have been distributed to the Members.

Section 6.3 No Withdrawal of Capital. Except as otherwise expressly provided in Article XII, no Member shall have the right to withdraw capital from the Company or to receive any distribution or return of such Member's Capital Contributions.

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Section 6.4 Withholding.

(a) Each Member shall, to the fullest extent permitted by applicable law, indemnify and hold harmless each Person who is or who is deemed to be the responsible withholding agent for U.S. federal, state or local income tax purposes against all claims, liabilities and expenses of whatever nature (other than any claims, liabilities and expenses in the nature of penalties and accrued interest thereon that result from such Person's fraud, willful misfeasance, bad faith or gross negligence) relating to such Person's obligation to withhold and to pay over, or otherwise pay, any withholding or other taxes payable by the Company or as a result of such Member's participation in the Company.

(b) Notwithstanding any other provision of this Article VI, (i) each Member hereby authorizes the Company to withhold from payments to or Units of such Member and to pay over, or otherwise pay, any withholding or other taxes payable by the Company or any of its Affiliates with respect to such Member or as a result of such Member's participation in the Company and (ii) if and to the extent that the Company or any of its Affiliates shall be required to withhold or pay any such taxes (including any amounts withheld from amounts payable to the Company to the extent attributable, in the judgment of the Members, to the interest of such Member in the Company), such Member shall be deemed for all purposes of this Agreement to have received a payment from the Company as of the time such withholding or tax is required to be paid, which payment shall be deemed to be a distribution with respect to such Member's interest in the Company to the extent that the Member (or any successor to such Member's interest in the Company) is then entitled to receive a distribution. To the extent that the aggregate of such payments to a Member for any period exceeds the distributions to which such Member is entitled for such period, such Member shall make a prompt payment to the Company of such amount.

(c) If the Company makes a distribution in kind and such distribution is subject to withholding or other taxes payable by the Company on behalf of any Member, such Member shall make a prompt payment to the Company of the amount of such withholding or other taxes by wire transfer.

Section 6.5 Restricted Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of its interest in the Company if such distribution would violate Section 18-607 of the Delaware Act or other applicable law.

ARTICLE VII  
ALLOCATIONS

Section 7.1 Allocations to Capital Accounts. Except as provided in Section 7.2, each item of income, gain, loss or deduction (determined in accordance with U.S. tax principles as applied to the maintenance of capital accounts), with respect to any Accounting Period, including each item of income, gain, loss and deduction of the Company, shall be allocated among the Capital Accounts as of the end of such Accounting Period in a manner that as closely as possible gives effect to the provisions of Article VI and the other relevant provisions of this Agreement.

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Section 7.2 Tax Allocations and Other Tax Matters.

(a) Tax Allocations. Each item of income, gain, loss or deduction recognized by the Company shall be allocated among the Members for U.S. federal, state and local income tax purposes in the same manner that each such item is allocated to the Members' Capital Accounts or as otherwise provided herein, provided that the Managing Member may adjust such allocations as long as such adjusted allocations have substantial economic effect or are in accordance with the interests of the Members in the Company, in each case within the meaning of the Code and the Treasury Regulations. Tax credits and tax credit recapture shall be allocated in accordance with the Members' interests in the Company as provided in Treasury Regulations § 1.704-1(b)(4)(ii). All matters concerning allocations for U.S. federal, state and local and non-U.S. income tax purposes, including accounting procedures, not expressly provided for by the terms of this Agreement shall be determined by the Managing Member in its sole discretion.

(b) Certain Actions. Notwithstanding any other provision of this Agreement, ( i) each Member shall, and shall cause each of its Affiliates and transferees to, take any action requested by the Managing Member, and the Managing Member may take any action, to ensure that the fair market value of any interest in the Company that is transferred in connection with the performance of services is treated for U.S. federal income tax purposes as being equal to the "liquidation value" (within the meaning of Prop. Treas. Reg. section 1.83-3(l)) of that interest (and that each such interest in the Company is afforded pass-through treatment for all applicable U.S. federal, state or local income tax purposes) and ( ii) without limiting the generality of the foregoing, to the extent required in order to attain or ensure such treatment under any applicable law, Treasury Regulation, Revenue Procedure, Revenue Ruling, Notice or other guidance governing partnership interests transferred in connection with the performance of services, such action may include authorizing and directing the Company or the Managing Member to make any election, agreeing to any condition imposed on such Member, its Affiliates or its transferees, executing any amendment to this Agreement or other agreements, executing any new agreement, making any tax election or tax filing and agreeing not to take any contrary position.

(c) Member Notification Requirements. Each Member shall notify the Managing Member in a timely manner of its intention to ( i) file a notice of inconsistent treatment under section 6222(b) of the Code, ( ii) file a request for administrative adjustment of Company items, ( iii) file a petition with respect to any Company item or other tax matters involving the Company or ( iv) enter into a settlement agreement with the Secretary of the Treasury with respect to any Company items. Upon receipt of any such notification, the Managing Member, if it agrees with such Member's position, may in its sole discretion elect to make such filing or enter into such agreement, as applicable and practicable, on behalf of the Company. The cost of any audits or adjustments of a Member's tax return shall be borne solely by the affected Member. Each Member shall promptly upon request furnish to the Managing Member any information that the

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Managing Member may reasonably request in connection with any election or contemplated election or adjustment under section 734, 743 or 754 of the Code or with filing the tax returns of the Company or its Affiliates.

ARTICLE VIII  
BOOKS AND RECORDS

Section 8.1 Books, Records and Financial Statements. The Company shall keep or cause to be kept full and accurate accounts of the transactions of the Company in proper books and records of account which shall set forth all information required by the Act. Such books and records shall be maintained on the basis utilized in preparing the Company's U.S. income tax returns. Such books and records shall be available for inspection and copying by the Members or their duly authorized representatives during normal business hours for any purpose reasonably related to such Member's interest in the Company, provided that the Company may maintain the confidentiality of Schedule A as it relates to other Members.

Section 8.2 Filings of Returns and Other Writings: Tax Matters Partner.

(a) The Company shall timely file all Company tax returns and shall timely file all other writings required by any governmental authority having jurisdiction to require such filing. Within 180 days after the end of each taxable year (or as soon as reasonably practicable thereafter), the Company shall send to each Person that was a Member at any time during such year copies of Schedule K-1, "Partner's Share of Income, Credits, Deductions, Etc.", or any successor schedule or form with respect to such Person, together with such additional information as may be necessary for such Person to file his, her or its U.S. federal income tax returns.

(b) The Managing Member shall be the tax matters partner of the Company, within the meaning of section 6231 of the Code (the "Tax Matters Partner"). Each Member hereby consents to such designation and agrees that upon the request of the Tax Matters Partner, such Member will execute, certify, acknowledge, deliver, swear to, file and record at the appropriate public offices such documents as may be necessary or appropriate to evidence such consent.

(c) Promptly following the written request of the Tax Matters Partner, the Company shall, to the fullest extent permitted by law, reimburse and indemnify the Tax Matters Partner for all reasonable expenses, including reasonable legal and accounting fees, claims, liabilities, losses and damages incurred by the Tax Matters Partner in connection with any administrative or judicial proceeding with respect to the tax liability of the Members.

(d) The provisions of this Section 8.2 shall survive the termination of the Company or the termination of any Member's interest in the Company and shall remain binding on the Members for as long a period of time as is necessary to resolve with the Internal Revenue Service any and all matters regarding the U.S. federal income taxation of the Company or the Members.

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ARTICLE IX  
LIABILITY, EXCULPATION AND INDEMNIFICATION

Section 9.1 Liability. Except as otherwise provided by the Delaware Act, the debts, obligations and liabilities of the Company, whether arising in Contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Covered Person shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Covered Person.

Section 9.2 Exculpation. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence, willful misconduct or willful breach of this Agreement.

Section 9.3 Fiduciary Duty. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person.

Section 9.4 Indemnification. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence, willful misconduct or willful breach of this Agreement with respect to such acts or omissions; provided, that any indemnity under this Section 9.4 shall be provided out of and to the extent of Company assets only, and no Covered Person shall have any personal liability on account thereof.

Section 9.5 Expenses. To the fullest extent permitted by applicable law, expenses (including, without limitation, reasonable attorneys' fees, disbursements, fines and amounts paid in settlement) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding relating to or arising out of their performance of their duties on behalf of the

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Company shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that the Covered Person is not entitled to be indemnified as authorized in Section 9.4.

Section 9.6 Severability. To the fullest extent permitted by applicable law, if any portion of this Article IX shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify each Covered Person as to costs, charges and expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, including an action by or in the right of the Company, to the fullest extent permitted by any applicable portion of this Article IX that shall not have been invalidated.

## ARTICLE X TRANSFERS OF INTERESTS

### Section 10.1 Transfers of Interests by Members.

(a) Restrictions on Transfers by Service Members. No Service Member may Transfer any Interests (including, without limitation, to any other Service Member or by gift, by operation of law or otherwise), except as expressly provided in this Agreement.

(b) Estate Planning Transfers; Transfers upon Death of a Service Member. Subject to the prior written approval of the Managing Member (which approval may be granted or withheld and/or be subject to such terms and conditions as the Managing Member may require, in each case, in its sole discretion), the Class A Units and vested Class B Units held by Service Members may be Transferred (i) for estate-planning purposes to (A) a trust under which the distribution of such Units may be made only to beneficiaries who are such Service Member, his or her spouse, his or her parents, members of his or her immediate family or his or her lineal descendants, (B) a charitable remainder trust, the income from which will be paid to such Service Member during his or her life, (C) a corporation, the shareholders of which are only such Service Member, his or her spouse, his or her parents, members of his or her immediate family or his or her lineal descendants or (D) a partnership or limited liability company, the partners or members of which are only such Service Member, his or her spouse, his or her parents, members of his or her immediate family or his or her lineal descendants (each, an "Estate Planning Vehicle") or (ii) as a result of the laws of descent, provided, in each case, that such Estate Planning Vehicle or heirs, executors or other beneficiaries shall remain subject to the terms of this Agreement as if such Service Member continued to hold such Units directly.

(c) Transfers by the Managing Member. The Managing Member and its Affiliates may freely Transfer their respective Interests.

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Section 10.2 Effect of Assignment. The Company shall, from the effective date of any permitted assignment of an Interest (or part thereof), thereafter pay all further distributions on account of such Interest (or part thereof) to the assignee of such Interest (or part thereof).

Section 10.3 Overriding Provisions.

(a) Any Transfer in violation of this Article X shall be null and void ab initio and the provisions of Section 10.2 shall not apply to any such Transfers. The approval of any Transfer in any one or more instances shall not limit or waive the requirement for such approval in any other or future instance.

(b) All Transfers permitted under this Article X are subject to this Section 10.3, Section 10.4 and Section 10.5.

(c) Any proposed Transfer by a Member pursuant to the terms of this Article X shall, in addition to meeting all of the other requirements of this Agreement, satisfy the following conditions: (i) the Transfer will not be effected on or through an “established securities market” or a “secondary market or the substantial equivalent thereof,” as such terms are used in Treasury Regulations § 1.7704-1, and, at the request of the Managing Member, the transferor and the transferee will have each provided the Company a certificate to such effect and (ii) the proposed Transfer will not result in the Company having more than 99 Members, within the meaning of Treasury Regulations § 1.7704-1(h)(1) (determined pursuant to the rules of Treasury Regulations § 1.7704-1(h)(3)). The Managing Member may in its sole discretion waive the condition set forth in clause (ii) of this Section 10.3(c).

(d) The Company shall promptly amend Schedule A to reflect any permitted Transfers of Interests pursuant to this Article X.

Section 10.4 Involuntary Transfers. Any transfer of title or beneficial ownership of Interests upon default, foreclosure, forfeiture, divorce, court order or otherwise than by a voluntary decision on the part of a Service Member (other than the Managing Member) (each, an “Involuntary Transfer”) shall be void unless such Member complies with this Section 10.4 and enables the Company to exercise in full its rights hereunder. Upon any Involuntary Transfer, the Company shall have the right to purchase such Interests pursuant to this Section 10.4 and the person or entity to whom such Interests have been Transferred (the “Involuntary Transferee”) shall have the obligation to sell such Interests in accordance with this Section 10.4. Upon the Involuntary Transfer of any Interest, such Service Member shall promptly (but in no event later than two business days after such Involuntary Transfer) furnish written notice to the Company indicating that the Involuntary Transfer has occurred, specifying the name of the Involuntary Transferee, giving a detailed description of the circumstances giving rise, to and stating the legal basis for, the Involuntary Transfer. Upon the receipt of the notice described in the preceding sentence and for 90 days thereafter, the Company shall have the right to purchase, and the Involuntary Transferee shall have the obligation to sell, all (but not less than all) of the Interests

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acquired by the Involuntary Transferee for a purchase price equal to the lesser of (i) the Fair Market Value of such Interest and (ii) the amount of the indebtedness or other liability that gave rise to the Involuntary Transfer.

Section 10.5 Substitute Members. In the event any Member Transfers its Interest in compliance with the other provisions of this Article X (other than Section 10.4), the transferee thereof shall have the right to become a substitute Member, but only upon satisfaction of the following:

(a) execution of such instruments as the Managing Member deems reasonably necessary or desirable to effect such substitution; and

(b) acceptance and agreement in writing by the transferee of the Member's Interest to be bound by all of the terms and provisions of this Agreement and assumption of all obligations under this Agreement (including breaches hereof) applicable to the transferor.

Section 10.6 Release of Liability. In the event any Member shall sell such Member's entire interest in the Company (other than in connection with an Exit Event) in compliance with the provisions of this Agreement, including, without limitation, pursuant to the last sentence of Section 10.4, without retaining any interest therein, directly or indirectly, then the selling Member shall, to the fullest extent permitted by law, be relieved of any further liability arising hereunder for events occurring from and after the date of such Transfer; provided, however, that no such Transfer shall relieve any Service Member of his or her obligations pursuant to Section 3.6 and such obligations shall survive any termination of such Service Member's membership in the Company as set forth in Section 3.6.

Section 10.7 Tag-Along and Drag-Along Rights.

(a) Tag-Along Rights. In the event that at any time Access proposes to Transfer shares of WMG Common Stock to a Third Party (other than, following an Initial Public Offering, shares sold pursuant to Rule 144 promulgated under the Securities Act or any successor provision) or to WMG, then at least 15 days prior to effecting such Transfer, Access shall give each Service Member written notice of such proposed Transfer. Each Service Member shall then have the right (the "Tag-Along Right"), exercisable by written notice to the Managing Member prior to the proposed date of Transfer, to participate pro rata in such sale, by causing the Company to sell the Service Member's pro rata portion of the shares of WMG Common Stock owned by the Company (which for any vested Class B Unit shall be a fraction of the WMG Fractional Share underlying such Class B Unit with the then Fair Market Value equal to the excess of the Fair Market Value of a WMG Fractional Share over such Class B Unit's Benchmark Amount) on substantially the same terms (including with respect to representations, warranties and indemnification) as Access; provided that the form of consideration to be received by Access in connection with the proposed sale may be different from that received by the Service Members so long as the value of the consideration to be received by Access is the

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same or less than what they would have received had they received the same form of consideration as the Service Members (as reasonably determined by the Managing Member in good faith). In the event Access sells less than 100% of its shares of WMG Common Stock, and any Service Member exercises his or her Tag-Along Rights, participation “pro rata in such sale” shall be based on the relative number of Class A Units held by such Service Member, unless the Managing Member deems the provisions of Section 10.7(c)(iv) operative. No Service Member shall have any Tag-Along Rights in respect of unvested Class B Units.

(b) Drag-Along Rights. In the event that at any time Access desires to effect an Exit Event (including a sale of all or a portion of the Interests), the Managing Member shall have the right (the “Drag-Along Right”), upon written notice to the Service Members, to require that each Service Member join pro rata in such sale, by causing the Company to sell all or a portion of each Service Member’s shares of WMG Common Stock owned by the Company (which for any vested Class B Unit shall be a fraction of the WMG Fractional Share underlying such Class B Unit with the then Fair Market Value equal to the excess of the Fair Market Value of a WMG Fractional Share over such Class B Unit’s Benchmark Amount) or, if applicable, each Service Member’s Interests pursuant to Section 10.7(c)(iv), on substantially the same terms (including with respect to representations, warranties and indemnification) as Access; provided that the form of consideration to be received by Access in connection with the proposed sale may be different from that received by the Service Members so long as the value of the consideration to be received by Access is the same or less than what they would have received had they received the same form of consideration as the Service Members (as reasonably determined by the Managing Member in good faith). No Service Member shall have a right to sell, or a right to any sale proceeds from, any unvested Class B Units or shares of WMG Common Stock underlying unvested Class B Units in an Exit Event.

(c) General Provisions.

(i) Each Service Member participating in a sale pursuant to this Section 10.7 shall agree to make customary representations and shall agree to customary covenants, indemnities and agreements, so long as they are made severally and not jointly among Access and the other sellers. To the extent that the Company incurs any liability or loss as a result of the representations, warranties, covenants, indemnities and agreements that the Company or the sellers are required to agree to in connection with a sale pursuant to this Section 10.7, the proceeds to which a participating Service Member is entitled shall be reduced (but not below zero), pro rata with Access and the other sellers, by the amount of such liability or loss in proportion to the number of shares of WMG Common Stock that the Company is selling or has sold on behalf of such Service Member (or the Interests that such Service Member is selling or has sold in such sale). Each participating Service Member shall also represent to the Company at the time of any sale pursuant to this Section 10.7 that such Service Member has unencumbered title to its Units and the power, authority and legal right to direct the Company to Transfer the WMG Fractional Shares underlying such Units, provided that the aggregate amount of liability for breach

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of any such representation shall not, together with any reduction in proceeds pursuant to the prior sentence, exceed the value of the net proceeds to be paid to such Service Member as a result of such sale.

(ii) In no event shall any Service Member be obligated to agree to any non-competition covenant, employee non-solicit covenant or other similar agreement restricting the Service Member as a condition to participating in a transaction pursuant to this Section 10.7.

(iii) The Company and/or each Service Member participating in a sale of shares of WMG Common Stock pursuant to this Section 10.7 shall, as applicable, bear its, his or her pro rata share of any transaction costs and expenses, including transfer taxes and legal, accounting and investment banking fees incurred by the Company and Access in connection with such sale; provided that neither the Company nor any Service Member shall be obligated to make any out-of-pocket expenditure in respect of such costs, fees or expenses prior to the consummation of a transaction consummated pursuant to this Section 10.7.

(iv) In the event that, in the Managing Member's sole discretion, a sale pursuant to this Section 10.7 is structured as a sale of Interests by the Members, rather than a distribution of proceeds by the Company, the purchase agreement governing such sale of Interests will have provisions therein which replicate, to the greatest extent possible, the economic result which would have been attained under this Article X had such a sale been structured as a distribution of proceeds.

## ARTICLE XI REDEMPTIONS AND FORFEITURES

### Section 11.1 Company Option to Redeem Class A Units and Vested Class B Units.

(a) Generally. Upon the termination of employment of a Service Member (such Service Member, together with a person to whom such Service Member made a Transfer, an "Affected Member") with WMG and its Affiliates for any reason, the Company will have the option (but not the obligation) to redeem all or a portion of an Affected Member's Class A Units and vested Class B Units. The effective date of any redemption pursuant to this Section 11.1 (a "Termination Redemption Date") will be on a date, as the Managing Member determines in its sole discretion. In order to exercise the Company's option, the Managing Member must deliver Notice to the Affected Member during the 90-day period following the Affected Member's termination of employment. Any such redemption will be done in accordance with the provisions of this Section 11.1. For purposes of this Agreement, any determinations with respect to an Affected Member's termination of employment (including the date thereof) shall be made by the Managing Member (or the Committee or WMG).

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(b) Class A Redemption Price. The price for the redemption of a Class A Unit of an Affected Member pursuant to this Section 11.1 shall be:

(i) except in the case of a termination of employment for Cause, equal to the Fair Market Value of one WMG Fractional Share on the applicable Termination Redemption Date; and

(ii) in the case of a termination of employment for Cause, equal to the lesser of (A) the Affected Member's Capital Contributions in respect of such Class A Unit and (B) the Fair Market Value of one WMG Fractional Share on the applicable Termination Redemption Date.

(c) Class B Redemption Price. The price for the redemption of a vested Class B Unit of an Affected Member pursuant to this Section 11.1 following an Affected Member's termination of employment without Cause, for Good Reason or by reason of death or Disability shall be the Class B Redemption Payment, determined as of the applicable Termination Redemption Date.

#### Section 11.2 Forfeiture of Class B Units.

##### (a) Unvested Class B Units.

(i) Forfeiture upon Any Termination of Employment. Immediately upon the termination of employment of any Affected Member with WMG and its Affiliates for any reason, all unvested Class B Units of such Affected Member will be forfeited to the Company without any payment by the Company to such Affected Member in respect thereof.

(ii) Forfeiture upon Change in Control. Except as otherwise determined by the Managing Member or provided in Section 3.2(d)(ii), immediately prior to a Change of Control, each outstanding unvested Class B Unit shall be immediately forfeited, without any payment to the Service Members.

(b) Forfeiture of Vested Class B Units on Certain Terminations of Employment. Immediately upon the termination of employment of any Affected Member whose employment is terminated by WMG or and of its Affiliates for Cause or by such Affected Member for any reason (other than death, Disability or Good Reason), all vested Class B Units of such Affected Member then outstanding will be forfeited to the Company without any payment by the Company to such Affected Member in respect thereof.

(c) Failure to Make 83(b) Election. Notwithstanding anything to the contrary herein, unless otherwise determined by the Managing Member, in its sole discretion, a Service Member shall forfeit all of his or her Class B Units (without any payment to the Service Member in respect thereof) if the Service Member shall fail to file a Section 83(b) election form in respect of

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the full amount of the Service Member's Class B Units, as of the grant date, with the Internal Revenue Service and submit a copy thereof to the Company prior to the 30<sup>th</sup> day after the grant date of such Class B Units.

(d) Failure to Make 431 Election. Notwithstanding anything to the contrary herein, unless otherwise determined by the Managing Member, in its sole discretion, a Service Member who is a UK resident for the tax year in which he or she is granted Class B Units shall forfeit all of his or her Class B Units (without any payment to the Service Member in respect thereof) if the Service Member shall fail to enter into an election under section 431(1) of the Income Tax (Earnings and Pensions) Act 2003 in respect of the full amount of the Service Member's Class B Units prior to the 14<sup>th</sup> day after the grant date of such Class B Units.

(e) Consequences of Forfeiture. Subject to Section 3.2(d)(iv), upon the forfeiture of Class B Units, whether vested or unvested, on the termination of employment of a Service Member, such forfeited Class B Units shall be Transferred to the Managing Member.

### Section 11.3 Option of Service Members to Redeem Units.

(a) Scheduled Redemption Dates. Except for Class B Units redeemed pursuant to Section 11.1 or forfeited pursuant to Section 11.2, each Service Member shall be entitled to redeem the Service Member's vested Class B Units, without payment by the Service Member, in three equal installments on the Redemption Dates applicable to an equal number of the Service Member's Deferred Equity Units, upon written notice to the Company no later than December 1<sup>st</sup> of the year in which such Redemption Date is scheduled to occur, for a Class B Redemption Payment; provided that no Class B Unit may be redeemed pursuant to this Section 11.3(a) prior to the Redemption Date in the second succeeding calendar year after such Class B Unit becomes vested. A Service Member may specify that a Class B Redemption Payment be made with respect to any (or no) portion of such Service Member's Class B Units eligible for redemption on a Redemption Date (any such Class B Units eligible for redemption but not redeemed, a "Retained Class B Unit").

#### (b) Annual Right to Redemption.

(i) Class A Units. Subject to Section 11.4, each Service Member shall have an annual right to redeem his or her Class A Units as provided in Section 7.3 of the Plan.

(ii) Class B Units. Subject to Section 11.4, on each one-year anniversary of the first Redemption Date on which a Class B Unit is redeemable pursuant to Section 11.3(a), each Service Member shall be entitled to the redemption, upon written notice to the Company no later than December 1<sup>st</sup> of the year in which such anniversary date occurs, of all or any portion of such Service Member's Retained Class B Units for a Class B Redemption Payment. Notwithstanding the foregoing, a Participant's right to redeem Class B Units pursuant to this Section 11.3(b)(ii) shall be limited to the maximum number of Class B Units that would have been redeemable from the Service Member if the Service Member were then employed by WMG or any of its Affiliates.

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Section 11.4 Mandatory Redemption. In December 2020, (i) the Company shall redeem from all Service Members (other than Affected Members whose Units are subject to Section 11.1 and Section 11.2) (x) each Class A Unit then outstanding for a cash payment equal to the then current Fair Market Value of one Fractional Company Share and (y) each Class B Unit then vested and outstanding for its Class B Redemption Payment and (ii) each unvested Class B Unit shall be forfeited, without any payment to its holder in respect thereof, and such forfeited Class B Units shall be Transferred to the Managing Member.

Section 11.5 Redemption Mechanics.

(a) Class A Units. The redemption of any Class A Unit held by a Service Member (including an Affected Member) shall be effected (at the option of the Managing Member) by (x) the Managing Member contributing cash to the Company to fund the redemption of such Class A Unit, the Managing Member receiving one Class A Unit in exchange for such cash contribution and the Company distributing such cash to such Service Member in redemption of such Class A Unit or (y) subject to Section 11.5(c), the Company distributing one WMG Fractional Share to such Service Member in redemption of such Class A Unit and WMG redeeming from such Service Member, and such Service Member selling to WMG, such WMG Fractional Share in exchange for cash, provided that, if permitted by Section 11.5(c), such redemption shall be effected in accordance with clause (y) of this Section 11.5(a) if the redemption price is determined pursuant to Section 11.1(b)(ii)(A).

(b) Class B Units. The redemption of any Class B Unit held by a Service Member (including an Affected Member) shall be effected (at the option of the Managing Member) by (x) the Managing Member contributing cash to the Company in an amount equal to the Class B Redemption Payment for such Class B Unit and the Company distributing such cash to such Service Member in redemption of such Class B Unit or (y) subject to Section 11.5(c), the Company distributing a fractional share of WMG Common Stock with a Fair Market Value equal to the Class B Redemption Payment of such Class B Unit in redemption of such Class B Unit and WMG redeeming from such Service Member, and such Service Member selling to WMG, such fractional share of WMG Common Stock in exchange for cash in an amount equal to such Class B Redemption Payment. Upon the redemption of a Class B Unit the number of Class A Units held by the Managing Member that are reclassified as Class C Units shall be reduced in accordance with Section 3.2(e). In addition, upon the redemption of one or more Class B Units pursuant to clause (y) of this Section 11.5(b), the number of Class A Units held by the Managing Member shall be reduced by a number of Class A Units that then have a Fair Market Value equal to the aggregate Class B Redemption Payment of such redeemed Class B Units.

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(c) Limitation on WMG Redemptions of WMG Fractional Shares. If a redemption of WMG Fractional Shares by WMG pursuant to this Article XI (or the payment of a dividend by a subsidiary of WMG to fund such a redemption) would result in a violation of the terms or provisions of, or a default or an event of default under, any guaranty, financing or security agreement or document entered into by WMG or any of its subsidiaries from time to time or WMG's certificate of incorporation or if WMG has no funds legally available to make such redemption in compliance with Delaware law, then WMG shall not be obligated to redeem such Fractional Company Shares and instead the Company shall redeem the applicable Class A Units or Class B Units for cash.

(d) Closing of Redemption. The closing of any redemption of Class A Units, Class B Units or WMG Fractional Shares pursuant to this Article XI will be held at the offices of the Company on a date specified by the Managing Member. Prior to any such closing, the Member shall execute and deliver to the Company or WMG, as applicable, such documents as the Company or WMG, as applicable, shall deem necessary to effect any redemptions pursuant to this Article XI.

Section 11.6 Limitation on Distributions. Notwithstanding anything to the contrary in this Agreement, a Service Member's distribution rights with respect to Units redeemed pursuant to this Article XI (including pursuant to the Plan) are limited to the provisions of this Article XI (and the Plan) and following the redemption or forfeiture of a Service Member's Units, such Service Member will have no additional rights to distributions with respect to such Units pursuant to the other provisions of this Agreement.

Section 11.7 Effect on Status. Any Service Member whose entire Interest is redeemed or forfeited will not, after such redemption or forfeiture, have any of the rights of a Member nor be considered a Member for any other purpose.

Section 11.8 431 Election for Class A Units. A Service Member who is a UK resident for the tax year in which he or she acquires Class A Units shall enter into an election under section 431(1) of the Income Tax (Earnings and Pensions) Act 2003 in respect of the full amount of the Service Member's Class A Units prior to the 14<sup>th</sup> day after the acquisition date of such Class A Units. Notwithstanding anything to the contrary herein, if the Service Member shall fail to enter into such election within such time, the Company will have the option (but not the obligation) to redeem all or a portion of the Service Member's Class A Units for an amount equal to the lesser of (A) the Service Member's Capital Contributions in respect of such Class A Unit and (B) the Fair Market Value of one WMG Fractional Share on the redemption date of such Class A Unit.

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ARTICLE XII  
DISSOLUTION, LIQUIDATION AND TERMINATION

Section 12.1 Dissolving Events. The Company shall be dissolved and its affairs wound up in the manner hereinafter provided upon the first to occur of the following: (a) the written consent of the Managing Member, (b) the sale or other disposition of all or substantially all of the Company's assets or (c) any other event which is specified in the Certificate or under applicable law as an event causing the dissolution of the Company of any event which under applicable law would cause the dissolution of the Company.

Notwithstanding the foregoing, the death, retirement, resignation, expulsion, bankruptcy or dissolution of any Member or the occurrence of any other event that terminates the continued membership of any Member in the Company under the Delaware Act shall not, in and of itself, cause the dissolution of the Company. In such event, the remaining Member(s) shall continue the business of the Company without dissolution.

Section 12.2 Dissolution and Winding-Up. Upon the dissolution of the Company, the assets of the Company shall be liquidated or distributed under the direction of and to the extent determined by the Managing Member and the business of the Company shall be wound up. Within a reasonable time after the effective date of dissolution of the Company, the Company's assets shall be distributed in the following manner and order:

First, to creditors in satisfaction of indebtedness (other than any loans or advances that may have been made by any of the Members to the Company), whether by payment or the making of reasonable provision for payment, and the expenses of liquidation, whether by payment or the making of reasonable provision for payment, including the establishment of reasonable reserves (which may be funded by a liquidating trust) determined by the Managing Member or the liquidating trustee, as the case may be, to be reasonably necessary for the payment of the Company's expenses, liabilities and other obligations (whether fixed, conditional, unmatured or contingent);

Second, to the payment of loans or advances that may have been made by any of the Members to the Company; and

Third, to the Members in accordance with Section 6.1, taking into account any amounts previously distributed under Section 6.1,

provided that no payment or distribution in any of the foregoing categories shall be made until all payments in each prior category shall have been made in full, and provided, further, that if the payments due to be made in any of the foregoing categories exceed the remaining assets available for such purpose, such payments shall be made to the Persons entitled to receive the same pro rata in accordance with the respective amounts due to them.

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Section 12.3 Distributions in Cash or in Kind. Upon the dissolution of the Company, the Managing Member shall use all commercially reasonable efforts to liquidate all of the Company's assets in an orderly manner and apply the proceeds of such liquidation as set forth in Section 12.2, provided that if in the good faith judgment of the Managing Member, a Company asset should not be liquidated, the Managing Member shall cause the Company to allocate, on the basis of the then current Fair Market Value of any Company assets not sold or otherwise disposed of, any unrealized gain or loss based on such value to the Members' Capital Accounts as though the assets in question had been sold on the date of distribution and, after giving effect to any such adjustment, distribute such assets in accordance with Section 12.2 as if such Fair Market Value had been received in cash, subject to the priorities set forth in Section 12.2, and provided, further, that the Managing Member shall in good faith attempt to liquidate sufficient Company assets to satisfy in cash (or make reasonable provision for) the debts and liabilities referred to in Section 12.2.

Section 12.4 Termination. The Company shall terminate when the winding up of the Company's affairs has been completed, all of the assets of the Company have been distributed and the Certificate has been canceled, all in accordance with the Delaware Act.

Section 12.5 Claims of the Members. The Members and former Members shall look solely to the Company's assets for the return of their Capital Contributions, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such Capital Contributions, the Members and former Members shall have no recourse against the Company or any other Member.

### ARTICLE XIII DEFINED TERMS

#### Section 13.1 Definitions.

"Access" means AI Entertainment Holdings LLC and its Affiliates (other than the Company and WMG and its subsidiaries).

"Accounting Period" means the period commencing on the day after an Adjustment Date and end on the next Adjustment Date.

"Additional Member" has the meaning given in Section 3.4.

"Additional Unit Allocation" has the meaning given in the Plan.

"Adjustment Date" means the last day of each fiscal year of the Company or any other date determined by the Managing Member, in its sole discretion, as appropriate for an interim closing of the Company's books.

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“Affiliate” means, with respect to any Person, any other Person, directly or indirectly, controlling, controlled by or under common control with, such Person, where “control” means the power to direct the affairs of a Person by reason of ownership of voting securities, by contract, or otherwise.

“Agreement” means this Amended and Restated Limited Liability Company Agreement of the Company, as this agreement may be amended, modified, supplemented or restated from time to time after the date hereof.

“Artist” means (A) any singer or musician or other person furnishing the services or works of an artist to WMG or its Affiliates pursuant to a Contract to which such singer, musician or other Person is required to provide exclusive services for the making or delivering of master Recordings to WMG or its Affiliates or (B) any writer, producer or other talent who has entered into a Contract with WMG or any of its Affiliates or who has otherwise provided services to WMG or any of its Affiliates, except, in the case of both clauses (A) and (B) above, any such Person who is required to provide services to any Person other than WMG or any of its Affiliates on an exclusive basis pursuant to a Contract that was not entered into in connection with any violation by the applicable Service Member of this Agreement or any other agreement between such Service Member and WMG or any of its Affiliates.

“Annual FCF Bonus” has the meaning given in the Plan.

“Benchmark Amount” means the amount set with respect to a Class B Unit pursuant to Section 3.2(d)(iii).

“Capital Account” has the meaning given in Section 5.1.

“Capital Contribution” means, for any Member, the total amount of cash and the Fair Market Value of any property contributed to the Company by such Member.

“Cause”, with respect a Service Member, means WMG or its Affiliate having “cause” to terminate such Service Member’s employment or service, as defined in any existing employment, consulting or any other agreement between the Service Member and WMG or its Affiliate with such a definition or, in the absence of such an employment, consulting or other agreement, upon (i) the Service Member having ceased to perform his or her material duties to the Company, WMG or any of its Affiliates (other than as a result of vacation, approved leave or his or her incapacity due to physical or mental illness or injury), which failure amounts to an extended neglect of such duties, (ii) the Service Member engaging in conduct that is demonstrably and materially injurious to WMG or any its Affiliates, (iii) the Service Member having been convicted of, or pled guilty or no contest to, any misdemeanor involving as a material element fraud, dishonesty or the sale or possession of illicit substances, or to a felony, (iv) the failure of the Service Member to follow the lawful instructions of WMG’s Board of Directors or his or her direct superiors to the extent such instructions have been communicated to

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him or her or (v) the Service Member having breached any material covenant contained in this Agreement or any employment letter or agreement between the Company or any of its Affiliates and the Service Member.

“Certificate” means the Certificate of Formation of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the office of the Secretary of State of the State of Delaware pursuant to the Delaware Act.

“Change in Control” has the meaning given in the Plan.

“Class A Units” means the limited liability company interests of the Company designated as “Class A Units” and having the rights set forth in this Agreement. Class A Units are identified as “Equity Units” under the Plan.

“Class B Redemption Payment” means, with respect to a Class B Unit, a cash payment, equal to the excess, if any, of (i) the Fair Market Value of one WMG Fractional Share on the applicable redemption date over (ii) the Benchmark Amount of such Class B Unit. In addition, the aggregate Class B Redemption Payment to a Service Member (including an Affected Member) shall be reduced by the amount of any then outstanding Unrecovered Investment Credit of the Service Member, except to the extent the Managing Member determines otherwise, in its sole discretion.

“Class B Units” means the limited liability company interests of the Company designated as “Class B Units” and having the rights set forth in this Agreement. Class B Units are identified as “Matching Equity Units” under the Plan.

“Class C Units” means the limited liability company interests of the Company designated as “Class C Units” and having the rights set forth in this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended.

“Committee” has the meaning given in the Plan.

“Confidential Information” has the meaning given in Section 3.6(d).

“Contract” means any contract, other agreement, commitment, binding arrangement, binding understanding or binding relationship (whether written or oral and whether express or implied).

“Covered Person” means the Managing Member, Access, any of their respective Affiliates, any officer, director, shareholder, partner, member, employee, representative or agent of the Managing Member, Access or any of their respective Affiliates, including any current or former director, officer, employee or agent of the Company or WMG or any of its Affiliates.

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“Deferral Account” has the meaning given in the Plan.

“Deferred Equity Unit” has the meaning given in the Plan.

“Delaware Act” means the Delaware Limited Liability Company Act, 6 Del. C. §18-101, et seq., as amended from time to time.

“Disability”, with respect to a Service Member, has the meaning given in the long-term disability plan of WMG or its Affiliate applicable to such Service Member.

“Dividend Proceeds” means cash dividends funded out of the Free Cash Flow generated by WMG and its subsidiaries paid to the Company with respect to shares of WMG Common Stock owned by the Company.

“Drag-Along Right” has the meaning given in Section 10.7(b).

“Effective Date” has the meaning given in the Plan.

“employment,” the phrase “employment with WMG” and corollary terms used shall mean a Service Member’s employment with or service to WMG and its Affiliates that actually employ the Service Member or to which the Service Member provides services, whether as an employee, consultant, officer or otherwise.

“Estate Planning Vehicle” has the meaning given in Section 10.1(b).

“Exit Event” means a transaction or series of transactions (other than an initial public offering of WMG or any of its Affiliates) involving the sale, transfer or other disposition, directly or indirectly, by Access to one or more Third Parties of more than 50% of the outstanding shares of WMG Common Stock and its successors or involving the sale, transfer or other disposition of all or substantially all of the assets of WMG and its subsidiaries, taken as a whole, to one or more Third Parties (including, without limitation, a Change in Control); provided that, unless the Managing Member determines otherwise, in no event shall an Initial Public Offering or secondary public offering constitute an “Exit Event” for any purposes of this Agreement.

“Exit Proceeds” means the net proceeds realized by the Company from (i) an Exit Event, (ii) sale of WMG Fractional Shares underlying a Unit pursuant to a Tag-Along Right under Section 10.7(a), (iii) sale of WMG Fractional Shares underlying a Unit in or following an Initial Public Offering of WMG Common Stock or (iv) cash or other dividends or distributions paid on WMG Common Stock other than Dividend Proceeds, in each case, that are available for distribution (in cash or in kind) by the Company, as determined by the Managing Member.

“Fair Market Value” means, with respect to shares of WMG Common Stock, as of any particular date of determination prior to an Initial Public Offering, the per share value on such

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date of a share of WMG Common Stock that would be paid by a willing buyer to an unaffiliated willing seller, without any discount for minority interest, lack of liquidity, transfer restrictions or forfeiture risks, as determined by a valuation of WMG Common Stock (taking into account the Fully-Diluted WMG Equity) that shall have been performed by a nationally recognized independent valuation firm or as otherwise determined in good faith by the Committee taking into account such factors as the Committee deems appropriate, including, but not limited to, the earnings and other financial and operating information of WMG in recent periods, the value of WMG's tangible and intangible assets, the present value of anticipated future cash-flows of WMG, the history and management of WMG, the general condition of the securities markets and the market value of securities of companies engaged in businesses similar to those of WMG. Following an Initial Public Offering, "Fair Market Value" of a share of WMG Common Stock shall mean, as of any particular date of determination, the mid-point between the high and the low trading prices for such date per share of WMG Common Stock as reported on the principal stock exchange on which the shares of WMG Common Stock are then listed. "Fair Market Value" of any other property, as of any particular date of determination, shall mean the fair market value of such property, as determined in good faith by the Managing Member.

"Free Cash Flow" has the meaning given in the Plan.

"Fully-Diluted WMG Equity" has the meaning given in the Plan to the term "Fully-Diluted Company Equity."

"Good Reason", with respect to a Service Member, means the Service Member having "good reason" to terminate the Service Member's employment or service, as defined in any existing employment, consulting or any other agreement between such Service Member and WMG or any of its Affiliates with such a definition or, in the absence of such an employment, consulting or other agreement, means ( i ) a material reduction in such Service Member's annual salary or Annual FCF Bonus percentage allocation, ( ii ) a failure by WMG or any of its Affiliates to pay to such Service Member any annual salary which has become payable and due to him or her in accordance with the terms of any employment letter or agreement between WMG or any of its Affiliates and such Service Member, or ( iii ) a failure by the Company or WMG to pay to such Service Member any entitlement which has become payable and due to him or her in accordance with the terms of the Plan; provided that, within 30 days following any such reduction or failure, ( A ) such Service Member shall have delivered written notice to WMG of his or her intention to terminate his or her employment for Good Reason, which notice specifies in reasonable detail the circumstances claimed to give rise to his or her right to terminate his or her employment for Good Reason, ( B ) such Service Member shall have provided WMG with 30 days after receipt of such notice to cure such circumstances and ( C ) failing a cure, such Service Member shall have terminated his or her employment within 30 days after the expiration of the 30-day period set forth in the preceding clause (B).

"Initial Base Investment Price" shall mean \$107.13.

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“Initial Public Offering” means the first underwritten public offering of WMG Common Stock.

“Initial Unit Allocation” has the meaning given in the Plan.

“Interest” means the limited liability interest in the Company which represents the interest of each Member in and to the profits and losses of the Company, such Member’s right to receive distributions of the Company’s assets and such Member’s Units.

“Involuntary Transfer” has the meaning given in Section 10.4.

“Involuntary Transferee” has the meaning given in Section 10.4.

“Managing Member” has the meaning given in the recitals to this Agreement and its permitted successors and assigns.

“Maximum Unit Allocation” has the meaning given in the Plan.

“Member” has the meaning given in the recitals to this Agreement and includes any Person admitted as an additional or substitute Member of the Company pursuant to this Agreement.

“Person” means any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company or other legal entity or organization.

“Plan” means the Warner Music Group Corp. Senior Management Free Cash Flow Plan, as previously adopted by WMG and as amended, modified or supplemented from time to time in accordance with its terms.

“Redemption Date” has the meaning given in the Plan, and is subject to adjustment as provided in the Plan.

“Restricted Artist” means an Artist who is then-currently, either directly or through a furnishing entity, under contract to WMG or any of its Affiliates or who was, either directly or through a furnishing entity, under contract to WMG or any of its Affiliates in the prior one-year period.

“Restricted Employee” has the meaning given in Section 3.6(b)(i).

“Restricted Label” means a record label or imprint which is then-currently, either directly or through a furnishing entity, under Contract to WMG or any of its Affiliates or which was, either directly or through a furnishing entity, under contract to WMG or any of its Affiliates in the prior one-year period.

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“Restricted Period” has the meaning given in Section 3.6(a).

“Retained Class B Unit” has the meaning given in Section 11.3(a).

“Securities Act” means the Securities Act of 1933, as amended from time to time.

“Service Member” means each Member (other than the Managing Member and Access).

“Tag-Along Right” has the meaning given in Section 10.7(a).

“Tax Matters Partner” has the meaning given in Section 8.2(b).

“Termination Redemption Date” has the meaning given in Section 11.1(a).

“Third Party” means, in respect of any Transfer, one or more Persons, other than Access, the Company, WMG or any of its subsidiaries, any Member and (without giving effect to such Transfer or Exit Event) any of their respective Affiliates.

“Transfer” means to directly or indirectly transfer, sell, pledge, hypothecate or otherwise dispose of.

“Treasury Regulations” means the Regulations of the Treasury Department of the United States issued pursuant to the Code.

“Unit Certificate” means a non-negotiable certificate issued by the Company which evidences the ownership of one or more Units, includes a description as to the relevant class of Unit, is denominated in terms of the number and class of Units and is signed by the Managing Member.

“Units” means the limited liability company interests in the Company, including the Class A Units and the Class B Units.

“Unrecovered Investment Credit” has the meaning given in the Plan.

“WMG” means Warner Music Group Corp. and its successors and assigns.

“WMG Common Stock” means the common stock, par value \$0.001 per share, of WMG.

“WMG Fractional Share” means one-ten-thousandth (1/10,000) of a share of WMG Common Stock.

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ARTICLE XIV  
MISCELLANEOUS

Section 14.1 No Conflict with the Plan. Nothing contained in this Agreement is intended to conflict with the terms and conditions of the Plan and to the extent any such conflict exists, expressly or by implication, the terms and conditions of this Agreement shall control.

Section 14.2 Amendments. This Agreement may not be amended, modified or supplemented except by a written instrument signed by the Managing Member. Notwithstanding the foregoing, no amendment, modification or supplement shall adversely affect either ( i ) a particular Service Member on a discriminatory basis compared with other holders of a similar class of Interest without such Service Member's consent or ( ii ) holders of a particular class of Units without the consent of the holders of a majority in interest of such class. The Company shall notify all Members after any such amendment, modification or supplement, other than any amendments to Schedule A, has taken effect.

Section 14.3 Certain Tax Matters. The Company shall not elect, and the Managing Member shall not permit the Company to elect, to be treated as an association taxable as a corporation for U.S. federal, state or local income tax purposes under Treasury Regulations § 301.7701-3 or under any corresponding provision of state or local law. The Company and the Managing Member shall not permit the registration or listing of interests in the Company on an "established securities market," as such term is used in Treasury Regulations § 1.7704-1.

Section 14.4 Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if ( i ) delivered personally, ( ii ) mailed, certified or registered mail with postage prepaid, ( iii ) sent by next-day or overnight mail or delivery or ( iv ) sent by fax, as follows (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof):

(a) If to the Company:

WMG Management Holdings, LLC  
c/o Warner Music Group Corp.  
75 Rockefeller Plaza  
New York, NY 10019  
Attention: Paul M. Robinson, Esq.

With a copy to:

Debevoise & Plimpton LLP  
919 Third Avenue  
New York, NY 10022  
Attention: Elizabeth Pagel Serebransky

(b) If to a Member, at the address set forth opposite such Member's name on Schedule A, or at such other address as such Member may hereafter designate by written notice to the Company.

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All such notices, requests, demands, waivers and other communications shall be deemed to have been received by ( i) if by personal delivery, on the day delivered, (ii) if by certified or registered mail, on the fifth business day after the mailing thereof, ( iii) if by next-day or overnight mail or delivery, on the day delivered or (iv) if by fax, on the day delivered, provided that such delivery is confirmed.

Section 14.5 Governing Law. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

Section 14.6 Waiver of Jury Trial. EACH MEMBER HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR THE BREACH, TERMINATION OR VALIDITY OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 14.7 Waiver of Partition. Except as may otherwise be provided by law in connection with the winding-up, liquidation and dissolution of the Company, each Member hereby irrevocably waives any and all rights that it may have to maintain an action for partition of any of the Company's property.

Section 14.8 Severability. If any provision of this Agreement is inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever, so long as this Agreement, taken as a whole, still expresses the material intent of the parties hereto. The invalidity of any one or more phrases, sentences, clauses, Sections or subsections of this Agreement shall not affect the remaining portions of this Agreement.

Section 14.9 Headings, etc. The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require. As the context may require, the singular may be read as the plural and the plural as the singular.

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Section 14.10 Entire Agreement. This Agreement constitutes the entire agreement among the Members with respect to the subject matter hereof, and supersedes any prior agreement or understanding among them with respect to such subject matter.

Section 14.11 Counterparts. This Agreement, may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

Section 14.12 Further Actions. Each Member shall execute and deliver such other certificates, agreements and documents, and take such other actions, as may reasonably be requested by the Company in connection with the continuation of the Company and the achievement of its purposes, including, without limitation, (i) any documents that the Company deems necessary or appropriate to continue the Company as a limited liability company in all jurisdictions in which the Company or its Affiliates conduct or plan to conduct business and (ii) all such agreements, certificates, tax statements and other documents as may be required to be filed in respect of the Company.

Section 14.13 Power of Attorney. For the purposes of making and filing the filings, certificates, instruments and amendments listed below, each Member hereby constitutes and appoints the Managing Member as his or her true and lawful representative and attorney-in-fact in his or her name, place and stead to make, execute, acknowledge, record and file the following:

(a) any amendment to the Certificate which may be required by the laws of the State of Delaware because of:

(i) any duly made amendment to this Agreement; or

(ii) any change in the information contained in such Certificate or any amendment thereto;

(b) any other certificate or instrument which may be required to be filed by the Company under the laws of the State of Delaware or under the applicable laws of any other jurisdiction in which counsel to the Company determines that it is advisable to file;

(c) any certificate or other instrument which the Managing Member deems necessary or desirable to effect a termination and dissolution of the Company which is authorized under this Agreement;

(d) any amendments to this Agreement, duly adopted in accordance with the terms of this Agreement; and

(e) any other instruments that the Managing Member may deem necessary or desirable to carry out fully the provisions of this Agreement; provided, however, that any action taken pursuant to this power shall not, in any way, increase the liability of the Members beyond the liability expressly set forth in this Agreement.

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Such attorney-in-fact is not by the provisions of this Section 14.13 granted any authority on behalf of the undersigned to amend this Agreement, except as provided for in this Agreement. Such power of attorney is coupled with an interest and shall continue in full force and effect notwithstanding the subsequent death or incapacity of the Member granting such power of attorney.

*[signature page follows]*

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IN WITNESS WHEREOF, the Managing Member has executed this Amended and Restated Limited Liability Company Agreement of WMG Management Holdings, LLC, as of the date first set forth above.

MANAGING MEMBER:

AI ENTERTAINMENT MANAGEMENT, LLC

By: AI Entertainment Holdings, LLC,  
its managing member

By: Access Industries Management, LLC,  
its managing member

By: /s/ Lincoln Benet

Name: Lincoln Benet

Title: President

**WARNER MUSIC GROUP CORP.  
SUBSIDIARIES OF THE REGISTRANT**

<u>Legal Name</u>	<u>State or Jurisdiction of Incorporation or Organization</u>
615 Music Library, LLC	Tennessee
A.P. Schmidt Company	Delaware
Arms Up Inc.	Delaware
Artist Arena LLC	New York
Artist Arena International LLC	New York
Atlantic/143 L.L.C.	Delaware
Atlantic Mobile LLC.	Delaware
Atlantic/MR Ventures Inc.	Delaware
Atlantic Pix LLC.	Delaware
Atlantic Productions LLC.	Delaware
Atlantic Recording Corporation	Delaware
Atlantic Scream LLC.	Delaware
Alternative Distribution Alliance	New York
Asylum Records LLC (f/k/a WEA Urban LLC)	Delaware
BB Investments LLC.	Delaware
Big Beat Records Inc.	Delaware
Bulldog Island Events LLC.	New York
Bute Sound LLC.	Delaware
Cafe Americana Inc.	Delaware
Chappell Music Company, Inc.	Delaware
Cordless Recordings LLC.	Delaware
Cota Music, Inc.	New York
Cotillion Music, Inc.	Delaware
CRK Music Inc.	Delaware
E/A Music, Inc.	Delaware
East West Records LLC.	Delaware
Eleksylum Music, Inc.	Delaware
Elektra/Chameleon Ventures Inc.	Delaware
Elektra Entertainment Group Inc.	Delaware
Elektra Group Ventures Inc.	Delaware
FHK, Inc.	Tennessee
Fiddleback Music Publishing Company, Inc.	Delaware
Foster Frees Music, Inc.	California
Foz Man Music LLC.	Delaware
Ferret Music Holdings LLC	Delaware
Ferret Music LLC	New Jersey
Ferret Music Management LLC	New Jersey
Ferret Music Touring LLC	New Jersey
Fueled By Ramen LLC.	Delaware
Insound Acquisition Inc (f/k/a Atlantic/MR II Inc.)	Delaware
Intersong U.S.A., LLC.	Delaware
J. Ruby Productions, Inc.	California

<u>Legal Name</u>	<u>State or Jurisdiction of Incorporation or Organization</u>
Jadar Music Corp.	Delaware
Lava Records LLC.	Delaware
LEM America, Inc.	Delaware
London-Sire Records Inc.	Delaware
Maverick Recording Company	California
Maverick Partner Inc.	Delaware
McGuffin Music Inc.	Delaware
Mixed Bag Music, Inc.	New York
MM Investment Inc. (f/k/a Warner Bluesky Holding Inc.)	Delaware
Nonesuch Records Inc.	Delaware
Non-Stop Cataclysmic Music, LLC.	Utah
Non-Stop International Publishing, LLC.	Utah
Non-Stop Music Holdings, Inc.	Delaware
Non-Stop Music Library, LLC.	Utah
Non-Stop Music Publishing, LLC.	Utah
Non-Stop Outrageous Publishing, LLC.	Utah
Non-Stop Productions, LLC.	Utah
Octa Music, Inc.	New York
P & C Publishing LLC	New York
Pepamar Music Corp.	New York
Rep Sales, Inc.	Minnesota
Revelation Music Publishing Corporation	New York
Rhino Entertainment Company	Delaware
Rhino/FSE Holdings LLC.	Delaware
Rhino Name and Likeness Holdings LLC.	Delaware
Rick's Music Inc.	Delaware
RightSong Music Inc.	Delaware
Roadrunner Records Inc.	New York
Ryko Corporation	Delaware
Rykodisc, Inc.	Minnesota
Rykomusic, Inc.	Minnesota
Sea Chime Music, Inc.	California
Six-Fifteen Music Productions, Inc.	Tennessee
SR/MDM Venture Inc.	Delaware
Summy-Birchard, Inc.	Wyoming
Super Hype Publishing, Inc.	New York
T-Boy Music L.L.C.	New York
T-Girl Music L.L.C.	New York
The All Blacks USA Inc.	Delaware
The Biz LLC.	Delaware
Tommy Boy Music, Inc.	New York
Tommy Valando Publishing Group, Inc.	Delaware
T.Y.S., Inc.	New York
Unichappell Music Inc.	Delaware
Upped.com LLC (f/k/a Big Tree Recording Corporation)	Delaware

<u>Legal Name</u>	<u>State or Jurisdiction of Incorporation or Organization</u>
W.B.M. Music Corp.	Delaware
Walden Music, Inc.	New York
Warner Alliance Music Inc.	Delaware
Warner Brethren Inc.	Delaware
Warner Bros. Music International Inc.	Delaware
Warner Bros. Records Inc.	Delaware
Warner/Chappell Music, Inc.	Delaware
Warner/Chappell Music (Services), Inc.	New Jersey
Warner/Chappell Production Music Inc (f/k/a Tri-Chappell Music Inc.)	Delaware
Warner Custom Music Corp.	California
Warner Domain Music Inc.	Delaware
Warner-Elektra-Atlantic Corporation	New York
Warner Music Discovery Inc.	Delaware
Warner Music Distribution LLC	Delaware
Warner Music Inc. (f/k/a Warner Music Group Inc.)	Delaware
Warner Music Latina Inc.	Delaware
Warner Music Nashville LLC	Tennessee
Warner Music SP Inc.	Delaware
Warner Sojourner Music Inc.	Delaware
WarnerSongs Inc.	Delaware
Warner Special Products Inc.	Delaware
Warner Strategic Marketing Inc.	Delaware
Warner-Tamerlane Publishing Corp.	California
Warprise Music Inc.	Delaware
WB Gold Music Corp.	Delaware
WB Music Corp.	California
WBM/House of Gold Music, Inc.	Delaware
WBR/QRI Venture, Inc.	Delaware
WBR/Ruffnation Ventures, Inc.	Delaware
WBR/Sire Ventures Inc.	Delaware
WEA Europe Inc.	Delaware
WEA Inc.	Delaware
WEA International Inc.	Delaware
Wide Music, Inc.	California
WMG Acquisition Corp.	Delaware
WMG Holdings Corp.	Delaware

## CHIEF EXECUTIVE OFFICER CERTIFICATION

I, Stephen Cooper, certify that:

1. I have reviewed this annual report on Form 10-K for the period ended September 30, 2013 of Warner Music Group Corp. (the "Registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;
4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and
5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's Board of Directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Dated: December 12, 2013

/s/ STEPHEN COOPER

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Chief Executive Officer (Principal Executive Officer)

## CHIEF FINANCIAL OFFICER CERTIFICATION

I, Brian Roberts, certify that:

1. I have reviewed this annual report on Form 10-K for the period ended September 30, 2013 of Warner Music Group Corp. (the "Registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;
4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and
5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's Board of Directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Dated: December 12, 2013

/S/ BRIAN ROBERTS

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Chief Financial Officer  
(Principal Financial and Accounting Officer)

**Certification of the Chief Executive Officer  
Pursuant to 18 U.S.C. Section 1350,  
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of Warner Music Group Corp. (the "Company") on Form 10-K for the period ended September 30, 2013 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Stephen Cooper., Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: December 12, 2013

/s/ STEPHEN COOPER

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Stephen Cooper  
Chief Executive Officer

**Certification of the Chief Financial Officer  
Pursuant to 18 U.S.C. Section 1350,  
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of Warner Music Group Corp. (the "Company") on Form 10-K for the period ended September 30, 2013 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Brian Roberts, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: December 12, 2013

/s/ BRIAN ROBERTS

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**Brian Roberts**  
Chief Financial Officer

