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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **March 15, 2005**

WMG Acquisition Corp.
(Exact name of registrant as specified in its charter)

Delaware	**333-121322**	**13-35665869**
(State or other jurisdiction or incorporation)	(Commission File Number)	(IRS Employer Identification No.)

75 Rockefeller Plaza, New York, New York	**10019**
(Address of principal executive offices)	(Zip Code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On April 11, 2005, WMG Acquisition Corp. (the "Company") issued a press release, which is furnished as Exhibit 99.1 hereto, announcing that Richard Blackstone had been hired as Chairman and CEO of its music-publishing arm, Warner/Chappell Music, Inc. ("WCM").

As of March 15, 2005, the registrant entered into employment and restricted stock agreements with Mr. Blackstone, copies of which are attached to this report on Form 8-K as Exhibits 10.1 and 10.2, and each of which is incorporated by reference into this report.

WCM entered into an employment agreement with Richard Blackstone as of March 15, 2005 under which Mr. Blackstone will serve as Chairman and Chief Executive Officer of WCM. The employment agreement provides for a four-year term beginning on January 1, 2006 or such earlier date as Mr. Blackstone becomes available to commence employment at WCM. Under the terms of the employment agreement, Mr. Blackstone will be paid an annual salary equal to $650,000. Mr. Blackstone is also eligible to receive an annual cash bonus, with a target of $650,000; provided that Mr. Blackstone may elect that either (i) if he commences work with WCM in 2005, that his bonus with respect to 2005 shall not be less than $650,000 (pro rated to reflect his actual service to WCM in such year) or (ii) that his bonus with respect to 2006 shall not be less than $650,000. In addition, WCM will pay Mr. Blackstone a special payment in the amount of $100,000, less any annual bonus amounts paid to Mr. Blackstone by WCM or his current employer with respect to 2005. In the event that WCM terminates the employment agreement for any reason other than cause or if Mr. Blackstone terminates his employment for good reason, as defined in the agreement, Mr. Blackstone will be entitled to severance benefits equal to: $2,000,000 if such termination occurs in the first year of the contract, $1,500,000 if such termination occurs in the second year of the contract, $1,000,000 if such termination occurs in the third year of the contract, or $650,000 if such termination occurs in the final year of the contract, plus a pro-rated annual bonus; and continued participation in WCM's group health and life insurance plans for one year after termination. The employment agreement also contains standard covenants relating to confidentiality and assignment of intellectual property rights and a one-year post employment non-solicitation covenant.

Mr. Blackstone was also awarded 209.8765432 shares of Class A Common Stock of Warner Music Group Corp. ("Parent"), the ultimate parent of the Company, which as of April 11, 2005, represents less than 1% of the Class A Common Stock of Parent without taking into account the exercise of outstanding warrants and options. The restricted stock agreement provides that one-third of the restricted shares vest based on years of service and the remainder vests based on years of service and performance. The vested restricted stock may also be purchased by Parent upon termination of employment. Such stock is also subject to a stockholders agreement. The stockholders agreement, as amended, was previously filed with the Company's Form S-4 (File No. 333-121322).

ITEM 3.02. UNREGISTERED SALES OF EQUITY SECURITIES.

The description of Mr. Blackstone's restricted stock agreement in Item 1.01 is incorporated into this Item 3.02 by reference. The grant of the common stock pursuant to the restricted stock agreement was exempt from the registration requirements of the Securities Act pursuant to Section 4(2) of the Securities Act. Such issuance did not involve a public offering, was made without general solicitation or advertising, and no underwriting commissions or discounts were paid.

ITEM 5.02. DEPARTURE OF DIRECTORS OR PRINCIPAL OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF PRINCIPAL OFFICERS.

As described above, Mr. Blackstone has been hired as Chairman and CEO of the registrant's music publishing arm, Warner/Chappell Music, Inc. Mr. Blackstone's employment and restricted stock agreements are attached to this report on Form 8-K as Exhibits 10.1 and 10.2, respectively.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(c) Exhibits. The following Exhibits are furnished as part of this Report on Form 8-K.

Exhibit No.	Description
10.1	Employment Agreement, dated as of March 15, 2005, between Warner/Chappell Music, Inc. and Richard Blackstone.
10.2	Restricted Stock Award Agreement, dated as of March 15, 2005, between Warner Music Group Corp. and Richard Blackstone.
99.1	Press release issued by WMG Acquisition Corp. on April 11, 2005.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

WMG Acquisition Corp.

Date: April 11, 2005

By: /s/ Michael D. Fleisher
Michael D. Fleisher
Chief Financial Officer

EXHIBIT INDEX

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99.1	Press release issued by WMG Acquisition Corp. on April 11, 2005.

Exhibit 10.1

WARNER/CHAPPELL MUSIC, INC.
10585 Santa Monica Boulevard
Los Angeles, CA 90025

March 15, 2005

Richard Blackstone
C/o Nicholas Gordon, Esq.
Franklin, Weinrib, Rudell & Vassallo, P.C.
488 Madison Avenue
New York, New York 10022

Dear Richard:

You acknowledge (a) that you are subject to an employment agreement (the "Current Agreement") with your current employer (the "Current Employer"), and (b) that for the remainder of the term of the Current Agreement you intend to fully perform your obligations under the Current Agreement.

Until the Term Start Date (as defined below), you shall not be an employee or officer of Warner/Chappell Music Inc. ("Company") and you shall have no responsibilities to Company, and shall not, and shall have no authority to, bind Company in any manner or take any action on behalf of Company.

This letter, when signed by you and countersigned by Company, shall, effective as of the date on which this agreement (the "Agreement") is executed in full, constitute our agreement with respect to your future employment with us.

1. Position: Chairman and Chief Executive Officer

2. Term: (a) For purposes of this Agreement, "Term" shall mean the period commencing on the date immediately following the date that is the earliest to occur of (i) December 31, 2005 (which you have represented to us is the date as of which the term of the Current Agreement expires), (ii) such earlier date, if any, as the Current Agreement otherwise terminates in accordance with its terms, or (iii) the date, if any, as of which you are released from your employment under the Current Agreement pursuant to a reasonable written release document, (such earliest date being the "Term Start Date"), and ending on the fourth anniversary of the Term Start Date. Each consecutive twelve-month period of the Term is sometimes hereinafter referred to as a "Contract Year."

(b) Your employment with Company under this Agreement shall be deemed to commence as of the Term Start Date. None of the obligations and restrictions imposed on you pursuant to this Agreement (including, without limitation, any requirement of exclusivity and any requirement that you comply with any conflict of interest policy of Company), shall become effective until the Term Start Date.

3. Compensation:

(a) Salary: During the Term, Company shall pay you a salary at the rate of $650,000 per annum. Warner Music Group ("WMG") shall consider an upward adjustment to your salary effective as of the commencement of the third Contract Year; provided, that, whether or not any such adjustment is made shall remain in the sole discretion of WMG.

(b) Annual Discretionary Bonus: With respect to each fiscal year of the Term, WMG shall consider granting to you an annual bonus (or a pro rata portion of such annual bonus for a portion of such fiscal year). The amount of each annual bonus awarded to you shall be determined by WMG at its sole discretion, based on the strength of your performance and on the performance of Company and of WMG. Your Target bonus for each full fiscal year of the Term shall be $650,000 (or a pro rata portion of such amount for a portion of a fiscal year); provided that the amount of each annual bonus awarded to you may be higher or lower than the Target amount, and shall remain in the sole discretion of WMG. Notwithstanding the foregoing, you may, by written notice to Company given no later than 10 business days following the Term Start Date, elect either (i) that your pro rata annual bonus with respect to fiscal year 2005 shall not be less than $650,000 multiplied by a fraction, the numerator of which is the number of days within the period from the Term Start Date until the last day of the fiscal year 2005, and the denominator of which is 365, or (ii) that your annual bonus with respect to fiscal year 2006 shall not be less than $650,000. In the event that you fail to timely give such notice, you shall be deemed to have elected (ii) above.

(c) Special Payment: On or about January 31, 2006, Company shall pay to you a special payment in an amount equal to $100,000 less the sum of (i) any annual bonus amounts paid to you by your Current Employer, or which you reasonably expect will be paid to you by your Current Employer, in respect of your work for your Current Employer in calendar 2005 and (ii) any annual bonus amounts paid to you by Company in respect of your work for Company in Company's fiscal year 2005.

(d) Payment of Compensation: Compensation accruing to you during the Term shall be payable in accordance with the regular payroll practices of Company for employees at your level. You shall not be entitled to additional compensation for

performing any services for the "Non-publishing WMG Companies" (as defined below); although the only such services that you may be required to perform for any Non-publishing WMG Company are occasional services that are appropriate for your position. "Non-publishing WMG Companies" shall mean WMG's subsidiaries or affiliates other than Warner/Chappell Music Inc. and its subsidiaries.

4. Exclusivity:

(a) Your employment with Company shall be full-time and exclusive. During the Term you will not render any services for others, or for your own account, in the field of entertainment or otherwise. Rendering services to your Current Employer prior to the Term Start Date shall not constitute a violation by you of the terms of this Paragraph 4, or of Company's conflict of interest policies.

(b) You have advised Company that you intend to invest in certain companies in Turkey (sometimes referred to as "Turkish Entities") which may deal in aspects of the music business, including recording and publishing. Notwithstanding the provisions of clause (a) above, but subject to clause (c) below, you shall not be precluded from owning a minority equity interest in, and rendering occasional services to, any Turkish Entities (your "Turkish Activities"), provided that (i) such Turkish Activities do not interfere with the performance of your duties hereunder and (ii) you periodically provide the General Counsel of WMG with written notice of any significant new Turkish Activities or any material changes to your Turkish Activities.

(c) You understand that no WMG-owned or controlled company currently engages actively in business in Turkey. In the event that a WMG-owned or controlled company commences any music-related business in Turkey, then your Turkish Activities may constitute a conflict of interest. In the event that the Chief Executive Officer of WMG, in consultation with the General Counsel of WMG, concludes in good faith that any of your Turkish Activities constitutes a conflict of interest, then the General Counsel of WMG shall, in consultation with you, establish such procedures and/or direct such actions as are necessary to address such conflict of interest in a manner that is satisfactory to the Chief Executive Officer of WMG in his good faith determination.

5. Reporting: You shall at all times work under the supervision and direction of the Chief Executive Officer of WMG (currently Edgar Bronfman, Jr.), and you shall perform such duties as you shall reasonably be directed to perform by such officer. All of Company's employees shall report to you, or in an ascending chain of authority ending with you; provided, that, certain of Company's executives located outside of the U.S. currently report on a so-called "solid-line" basis to Company's executives and on a so-called "dotted-line" basis to executives of WMG's

international recorded music operations. Company will consider in good faith any proposal to modify that reporting structure that you may make from time to time; provided that, whether or not any modification to that reporting structure is effected shall remain in the sole discretion of the Chief Executive Officer of WMG.

6. Place of Employment: Manhattan. You shall render services at the offices established for Company at such location. You also agree to travel on temporary trips to such other place or places as may be required from time to time to perform your duties hereunder, including likely frequent travel to the Los Angels area, in which area Company will likely continue to maintain significant operations.

7. Travel and Entertainment Expenses: Company shall pay or reimburse you for reasonable expenses actually incurred or paid by you during the Term in the performance of your services hereunder in accordance with Company's policy for employees at your level upon presentation of expense statements or vouchers or such other supporting information as Company may customarily require. You shall be entitled to first class travel and accommodations.

8. Benefits: While you are employed hereunder, you shall be entitled to all fringe benefits generally accorded to employees of WMG at your level from time to time, including, but not limited to, 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. You shall also be entitled to four (4) weeks vacation (with pay) during each calendar year of the Term, which vacation shall be taken at reasonable times and shall be governed by Company's policies with respect to vacations for executives.

9. Disability/Death: If you shall become physically or mentally incapacitated from performing your duties hereunder, and such incapacity shall continue for a period of six (6) consecutive months or more or for shorter periods aggregating six months or more in any twelve-month period, Company shall have the right (before the termination of such incapacity), at its option, to terminate your employment hereunder upon paying to you any accrued but unpaid salary to the date of such termination. In the event of your death, this Agreement shall automatically terminate except that Company shall pay to your estate any accrued but unpaid salary through the last day of the month of your death.

10. Termination by Company: Company may at any time during the Term, by written notice, terminate your employment for "Cause" (as defined below), such Cause to be specified in the notice of termination. Only the following acts shall constitute "Cause" hereunder: (i) any willful or intentional act or omission having the effect, which effect is reasonably foreseeable, of injuring, to an extent that is meaningful,

the reputation, business, business relationships or employment relationships of Company or its affiliates; (ii) conviction of, or plea of nolo contendere to, a misdemeanor involving theft, fraud, forgery or the sale or possession of illicit substances or a felony; (iii) breach of material covenants contained in this Agreement; and (iv) repeated or continuous failure, neglect or refusal to perform your material duties hereunder. 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), (iii) or (iv) above shall be susceptible of cure, and such notice of termination is the first notice of termination given to you for such reason, if you fail to cure such cause for termination within ten (10) business days after the date of such notice, termination shall be effective upon the expiration of such ten-day period, and if you cure such cause within such ten-day period, such notice of termination shall be ineffective. In all other cases, notice of termination shall be effective on the date thereof.

11. Termination by Employee.

(a) For purposes of this Paragraph 11, Company shall be in breach of its obligations to you hereunder if there shall have occurred any of the following events (each such event being referred to as a "Good Reason"): (i) a material reduction in your title shall have been put into effect; (ii) you shall have been required to report to anyone other than as provided in Paragraph 5 hereof; (iii) any monies required to be paid to you hereunder shall not be paid when due; (iv) Company requires you to relocate your primary residence outside the greater New York metropolitan area in order to perform your duties to Company hereunder; or (v) Company assigns its rights and obligations under this Agreement in contravention of the provisions of Paragraph 18(e) below.

(b) You may exercise your right to terminate the Term of this Agreement for Good Reason pursuant to this Paragraph 11 by notice given to Company in writing specifying the Good Reason for termination within sixty (60) days after the occurrence of any such event constituting Good Reason, otherwise your right to terminate this Agreement by reason of the occurrence of such event shall expire and shall be deemed to have permanently lapsed. Any such termination in compliance with the provisions of this Paragraph 11 shall be effective thirty (30) days after the date of your written notice of termination, except that if Company shall cure such specified cause within such thirty-day period, you shall not be entitled to terminate the term of this Agreement by reason of such specified Good Reason and the notice of termination given by you shall be null and void and of no effect whatsoever.

12. Consequences of Breach by Company or Non-renewal:

(a) In the event of a "Special Termination" (as defined below) of your employment, your sole remedy shall be that, upon your execution of a Release (as defined below) Company shall pay to you the "Special Termination Payments" (as defined below), and in the event of a "Qualifying Non-renewal" (as defined below), your sole remedy shall be that, upon your execution of a Release, Company shall pay to you the "Non-renewal Payments" (as defined below). Special Termination Payments and Non-renewal Payments are sometimes herein referred to collectively as the "Termination Payments."

(b) The "Basic Termination Payments" shall mean any accrued but unpaid salary, accrued vacation pay in accordance with Company policy, any unreimbursed expenses pursuant to Paragraph 7, plus any accrued but unpaid benefits in accordance with Paragraph 8, in each case to the date on which your employment terminates pursuant to an event described in subparagraph (d) or (f), below, as applicable (the "Termination Date").

(c) A "Release" shall mean a release agreement in Company's standard form attached hereto as Exhibit A, which shall include, without limitation, a release by you of Company from any and all claims which you may have relating to your employment with Company and the termination of such employment.

(d) A "Special Termination" shall have occurred in the event that Company terminates your employment hereunder other than pursuant to Paragraphs 9 or 10 hereof.

(e) "Special Termination Payments" shall mean (i) the Basic Termination Payments; plus (ii) the greater of (A) the "Severance Amount" (as defined below) and (B) the sum of:

(I) a pro rata annual bonus with respect to the year in which your employment terminates, which bonus shall be in an amount equal to $650,000 multiplied by a fraction, the numerator of which is the number of days within the period from the first day of the fiscal year in which the termination of your employment occurs until the date of such termination, and the denominator of which is 365; and

(II) a severance payment in the amount of $2,000,000, if such termination occurs in the first Contract Year, or $1,500,000, if such termination occurs in the second Contract Year, or $1,000,000, if such termination

occurs in the third Contract Year, or $650,000, if such termination occurs in the fourth Contract Year.

(f) A "Qualifying Non-renewal" shall have occurred in the event that, on the date that is 90 days prior to the expiration of the Term: (i) Company has failed to offer you continued employment with Company or one of its affiliates; or (ii) Company has offered you continued employment with Company or one of its affiliates for a term of less than three years or at a salary lower, or on other terms materially less favorable to you (excluding with respect to the granting of any equity), than your salary and other terms of employment (excluding with respect to the granting of any equity) as in effect on the last day of the Term, and you elect to decline such offer and terminate your employment with Company at the end of the Term.

(g) The "Non-renewal Payments" shall mean (i) the greater of (A) the amount of severance pay (the "Severance Amount") that would have been payable to you under Company policy as in effect on the Termination Date had you not been subject to an employment agreement with Company, or (B) $650,000, plus; (ii) the Basic Termination Payments.

(h) Any Termination Payments payable to you under Paragraph 12(e) or (g) above shall be made by Company in accordance with its regular payroll practices by means of payments to you in equal periodic installments (which shall be not less frequent than monthly) during the one-year period following the termination of your employment (the "Payment Period"). During the Payment Period, Company shall continue to provide you with coverage under Company's medical plans in accordance with the terms of such plans, and you shall be entitled to no other benefits during such period.

(i) In the event you elect not to execute and deliver a Release in connection with a Special Termination or a Qualifying Non-renewal, Company shall only be obligated to pay to you the Basic Termination Payments. Following the delivery of an executed Release pursuant to this Paragraph 12, 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 Paragraph 12 with respect to any compensation or fees thereafter received by you from any employment thereafter obtained or consultancy arrangement thereafter entered into by you.

13. Confidential Matters: You shall keep secret all confidential matters of Company and its affiliates (for purposes of this Paragraph 13 only, "Company"), and shall not disclose them to anyone outside of Company, either during or after your employment with Company, except (i) with Company's written consent; (ii) as required by law or judicial process; or (iii) to your professional advisors to the extent reasonable and necessary. You shall deliver promptly to Company upon

termination of your employment, or at any time Company may request, all confidential memoranda, notes, records, reports and other documents (and all copies thereof) relating to the business of Company which you may then possess or have under your control.

14. Results and Proceeds of Employment: You acknowledge that Company 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 you hereunder and all other results and proceeds of your services hereunder, including, but not limited to, all copyrightable material created by you within the scope of your employment. You agree to execute and deliver to Company such assignments or other instruments as Company may require from time to time to evidence Company's ownership of the results and proceeds of your services.

15. Indemnity: To the extent that 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, Company agrees to 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, 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.

16. Non-Solicitation: For a period of one year after the date on which your employment with Company ends for any reason, you shall not, without the prior written consent of Company, directly or indirectly, as an employee, agent, consultant, partner, joint venturer, owner, officer, director, or member of any other person, firm, partnership, corporation or other entity, or in any other capacity, (a) call upon, solicit, negotiate with, offer or enter into a recording or other contract with any recording artist (including a duo or a group) or songwriter who at the time is, either directly or through a furnishing entity, under contract to Company or an affiliate of Company or a label distributed to Company or an affiliate of Company, and (b) discuss or negotiate employment with or offer employment to any individual employed by Company or an affiliate of Company.

17. Notices: All notices, requests, consents and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by prepaid courier, or mailed first-class, postage prepaid, by registered or certified mail, return receipt requested, as follows:

TO YOU:

Richard Blackstone
C/o Nicholas Gordon, Esq.
Franklin, Weinrib, Rudell &
Vassallo, P.C.
488 Madison Avenue
New York, New York 10022

TO COMPANY:

Warner Music Group Inc.
75 Rockefeller Plaza
New York, New York 10019
Attn: General Counsel

With a copy to:

Nicholas Gordon, Esq.
Franklin, Weinrib, Rudell &
Vassallo, P.C.
488 Madison Avenue
New York, New York 10022

Either you or Company may change the address to which notices are to be sent by giving written notice of such change of address to the other in the manner herein provided for giving notice.

18. Miscellaneous:

(a) You represent and warrant to Company that you are free to enter into this Agreement and, as of the commencement of the Term hereof, are not subject to any conflicting obligation or any disability which will prevent you from or interfere with your executing and performing your obligations hereunder.

(b) You acknowledge that while you are employed hereunder you will comply with Company's conflict of interest policy and other corporate policies, as in effect from time to time, of which you are made aware. All payments made to you hereunder shall be subject to applicable withholding and social security taxes and other ordinary and customary payroll deductions.

(c) You acknowledge that services to be rendered by you under this Agreement are of a special, unique and intellectual character which gives them peculiar value, and that a breach or threatened breach of any provision of this Agreement (particularly, but not limited to, the provisions of Paragraphs 4 and 13 hereof), 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 Agreement. The provisions of this Paragraph 18(c) shall not be construed as a waiver by Company of any rights which Company may have to damages or any other remedy.

(d) This Agreement sets forth the entire agreement and understanding of the parties hereto, and supersedes and terminates any and all prior agreements, arrangements and understandings. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not herein set forth.

If, notwithstanding the provisions of the foregoing paragraph, any provision of this Agreement or the application hereof is held to be wholly invalid, such invalidity shall not affect any other provisions or application of this Agreement that can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are hereby declared to be severable.

(e) The provisions of this Agreement shall inure to the benefit of the parties hereto, their heirs, legal representatives, successors and permitted assigns. This Agreement, and your rights and obligations hereunder, may not be assigned by you. Company may assign its rights, together with its obligations, hereunder in connection with any sale, transfer or other disposition of all or a substantial portion of the stock or assets of Company or Warner Music Group Inc.

(f) Nothing contained in this Agreement shall be construed to impose any obligation on Company to renew this Agreement. This Agreement may be amended, modified, superseded, canceled, renewed or extended, and the terms or covenants hereof may be waived, only by a written instrument executed by both of the parties hereto, or in the case of a waiver, by the party waiving compliance. Neither the continuation of employment nor any other conduct shall be deemed to imply a continuing obligation upon the expiration of this Agreement. The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by either party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement.

(g) This Agreement 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.

If the foregoing correctly sets forth our understanding, please sign below and return this agreement to Company.

Very truly yours,

WARNER/CHAPPELL MUSIC, INC.

By: /s/ Edgar Bronfman, Jr.

Accepted and Agreed:

/s/ Richard Blackstone
Richard Blackstone
SS #:

EXHIBIT A

SEPARATION AGREEMENT AND RELEASE

SEPARATION AGREEMENT ("Agreement") made and entered into on , 200 between (**name**) ("you") and (**company**) ("Company").

In consideration of the mutual covenants, conditions and obligations contained in this Agreement, you and Company agree as follows:

1. Your employment with Company shall end effective (**date**). As of that date, you shall have no further responsibilities as an employee of Company and as of such date the employment agreement (the "Employment Agreement") between you and Company dated (**date**), [as amended], shall be terminated with no liability of either party to the other thereunder whatsoever, except as specifically set out in this Agreement.

2. (a) Subject to your compliance with the terms of this Agreement, Company shall during the period from the date hereof to (the "Payment Period") pay you salary at a rate of $ per annum (less required withholding) and an automobile allowance at the rate of $ per month (less required withholding). All payments to you hereunder shall be payable in accordance with the regular payroll practices of the Company. You shall have no duty to mitigate Company's damages by seeking other employment, and Company shall have no right to reduce the amounts payable to you under this Agreement in the event that you obtain other earnings.

(b) Company shall continue to provide you and your dependent family members (to the extent such individuals are eligible for such coverage under the terms of the applicable programs) with coverage under Company's medical and dental plans until the earlier of (i) the end of the Payment Period or (ii) the date as of which you become eligible for another medical insurance plan.

(c) For so long as you are on a payroll of Company, you shall continue to participate in Company's life insurance and 401(k) plans as if you were a full time employee of Company, subject to the terms and conditions of each such plan.

(d) The Company shall pay you any accrued and unused vacation time through , 200 (to the extent not paid prior to the date hereof).

3. In accordance with the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), you shall have the right, at your expense, to elect to continue medical insurance coverage under the group insurance plan maintained by Company for a period of

eighteen months beginning on **(date)**. Further information regarding COBRA's coverage, including enrollment forms and premium quotations, will be sent to you separately.

4. (a) In consideration of, and exchange for, the payment and other benefits to be received by you under this Agreement, you hereby waive, release and forever discharge Company and its successors, their directors, officers, agents, representatives and employees, and the parents, subsidiaries and affiliates, and the directors, officers, agents and employees thereof (the "Company Group") from all claims, causes of action, lawsuits and demands, attorney's fees, expenses or other compensation ("Claims") which in any way relate to or arise out of the Employment Agreement or your employment with Company or the termination of your employment, which you may now or hereafter have under any common law, federal, state or local law, regulation or order, including without limitation, (i) any Claim under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, as amended, as well as all liability for any acts that may have violated your rights under any contract or local fair employment practices law, any employee relations statute, executive law or ordinance, any unemployment or workers compensation law or any other duty or obligation of any kind or nature; (ii) all Claims relating to or arising out of any alleged tortious act, including but not limited to, wrongful termination, intentional infliction of emotional distress and defamation; (iii) all Claims which may be alleged against or imputed to Company by you or by anyone acting on your behalf; and (iv) all Claims for wages, (including, but not limited to, all Claims in connection with any long-term incentive compensation plan of Company), monetary and equitable relief, employment or reemployment with Company in any position.

(b) The Company Group, in exchange for the consideration embodied in this Agreement, waives, releases, and forever discharges you from all Claims which the Company Group may now or hereafter have against you under any common law, federal, state or local law, regulation or order, arising out of your employment with Company.

5. Neither you nor Company shall file or cause to be filed any action, suit, claim, charge or proceeding with any federal, state or local court or agency relating to any Claims within the scope of paragraph 4.

6. You and Company each acknowledge that nothing in this Agreement constitutes (or shall be deemed) an admission of liability or wrongdoing by either you or the Company.

7. (a) You shall not at any time exploit, use, sell, publish, disclose, or communicate to any person, corporation or entity, either directly or indirectly, any trade secrets or confidential information regarding the Company Group, including, without limitation, the terms of any agreements between Company or any of its affiliates and any third party (except that you may disclose the financial terms of this Agreement to tax authorities, and to your attorneys and accountants). You shall not during the one-year period following the date hereof, without the prior approval of Company, discuss any "Company Topic" (as defined below) with any press or media representative, nor shall you provide any information regarding any Company Topic to any

press or media representative. “Company Topic” shall mean any matter relating to Company or its affiliates, including any of their respective employees or artists. Notwithstanding the foregoing, you shall not be precluded from informing any party that you were employed by Company, the dates of your employment, the positions with Company that you held, and the names of officers of Company and its affiliates with whom you worked.

(b) Company shall not at any time, use, sell, publish, disclose, or communicate to any person, corporation or entity, either directly or indirectly, any confidential information regarding you (except that Company may disclose the financial terms of this Agreement to tax authorities, attorneys or accountants).

(c) You agree to promptly return to Company all property of Company in your possession, including, but not limited to keys, identification cards, files, records, credit cards, electronic equipment and books and manuals issued to you by Company.

8. For a period of one year after the date hereof, you shall not, without the prior written consent of Company, directly or indirectly, as an employee, agent, consultant, partner, joint venturer, owner, officer, director, or member of any other person, firm, partnership, corporation or other entity, or in any other capacity, (a) call upon, solicit, negotiate with, offer or enter into a recording or other contract with any recording artist (including a duo or a group) or songwriter who at the time is, either directly or through a furnishing entity, under contract to Company or an affiliate of Company or a label distributed by Company or an affiliate of Company, or (b) discuss or negotiate employment with or offer employment to any individual employed by Company or an affiliate of Company.

9. You acknowledge that you have read this Agreement and that you have executed and delivered this Agreement freely and voluntarily, with full knowledge of all material facts.

[IF EMPLOYEE IS AGE 40 OR OVER] [10. (a) You acknowledge that you have been advised to seek independent advice and counsel in connection with this Agreement and have retained (**attorney name**) of the firm of (**firm name**) for such purpose, and that you have been afforded the time and opportunity necessary to seek such advice and counsel to the full extent you may have desired; and that you have been afforded at least 21 days in which to consider this Agreement. You understand your obligations and rights under this Agreement and with such knowledge have entered into and executed this Agreement freely and voluntarily.

(b) You understand that you may revoke this Agreement within seven days of its execution, by notifying Company in writing of your desire to revoke the Agreement, whereupon this Agreement shall be rendered null and void. The provisions of this Agreement including any payment due to you shall not be binding upon Company until eight days after the execution of this Agreement by you.]

11. It is Company's and your intention that this Agreement shall be effective as a full and final accord and satisfaction and release of each and every matter hereinabove referred to. You and Company acknowledge that you and Company are familiar with Section 1542 of the Civil Code of the State of California which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR"

You and Company waive and relinquish any right and benefit which you and Company have or may have under Section 1542 to the full extent that you and Company may lawfully waive all such rights and benefits pertaining to the subject matter hereof.

12. This Agreement constitutes the final and complete Agreement between you and Company with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements between you and Company, including, but not limited to, the Employment Agreement. No modification or waiver of the terms of this Agreement shall be valid unless in writing and signed by Company and you.

13. This Agreement shall be governed by and construed according to the laws of the State of (**state**) as applicable to agreements executed in and to be wholly performed within such State.

IN WITNESS WHEREOF, the undersigned have acknowledged and executed this Agreement as of the date first set forth above.

_____
(name)

[COMPANY NAME]

By: _____

Exhibit 10.2

RESTRICTED STOCK AWARD AGREEMENT

THIS RESTRICTED STOCK AWARD AGREEMENT (this "Agreement"), is entered into this 15th day of March, 2005, by and between Warner Music Group Corp., a Delaware corporation ("Parent"), and Richard Blackstone (the "Executive"). Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the "Employment Agreement" (as defined herein).

R E C I T A L S:

WHEREAS, Warner Music Group Inc., a Delaware corporation (the "Company"), an indirect majority owned subsidiary of Parent, or one of its direct or indirect subsidiaries, and the Executive have entered into an employment agreement, dated March 15, 2005 (such employment agreement, as it may be amended, superceded or replaced from time to time, the "Employment Agreement"); and

WHEREAS, the Board of Directors of Parent (the "Board") has determined to grant to the Executive on the date hereof (the "Effective Date") the restricted stock provided for herein (the "Restricted Stock Award"), such grant to be subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Purchase of Restricted Stock. Subject to the terms and conditions set forth in this Agreement, Parent hereby grants to the Executive, and the Executive hereby accepts a grant from Parent, effective as of the Effective Date (which is the date hereof), 209.8765432 shares of Class A Common Stock of Parent, par value $.001 per share (the "Restricted Shares"). The Restricted Shares shall vest in accordance with Section 2 and Section 5 hereof.

2. Vesting.

(a) Service-Based Restricted Stock. Except as otherwise provided in this Agreement, one-third of the Restricted Shares (the "Service-Based Restricted Stock"), shall vest and become non-forfeitable in four equal installments on the day prior to each of the first, second, third and fourth anniversaries of the date on which the Executive commences full-time employment with the Company (the "Employment Commencement Date") provided that the Executive remains employed with the Company on each such date, such that one hundred percent (100%) of the Service-Based Restricted Stock shall be vested and non-forfeitable on the day prior to the fourth anniversary of the Employment Commencement Date; provided that any unvested Service-Based Restricted Stock shall become vested and non-forfeitable upon a termination of the Executive's employment with the Company (A) due to his death, (B) by the Company due to his Disability or without Cause or (C) by the Executive for Good Reason, in each case on or after a "Change in Control" (as defined in Section 2(b)(iii)(6)) or, in the case of a termination by the Company without Cause or a termination by the Executive for Good Reason, in anticipation of a Change in Control (a termination described in the foregoing proviso being referred to hereinafter as a "CIC Termination").

(b) Performance-Based Restricted Stock. Except as otherwise provided in this Agreement, two-thirds of the Restricted Shares (the "Performance-Based Restricted Stock") shall contingently vest in equal installments on the day prior to each of the first, second, third and fourth anniversary of the Employment Commencement Date provided that the Executive remains employed with the Company on each such date (the "Service Condition"), but shall not be considered to be fully vested until and unless the condition described in Section 2(b)(i) or 2(b)(ii), as applicable, has been satisfied (each such condition, a "Performance Condition").

(i) With respect to one-half of the Performance-Based Restricted Stock, the Performance Condition shall be the occurrence of a 2X Restricted Stock Liquidity Event.

(ii) With respect to the other one-half of the Performance-Based Restricted Stock, the Performance Condition shall be the occurrence of a 3X Restricted Stock Liquidity Event.

(iii) For purposes of this Section 2(b), and also as and if used elsewhere in this Agreement, the following terms shall have the following meanings:

(1) "2X Investor Equity Value" shall mean (X) two times the Investment minus (Y) the aggregate amount of cash and "Fair Market Value" (as defined below) of readily marketable securities or other assets (determined at the time of receipt) received by the Investors in respect of the Investor Equity prior to or coincident with the time of determination.

(2) "3X Investor Equity Value" shall mean (X) three times the Investment minus (Y) the aggregate amount of cash and Fair Market Value of readily marketable securities or other assets (determined at the time of receipt) received by the Investors in respect of the Investor Equity prior to or coincident with the time of determination.

(3) "2X Restricted Stock Liquidity Event" shall mean (A) the first sale in an underwritten offering of Parent's Class A Common Stock pursuant to a registration statement on Securities and Exchange Commission ("SEC") Form S-l or otherwise under the Securities Act of 1933, as amended (the "Securities Act") (an "IPO"), at a per share price which implies an aggregate value of the Investor Equity at the time of the IPO of at least the 2X Investor Equity Value, (B) following an IPO, or any transaction other than an IPO which causes Parent's Class A Common Stock, or all or substantially all of the securities into which such Class A Common Stock is converted or for which it is exchanged, to be listed for trading on a national securities exchange or quoted on an automated quotation system, the average closing price of Parent's Class A Common Stock, or such securities into which Class A Common Stock is converted or for which it is exchanged, on the primary exchange on which, or system over which, it is traded over any 20 consecutive trading days is such that the implied aggregate value of the Investor Equity at the end of such 20 consecutive trading days, based on such average price, is at least the 2X Investor Equity Value, determined as of the first of such 20 consecutive trading days, or (C) a Bonus Liquidity Event occurs which results in a combination of cash and readily marketable securities being paid or provided to the Investors having an aggregate value (as determined by the Board in good faith as of the time of receipt) of at least the 2X Investor Equity Value.

(4) "3X Restricted Stock Liquidity Event" has the same meaning as a 2X Restricted Stock Liquidity Event, except that the term "2X Investor Equity Value" each time it appears in Section 2(b)(iii)(3) above shall be replaced with "3X Investor Equity Value."

(5) "Bonus Liquidity Event" shall mean a Change in Control, or other event (e.g., a leveraged recapitalization in which the proceeds are paid out to the Investors as dividends and/or redemptions), in which consideration is paid to Investors in respect of the Investor Equity in the form of cash, readily marketable securities or a combination of both.

(6) "Change in Control" shall mean a "Change of Control," as defined in the certificate of incorporation of Parent, as amended from time to time.

(7) "Fair Market Value" shall mean the price at which the asset in question would change hands in an arms' length sale between a willing buyer and a willing seller, with neither being under any compunction to buy or sell and each with full knowledge of all relevant facts, as determined by the Board in good faith; provided that, in determining Fair Market Value of the securities of any member of the Parent Group, the Board shall take into account the free cash flow, revenue and EBITDA and such other methodologies and characteristics as it may determine to be relevant, and shall (A) adjust the Fair Market Value of the securities to take into account the illiquidity of securities which are not publicly traded and (B) make no adjustment on account of any control premium. Notwithstanding the above, the Fair Market Value of any freely tradable security which is of a class listed for trading on an established securities market or established trading system shall be the average of the high and low trading prices of such class of securities, as reported on the primary market or trading system on which such securities are listed on the date Fair Market Value is determined.

(8) "Investment" means $1.25 billion.

(9) "Investor Equity" shall mean all equity securities of all members of the Parent Group, including common and preferred stock and warrants, options and other instruments convertible or exercisable into, or redeemable for, common or preferred stock, either (A) purchased or otherwise received by the Investors on or prior to March 1, 2004 or (B) received by the Investors following March 1, 2004, without cost to the Investors, in respect of the equity securities described in the preceding clause (A).

(10) "Investors" shall mean all of (i) Thomas H. Lee Equity Fund V, L.P., (ii) Thomas H. Lee Parallel Fund V, L.P., (iii) Thomas H. Lee Equity (Cayman) Fund V, L.P., (iv) Putnam Investments Holdings, LLC, (v) Putnam Investments Employees' Securities Company I LLC, (vi) Putnam Investments Employees' Securities Company II LLC, (vii) 1997 Thomas H. Lee Nominee Trust, (viii) Thomas H. Lee Investors Limited Partnership, (ix) Bain Capital Partners Integral Investors, LLC, (x) Bain Capital VII Coinvestment Fund, LLC, (xi) BCIP TCV, LLC, (xii) Providence Equity Partners IV, L.P., (xiii) Providence Equity Operating Partners IV, L.P..and (xiv) Lexa Partners LLC, or any

affiliate of any of them, in each case which purchases Investor Equity on or prior to the Effective Date.

(11) "Parent Group" shall mean Parent, the Company and each direct or indirect subsidiary of any of them.

Notwithstanding anything in this Agreement to the contrary, the Service Condition applicable to each share of Performance-Based Restricted Stock shall be deemed to have been attained upon a CIC Termination.

(c) The term "Vested Restricted Shares." as used herein, shall mean (i) each share of Service-Based Restricted Stock on and following the time that the vesting condition set forth in Section 2(a) hereof has been actually or deemed satisfied as to such share, (ii) each share of Performance-Based Restricted Stock on and following the time that both the Service Condition and the Performance Condition have been actually or deemed satisfied as to such share and (iii) each share of Performance-Based Restricted Stock not described in the immediately preceding clause (ii) on an following the day prior to the seventh anniversary of the Employment Commencement Date, so long as the Executive remains employed by the Company on such day. Restricted Shares which have not become Vested Restricted Shares are hereinafter referred to as "Unvested Restricted Shares."

3. Taxes. The Executive shall pay to the Company or Parent promptly upon request, and in any event at the time the Executive recognizes taxable income in respect of the Restricted Stock Award, an amount equal to the taxes the Company or Parent determines it is required to withhold under applicable tax laws with respect to the Restricted Shares. Such payment shall be made in the form of cash. The Executive may, but shall not be required to, make an election pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended (the "Code") to realize taxable income in respect of the grant of the Restricted Stock Award, in an amount equal to the Initial Value.

4. Certificates. Certificates evidencing the Restricted Shares shall be issued by Parent and shall be registered in the Executive's name on the stock transfer books of Parent promptly after the date hereof, but shall remain in the physical custody of Parent or its designee at all times prior to, in the case of any particular Restricted Shares, the date such Restricted Shares become Vested Restricted Shares. As a condition to the receipt of this Restricted Stock Award, the Executive shall deliver to Parent a stock power, duly endorsed in blank, relating to the Restricted Shares.

5. Effect of Termination of Employment.

(a) Upon the termination of the Executive's employment with the Company for any reason, the Restricted Shares shall be subject to forfeiture back to Parent without consideration, or to the Call Option, in each case as described in Section 5(b) below. For purposes of this Agreement, such a termination may be (i) by the Company for Cause or on account of the Executive's Disability, by the Executive without Good Reason or on account of the Executive's death (a "5(a)(i) Termination") or (ii) by the Company without Cause or by the Executive for Good Reason (a "5(a)(ii) Termination").

(b) Forfeiture; Call Option.

(i) Other than as set forth in the second sentence of Section 5(b)(ix), upon the termination of the Executive's employment with the Company for any reason (or no reason), Unvested Restricted Shares shall be forfeited, and Parent shall have the right and option (the "Call Option"), but not the obligation, to purchase, or to cause any member of the Parent Group designated by Parent (the "Call Assignee") to purchase, from the Executive, on and after the Initial Call Date any or all of the Vested Restricted Shares, in each case as described below in this Section 5(b). The purchase price (the "Call Price") of the Vested Restricted Shares subject to purchase under this provision (the "Called Shares") also is described below in this Section 5(b). Notwithstanding anything in this Agreement to the contrary, all of the Restricted Shares shall be forfeited on January 6, 2006 if the Employment Commencement Date does not occur on or prior to that date.

(1) In the event of a 5(a)(i) Termination, (A) each Restricted Share which is an Unvested Restricted Share immediately prior to such termination shall be forfeited, and (B) the Call Price of each Called Share which is a Vested Restricted Share immediately prior to such termination shall be the Fair Market Value of such share on the date of the applicable "Call Notice" (as defined below).

(2) In the event of a 5(a)(ii) Termination, the Call Price of each Called Share which is a Vested Restricted Share immediately prior to the Initial Call Date of such share, or which becomes a Vested Restricted Share upon termination of employment solely because such termination is a CIC Termination, shall be the Fair Market Value of such share on the date of the applicable Call Notice.

(3) In the event of a 5(a)(ii) Termination, each Restricted Share which is an Unvested Restricted Share immediately prior to the Initial Call Date of such share (other than

such a share which becomes a Vested Restricted Share upon termination of employment solely because such termination is a CIC Termination) shall be forfeited on such Initial Call Date.

(ii) The "Initial Call Date" shall mean (A) with respect to each share of Performance-Based Restricted Stock as to which the Service Condition, but not the Performance Condition, has been attained at the time of a 5(a)(ii) Termination, the earlier of (I) the date the Performance Condition is first attained with respect to such share and (II) the six-month anniversary of the 5(a)(ii) Termination, or (B) in all other cases, the date of termination of the Executive's employment with the Company.

(iii) For purposes of Section 5(b)(i), (A) the termination of the Executive's employment at the end of the term of the Employment Agreement following the failure of the Company to offer the Executive continued employment at a base salary not less than that in effect at the end of such term shall be deemed to be a 5(a)(ii) Termination and (B) the termination of the Executive's employment at the end of the term of the Employment Agreement following the Company's offering the Executive continued employment at a base salary not less than that in effect at the end of such term shall be deemed to be a 5(a)(i) Termination.

(iv) Parent or the Call Assignee, as applicable, may exercise the Call Option by delivering or mailing to the Executive (or to his estate, if applicable), in accordance with Section 16 of this Agreement, written notice of exercise (a "Call Notice") at any time following the Initial Call Date. The Call Notice shall specify the date thereof, the number of Called Shares and the Call Price.

(v) Within ten (10) days after his receipt of the Call Notice, the Executive (or his estate) shall tender to Parent or the Call Assignee, as applicable, at its principal office the certificate or certificates representing the Called Shares, duly endorsed in blank by the Executive (or his estate) or with duly endorsed stock powers attached thereto, all in form suitable for the transfer of such shares to Parent or the Call Assignee, as applicable. Upon its receipt of such shares, Parent or the Call Assignee, as applicable, shall pay to the Executive the aggregate Call Price therefore, in cash.

(vi) Parent or the Call Assignee, as applicable, will be entitled to receive customary representations and warranties from the Executive regarding the sale of the Called Shares pursuant to the exercise of the Call Option as may reasonably requested by Parent or the Call Assignee, as applicable, including but not limited to the representation that the Executive has good and marketable title to the Called Shares to be transferred free and clear of all liens, claims and other encumbrances.

(vii) If Parent or the Call Assignee, as applicable, delivers a Call Notice, then from and after the time of delivery of the Call Notice the Executive shall no longer have any rights as a holder of the Called Shares subject thereto (other than the right to receive payment of the Call Price as described above), and such Called Shares shall be deemed purchased in accordance with the applicable provisions hereof and Parent or the Call Assignee, as applicable, shall be deemed to be the owner and holder of such Called Shares.

(viii) Any Vested Restricted Shares as to which the Call Option is not exercised will remain subject to all terms and conditions of this Agreement, including the continuation of Parent's or the Call Assignee's, as applicable, right to exercise the Call Option.

(ix) This Section 5(b) is in addition to, and not in lieu of, any rights and obligations of the Executive and Parent in respect of the Restricted Shares contained in the "Stockholders' Agreement" (as defined below). Notwithstanding the above, this Section 5(b) shall be ineffective as to each Vested Restricted Share on and following the later of (I) an IPO or any other event which causes the Class A Common Stock, or other securities for which all or substantially all of the Class A Common Stock may have been exchanged, to be or become listed for trading on or over an established securities market or established trading system and (II) the date on which such share becomes a Vested Restricted Share.

6. Rights as a Stockholder; Dividends.

(a) The Executive shall be the record owner of the Restricted Shares unless and until such shares are sold or otherwise disposed of, and as record owner shall be entitled to all rights of a common stockholder of Parent, including, without limitation, voting rights, if any, with respect to the Restricted Shares; provided that (i) any cash or in-kind dividends paid with respect to Restricted Shares which are not Vested Restricted Shares shall be withheld by Parent and shall be paid to the Executive, without interest, only when, and if, such Restricted Shares shall become Vested Restricted Shares (provided, however, that in the event of a rights offering in which the Restricted Shares are entitled to participate, the Executive shall be entitled to subscribe for and purchase any securities made available in such rights offering with respect to all Restricted Shares, whether or not such Restricted Shares are Vested Restricted Shares), and (ii) the Restricted Shares shall be subject to the limitations on transfer and encumbrance set forth in this Agreement and the stockholders' agreement executed and entered into by and between Parent, the Investors and the other parties thereto prior to the Effective Date (such stockholders' agreement, as it may be amended, superceded or replaced from time to time, the "Stockholders' Agreement"). A copy of the Stockholders' Agreement, as in effect on the date hereof, is annexed hereto as Exhibit A. As soon as practicable following the vesting of any Restricted Shares, certificates for such Vested Restricted Shares shall be delivered to the Executive or to the Executive's legal representative along with the stock powers relating thereto.

(b) At or promptly following an IPO or any other transaction which makes Parent eligible to use SEC Form S-8, Parent shall register all of the Restricted Shares (whether or not vested) on Form S-8 or an equivalent registration statement (including, at Parent's option, on the Form S-l filed in connection with an IPO), and use reasonable commercial efforts to keep such registration effective so long as the Executive continues to hold any of the Restricted Shares.

7. Restrictive Legend. All certificates representing Restricted Shares shall have affixed thereto a legend in substantially the following form, in addition to any other legends that may be required under federal or state securities laws, unless and to the extent determined inapplicable or unnecessary by Parent:

THE SHARES OF STOCK REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER AND AN OPTION TO PURCHASE SET FORTH IN A CERTAIN RESTRICTED STOCK AWARD AGREEMENT BETWEEN WARNER MUSIC GROUP CORP. AND THE REGISTERED OWNER OF THIS CERTIFICATE (OR HIS PREDECESSOR IN INTEREST) AND A STOCKHOLDERS' AGREEMENT TO WHICH WARNER MUSIC GROUP CORP. AND THE REGISTERED OWNER OF THIS CERTIFICATE (OR HIS PREDECESSOR IN INTEREST) ARE PARTIES, WHICH AGREEMENTS ARE BINDING UPON ANY AND ALL OWNERS OF ANY INTEREST IN SAID SHARES. SAID AGREEMENTS ARE AVAILABLE FOR INSPECTION WITHOUT CHARGE AT THE PRINCIPAL OFFICE OF WARNER MUSIC GROUP CORP. AND COPIES THEREOF WILL BE FURNISHED WITHOUT CHARGE TO ANY OWNER OF SAID SHARES UPON REQUEST.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE SOLD, MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED AND ANY APPLICABLE STATE SECURITIES LAWS, UNLESS WARNER MUSIC GROUP CORP. HAS RECEIVED AN OPINION OF COUNSEL, WHICH OPINION IS REASONABLY SATISFACTORY TO IT, TO THE EFFECT THAT SUCH REGISTRATIONS ARE NOT REQUIRED.

8. Transferability.

(a) The Restricted Shares may not, at any time prior to becoming Vested Restricted Shares, be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Executive and any such purported

assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against Parent; provided that the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance; and provided further that the foregoing restriction shall not apply to a sale of Restricted Shares in compliance with the obligations, if any, of the holder thereof to sell such shares pursuant to the "drag along" provisions of the Stockholders' Agreement.

(b) Prior to an IPO, neither the Executive nor any transferee of the Executive (including any beneficiary, executor or administrator) shall assign, alienate, pledge, attach, sell or otherwise transfer or encumber the Restricted Shares upon or subsequent to their vesting, except in accordance with the applicable provisions of this Agreement and the Stockholders' Agreement; provided, that, subject to the provisions of the Stockholders' Agreement, Vested Restricted Shares may be transferred (i) by will or the laws of descent, or (ii) with the Board's approval (which may be granted or withheld at its sole discretion), by the Executive without consideration to (A) any person who is a "family member" of the Executive, as such term is used in the instructions to SEC Form S-8 (collectively, the "Immediate Family Members"); (B) a trust solely for the benefit of the Executive and/or Immediate Family Members; or (C) any other transferee as may be approved by the Board in its sole discretion (collectively, the "Permitted Transferees"); provided, that, the Executive gives the Board advance written notice describing the terms and conditions of the proposed transfer and the Board notifies the Executive in writing that such a transfer is in compliance with the terms of this Agreement; provided, further, that, the restrictions upon any Vested Restricted Shares transferred in accordance with this Section 8(b) shall apply to the Permitted Transferee, such transfer shall be subject to the acceptance by the Permitted Transferee of the terms and conditions hereof and of the Stockholders' Agreement, and any reference in this Agreement or the Stockholders' Agreement to the Executive shall be deemed to refer to the Permitted Transferee, except that (a) prior to an IPO, Permitted Transferees shall not be entitled to transfer any Vested Restricted Shares other than by will or the laws of descent and distribution or, with the Board's approval (which may be granted or withheld at its sole discretion), to a trust solely for the benefit of the Permitted Transferee, and (b) the consequences of the termination of the Executive's employment with the Company under the terms of this Agreement shall continue to be applied with respect to the Permitted Transferee to the extent specified in this Agreement.

9. Securities Laws. The Executive represents, warrants and covenants as follows:

(a) The Executive is acquiring the Restricted Shares for his own account and not with a view to, or for sale in connection with, any distribution of the Restricted Shares in violation of the Securities Act or any rule or regulation under the Securities Act or in violation of any applicable state securities law.

(b) The Executive has had such opportunity as he has deemed adequate to obtain from representatives of Parent such information as is necessary to permit him to evaluate the merits and risks of his investment in the Parent.

(c) The Executive has sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in acquiring of the Restricted Shares and to make an informed investment decision with respect to such investment.

(d) The Executive can afford the complete loss of the value of the Restricted Shares and is able to bear the economic risk of holding such shares for an indefinite period.

(e) The Executive understands that (i) the Restricted Shares have not been registered under the Securities Act and are "restricted securities" within the meaning of Rule 144 under the Securities Act; (ii) the Restricted Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available; (iii) in any event, the exemption from registration under Rule 144 will not be available for at least one (1) year and even then will not be available unless a public market then exists for such shares, adequate information concerning Parent is then available to the public, and other terms and conditions of Rule 144 are complied with and (iv) there is now no registration statement on file with the SEC with respect to the Restricted Shares and, except as set forth in Section 6(b) hereof or in the Stockholders' Agreement, there is no commitment on the part of Parent to make any such filing.

(f) In addition, upon any Restricted Shares becoming Vested Restricted Shares, the Executive will make or enter into such other written representations, the warranties and agreements as the Board may reasonably determine are legally required in order to comply with applicable securities laws.

10. Adjustments for Stock Splits. Stock Dividends, etc.

(a) If from time to time during the term of this Agreement there is any stock split-up, stock dividend, stock distribution or other reclassification of Parent's Class A Common Stock, any and all new, substituted or additional securities to which the Executive is entitled by reason of his ownership of the Restricted Shares shall be immediately subject to the terms of this Agreement.

(b) If the Parent's Class A Common Stock is converted into or exchanged for, or stockholders of Parent receive by reason of any distribution in total or partial liquidation, securities of another corporation, or other property (including cash), pursuant to any merger of Parent or acquisition of its assets, then the rights of Parent under this Agreement shall inure to the benefit of Parent's successor and this Agreement shall apply to the securities or other property received upon such conversion, exchange or distribution in the same manner and to the same extent as the Restricted Shares.

11. Confidentiality of the Agreement. The Executive agrees to keep confidential the terms of this Agreement. This provision does not prohibit the Executive from providing this information on a confidential and privileged basis to the Executive's

attorneys or accountants for purposes of obtaining legal or tax advice or as otherwise required by law, regulation or stock exchange rule.

12. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of the Agreement shall be severable and enforceable to the extent permitted by law.

13. Waiver. Any right of Parent contained in the Agreement may be waived in writing by the Board. No waiver of any right hereunder by any party shall operate as a waiver of any other right, or as a waiver of the same right with respect to any subsequent occasion for its exercise, or as a waiver of any right to damages. No waiver by any party of any breach of this Agreement shall be held to constitute a waiver of any other breach or a waiver of the continuation of the same breach.

14. No Rights to Employment. Nothing contained in this Agreement shall be construed as giving the Executive any right to be retained, in any position, as an employee, consultant or director of the Company or its affiliates or shall interfere with or restrict in any way the right of the Company or its affiliates, which are hereby expressly reserved, to remove, terminate or discharge the Executive at any time for any reason whatsoever.

15. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersedes all prior communications, representations and negotiations in respect thereto. No change, modification or waiver of any provision of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

16. Notices. Any notice, consent, request or other communication made or given in accordance with this Agreement shall be in writing and shall be deemed to have been duly given when actually received or, if mailed, three days after mailing by registered or certified mail, return receipt requested, or one business day after mailing by a nationally recognized express mail delivery service with instructions for next-day delivery, to those persons listed below at their following respective addresses or at such other address or person's attention as each may specify by notice to the others:

To Parent:

Warner Music Group Corp.
75 Rockefeller Plaza
New York, New York 10019
Attention: General Counsel

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019

Attention: Michael J. Segal, Esq.

To the Executive:

The most recent address for the Executive in the records of Parent or the Company. The Executive hereby agrees to promptly provide Parent and the Company with written notice of any change in the Executive's address for so long as this Agreement remains in effect.

with a copy to:

Nick Gordon, Esq.
Franklin, Weinrib, Rudell, & Vassallo, P.C.
488 Madison Avenue
New York, New York 10022

17. Beneficiary. The Executive may file with the Board a written designation of a beneficiary on such form as may be prescribed by the Board and may, from time to lime, amend or revoke such designation. If no designated beneficiary survives the Executive, the executor or administrator of the Executive's estate shall be deemed to be the Executive's beneficiary. The Executive's beneficiary shall succeed to the rights and obligations of the Executive hereunder upon the Executive's death, except as maybe otherwise described herein.

18. Successors. The terms of this Agreement shall be binding upon and inure to the benefit of Parent, its successors and assigns, and of the Executive and the beneficiaries, executors, administrators, heirs and successors of the Executive.

19. Modifications. No change, modification or waiver of any provision of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

20. Restricted Stock Award Subject to the Stockholders' Agreement. By entering into this Agreement the Executive agrees and acknowledges that the Executive has received and read the Stockholders' Agreement. The Stockholders' Agreement as it may be amended from time to time is hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and any terms or provisions of the Stockholders' Agreement, the applicable terms and provisions of the Stockholders' Agreement will govern and prevail except with respect to Section 5(b) hereof. Notwithstanding the above, Section 4.1 of the Stockholders' Agreement ("Tag-Along") shall not apply to Unvested Restricted Shares.

21. GOVERNING LAW; CONSENT TO JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO AGREEMENTS MADE AND TO BE WHOLLY PERFORMED WITHIN THAT STATE. ANY ACTION TO ENFORCE THIS AGREEMENT MUST BE BROUGHT

IN A COURT SITUATED IN, AND THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF, COURTS SITUATED IN NEW YORK COUNTY, NEW YORK. EACH PARTY HEREBY WAIVES THE RIGHTS TO CLAIM THAT ANY SUCH COURT IS AN INCONVENIENT FORUM FOR THE RESOLUTION OF ANY SUCH ACTION.

22. JURY TRIAL WAIVER. THE PARTIES EXPRESSLY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL IN THE EVENT ANY ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT IS LITIGATED OR HEARD IN ANY COURT.

23. Headings. The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement.

24. Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto confirm that any facsimile copy of another party's executed counterpart of this Agreement (or its signature page thereof) will be deemed to be an executed original thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

WARNER MUSIC GROUP CORP.

/s/ Edgar Bronfman, Jr.
By:
Title:

/s/ Richard Blackstone
RICHARD BLACKSTONE

Exhibit 99.1

RICHARD BLACKSTONE TO BE NAMED CHAIRMAN AND CEO OF WARNER/CHAPPELL MUSIC, INC.

NEW YORK, April 11, 2005—Warner Music Group (WMG) announced today that Richard Blackstone, president of Zomba Music Publishing, will be named Chairman and CEO of Warner/Chappell Music, Inc., the company's worldwide music-publishing division. Upon the expiration of his current agreement with Zomba, Blackstone will succeed Warner/Chappell's Chairman and CEO, Les Bider, who recently announced his decision to step down following the appointment of a successor. Blackstone will report to WMG's Chairman and CEO, Edgar Bronfman, Jr.

During his tenure at Zomba, Blackstone worked with performers and songwriters such as R. Kelly, Linkin Park, Justin Timberlake, *NSync, Macy Gray, Limp Bizkit, Korn, Keith Stegall, The Backstreet Boys, Britney Spears, Nas, A Tribe Called Quest, KRS-One and numerous others.

In making the announcement, Bronfman said, "We're thrilled that an executive of Richard's caliber will assume this vitally important role. His depth of experience and his track record at Zomba will be a natural fit for Warner/Chappell. I look forward to working closely with Richard, and I'm confident that Warner/Chappell and its roster of world-class composers will benefit from his energetic and innovative approach to today's rapidly evolving music publishing business."

Bronfman added, "Once again, I'd like to personally thank Les Bider for the amazing level of passion and dedication he has brought to his leadership position at Warner/Chappell throughout his tenure. All of his friends at Warner Music Group wish him only the best."

Blackstone said, "At Zomba, I have had the honor of working for, and with, some of the most talented writers, producers and artists in the world. I will leave Zomba with a great sense of pride, not only in connection with the many artists we nurtured from the earliest points in their careers to worldwide acclaim, but also for the collaborative and supportive culture that characterized our work. I'm very fortunate to have been mentored by such talented executives as Zomba's founder, Clive Calder, and more recently Nicholas Firth, worldwide Chairman of BMG Music Publishing. As I enter this new phase of my career, I am excited about and grateful for the opportunity to continue the tradition of artistic excellence at Warner/Chappell. Les Bider is a legend in music publishing and the legacy of his outstanding work will help guide us into the future. I look forward to working with the company's roster of contemporary songwriters, library of standards and

first-rate executive team in building upon Warner/Chappell's standing as a global music publisher."

Blackstone joined Zomba in 1989 as Director of Business Affairs, and was later promoted to the dual role of Head of Creative and Head of Business Affairs, a position that included oversight of Zomba's Nashville office and that reported to Zomba's Chairman, Clive Calder.

Blackstone was named President of Zomba Music Publishing following the purchase of Zomba by BMG Music in 2002, and was given oversight responsibility for Brentwood Benson Music Publishing, the leading contemporary Christian music publisher.

Blackstone's music business career began when, as a college student, he became a roadie for the band Squeeze. Later, between college and law school, he produced scores for documentary films and television programs.

About Warner/Chappell Music
Warner/Chappell Music is a global music publisher and holds the rights to more than one million copyrights from more than 65,000 songwriters and composers. The library includes many standard titles that span multiple music genres and has demonstrated the ability to generate consistent revenues over extended periods of time. These range from classics such as "Happy Birthday," "Winter Wonderland," "When a Man Loves a Woman" to the songs of Cole Porter and George and Ira Gershwin. Warner/Chappell's award winning library also includes contemporary music by artists such as Madonna, Green Day, Don Henley, R.E.M., Van Morrison, John Williams, The Eagles, Dido, Eric Clapton, Led Zeppelin, Moby, The Ramones, Timbaland, Barry White, Staind, Fat Joe, and many more. For more information about Warner/Chappell, visit www.warnerchappell.com.

About Warner Music Group
Warner Music Group, with its broad roster of new stars and legendary artists, is one of the world's major music companies. The company is home to a collection of some of the best-known record labels in the music industry including Atlantic, Elektra, Lava, Maverick, Nonesuch, Reprise, Rhino, Sire, Warner Bros. and Word. Warner Music International, a leading company in national and international repertoire operates through 37 affiliates and numerous licensees in more than 50 countries. Warner Music Group also includes Warner/Chappell Music, a global music publisher, with a catalog of more than one million copyrights worldwide. For more information about Warner Music Group, visit our corporate website at www.wmg.com.

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Contact:
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will.tanous@wmg.com