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): July 8, 2011

Warner Music Group Corp.
(Exact name of Co-Registrant as specified in its charter)

Delaware	001-32502	13-4271875
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

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

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

WMG Acquisition Corp.
(Exact name of Co-Registrant as specified in its charter)

Delaware	333-121322	68-0576630
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

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

Co-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 Co-Registrants 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.

Supplemental Indenture

On July 11, 2011, Warner Music Group Corp. ("Warner") announced that WMG Holdings Corp., its wholly-owned subsidiary ("WMG Holdings"), and WMG Acquisition Corp., WMG Holdings' wholly-owned subsidiary ("WMG Acquisition," and together with WMG Holdings, the "Companies" and each a "Company"), have received the requisite consents in connection with their previously announced tender offers and related consent solicitations in respect of (i) WMG Acquisition's outstanding 7 3/8% Dollar-denominated Senior Subordinated Notes due 2014 and 8 1/8% Sterling-denominated Senior Subordinated Notes due 2014 (the "WMG Acquisition Notes"), and (ii) WMG Holdings' outstanding 9.5% Senior Discount notes due 2014 (the "WMG Holdings Notes," and together with the WMG Acquisition Notes, the "Notes"). The Companies each entered into a supplemental indenture to each of the indentures governing the WMG Holdings Notes and WMG Acquisition Notes after the requisite consents with respect to the applicable tender offers and consent solicitations were received, and as a result, withdrawal rights have terminated with respect to the tender offers and consent solicitations. WMG Acquisition and the subsidiaries of WMG Acquisition that are guarantors of the WMG Acquisition Notes entered into a Supplemental Indenture, dated as of July 8, 2011, with Wells Fargo Bank, National Association, as Trustee (the "Trustee"), which supplements the Indenture, dated as of April 8, 2004, as amended, among WMG Acquisition, the Subsidiary Guarantors and the Trustee (the "WMG Acquisition Supplemental Indenture"). WMG Holdings and Warner, as guarantor, entered into a Supplemental Indenture, dated as of July 11, 2011, with the Trustee, which supplements the Indenture, dated as of December 23, 2004, among WMG Holdings, Warner as guarantor, and the Trustee (the "WMG Holdings Supplemental Indenture," and together with the WMG Acquisition Supplemental Indenture, the "Supplemental Indentures"). The Supplemental Indentures implement the proposed amendments to the applicable Indenture as described in the Offer to Purchase and Consent Solicitation Statement, dated June 27, 2011 (the "Offer to Purchase"), in which the Companies sought consents (the "Consents") to proposed amendments to their respective Indentures which govern the applicable series of Notes. The proposed amendments amend the Indentures in connection with the Agreement and Plan of Merger, dated as of May 6, 2011 (the "Merger Agreement"), by and among Airplanes Music LLC, an affiliate of Access Industries, Inc. ("Access Industries"), Airplanes Merger Sub, Inc., a wholly owned subsidiary of Airplanes Music LLC, and Warner pursuant to which Airplanes Merger Sub, Inc. will be merged with and into Warner upon the terms and subject to the conditions set forth in the Merger Agreement (the "Merger"). The terms of each Supplemental Indenture will become operative only upon the applicable Initial Acceptance Date for such tender offer (as defined in the Offer to Purchase), which will occur promptly following the satisfaction or waiver of the conditions to such tender offer, including the consummation of the Merger.

This description of the Supplemental Indentures and related matters is not complete and is qualified in its entirety by the actual terms of the Supplemental Indentures, copies of which are incorporated herein by reference and attached hereto as Exhibit 4.1 and 4.2.

Item 8.01 Other Events.

On July 11, 2011, Warner issued a press release announcing the results of its previously announced Tender Offers and Consent Solicitations for the Notes. As of 5:00 p.m., New York City time, on July 11, 2011, the Companies have received the Requisite Consents to the applicable Proposed Amendments (as set forth in the Offer to Purchase) from the holders of the outstanding Notes. Upon the terms and conditions described in the Offer to Purchase and the related Consent and Letter of Transmittal, payment for Notes accepted for purchase will be made (1) with respect to Notes validly tendered and not validly withdrawn at or prior to the applicable Consent Time, promptly after acceptance of such Notes for purchase, which will occur promptly following the satisfaction or waiver of the conditions to the applicable tender offer, including the closing of the Merger, and (2) with respect to Notes validly tendered after the Consent Time but at or before the applicable Expiration Time, promptly after acceptance of such Notes for purchase, which will occur promptly following such Expiration Time.

A copy of the press release is furnished herewith as Exhibit 99.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

4.1 Supplemental Indenture, dated as of July 8, 2011, by and among WMG Acquisition Corp., the subsidiary guarantors party thereto, and Wells Fargo Bank, National Association, as Trustee.

4.2 Supplemental Indenture, dated as of July 11, 2011, by and among WMG Holdings Corp., Warner Music Group Corp., as guarantor, and Wells Fargo Bank, National Association, as trustee.

99.1 Press release, dated July 11, 2011.

SIGNATURES

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

WARNER MUSIC GROUP CORP.

BY: /s/ Paul Robinson
Paul Robinson
EVP and General Counsel

Date: July 11, 2011

WMG ACQUISITION CORP.

BY: /s/ Paul Robinson
Paul Robinson
EVP and General Counsel

Date: July 11, 2011

EXHIBIT INDEX

Exhibit No.	Exhibit
4.1	Supplemental Indenture, dated as of July 8, 2011, by and among WMG Acquisition Corp., the subsidiary guarantors party thereto, and Wells Fargo Bank, National Association, as Trustee.
4.2	Supplemental Indenture, dated as of July 11, 2011, by and among WMG Holdings Corp., Warner Music Group Corp., as guarantor, and Wells Fargo Bank, National Association, as trustee.
99.1	Press Release, dated July 11, 2011.

Exhibit 4.1

Execution Copy

WMG ACQUISITION CORP.,
as the Issuer,

the Guarantors named herein
and

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

THIRTEENTH SUPPLEMENTAL INDENTURE

Dated as of July 8, 2011

TO

INDENTURE

Dated as of April 8, 2004

as amended

U.S. Dollar-denominated 7 3/8% Senior Subordinated Notes due 2014

Sterling-denominated 8 1/8% Senior Subordinated Notes due 2014

THIRTEENTH SUPPLEMENTAL INDENTURE (this "Thirteenth Supplemental Indenture"), dated as of July 8, 2011, among WMG Acquisition Corp., a Delaware corporation (the "Company"), the guarantors listed on the signature page hereto (the "Guarantors") and Wells Fargo Bank, National Association, a national banking association, as trustee under the Indenture referred to below (the "Trustee").

W I T N E S S E T H

WHEREAS, the Company, the guarantors parties thereto and the Trustee entered into an Indenture dated as of April 8, 2004, as amended by the First Supplemental Indenture, dated as of November 16, 2004 among the Company, the Trustee, WEA Urban LLC and WEA Rock LLC (since renamed Asylum Records LLC and East West Records LLC, respectively), as further amended by the Second Supplemental Indenture, dated as of May 17, 2005, among the Company, the Trustee, NonZero, LLC (since renamed Cordless Recordings LLC) and The Biz LLC, as further amended by the Third Supplemental Indenture, dated as of September 28, 2005, among the Company, the Trustee and Lava Records LLC, as further amended by the Fourth Supplemental Indenture, dated as of October 26, 2005, among the Company, the Trustee and BB Investments LLC, as further amended by the Fifth Supplemental Indenture, dated as of November 29, 2005, among the Company, the Trustee and Perfect Game Recording Company LLC, as further amended by the Sixth Supplemental Indenture, dated as of June 30, 2006, among the Company, the Trustee, En Acquisition Corp., Rep Sales, Inc., Restless Acquisition Corp., Ryko Corporation, Rykodisc, Inc., Rykomusic, Inc., Warner Music Austria Beteiligungsmanagement GmbH, Warner Music Austria Holding GmbH, Warner Music Canada Asset Holdings LLC and Warner Music Investments Luxembourg S.a.r.l., as further amended by the Seventh Supplemental Indenture, dated as of September 29, 2006, among the Company, the Trustee, Alternative Distribution Alliance, Maverick Recording Company and Maverick Partner Inc., as further amended by the Eighth Supplemental Indenture, dated as of November 29, 2006, among the Company, the Trustee, Atlantic Productions LLC and FBR Investments LLC, as further amended by the Ninth Supplemental Indenture, dated as of August 3, 2007, among the Company, the Trustee, Atlantic Mobile LLC, Atlantic Scream LLC, Bulldog Entertainment Group LLC, Bulldog Island Events LLC, Griffen Corp. and Non-stop Music Holdings Inc., as further amended by the Tenth Supplemental Indenture, dated as of November 28, 2007, among the Company, the Trustee, Non-Stop Music Publishing, LLC, Non-Stop Productions, LLC, Non-Stop Music Library, LLC, Non-Stop International Publishing, LLC, Non-Stop Outrageous Publishing, LLC and Non-Stop Cataclysmic Music, LLC, as further amended by the Eleventh Supplemental Indenture, dated as of February 5, 2008, among the Company, the Trustee, Rhino Name & Likeness Holdings, LLC, Rhino/FSE Holdings, LLC and Network Licensing Collection LLC and as further amended by the Twelfth Supplemental Indenture, dated as of February 2, 2009, among the Company, the Trustee, Non-Stop Holdings, Inc. and Fueled by Ramen LLC (collectively, the "Indenture"), for the benefit of each other and for the equal and ratable benefit of the Holders of the U.S. Dollar-denominated 7 3/8% Senior Subordinated Notes due 2014 and the Sterling-denominated 8 1/8% Senior Subordinated Notes due 2014 (collectively, the "Notes"). Capitalized terms used herein without definition have the meanings ascribed to such terms in the Indenture;

WHEREAS, Warner Music Group Corp., a Delaware corporation and the ultimate parent of the Company ("Parent") has entered into the Agreement and Plan of Merger, dated May 6, 2011, by and among Parent, Airplanes Music LLC, a Delaware limited liability company (the "Acquiror") and Airplanes Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of the Acquiror ("Merger Sub"), as amended from time to time (the "Merger Agreement") pursuant to which and on the conditions set forth therein, Merger Sub will be merged with and into Parent with Parent continuing as the surviving corporation and becoming a wholly-owned subsidiary of the Acquiror;

WHEREAS, Section 9.02 of the Indenture provides that, subject to certain exceptions inapplicable hereto, the Company, the Guarantors and the Trustee may amend or supplement the Indenture and the Notes with the consent of the Holders of at least a majority in principal amount of the Notes then outstanding (the "Requisite Consents");

WHEREAS, the Company has distributed an Offer to Purchase and Consent Solicitation Statement, dated June 27, 2011 (the "Statement"), and accompanying Consent and Letter of Transmittal, dated June 27, 2011 (the "Letter of Transmittal"), to the Holders of the Notes in connection with its solicitation of consents (the "Consent

Solicitation") to the proposed amendments, as further described in the Statement (the "Proposed Amendments"), that provide for the elimination or amendment of certain covenants and related provisions in the Indenture, such consents to be obtained in connection with a tender offer for the Notes (the "Tender Offer");

WHEREAS, the Holders of a majority of the aggregate principal amount of the Notes outstanding, calculated in accordance with Section 2.19 of the Indenture, not owned by the Company or any of its affiliates have consented to the Proposed Amendments;

WHEREAS, the Company and each Guarantor desires to amend the Indenture, as set forth in Article I hereof;

WHEREAS, the amendments to the Indenture set forth in Article I below will not adversely affect the rights of any holder of Senior Debt or otherwise conflict with Section 9.03 of the Indenture;

WHEREAS, the execution and delivery of this Supplemental Indenture have been duly authorized by the Company and each Guarantor and all conditions and requirements necessary to make this instrument a valid and binding agreement have been duly performed and complied with.

NOW, THEREFORE, in consideration of the above premises, and for the purpose of memorializing the amendments to the Indenture consented to by the Holders, each party agrees, for the benefit of the others and for the equal and ratable benefit of the Holders of the Notes, as follows:

ARTICLE I

AMENDMENT OF INDENTURE

Section 1.1 Amendment.

(a) Section 4.03 (Corporate Existence) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(b) Section 4.04 (Payment of Taxes and Other Claims) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(c) Section 4.05 (Maintenance of Properties and Insurance) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(d) Section 4.06 (Compliance Certificate; Notice of Default) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(e) Section 4.08 (Waiver of Stay, Extension or Usury Laws) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(f) Section 4.09 (Change of Control) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(g) Section 4.10 (Incurrence of Indebtedness and Issuance of Preferred Stock) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(h) Section 4.11 (Restricted Payments) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(i) Section 4.12 (Liens) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(j) Section 4.13 (Asset Sales) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(k) Section 4.14 (Transactions with Affiliates) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(l) Section 4.15 (Dividend and other Payment Restrictions Affecting Subsidiaries) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(m) Section 4.16 (Additional Subsidiary Guarantees) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(n) Section 4.17 (Reports to Holders) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(o) Section 4.18 (Limitation on Layering) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(p) Section 4.19 (Business Activities) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(q) Section 4.20 (Payments for Consent) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(r) Section 5.01 (Merger, Consolidation, or Sale of Assets) of the Indenture is amended and restated in its entirety to read as follows:

"(a) The Issuer may not, directly or indirectly: (1) consolidate or merge with or into another Person (whether or not the Issuer is the surviving corporation); or (2) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Issuer and its Subsidiaries taken as a whole, in one or more related transactions, to another Person, unless:

(1) either: (a) the Issuer is the surviving corporation; or (b) the Person formed by or surviving any such consolidation or merger (if other than the Issuer) or to which such sale, assignment, transfer, conveyance or other disposition has been made is a corporation organized or existing under the laws of the United States, any state of the United States, the District of Columbia or any territory thereof (the Issuer or such Person, as the case may be, being herein called the "**Successor Company**"); and

(2) the Successor Company (if other than the Issuer) or the Person to which such sale, assignment, transfer, conveyance or other disposition has been made assumes all the obligations of the Issuer under the Securities and this Indenture."

(s) Section 6.01 (Events of Default) of the Indenture is amended and restated in its entirety to read as follows:

"Each of the following is an **"Event of Default"**:

(1) the Issuer defaults in payment when due and payable, upon redemption, acceleration or otherwise, of principal of, or premium, if any, on the Securities, whether or not prohibited by Article Ten; or

(2) the Issuer defaults in the payment when due of interest or Additional Interest, if any, on or with respect to the Securities and such default continues for a period of 30 days, whether or not prohibited by Article Ten."

(t) Section 8.01 (Termination of the Issuer's Obligations) of the Indenture is amended and restated in its entirety to read as follows:

"The Issuer may terminate its obligations under the Securities and this Indenture, except those obligations referred to in the penultimate paragraph of this Section 8.01, if all Securities previously authenticated and delivered (other than destroyed, lost or stolen Securities which have been replaced or paid or Securities for whose payment U.S. Legal Tender or U.K. Legal Tender, as applicable, or U.S. Government Securities or U.K. Government Securities, as applicable, or a combination thereof, in such amount as is sufficient without consideration of reinvestment of such interest, to pay principal of, premium, if any, and interest on the outstanding Securities to maturity or redemption, has theretofore been deposited with the Trustee or the Paying Agent in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer, as provided in Section 8.05) have been delivered to the Trustee for cancellation and the Issuer has paid all sums payable by it hereunder, or if:

(a) either (i) pursuant to Article Three, the Issuer shall have given notice to the Trustee and mailed a notice of redemption to each Holder of the redemption of all of the Securities in accordance with the provisions hereof or (ii) all Securities have otherwise become or will become due and payable by reason of the mailing of a notice of redemption or otherwise within one (1) year hereunder;

(b) the Issuer shall have irrevocably deposited or caused to be deposited with the Trustee or a trustee satisfactory to the Trustee, under the terms of an irrevocable trust agreement in form and substance satisfactory to the Trustee, as trust funds in trust solely for the benefit of the Holders of that

purpose, U.S. Legal Tender or U.K. Legal Tender, as applicable, or U.S. Government Securities or U.K. Government Securities, as applicable, or a combination thereof, in such amount as is sufficient without consideration of reinvestment of such interest, to pay principal of, premium, if any, and interest on the outstanding Securities to maturity or redemption; provided that the Trustee shall have been irrevocably instructed to apply such U.S. Legal Tender or U.K. Legal Tender, as applicable, or U.S. Government Securities or U.K. Government Securities, as applicable, or a combination thereof; to the payment of said principal, premium, if any, and interest with respect to the Securities; and provided, further, that from and after the time of deposit, the U.S. Legal Tender or U.K. Legal Tender, as applicable, or U.S. Government Securities or U.K. Government Securities, as applicable, or combination thereof; deposited shall not be subject to the rights of holders of Senior Debt pursuant to the provisions of Article Ten;

(c) [Intentionally omitted]

(d) the Issuer shall have paid all other sums payable by it hereunder; and

(e) the Issuer shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent providing for or relating to the termination of the Issuer's obligations under the Securities and this Indenture have been complied with.

Subject to the next sentence and notwithstanding the foregoing paragraph, the Issuer's obligations in Sections 2.06, 2.07, 2.08, 2.09, 4.01, 4.02, 7.07, 8.05 and 8.06 shall survive until the Securities are no longer outstanding pursuant to the last paragraph of Section 2.08. After the Securities are no longer outstanding, the Issuer's obligations in Sections 7.07, 8.05 and 8.06 shall survive.

After such delivery or irrevocable deposit, the Trustee upon request shall acknowledge in writing the discharge of the Issuer's obligations under the Securities and this written Indenture except for those surviving obligations specified above."

(u) Any definitions used exclusively in the provisions of the Indenture that are deleted pursuant to paragraphs (a) – (t) of this Article I, and any definitions used exclusively within such definition, are hereby deleted in their entirety from the Indenture.

ARTICLE II

MISCELLANEOUS PROVISIONS

Section 2.1 Effect of Supplemental Indenture.

From and after the Amendment Operative Time (as defined below), the Indenture shall be amended and supplemented in accordance herewith. Each reference in the Indenture to "this Indenture," "hereunder," "hereof," or "herein" shall mean and be a reference to the Indenture as amended and supplemented by this Thirteenth Supplemental Indenture unless the context otherwise requires. The Indenture as amended and supplemented by this Thirteenth Supplemental Indenture shall be read, taken and construed as one and the same instrument, and every Holder of the Notes heretofore or hereafter authenticated and delivered under the Indenture as supplemented by this Thirteenth Supplemental Indenture shall be bound thereby.

Section 2.2 Effectiveness.

This Thirteenth Supplemental Indenture shall become effective and binding on the Company, the Guarantors, the Trustee and every Holder of the Notes heretofore or hereafter authenticated and delivered under the Indenture, upon the date on which the Trustee receives an Officers' Certificate certifying that the Holders of the requisite principal amount of Notes have consented (and not theretofore revoked such consent) to the Proposed Amendments; provided, however, that the Proposed Amendments shall become operative only upon the acceptance for purchase by the Company (the "Amendment Operative Time") of the Notes validly tendered (and not validly withdrawn) pursuant to the Tender Offer prior to 5:00 p.m. on July 11, 2011.

Section 2.3 Indenture Remains in Full Force and Effect.

Except as supplemented and amended hereby, all provisions in the Indenture shall remain in full force and effect.

Section 2.4 Confirmation of Indenture.

The Indenture, as supplemented and amended by this Thirteenth Supplemental Indenture, is in all respects confirmed and ratified.

Section 2.5 Conflict with Trust Indenture Act.

If any provision of this Thirteenth Supplemental Indenture limits, qualifies or conflicts with another provision hereof or of the Indenture which is required or deemed to be included in this Thirteenth Supplemental Indenture or the Indenture by any of the provisions of the Trust Indenture Act of 1939, such required provision shall control.

Section 2.6 Severability.

In case any one or more of the provisions in this Thirteenth Supplemental Indenture shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 2.7 Successors.

All agreements of the Company and the Guarantors in this Thirteenth Supplemental Indenture shall bind its successors. All agreements of the Trustee in this Thirteenth Supplemental Indenture shall bind its successor.

Section 2.8 Certain Duties and Responsibilities of the Trustee.

In entering into this Thirteenth Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee, whether or not elsewhere herein so provided. The Trustee, for itself and its successor or successors, accepts the terms of the Indenture as amended by this Thirteenth Supplemental Indenture, and agrees to perform the same, but only upon the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, which terms and provisions shall in like manner define and limit its liabilities and responsibilities in the performance of the trust created by the Indenture. The Trustee makes no representations as to the validity or sufficiency of this Thirteenth Supplemental Indenture other than as to the validity of its execution and delivery by the Trustee.

Section 2.9 Governing Law.

This Thirteenth Supplemental Indenture will be governed by and construed in accordance with the laws of the State of New York.

Section 2.10 Duplicate Originals.

All parties may sign any number of copies of this Thirteenth Supplemental Indenture. Each signed copy or counterpart shall be an original, but all of them together shall represent the same agreement.

Section 2.11 Effect of Headings.

The Section headings herein are for convenience only and shall not affect the construction hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Thirteenth Supplemental Indenture to be duly executed, all as of the date first written.

WMG ACQUISITION CORP.

By: /s/ Paul Robinson
Name: Paul Robinson
Title: EVP & General Counsel

GUARANTORS:

A. P. SCHMIDT CO.
ALTERNATIVE DISTRIBUTION ALLIANCE
ASYLUM RECORDS LLC
ATLANTIC/143 L.L.C.
ATLANTIC MOBILE LLC
ATLANTIC/MR VENTURES INC.
ATLANTIC PRODUCTIONS, LLC
ATLANTIC RECORDING CORPORATION
ATLANTIC SCREAM LLC
BB INVESTMENTS LLC
BERNA MUSIC, INC.
BIG BEAT RECORDS INC.
BULLDOG ENTERTAINMENT GROUP LLC
BULLDOG ISLAND EVENTS LLC
BUTE SOUND LLC
CAFE AMERICANA INC.
CHAPPELL & INTERSONG MUSIC GROUP (AUSTRALIA) LIMITED
CHAPPELL AND INTERSONG MUSIC GROUP (GERMANY) INC.
CHAPPELL MUSIC COMPANY, INC.
CHORUS, LLC
CORDLESS RECORDINGS LLC
COTA MUSIC, INC.
COTILLION MUSIC, INC.
CRK MUSIC INC.
E/A MUSIC, INC.
EAST WEST RECORDS LLC
ELEKSYLUM MUSIC, INC.
ELEKTRA/CHAMELEON VENTURES INC.
ELEKTRA ENTERTAINMENT GROUP INC.
ELEKTRA GROUP VENTURES INC.
EN ACQUISITION CORP.
FBR INVESTMENTS LLC
FHK, INC.
FIDDLEBACK MUSIC PUBLISHING COMPANY, INC.
FOSTER FREES MUSIC, INC.
FOZ MAN MUSIC LLC
FUELED BY RAMEN LLC
INSIDE JOB, INC.
INSOUND ACQUISITION INC.

INTERSONG U.S.A., INC.
JADAR MUSIC CORP.
LAVA RECORDS LLC
LAVA TRADEMARK HOLDING COMPANY LLC
LEM AMERICA, INC.
LONDON-SIRE RECORDS INC.
MADE OF STONE LLC
MAVERICK PARTNER INC.
MAVERICK RECORDING COMPANY
MCGUFFIN MUSIC INC.
MIXED BAG MUSIC, INC.
MM INVESTMENT INC.
NC HUNGARY HOLDINGS INC.
NEW CHAPPELL INC.
NONESUCH RECORDS INC.
NON-STOP CATACLYSMIC MUSIC, LLC
NON-STOP INTERNATIONAL PUBLISHING, LLC
NON-STOP MUSIC HOLDINGS, INC.
NON-STOP MUSIC LIBRARY, L.C.
NON-STOP MUSIC PUBLISHING, LLC
NON-STOP OUTRAGEOUS PUBLISHING, LLC
NON-STOP PRODUCTIONS, LLC
NVC INTERNATIONAL INC.
OCTA MUSIC, INC.
PENALTY RECORDS, L.L.C.
PEPAMAR MUSIC CORP.
PERFECT GAME RECORDING COMPANY LLC
REP SALES, INC.
RESTLESS ACQUISITION CORP.
REVELATION MUSIC PUBLISHING CORPORATION
RHINO ENTERTAINMENT COMPANY
RHINO/FSE HOLDINGS, LLC
RHINO NAME & LIKENESS HOLDINGS, LLC
RICK'S MUSIC INC.
RIGHTSONG MUSIC INC.
RODRA MUSIC, INC.
RYKO CORPORATION
RYKODISC, INC.
RYKOMUSIC, INC.
SEA CHIME MUSIC, INC.
SR/MDM VENTURE INC.
SUPER HYPE PUBLISHING, INC.
T-BOY MUSIC, L.L.C.
T-GIRL MUSIC, L.L.C.
THE BIZ LLC
THE RHYTHM METHOD INC.
TOMMY BOY MUSIC, INC.
TOMMY VALANDO PUBLISHING GROUP, INC.
TW MUSIC HOLDINGS INC.
UNICHAPPELL MUSIC INC.
UPPED.COM LLC
WALDEN MUSIC INC.
WARNER ALLIANCE MUSIC INC.
WARNER BRETHREN INC.
WARNER BROS. MUSIC INTERNATIONAL INC.
WARNER BROS. RECORDS INC.

WARNER/CHAPPELL MUSIC, INC.
WARNER/CHAPPELL MUSIC (SERVICES), INC.
WARNER/CHAPPELL PRODUCTION MUSIC, INC.
WARNER CUSTOM MUSIC CORP.
WARNER DOMAIN MUSIC INC.
WARNER-ELEKTRA-ATLANTIC CORPORATION
WARNER MUSIC DISCOVERY INC.
WARNER MUSIC DISTRIBUTION LLC
WARNER MUSIC INC.
WARNER MUSIC LATINA INC.
WARNER MUSIC SP INC.
WARNER SOJOURNER MUSIC INC.
WARNERSONGS, INC.
WARNER SPECIAL PRODUCTS INC.
WARNER STRATEGIC MARKETING INC.
WARNER-TAMERLANE PUBLISHING CORP.
WARPRISE MUSIC INC.
WB GOLD MUSIC CORP.
WB MUSIC CORP.
WBM/HOUSE OF GOLD MUSIC, INC.
W.B.M. MUSIC CORP.
WBR MANAGEMENT SERVICES INC.
WBR/QRI VENTURE, INC.
WBR/RUFFNATION VENTURES, INC.
WBR/SIRE VENTURES INC.
WEA EUROPE INC.
WEA INC.
WEA INTERNATIONAL INC.
WEA MANAGEMENT SERVICES INC.
WIDE MUSIC, INC.
WMG MANAGEMENT SERVICES INC.
WMG TRADEMARK HOLDING COMPANY LLC

By /s/ Paul Robinson
Authorized Signatory

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

By /s/ Raymond Delli Colli
Name: Raymond Delli Colli
Title: Vice President

Exhibit 4.2

Execution Version

WMG HOLDINGS CORP.,
as the Issuer,

WARNER MUSIC GROUP CORP.,
as Guarantor

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

FIRST SUPPLEMENTAL INDENTURE

Dated as of July 11, 2011

TO

INDENTURE

Dated as of December 23, 2004

as amended

9.5% Senior Discount Notes due 2014

FIRST SUPPLEMENTAL INDENTURE (this "First Supplemental Indenture"), dated as of July 11, 2011, among WMG Holdings Corp., a Delaware corporation (the "Company"), Warner Music Group Corp., a Delaware corporation and the ultimate parent of the company ("Warner"), as guarantor and Wells Fargo Bank, National Association, a national banking association, as trustee under the Indenture referred to below (the "Trustee").

W I T N E S S E T H

WHEREAS, the Company, and the Trustee entered into an Indenture, dated as of December 23, 2004, for the benefit of each other and for the equal and ratable benefit of the Holders of the 9.5% Senior Discount Notes due 2014 (the "Notes"). Capitalized terms used herein without definition have the meanings ascribed to such terms in the Indenture;

WHEREAS, Warner has previously provided a guarantee of the obligations of the Company as issuer with respect to the Notes.

WHEREAS, Warner has entered into the Agreement and Plan of Merger, dated May 6, 2011, by and among Warner, Airplanes Music LLC, a Delaware limited liability company (the "Acquiror") and Airplanes Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of the Acquiror ("Merger Sub"), as amended from time to time (the "Merger Agreement") pursuant to which and on the conditions set forth therein, Merger Sub will be merged with and into Warner with Warner continuing as the surviving corporation and becoming a wholly-owned subsidiary of the Acquiror;

WHEREAS, Section 9.02 of the Indenture provides that, subject to certain exceptions inapplicable hereto, the Company, Warner and the Trustee may amend or supplement the Indenture and the Notes with the consent of the Holders of at least a majority in principal amount of the Notes then outstanding (the "Requisite Consents");

WHEREAS, the Company has distributed an Offer to Purchase and Consent Solicitation Statement, dated June 27, 2011 (the "Statement"), and accompanying Consent and Letter of Transmittal, dated June 27, 2011 (the "Letter of Transmittal"), to the Holders of the Notes in connection with its solicitation of consents (the "Consent Solicitation") to the proposed amendments, as further described in the Statement (the "Proposed Amendments"), that provide for the elimination or amendment of certain covenants and related provisions in the Indenture, such consents to be obtained in connection with a tender offer for the Notes (the "Tender Offer");

WHEREAS, the Holders of a majority of the aggregate principal amount of the Notes outstanding, not owned by the Company or any of its affiliates have consented to the Proposed Amendments;

WHEREAS, the Company and Warner desire to amend the Indenture, as set forth in Article I hereof; and

WHEREAS, the execution and delivery of this Supplemental Indenture have been duly authorized by the Company and Warner and all conditions and requirements necessary to make this instrument a valid and binding agreement have been duly performed and complied with.

NOW, THEREFORE, in consideration of the above premises, and for the purpose of memorializing the amendments to the Indenture consented to by the Holders, each party agrees, for the benefit of the others and for the equal and ratable benefit of the Holders of the Notes, as follows:

ARTICLE 1

AMENDMENT OF INDENTURE

Section 1.1 Amendment.

(a) Section 4.03 (Corporate Existence) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(b) Section 4.04 (Payment of Taxes and Other Claims) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(c) Section 4.05 (Maintenance of Properties and Insurance) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(d) Section 4.06 (Compliance Certificate; Notice of Default) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(e) Section 4.08 (Waiver of Stay, Extension or Usury Laws) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(f) Section 4.09 (Change of Control) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(g) Section 4.10 (Incurrence of Indebtedness and Issuance of Preferred Stock) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(h) Section 4.11 (Restricted Payments) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(i) Section 4.12 (Liens) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(j) Section 4.13 (Asset Sales) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(k) Section 4.14 (Transactions with Affiliates) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(l) Section 4.15 (Dividend and other Payment Restrictions Affecting Subsidiaries) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(m) Section 4.16 (Guarantees) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(n) Section 4.17 (Reports to Holders) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(o) Section 4.18 (Business Activities) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(p) Section 4.19 (Payments for Consent) of the Indenture is amended and restated in its entirety to read as follows:

"[Intentionally omitted.]"

(q) Section 5.01 (Merger, Consolidation, or Sale of Assets) of the Indenture is amended and restated in its entirety to read as follows:

"(a) The Issuer may not, directly or indirectly: (1) consolidate or merge with or into another Person (whether or not the Issuer is the surviving corporation); or (2) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Issuer and its Subsidiaries taken as a whole, in one or more related transactions, to another Person, unless:

(1) either: (a) the Issuer is the surviving corporation; or (b) the Person formed by or surviving any such consolidation or merger (if other than the Issuer) or to which such sale, assignment, transfer, conveyance or other disposition has been made is a corporation organized or existing under the laws of the United States, any state of the United States, the District of Columbia or any territory thereof (the Issuer or such Person, as the case may be, being herein called the "**Successor Company**"); and

(2) the Successor Company (if other than the Issuer) or the Person to which such sale, assignment, transfer, conveyance or other disposition has been made assumes all the obligations of the Issuer under the Securities and this Indenture."

(r) Section 6.01 (Events of Default) of the Indenture is amended and restated in its entirety to read as follows:

"Each of the following is an "**Event of Default**":

(1) the Issuer defaults in payment when due and payable, upon redemption, acceleration or otherwise, of principal of, or premium, if any, on the Securities; or

(2) the Issuer defaults in the payment when due of interest or Additional Interest, if any, on or with respect to the Securities and such default continues for a period of 30 days."

(s) Section 8.01 (Termination of the Issuer's Obligations) of the Indenture is amended and restated in its entirety to read as follows:

"The Issuer may terminate its obligations under the Securities and this Indenture, except those obligations referred to in the penultimate paragraph of this Section 8.01, if all Securities previously authenticated and delivered (other than destroyed, lost or stolen Securities which have been replaced or paid or Securities for whose payment U.S. Legal Tender, or U.S. Government Securities or a combination thereof, in such amount as is sufficient without consideration of reinvestment of such interest, to pay principal of, premium, if any, and interest on such outstanding Securities to maturity or redemption, has theretofore been deposited with the Trustee or the Paying Agent in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer, as provided in Section 8.05) have been delivered to the Trustee for cancellation and the Issuer has paid all sums payable by it hereunder, or if:

(a) either (i) pursuant to Article Three, the Issuer shall have given notice to the Trustee and mailed a notice of redemption to each Holder of the redemption of all of such Securities in accordance with the provisions hereof or (ii) all such Securities have otherwise become or will become due and payable by reason of the mailing of a notice of redemption or otherwise within one (1) year hereunder;

(b) the Issuer shall have irrevocably deposited or caused to be deposited with the Trustee or a trustee satisfactory to the Trustee, under the terms of an irrevocable trust agreement in form and substance satisfactory to the Trustee, as trust funds in trust solely for the benefit of the Holders of that purpose, U.S. Legal Tender or U.S. Government Securities or a combination thereof, in such amount as is sufficient without consideration of reinvestment of such interest, to pay principal of, premium, if any, and interest on the outstanding Securities to maturity or redemption; *provided* that the Trustee shall have been irrevocably instructed to apply such U.S. Legal Tender or U.S. Government Securities or a combination thereof, to the payment of said principal, premium, if any, and interest with respect to such Securities;

(c) [Intentionally omitted]

(d) the Issuer shall have paid all other sums payable by it hereunder; and

(e) the Issuer shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent providing for or relating to the termination of the Issuer's obligations under such Securities and this Indenture have been complied with.

Subject to the next sentence and notwithstanding the foregoing paragraph, the Issuer's obligations in Sections 2.06, 2.07, 2.08, 2.09, 4.01, 4.02, 7.07, 8.05 and 8.06 shall survive until the applicable Securities are no longer outstanding pursuant to the last paragraph of Section 2.08. After the applicable Securities are no longer outstanding, the Issuer's obligations in Sections 7.07, 8.05 and 8.06 shall survive.

After such delivery or irrevocable deposit, the Trustee upon written request shall acknowledge in writing the discharge of the Issuer's obligations under the applicable Securities and this Indenture except for those surviving obligations specified above."

(t) Any definitions used exclusively in the provisions of the Indenture that are deleted pursuant to paragraphs (a) – (s) of this Article I, and any definitions used exclusively within such definition, are hereby deleted in their entirety from the Indenture.

ARTICLE 2

MISCELLANEOUS PROVISIONS

Section 2.1 Effect of Supplemental Indenture.

From and after the Amendment Operative Time (as defined below), the Indenture shall be amended and supplemented in accordance herewith. Each reference in the Indenture to "this Indenture," "hereunder," "hereof," or "herein" shall mean and be a reference to the Indenture as amended and supplemented by this First Supplemental Indenture unless the context otherwise requires. The Indenture as amended and supplemented by this First Supplemental Indenture shall be read, taken and construed as one and the same instrument, and every Holder of the Notes heretofore or hereafter authenticated and delivered under the Indenture as supplemented by this First Supplemental Indenture shall be bound thereby.

Section 2.2 Effectiveness.

This First Supplemental Indenture shall become effective and binding on the Company, Warner, the Trustee and every Holder of the Notes heretofore or hereafter authenticated and delivered under the Indenture, upon the date on which the Trustee receives an Officers' Certificate certifying that the Holders of the requisite principal amount of Notes have consented (and not theretofore revoked such consent) to the Proposed Amendments; provided, however, that the Proposed Amendments shall become operative only upon the acceptance for purchase by the Company (the "Amendment Operative Time") of the Notes validly tendered (and not validly withdrawn) pursuant to the Tender Offer prior to 5:00 p.m. on July 11, 2011.

Section 2.3 Indenture Remains in Full Force and Effect.

Except as supplemented and amended hereby, all provisions in the Indenture shall remain in full force and effect.

Section 2.4 Confirmation of Indenture.

The Indenture, as supplemented and amended by this First Supplemental Indenture, is in all respects confirmed and ratified.

Section 2.5 Conflict with Trust Indenture Act.

If any provision of this First Supplemental Indenture limits, qualifies or conflicts with another provision hereof or of the Indenture which is required or deemed to be included in this First Supplemental Indenture or the Indenture by any of the provisions of the Trust Indenture Act of 1939, such required provision shall control.

Section 2.6 Severability.

In case any one or more of the provisions in this First Supplemental Indenture shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 2.7 Successors.

All agreements of the Company and Warner in this First Supplemental Indenture shall bind its successors. All agreements of the Trustee in this First Supplemental Indenture shall bind its successor.

Section 2.8 Certain Duties and Responsibilities of the Trustee.

In entering into this First Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee, whether or not elsewhere herein so provided. The Trustee, for itself and its successor or successors, accepts the terms of the Indenture as amended by this First Supplemental Indenture, and agrees to perform the same, but only upon the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, which terms and provisions shall in like manner define and limit its liabilities and responsibilities in the performance of the trust created by the Indenture. The Trustee makes no representations as to the validity or sufficiency of this First Supplemental Indenture other than as to the validity of its execution and delivery by the Trustee.

Section 2.9 Governing Law.

This First Supplemental Indenture will be governed by and construed in accordance with the laws of the State of New York.

Section 2.10 Duplicate Originals.

All parties may sign any number of copies of this First Supplemental Indenture. Each signed copy or counterpart shall be an original, but all of them together shall represent the same agreement.

Section 2.11 Effect of Headings.

The Section headings herein are for convenience only and shall not affect the construction hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed, all as of the date first written.

WMG HOLDINGS CORP.

By: /s/ Paul Robinson
Name: Paul Robinson
Title: EVP & General Counsel

GUARANTORS:

WARNER MUSIC GROUP CORP.

By: /s/ Paul Robinson
Name: Paul Robinson
Title: EVP & General Counsel

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

By: /s/ Raymond Delli Colli
Name: Raymond Delli Colli
Title: Vice President

Exhibit 99.1

WMG ACQUISITION CORP. AND WMG HOLDINGS CORP. ANNOUNCE RECEIPT OF REQUISITE CONSENTS WITH RESPECT TO TENDER OFFERS AND CONSENT SOLICITATIONS

NEW YORK, NY, July 11, 2011 (MARKETWIRE via COMTEX) –

WMG Acquisition Corp. ("WMG Acquisition") and WMG Holdings Corp. ("WMG Holdings," and together with WMG Acquisition the "Companies" and each a "Company"), both wholly-owned subsidiaries of Warner Music Group Corp. (NYSE: WMG) ("Warner"), commenced tender offers on June 27, 2011 (the "Tender Offers" and each a "Tender Offer") and solicited consents (the "Consent Solicitations") with respect to the following outstanding notes listed in the table below, upon the terms and subject to the conditions set forth in the Offer to Purchase and Consent Solicitation Statement, dated June 27, 2011 (the "Offer to Purchase").

CUSIP / ISIN / Common Code Nos.	Outstanding Principal Amount	Issuer	Title of Security
934548AE8 and ISIN No. US934548AE86	$465,000,000	WMG Acquisition Corp.	7 3/8% Senior Subordinated Notes due 2014
XS0190115344 XS0213135998 XS0190115773 021313599 019011577 019011534	£100,000,000	WMG Acquisition Corp.	8 1/8% Senior Subordinated Notes due 2014
92930MAF0 US 92930MAF05	$257,927,000	WMG Holdings Corp.	9.5% Senior Discount Notes due 2014

The purpose of the Consent Solicitations is to (i) amend the indenture, dated as of April 8, 2004 (the "WMG Acquisition Indenture"), by and among WMG Acquisition, the subsidiary guarantors named therein and Wells Fargo Bank, National Association, as trustee (the "Trustee"), pursuant to which the 7 3/8% Dollar-denominated Senior Subordinated Notes due 2014 and 8 1/8% Sterling-denominated Senior Subordinated Notes due 2014 (the "Senior Subordinated Notes") were issued and (ii) amend the indenture, dated as of December 23, 2004 (the "WMG Holdings Indenture"), by and among WMG Holdings, Warner, as guarantor, and the Trustee, pursuant to which the 9.5% Senior Discount Notes due 2014 (the "Senior Discount Notes") were issued.

The Tender Offers and Consent Solicitations were made in connection with the Agreement and Plan of Merger, dated as of May 6, 2011 (the "Merger Agreement"), by and among Airplanes Music LLC, an affiliate of Access Industries, Inc. ("Access Industries"), Airplanes Merger Sub, Inc., a wholly-owned subsidiary of Airplanes Music LLC, and Warner, pursuant to which Airplanes Merger Sub, Inc. will be merged with and into Warner upon the terms and subject to the conditions set forth in the Merger Agreement (the "Merger").

As of 5:00 p.m., New York City time, on July 11, 2011, a majority of the outstanding aggregate principal amount of (i) the Dollar-denominated and Sterling-denominated Senior Subordinated Notes, taken together, in the case of the WMG Acquisition Indenture and (ii) the Senior Discount Notes, in the case of the WMG Holdings Indenture (with respect to an Indenture, the "Requisite Consents") were validly tendered and not validly withdrawn, and the related consents were validly delivered and not validly withdrawn. Upon receipt of the Requisite Consents, the applicable Company, the applicable guarantors and the Trustee executed a supplemental indenture to each indenture (the "Supplemental Indentures" and each a "Supplemental Indenture") to effect the proposed amendments to the applicable Indenture; as a result, tendered notes may no longer be withdrawn and related consents may no longer be revoked. On the terms and subject to the conditions of the Tender Offers and Consent Solicitations, the proposed amendments will become operative only upon the applicable Initial Acceptance Date for such tender offer (as defined in the Offer to Purchase), which will occur promptly following the satisfaction or waiver of the conditions to such tender offer, including the consummation of the Acquisition. The Supplemental Indentures shall bind all holders of the applicable series of notes and their transferees.

The Companies engaged Credit Suisse Securities (USA) LLC and UBS Securities LLC as dealer managers for the Tender Offers (the "Dealer Managers") and consent solicitation agents for the Consent Solicitations (the "Consent Solicitation Agents"). Questions and requests for assistance regarding the Tender Offers and Consent Solicitations should be directed to Credit Suisse Securities (USA) LLC at (212) 325-5912 (collect) or (800) 820-1653 (toll free) or UBS Securities LLC at (203) 719-4210 (collect) or (888) 719-4210 (toll free). Requests for documents may be directed to D.F. King & Co., Inc., which acted as the information agent (the "Information Agent") for the Tender Offers and Consent Solicitations, atat (800) 714-3312 (toll free) or (212) 269-5550 (collect), or D.F. King (Europe) Limited, at +44 20 7920 9700 (main) or via wmg@dfking.com.

This press release does not constitute a solicitation of consents of holders of the notes and shall not be deemed a solicitation of consents with respect to any other securities of the Companies. The Tender Offers and Consent Solicitations are made only pursuant to the Offer to Purchase and the accompanying letter of transmittal and consent form. None of WMG Acquisition, WMG Holdings, the Dealer Managers and Consent Solicitation Agents, the Information Agent and Depositary or any other person makes any recommendation as to whether holders of Notes should tender their Notes or provide the related Consents, and no one has been authorized to make such a recommendation.

About the Company

With its broad roster of new stars and legendary artists, Warner Music Group is home to a collection of some of the best-known record labels in the music industry including Asylum, Atlantic, Cordless, East West, Elektra, Nonesuch, Reprise, Rhino, Roadrunner, Rykodisc, Sire, Warner Bros. and Word. Warner Music International, a leading company in national and international repertoire, operates through numerous international affiliates and licensees in more than 50 countries. Warner Music Group also includes Warner/Chappell Music, one of the world's leading music publishers, with a catalog of more than one million copyrights worldwide.

This communication includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These forward-looking statements include statements regarding expectations as to the completion of the transactions contemplated by the Merger Agreement. The forward-looking statements contained herein involve risks and uncertainties that could cause actual results to differ materially from those referred to in the forward-looking statements. Such risks include, but are not limited to, the ability of the parties to the Merger Agreement to satisfy the conditions to closing specified in the Merger Agreement. More information about Warner Music Group and other risks related to Warner Music Group are detailed in Warner Music Group's most recent annual report on Form 10-K and its quarterly reports on Form 10-Q and current reports on Form 8-K as filed with the Securities and Exchange Commission. Warner Music Group does not undertake an obligation to update forward-looking statements.

In addition, the following factors, among others, could cause actual results to differ materially from those set forth in the forward-looking statements:

- *the risk that the Merger may not be completed on the expected timetable, or at all;*
- *litigation in respect of the transactions contemplated by the Merger Agreement;*
- *disruption from the transactions contemplated by the Merger Agreement making it more difficult to maintain certain strategic relationships;*
- *risks relating to recent or future ratings agency actions or downgrades as a result of the announcement of the transactions contemplated by the Merger Agreement;*

- *the impact of Warner Music Group's substantial leverage, including any increase associated with additional indebtedness to be incurred in connection with the transactions contemplated by the Merger Agreement, on Warner Music Group's ability to raise additional capital to fund its operations, on Warner Music Group's ability to react to changes in the economy or its industry and on its ability to meet its obligations under its indebtedness; and*
- *differences between Warner Music Group's currently expected pro forma capital structure following consummation of the transactions contemplated by the Merger Agreement and its actual capital structure following consummation of such transactions.*

Warner Music Group maintains an Internet site at www.wmg.com. Warner Music Group uses its website as a channel of distribution of material information related to Warner Music Group. Financial and other material information regarding Warner Music Group is routinely posted on and accessible at http://investors.wmg.com. In addition, you may automatically receive email alerts and other information about Warner Music Group by enrolling your email by visiting the "email alerts" section at http://investors.wmg.com. Warner Music Group's website and the information posted on it or connected to it shall not be deemed to be incorporated by reference into this communication.

Additional factors that may affect future results and conditions are described in Warner Music Group's filings with the SEC, which are available at the SEC's web site at www.sec.gov or at Warner Music Group's website at www.wmg.com.

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