

**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): June 30, 2006

Warner Music Group Corp.

(Exact name of Co-Registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-32502
(Commission File Number)

13-4271875
(IRS Employer
Identification No.)

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

10019
(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
(State or other jurisdiction
of incorporation)

333-121322
(Commission File Number)

68-0576630
(IRS Employer
Identification No.)

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

10019
(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 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.

Sixth Supplemental Indenture

On June 30, 2006, WMG Acquisition Corp. entered into a sixth supplemental indenture, dated as of June 30, 2006, to the Indenture dated April 8, 2004, as amended, among WMG Acquisition Corp., the additional subsidiary guarantors named therein and Wells Fargo Bank, National Association, as Trustee. Pursuant to this sixth supplemental indenture, the additional subsidiary guarantors, each a wholly owned subsidiary of WMG Acquisition Corp., which is a wholly owned subsidiary of Warner Music Group Corp., agreed to jointly and severally, unconditionally and irrevocably guarantee payment of WMG Acquisition Corp.'s U.S. Dollar denominated 7-3/8% Senior Subordinated Notes due 2014 and Sterling-denominated 8-1/8% Senior Subordinated Notes due 2014. A copy of the sixth supplemental indenture is attached to this current report on Form 8-K as Exhibit 10.1 and is incorporated herein by reference.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits. The following Exhibit is furnished as part of this Current Report on Form 8-K.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Sixth Supplemental Indenture, dated as of June 30, 2006, to the Indenture dated April 8, 2004 as amended, among WMG Acquisition Corp., the additional subsidiary guarantors party thereto and Wells Fargo Bank, National Association, as Trustee.

SIGNATURES

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

Warner Music Group Corp.

Date: June 30, 2006

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

WMG Acquisition Corp.

Date: June 30, 2006

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

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Sixth Supplemental Indenture, dated as of June 30, 2006, to the Indenture dated April 8, 2004 as amended, among WMG Acquisition Corp., the additional subsidiary guarantors party thereto and Wells Fargo Bank, National Association, as Trustee.

WMG ACQUISITION CORP.

Issuer

EN ACQUISITION CORP.

REP SALES, INC.

RESTLESS ACQUISITION CORP.

RYKO CORPORATION

RYKODISC, INC.

RYKOMUSIC, INC.

WARNER MUSIC AUSTRIA BETEILIGUNGS MANAGEMENT GmbH

WARNER MUSIC AUSTRIA HOLDING GmbH

WARNER MUSIC CANADA ASSET HOLDINGS LLC

WARNER MUSIC INVESTMENTS LUXEMBOURG S.a.r.l.

And

WELLS FARGO BANK, NATIONAL ASSOCIATION

Trustee

SIXTH SUPPLEMENTAL INDENTURE

Dated as of June 30, 2006

TO

INDENTURE

Dated as of April 8, 2004

as amended

U.S. Dollar-denominated 7³/₈% Senior Subordinated Notes due 2014

Sterling-denominated 8¹/₈% Senior Subordinated Notes due 2014

This SIXTH SUPPLEMENTAL INDENTURE is dated as of this 30th day June, 2006 (the "Sixth Supplemental Indenture"), among WMG ACQUISITION CORP., a Delaware corporation (the "Company"), 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, WARNER MUSIC INVESTMENTS LUXEMBOURG S.a.r.l. (each, a "Subsidiary Guarantor," and collectively, the "Subsidiary Guarantors") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as indenture trustee (the "Trustee").

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, and 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 (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 7³/₈% Senior Subordinated Notes due 2014 and the Sterling-denominated 8¹/₈% Senior Subordinated Notes due 2014 (the "Notes"). Capitalized terms used herein without definition have the meanings ascribed to such terms in the Indenture;

WHEREAS, Section 4.16 of the Indenture requires the Company to cause certain Restricted Subsidiaries to execute and deliver a supplemental indenture to the Indenture providing for issuance by such Restricted Subsidiary of a Subsidiary Guarantee of payment of the Notes;

WHEREAS, Section 9.01(6) of the Indenture provides that, without the consent of the Holders, the Company and the Trustee, together, may amend or supplement the Indenture, the Guarantees and the Notes without notice to or consent of any Holder to add a Guarantee of the Notes;

WHEREAS, the Company and the Subsidiary Guarantors desire and have requested the Trustee to join with it in the execution and delivery of this Sixth Supplemental Indenture;

NOW, THEREFORE, in consideration of the addition of the Subsidiary Guarantors named below as Subsidiary Guarantors hereunder, the Company and each of the Subsidiary Guarantors named below covenant and agree with the Trustee as follows:

1. Each of 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. shall become a Subsidiary Guarantor as of the date of this Sixth Supplemental Indenture by execution and delivery of this Sixth Supplemental Indenture.

2. The Indenture, as supplemented and amended by this Sixth Supplemental Indenture, is in all respects ratified and confirmed, and the Indenture and this Sixth Supplemental Indenture shall be read, taken and construed as one and the same instrument.

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

4. All covenants and agreements in this Sixth Supplemental Indenture by the Company and each of the Subsidiary Guarantors shall bind their respective successors and assigns, whether so expressed or not.

5. In case any provision in this Sixth Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

6. Nothing in this Sixth Supplemental Indenture, expressed or implied, shall give to any Person, other than the parties hereto and their successors hereunder, and the Holders any benefit or any legal or equitable right, remedy or claim under this Sixth Supplemental Indenture.

7. THIS SIXTH SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

8. This Sixth Supplemental Indenture shall comply with the Trust Indenture Act as then in effect.

9. The Sixth Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

10. In case any one or more of the provisions of this Six Supplemental Indenture or in the Notes 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.

11. The recitals contained herein shall be taken as statements of the Issuer and each of the Subsidiary Guarantors, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of the Indenture, this Sixth Supplemental Indenture or of the Notes and shall not be accountable for the use or application by the Company of the Notes or the proceeds thereof.

IN WITNESS WHEREOF, the parties have executed this Sixth Supplemental Indenture as of the date first written above.

WMG ACQUISITION CORP.

By: /s/ Paul Robinson
Name: Paul Robinson
Title: Senior Vice President and Deputy General Counsel

EN ACQUISITION CORP.

By: /s/ Paul Robinson
Name: Paul Robinson
Title: Vice President

REP SALES, INC.

By: /s/ Paul Robinson
Name: Paul Robinson
Title: Vice President

RESTLESS ACQUISITION CORP.

By: /s/ Paul Robinson
Name: Paul Robinson
Title: Vice President

RYKO CORPORATION

By: /s/ Paul Robinson
Name: Paul Robinson
Title: Vice President

RYKODISC, INC.

By: /s/ Paul Robinson

Name: Paul Robinson

Title: Vice President

RYKOMUSIC, INC.

By: /s/ Paul Robinson

Name: Paul Robinson

Title: Vice President

WARNER MUSIC AUSTRIA
BETEILIGUNGS MANAGEMENT GmbH

By: TW Music Holdings, its sole shareholder

By: /s/ Paul Robinson

Name: Paul Robinson

Title: Vice President

WARNER MUSIC AUSTRIA HOLDING GmbH

By: WARNER MUSIC AUSTRIA
BETEILIGUNGS MANAGEMENT GmbH, its sole
shareholder

By: /s/ Manfred Lappe

Name: Manfred Lappe

Title: Manager

WARNER MUSIC CANADA ASSET HOLDINGS LLC

By: WMG ACQUISITION CORP., its sole shareholder

By: /s/ Paul Robinson

Name: Paul Robinson

Title: Senior Vice President and Deputy General
Counsel

By: WMG ACQUISITION CORP., its sole shareholder

By: /s/ Paul Robinson

Name: Paul Robinson

Title: Senior Vice President and Deputy
General Counsel

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Indenture Trustee

By: /s/ Jeffery Rose

Name: Jeffery Rose

Title: Vice President