Exhibit UMPG-29B

YOUR RETURN MAILING ADDRESS
NAME: Liz Rolando c/o UMG
ADDRESS: 21301 Burbank Blvd
CITY: Woodland Hills STATE: CA ZIP CODE: 91367

2017 001440
FILED Jan 04 2017 EXPIRES Jan 04 2022
Dean C. Logan, Registrar – Recorder/County Clerk
Electronically signed by LILIA MURGUIA

FICTITIOUS BUSINESS NAME STATEMENT

TYPE OF FILING AND FILING FEE (Check one)

- ☑ Original- $26.00 (FOR ORIGINAL FILING WITH ONE BUSINESS NAME ON STATEMENT)
- ☐ New (Amended) Filing- $26.00 (CHANGES IN FACTS FROM ORIGINAL FILING- REQUIRES PUBLICATION)
- ☐ Refile- $26.00 (NO CHANGES IN THE FACTS FROM ORIGINAL FILING)

$5.00- FOR EACH ADDITIONAL BUSINESS NAME FILED ON SAME STATEMENT, DOING BUSINESS AT THE SAME LOCATION $5.00- FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

The following person(s) is (are) doing business as:

*1. Universal - PolyGram International Publishing
2. Universal - PolyGram International Tunes
Print Fictitious Business Name(s)

** 2100 Colorado Avenue
Street address of principal place of business

Mailing address if different

Santa Monica CA 90404 Los Angeles
City State Zip COUNTY

City State Zip

Articles of Incorporation or Organization Number (If applicable): AI #ON

*** REGISTERED OWNER(S):

1. PolyGram Publishing, Inc.
Full Name/Corp/LLC (P.O. Box not accepted)
2100 Colorado Avenue
Residence Address
Santa Monica CA 90404
City State Zip
Delaware
If Corporation or LLC – Print State of Incorporation/Organization

2.
Full Name/Corp/LLC (P.O. Box not accepted)
Residence Address
City State Zip
If Corporation or LLC – Print State of Incorporation/Organization

3.
Full Name/Corp/LLC (P.O. Box not accepted)
Residence Address
City State Zip
If Corporation or LLC – Print State of Incorporation/Organization

4.
Full Name/Corp/LLC (P.O. Box not accepted)
Residence Address
City State Zip
If Corporation or LLC – Print State of Incorporation/Organization

IF MORE THAN FOUR REGISTRANTS, ATTACH ADDITIONAL SHEET SHOWING OWNER INFORMATION

**** THIS BUSINESS IS CONDUCTED BY: (Check one)

☐ an Individual ☐ a General Partnership ☐ a Limited Partnership ☐ a Limited Liability Company
☐ an Unincorporated Association other than a Partnership ☑ a Corporation ☐ a Trust ☐ Copartners
☐ a Married Couple ☐ Joint Venture ☐ State or Local Registered Domestic Partners ☐ a Limited Liability Partnership

***** The date registrant commenced to transact business under the fictitious business name or names listed above on Upon filing/ N/A
(Insert N/A above if you haven't started to transact business)

I declare that all information in this statement is true and correct.
(A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions Code that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars ($1,000)).

REGISTRANT/CORP/LLC NAME (PRINT) PolyGram Publishing, Inc. TITLE Secretary

REGISTRANT SIGNATURE [signature] IF CORP OR LLC, PRINT NAME Sheryl L. Gold

If corporation, also print corporate title of officer. If LLC, also print title of officer or manager.

This statement was filed with the County Clerk of LOS ANGELES on the date indicated by the filed stamp in the upper right corner.

NOTICE – IN ACCORDANCE WITH SUBDIVISION (a) OF SECTION 17920, A FICTITIOUS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT, AS PROVIDED IN SUBDIVISION (b) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THE STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE ACCOR PIRATION. EFFECTIVE JANUARY 1, 2014, THE FICTICIOUS BUSINESS NAME STATEMENT MUST BE

THE FI UNDER *A000004320642* SE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER BUSINESS AND PROFESSIONS CODE).

DEAN C. LOGAN, LOS ANGELES COUNTY CLERK OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.

BY: L. MURGUIA, Deputy

2017 001440
FILED Jan 04 2017
EXPIRES Jan 04 2022

Dean C. Logan, Registrar-Recorder/County Clerk
Electronically signed by LIZA MURCUTIA

ADDITIONAL FICTITIOUS BUSINESS NAMES

Fictitious Business Name
Universal - Songs of PolyGram International
Fictitious Business Name
Fictitious Business Name
Fictitious Business Name
Fictitious Business Name
Fictitious Business Name
Fictitious Business Name
Fictitious Business Name
Fictitious Business Name
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Fictitious Business Name
Fictitious Business Name
Fictitious Business Name
Fictitious Business Name

This is a true and certified copy of the record
if it bears the seal, imprinted in purple ink,
of the Registrar-Recorder/County Clerk

JAN 04 2017

REGISTRAR-RECORDER/COUNTY CLERK
LOS ANGELES COUNTY, CALIFORNIA



YOUR RETURN MAILING ADDRESS
NAME: Liz Rolando c/o UMG
ADDRESS: 21301 Burbank Blvd
CITY: Woodland Hills STATE: CA ZIP CODE: 91367

2017 001440
FILED Jan 04 2017 EXPIRES Jan 04 2022
Dean C. Logan, Registrar – Recorder/County Clerk
Electronically signed by LITTA MURGUIA

FICTITIOUS BUSINESS NAME STATEMENT

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$5.00- FOR EACH ADDITIONAL BUSINESS NAME FILED ON SAME STATEMENT, DOING BUSINESS AT THE SAME LOCATION $5.00- FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

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*1. Universal - PolyGram International Publishing 2. Universal - PolyGram International Tunes
Print Fictitious Business Name(s)

** 2100 Colorado Avenue
Street address of principal place of business

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Santa Monica CA 90404 Los Angeles
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Santa Monica CA 90404
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If Corporation or LLC – Print State of Incorporation/Organization

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City State Zip
If Corporation or LLC – Print State of Incorporation/Organization

IF MORE THAN FOUR REGISTRANTS, ATTACH ADDITIONAL SHEET SHOWING OWNER INFORMATION

**** THIS BUSINESS IS CONDUCTED BY: (Check one)

☐ an Individual ☐ a General Partnership ☐ a Limited Partnership ☐ a Limited Liability Company
☐ an Unincorporated Association other than a Partnership ☒ a Corporation ☐ a Trust ☐ Copartners
☐ a Married Couple ☐ Joint Venture ☐ State or Local Registered Domestic Partners ☐ a Limited Liability Partnership

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(Insert N/A above if you haven't started to transact business)

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REGISTRANT/CORP/LLC NAME (PRINT) PolyGram Publishing, Inc. TITLE Secretary

REGISTRANT SIGNATURE IF CORP OR LLC, PRINT NAME Sheryl L. Gold

If corporation, also print corporate title of officer. If LLC, also print title of officer or manager.

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THE FILING OF THIS STATEMENT DOES NOT IN ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE).

A000004320642

I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.

DEAN C. LOGAN, LOS ANGELES COUNTY CLERK BY: L. MURGUIA, Deputy

2017 001440
FILED Jan 04 2017
EXPIRES Jan 04 2022

Dean C. Logan, Registrar-Recorder/County Clerk
Electronically signed by LIZA MURCUTIA

ADDITIONAL FICTITIOUS BUSINESS NAMES

Fictitious Business Name
Universal - Songs of PolyGram International
Fictitious Business Name
Fictitious Business Name
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Fictitious Business Name
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Fictitious Business Name

This is a true and certified copy of the record
if it bears the seal, imprinted in purple ink,
of the Registrar-Recorder/County Clerk

JAN 04 2017

REGISTRAR-RECORDER/COUNTY CLERK
LOS ANGELES COUNTY, CALIFORNIA



Copyright Office of the United States

THE LIBRARY OF CONGRESS

Certificate of Recordation

THIS IS TO CERTIFY THAT THE ATTACHED DOCUMENT WAS RECORDED IN THE COPYRIGHT OFFICE ON THE DATE AND IN THE PLACE SHOWN BELOW.

THIS CERTIFICATE IS ISSUED UNDER THE SEAL OF THE COPYRIGHT OFFICE.

DATE OF RECORDATION	
23Jul199	
VOLUME	PAGE
3438	963
VOLUME	PAGE

UNITED STATES COPYRIGHT OFFICE ★ THE LIBRARY OF CONGRESS ★

OFFICIAL SEAL

Marybeth Peters

Register of Copyrights and Associate Librarian for Copyright Services

Certificate of Recordation
C-762 March 1999—30,000

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "POLYGRAM INTERNATIONAL PUBLISHING, INC.", CHANGING ITS NAME FROM "POLYGRAM INTERNATIONAL PUBLISHING, INC." TO "UNIVERSAL - POLYGRAM INTERNATIONAL PUBLISHING, INC.", FILED IN THIS OFFICE ON THE FOURTH DAY OF JUNE, A.D. 1999, AT 12:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

V3438 D963 Page 1

Edward J. Freel, Secretary of State

AUTHENTICATION: 9786299

DATE: 06-04-99

2178206 8100

991224843

Case 5:24-cv-03811-EKL Document 85-14 Filed 09/27/24 Page 10 of 50
PageID #: 108457

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
POLYGRAM INTERNATIONAL PUBLISHING, INC.

POLYGRAM INTERNATIONAL PUBLISHING, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

> RESOLVED, that the Certificate of Incorporation of POLYGRAM INTERNATIONAL PUBLISHING, INC. be amended by changing Article FIRST thereof so that, as amended, said Article shall be and read as follows:
>
> > "FIRST: The name of the corporation is UNIVERSAL - POLYGRAM INTERNATIONAL PUBLISHING, INC."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Laws of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said POLYGRAM INTERNATIONAL PUBLISHING, INC. has caused this certificate to be signed by Sharon S. Garcia, its Secretary, this June 2, 1999.

POLYGRAM INTERNATIONAL PUBLISHING, INC.

Sharon S. Garcia
Secretary

348037

V3438 D963 Page 2

State of Delaware

Office of the Secretary of State

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A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Edward J. Freel, Secretary of State

2178206 8100

991224843

AUTHENTICATION: 9786298

DATE: 06-04-99

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
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POLYGRAM INTERNATIONAL PUBLISHING, INC.

Sharon S. Garcia
Secretary

348037

ASCAP

PAULA KATZ
Director of Legal Affairs
Counsel, Estates and Claims

September 21, 1999

Ms. Lisa Lippman
Copyright Manager
MCA Music Publishing
2440 Sepulveda Boulevard
Suite 100
Los Angeles, CA 90064-1712

Re: UNIVERSAL – UNICITY MUSIC, INC.
UNIVERSAL MUSIC CORPORATION
UNIVERSAL ON BACKSTREET MUSIC, INC.
UNIVERSAL – POLYGRAM INTERNATIONAL PUBLISHING, INC.

Dear Ms. Lippman:

The Estates and Claims Department has received the signed documents relating to the above publishers. The documents have been executed, and the Society's records are now complete.

Enclosed are copies of the Membership Agreements for your records.

Thank you for your courtesy and cooperation in this matter.

Sincerely,

Paula Katz

PK:lc
encl.

Best regards
P

CONFIDENTIAL

ASCAP

Membership Agreement

SEP 1 0 1999

AGREEMENT BETWEEN

UNIVERSAL - POLYGRAM INTERNATIONAL
PUBLISHING, INC.

AND
AMERICAN SOCIETY OF COMPOSERS, AUTHORS & PUBLISHERS

ONE LINCOLN PLAZA NEW YORK, NY 10023
PHONE (212) 621-6000

ASCAP Membership Agreement

Agreement made between the Undersigned (for brevity called "*Owner*") and the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (for brevity called "*Society*"), in consideration of the premises and of the mutual covenants hereinafter contained, as follows:

1. The *Owner* grants to the *Society* for the term hereof, the right to license non-dramatic public performances (as hereinafter defined), of each musical work:

Of which the *Owner* is a copyright proprietor; or

Which the *Owner*, alone, or jointly, or in collaboration with others, wrote, composed, published, acquired or owned; or

In which the *Owner* now has any right, title, interest or control whatsoever, in whole or in part; or

Which hereafter, during the term hereof, may be written, composed, acquired, owned, published or copyrighted by the *Owner*, alone, jointly or in collaboration with others; or

In which the *Owner* may hereafter, during the term hereof, have any right, title, interest or control, whatsoever, in whole or in part.

The right to license the public performance of every such musical work shall be deemed granted to the *Society* by this instrument for the term hereof, immediately upon the work being written, composed, acquired, owned, published or copyrighted.

The rights hereby granted shall include:

(a) All the rights and remedies for enforcing the copyright or copyrights of such musical works, whether such copyrights are in the name of the *Owner* and/or others, as well as the right to sue under such copyrights in the name of the *Society* and/or in the name of the *Owner* and/or others, to the end that the *Society* may effectively protect and be assured of all the rights hereby granted.

(b) The non-exclusive right of public performance of the separate numbers, songs, fragments or arrangements, melodies or selections forming part or parts of musical plays and dramatico-musical compositions, the *Owner* reserving and excepting from this grant the right of performance of musical plays and dramatico-musical compositions in their entirety, or any part of such plays or dramatico-musical compositions on the legitimate stage.

(c) The non-exclusive right of public performance by means of radio broadcasting, telephony, "wired wireless," all forms of synchronism with motion pictures, and/or any method of transmitting sound other than television broadcasting.

(d) The non-exclusive right of public performance by television broadcasting; provided, however, that:

(i) This grant does not extend to or include the right to license the public performance by television broadcasting or otherwise of any rendition or performance of (a) any opera, operetta, musical comedy, play or like production, as such, in whole or in part, or (b) any composition from any opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form) in a manner which recreates the performance of such composition with substantially such distinctive scenery or costume as was used in the presentation of such opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form): provided, however, that the rights hereby granted shall be deemed to include a grant of the right to license non-dramatic performances of compositions by television broadcasting of a motion picture containing such composition if the rights in such motion picture other than those granted hereby have been obtained from the parties in interest.

(ii) Nothing herein contained shall be deemed to grant the right to license the public performance by television broadcasting of dramatic performances. Any performance of a separate musical composition which is not a dramatic performance, as defined herein, shall be deemed to be a non-dramatic performance. For the purposes of this agreement, a dramatic performance shall mean a performance of a musical composition on a television program in which there is a definite plot depicted by action and where the performance of the musical composition is woven into and carries forward the plot and its accompanying action. The use of dialogue to establish a mere program format or the use of any non-dramatic device merely to introduce a performance of a composition shall not be deemed to make such performances dramatic.

(iii) The definition of the terms "dramatic" and "non-dramatic" performances contained herein are purely for the purposes of this agreement and for the term thereof and shall not be binding upon or prejudicial to any position taken by either of us subsequent to the term hereof or for any purpose other than this agreement.

(e) The *Owner* may at any time and from time to time, in good faith, restrict the radio or television broadcasting of compositions from musical comedies, operas, operettas and motion pictures, or any other composition being excessively broadcast, only for the purpose of preventing harmful effect upon such musical comedies, operas, operettas, motion pictures or compositions, in respect of other interest under the copyrights thereof; provided, however, that the right to grant limited licenses will be given, upon application, as to restricted compositions, if and when the *Owner* is unable to show reasonable hazards to his or its major interests likely to result from such radio or television broadcasting; and provided further that such right to restrict any such composition shall not be exercised for the purpose of permitting the fixing or regulating of fees for the recording or transcribing of such composition, and provided further that in no case shall any charges, "free plugs," or other consideration be required in respect of any permission granted to perform a restricted composition; and provided further that in no event shall any composition, after the initial radio or television broadcast thereof, be restricted for the purpose of confining further radio or television broadcasts thereof to a particular artist, station, network or program. The *Owner* may also at anytime and from time to time, in good faith, restrict the radio or television broadcasting of any composition, as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in the repertory of *Society* or on a claim by a non-member of *Society* that *Society* does not have the right to license the public performance of such composition by radio or television broadcasting.

2. The term of this *Agreement* shall be for a period commencing on the date hereof and continuing indefinitely thereafter unless terminated by either party in accordance with the Articles of Association.

3. The *Society* agrees, during the term hereof, in good faith to use its best endeavors to promote and carry out the objects for which it was organized, and to hold and apply all royalties, profits, benefits and advantages arising from the exploitation of the rights assigned to it by its several members, including the *Owner*, to the uses and purposes as

provided in its Articles of Association (which are hereby incorporated by reference), as now in force or as hereafter amended.

4. The *Owner* hereby irrevocably, during the term hereof, authorizes, empowers and vests in the *Society* the right to enforce and protect such rights of public performance under any and all copyrights, whether standing in the name of the *Owner* and/or others, in any and all works copyrighted by the *Owner*, and/or by others; to prevent the infringement thereof, to litigate, collect and receipt for damages arising from infringement, and in its sole judgment to join the *Owner* and/or others in whose names the copyright may stand, as parties plaintiff or defendants in suits or proceedings; to bring suit in the name of the *Owner* and/or in the name of the *Society*, or others in whose name the copyright may stand, or otherwise, and to release, compromise, or refer to arbitration any actions, in the same manner and to the same extent and to all intents and purposes as the *Owner* might or could do, had this instrument not been made.

5. The *Owner* hereby makes, constitutes and appoints the *Society*, or its successor, the *Owner*'s true and lawful attorney, irrevocably during the term hereof, and in the name of the *Society* or its successor, or in the name of the *Owner*, or otherwise, to do all acts, take all proceedings, execute, acknowledge and deliver any and all instruments, papers, documents, process and pleadings that may be necessary, proper or expedient to restrain infringements and recover damages in respect to or for the infringement or other violation of the rights of public performance in such works, and to discontinue, compromise of refer to arbitration any such proceedings or actions, or to make any other disposition of the differences in relation to the premises.

6. The *Owner* agrees from time to time, to execute, acknowledge and deliver to the *Society*, such assurances, powers of attorney or other authorizations or instruments as the *Society* may deem necessary or expedient to enable it to exercise, enjoy and enforce, in its own name or otherwise, all rights and remedies aforesaid.

7. It is mutually agreed that during the term hereof the Board of Directors of the *Society* shall be composed of an equal number of writers and publishers respectively, and that the royalties distributed by the Board of Directors shall be divided into two (2) equal sums, and one (1) each of such sums credited respectively to and for division amongst (a) the writer members, and (b) the publisher members, in accordance with the system of apportionment and distribution of royalties as determined by the Board of Directors in accordance with the Articles of Association as they may be amended from time to time.

8. The *Owner* agrees that the apportionment and distribution of royalties by the *Society* as determined from time to time by the Board of Directors of the *Society*, in case of appeal by him, shall be final, conclusive and binding upon him.

The *Society* shall have the right to transfer the right of review of any apportionment and distribution of royalties from the Board of Directors to any other agency or instrumentality that in its discretion and good judgment it deems best adapted to assuring to the *Society*'s membership a just, fair, equitable and accurate apportionment and distribution of royalties.

The *Society* shall have the right to adopt from time to time such systems, means, methods and formulae for the establishment of a member's apportionment and distribution of royalties as will assure a fair, just and equitable distribution of royalties among the membership.

9. **"Public Performance" Defined**. The term "*public performance*" shall be construed to mean vocal, instrumental and/or mechanical renditions and representations in any manner or by any method whatsoever, including transmissions by radio and television broadcasting stations, transmission by telephony and/or "wired wireless"; and/or reproductions of performances and renditions by means of devices for reproducing sound recorded in synchronism or timed relation with the taking of motion pictures.

10. **"Musical Works" Defined**. The phrase "*musical works*" shall be construed to mean musical compositions and dramatico-musical compositions, the words and music thereof, and the respective arrangements thereof, and the selections therefrom.

11. The powers, rights, authorities and privileges by this instrument vested in the *Society*, are deemed to include the World, provided, however, that such grant of rights for foreign countries shall be subject to any agreements now in effect, a list of which are noted on the reverse side hereof.

12. The grant made herein by the owner is modified by and subject to the provisions of (a) the Amended Final Judgment (Civil Action No. 13-95) dated March 14, 1950 in *U.S.A. v. ASCAP* as further amended by Order dated January 7, 1960, (b) the Final Judgment (Civil Action No. 42-245) in *U.S.A. v. ASCAP*, dated March 14, 1950, and (c) the provisions of the Articles of Association and resolutions of the Board of Directors adopted pursuant to such judgments and order.

SIGNED, SEALED AND DELIVERED, on this 26th (day) of august (month), 1999 (year).

UNIVERSAL - POLYGRAM INTERNATIONAL PUBLISHING INC.

Owner { Sign your name here
By: [signature] Owner
David Renzer, President

Society { AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS,
By [signature]
President and Chairman of the Board

ASCAP Membership Agreement

FOREIGN AGREEMENTS AT THIS DATE IN EFFECT

(See paragraph 11 of within agreement)

COUNTRY	WITH (Name of Firm)	EXPIRES	REMARKS

ASCAP

PAULA KATZ
Director of Legal Affairs
Counsel, Estates and Claims

October 14, 1999

Ms. Lisa Lippman
Copyright Manager
MCA Music Publishing
2440 Sepulveda Blvd, Suite 100
Los Angeles, CA 90064-1712

Re: Recent Acquisitions by MCA

Dear Lisa:

I thought we might streamline things a bit if I put in writing just what ASCAP has and what it needs to reflect the ownership by MCA of the publishing companies listed in your recent correspondence.

Of the publishers about which we have been communicating, we have already noted our records that MCA is the correct owner (and changed the names accordingly) of Universal Music, On Backstreet Music, Unicity Music and PolyGram International Publishing. We are in the process of updating our information for Geffen Music, Sabal Music, Sheddhouse Music, and will send you any documentation needed to complete the process.

The remaining companies to be addressed are: Dejamus California, Polygram Latin Music and Unimusica.

Dejamus California: our records reflect the structure of this company to be a corporation whose officers are Arthur Braun (President/CEO) and Stephen James (Vice President/Secretary). Mr. Braun serves as the publisher representative. The tax identification number for this company differs from those for other Universal publishers. Accordingly, ASCAP needs documentation that shows the chain of ownership from Messrs. Braun and James to Universal and any updated tax reporting information.

Unimusica and Polygram Latin Music: our records reflect that Polygram Latin Music is a "special account" of Unimusica. The structure of Unimusica is a corporation whose officers are Wilhelm Ricken (President), Bernhard Brecht (Vice President) and Antonio Moreno (Secretary). Maria Flores serves as the publisher

CONFIDENTIAL

representative. The tax identification number for the company differs from those for other Universal publishers. The list of corporate officers you sent confirms that there has been a change in ownership, which must be supported by documentation. Accordingly, please send us the paperwork showing the chain of ownership from Messrs. Ricken, Brecht and Moreno to Universal and any updated tax reporting information. The information will serve for both Unimusica and Polygram Latin Music.

We can ultimately treat these as name changes, as we have the other publishers listed above, but only after we have received support for the changes in ownership as well.

Please call me if you have any questions, and I'm sorry for any poor communication or inconvenience.

Very truly yours,

Paula Katz

PK:

CURRENT NAME	NEW NAME	SOCIETY	STATUS
MCA Music Publishing, A Division of Universal Studios, Inc.	Universal - MCA Music Publishing, A Division of Universal Studios, Inc.	ASCAP	Corporation
MCA - Universal Music Corporation	Universal Music Corporation	ASCAP	Corporation
MCA - Northern Music Company, Inc.	Universal - Northern Music Company	ASCAP	Corporation
MCA - On Backstreet Music, Inc.	Universal - On Backstreet Music, Inc.	ASCAP	Corporation
MCA - Unicity Music, Inc.	Universal - Unicity Music, Inc.	ASCAP	Corporation
MCA - Geffen Music	Universal - Geffen Music	ASCAP	DBA
PolyGram International Publishing, Inc.	Universal - PolyGram International Publishing, Inc.	ASCAP	Corporation
Dejamus California, Inc.	Universal - Dejamus California, Inc.	ASCAP	Corporation
Sheddhouse Music	Universal - Sheddhouse Music	ASCAP	DBA
Sabal Music	Universal - Sabal Music	ASCAP	DBA
PolyGram Latin Music Publishing	Universal - PolyGram Latin Music Publishing	ASCAP	DBA
Unimusica, Inc.	Universal Musica, Inc.	ASCAP	Corporation
Music Corporation of America, Inc.	Songs of Universal, Inc.	BMI	Corporation
MCA - Champion Music Corporation	Universal - Champion Music Corporation	BMI	Corporation
MCA - Duchess Music Corporation	Universal - Duchess Music Corporatiion	BMI	Corporation
MCA - Texascity Music, Inc.	Universal - Texascity Music, Inc.	BMI	Corporation
MCA - Geffen Again Music	Universal - Geffen Again Music	BMI	DBA
Songs Of PolyGram International, Inc.	Universal - Songs Of PolyGram International, Inc.	BMI	Corporation
DJO Publishing Corp.	Universal - DJO Publishing Corp.	BMI	Corporation
Millhouse Music	Universal - Millhouse Music	BMI	DBA
Cedarwood Publishing	Universal - Cedarwood Publishing	BMI	DBA
Sawgrass Music Publishers	Universal - Sawgrass Music Publishers	BMI	DBA
Canciones De PolyGram	Universal - Canciones De PolyGram	BMI	DBA
Musica Unica	Universal - Musica Unica	BMI	DBA
Musicor Music, a Division of Music Corporation of America, Inc.	Universal Tunes, a Division of Songs of Universal, Inc.	SESAC	DBA
PolyGram International Tunes, Inc.	Universal - PolyGram International Tunes, Inc.	SESAC	Corporation
Polymusica Latina	Universal Musica Latina	SESAC	DBA

June 18, 1999

Fax:
212-621-6481

Ms. Paula Katz
ASCAP
One Lincoln Plaza
New York, NY 10023

Mr. Christopher Galotta
Broadcast Music, Inc.
8730 Sunset Blvd., 3rd floor west
Los Angeles, CA 90069

Ms. Amy Beth Hale
SESAC
55 Music Square East
Nashville, TN 37203

RE: PUBLISHER NAME CHANGES

Dear Paula, Chris and Amy Beth:

Please be advised of the publishing name changes, attached herewith, all of which are effective immediately.

Enclosed please find copies of the Certificates of the Amendment of the Certificate of Incorporation for each corporation name change. The d/b/a name filings will be forwarded under separate cover.

Please mark your records accordingly and confirm to us in writing that you have done so.

Thank you.

Regards,

Lisa Lippman

Lisa Lippman
Copyright Manager

Enclosure

cc: Ed Arrow
SOCAN

MCA Music Publishing
A UNIVERSAL MUSIC COMPANY

2440 Sepulveda Blvd., Suite 100, Los Angeles CA 90064-1712 Ph 310.235.4700 · Fx 310.235.4900

UNIVERSAL MUSIC PUBLISHING GROUP

Date	September 17, 1999
To	Universal Music Publishing World-Wide
From	David Renzer
Subject	Name Change
Copies	Zach Horowitz

Name Change:

As you are all aware, we have now completed our formal name change globally. We have established our new operating names in all of the territories and have cleared a company with the name Universal with all of the societies. I am pleased to see Universal as the publishing name now appearing in most of our charts around the globe. Our new name is already winning awards (for instance, we were recently Latin Music Publisher of the Year and had the Latin Writer of Year at the ASCAP Latin Awards, and we will have exciting awards and recognition at the upcoming Country Music Awards in Nashville), and becoming recognized as a new global leader in the music publishing industry.

Logo:

After much discussion both within music publishing and with our corporation , we have decided to move forward with the Universal Globe as our logo. To look at this in the most positive light, it will provide instant recognition for our company as we will share in the benefits of being part of the Universal brand and globe as it becomes more widely recognized throughout the world. It will also solidify our position as the sole music publishing company for the Universal Group of Companies and will help reinforce our "sister" company status with our sister record and film companies.

I know that you have all been awaiting this news so that you can get on with the ordering of new stationary and business cards. We are working on getting you formal rollout instructions which should be coming your way shortly.

Confab:

As some of you may have heard, we are also planning our first Confab for our new company. Managing Directors from around the world will converge and discuss a host of issues, from the plans to update our website (which you should all visit at Universal Music Publ. **www.umusicpub.com**) to the exploitation of our vast catalogue.

Admin Systems:

I also want to take this oppurtunity to congratulate Theo Strikkers and Mike Donegan for a job well done in successfully merging our data onto the PIPS system and allowing us to go live on schedule. This was a tremendous undertaking that they continue to travel the globe and implement.

With the upcoming launch of our new newsletter and trade advertisements, our new name and logo will become more widely known and recognized, while our companies innovative administrative systems will all help in making the Universal Music Publishing Group a company that we can take pride in being a part of.

ASCAP

PAULA KATZ
Director of Legal Affairs
Counsel, Estates and Claims

August 20, 1999

Ms. Lisa Lippman
C/o MCA Music Publishing
A Division of Universal Studios Inc.
2440 Sepulveda Boulevard
Suite 100
Los Angeles, CA 90064

mailed to ASCAP 9/2/99

Re: **Publishers Name Changes**

from MCA/Universal Music Corporation ***to*** Universal Music Corporation
from MCA/On Backstreet Music, Inc. ***to*** Universal – On Backstreet Music, Inc.
from MCA/Unicity Music, Inc. ***to*** Universal – Unicity Music, Inc.
from Polygram International Publishing, Inc. ***to*** Universal – Polygram International Publishing Inc.

Dear Ms. Lippman:

In order for the Society's to change the names of the above publishers the following documents must be signed and returned to the legal Affairs, Estates and Claims Department as soon as possible.

- Membership Agreements (in Duplicate)
- Applications for publisher membership (please note paragraph 6)
- W-9 Tax Forms
- Digital Audio Royalty Forms ("DART")

Upon receipt of the signed documents, ASCAP will update its records accordingly.

Thank you for your courtesy and cooperation in this matter.

Sincerely,

Paula Katz

PK:lc
encls.

CONFIDENTIAL

Case 5:24-cv-03811-EKL Document 854-14 Filed 09/22/26 Page 25 of 50 PageID #: 108472

MBR18DS P U B L I S H E R I N F O R M A T I O N

M-CODE: 0010447 NAME: UNIVERSAL POLYGRAM INTERNATIONAL PUBLISHING INC

CAE CODE	: 343892736
CLASS	: P
SOCIETY	: ASCAP
DISTRIBUTION	: DOMESTIC & FOREIGN
ASCAP STATUS	: CURRENT MEMBER
MEMBERSHIP AGRMNT	: RETURNED SIGNED
ROYALTY HOLD	: GROUP MAILING
TAX ID #	[redacted]
APPLICATION HOLD	: NO
APPLICATION DATE	: 12 / 27 / 88
ELECTION DATE	: 01 / 13 / 89
CREDITED DATE	: 07 / 01 / 88
REPRESENTATIVE	: RENZER DAVID

ACTIONS: 1-ENTER NEXT ACTION CODE: CMNT
2-HIT "PF2" TO RETURN TO ACTION CODE TABLE; PF9 - MEMBER SELECTION

Form **W-9**
(Rev. December 1996)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do NOT send to the IRS.

Please print or type

Name (If a joint account or you changed your name, see Specific Instructions on page 2.)

Business name, if different from above. (See Specific Instructions on page 2.)
Universal-PolyGram International Publishing, Inc.

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.)
2440 Sepulveda Blvd., Suite 100

Requester's name and address (optional)

City, state, and ZIP code
Los Angeles, CA 90064-1712

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** on page 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number

OR

Employer identification number
[redacted]

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

▶

Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here Signature ▶ Caroline Fritz Date ▶ 7/29/99

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are an exempt payee.

Note: *If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. The IRS tells the requester that you furnished an incorrect TIN, or

3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal Penalty for Falsifying Information.— Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name.—If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole Proprietor.—You must enter your **individual** name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the **business name** line.

Other Entities.—Enter the business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.

Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How To Get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

Note: *See the chart on this page for further clarification of name and TIN combinations.*

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5** from your local Social Security Administration office. Get **Form W-7** to apply for an ITIN or **Form SS-4** to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

Note: *Writing "Applied For" means that you have already applied for a TIN* **OR** *that you intend to apply for one soon.*

*U.S. Government Printing Office: 1997 - 417-677/60224

Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed **Form W-8**, Certificate of Foreign Status.

Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real Estate Transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other Payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

Printed on recycled paper

July 15, 1999

Documents Unit, LM-462
Copyright Office
Library of Congress
Washington, D.C. 20559

RE: UNIVERSAL MUSIC PUBLISHING GROUP NAME CHANGES

Dear Sir/Madam:

Enclosed please find certified copies of Certificates of Amendment of Restated Certificate of Incorporation for each of the following companies for recordation:

From:	To:
MCA - Universal Music Corporation	Universal Music Corporation
MCA - On Backstreet Music, Inc.	Universal - On Backstreet Music, Inc.
MCA - Unicity Music, Inc.	Universal - Unicity Music, Inc.
Music Corporation Of America, Inc.	Songs Of Universal, Inc.
MCA - Champion Music Corporation	Universal - Champion Music Corporation
MCA - Duchess Music Corporation	Universal - Duchess Music Corporation
MCA - Texascity Music, Inc.	Universal - Texascity Music, Inc.
PolyGram International Publishing, Inc.	Universal - PolyGram International Publishing, Inc.
Dejamus California, Inc.	Universal - Dejamus California, Inc.
Unimusica, Inc.	Universal Musica, Inc.
Songs Of PolyGram International, Inc.	Universal - Songs Of PolyGram International, Inc.
DJO Publishing Corporation	Universal - DJO Publishing Corporation
PolyGram International Tunes, Inc.	Universal - PolyGram International Tunes, Inc.

Please charge your fees for doing so to our deposit account of Universal Music Publishing Group, Account Number DAO 65471(formerly MCA Music Publishing, A Division of Universal Studios, Inc., Account Number DAO 65471).

Thank you. Should you have any questions, please do not hesitate to call.

Sincerely,

Lisa Lippman

Lisa Lippman
Copyright Manager

Enclosure

cc: Ed Arrow
Deposit Accounts, Library of Congress

MCA Music Publishing
A UNIVERSAL MUSIC COMPANY

2440 Sepulveda Blvd., Suite 100, Los Angeles CA 90064-1712 Ph 310.235.4700 · Fx 310.235.4900

June 18, 1999

Fax:
212-621-6481

Ms. Paula Katz
ASCAP
One Lincoln Plaza
New York, NY 10023

Mr. Christopher Galotta
Broadcast Music, Inc.
8730 Sunset Blvd., 3rd floor west
Los Angeles, CA 90069

Ms. Amy Beth Hale
SESAC
55 Music Square East
Nashville, TN 37203

RE: PUBLISHER NAME CHANGES

Dear Paula, Chris and Amy Beth:

Please be advised of the publishing name changes, attached herewith, all of which are effective immediately.

Enclosed please find copies of the Certificates of the Amendment of the Certificate of Incorporation for each corporation name change. The d/b/a name filings will be forwarded under separate cover.

Please mark your records accordingly and confirm to us in writing that you have done so.

Thank you.

Regards,

Lisa Lippman

Lisa Lippman
Copyright Manager

Enclosure

cc: Ed Arrow
SOCAN

7/28/99
Dear Paula,
Please advise status of the Corporate name changes.
Thank you.
Lisa

MCA Music Publishing
A UNIVERSAL MUSIC COMPANY

2440 Sepulveda Blvd., Suite 100, Los Angeles CA 90064-1712 Ph 310.235.4700 • Fx 310.235.4900

********** -COMM.JOURNAL- ********** DATE JUL-28-1999 ***** TIME 14:25 *** P.01

MODE = MEMORY TRANSMISSION START=JUL-28 14:21 END=JUL-28 14:25

FILE NO.= 128

NO.	COM	ABBR/NTWK	STATION NAME/ TELEPHONE NO.	PAGES	PRG.NO.	PROGRAM NAME
001	OK	&	912126216481	001/001		

-MCA MUSIC COPYRIGHT -

********** - - ***** - 310 235 4902- *********

June 18, 1999

Fax:
212-621-6481

Ms. Paula Katz
ASCAP
One Lincoln Plaza
New York, NY 10023

Mr. Christopher Galotta
Broadcast Music, Inc.
8730 Sunset Blvd., 3rd floor west
Los Angeles, CA 90069

Ms. Amy Beth Hale
SESAC
55 Music Square East
Nashville, TN 37203

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Please mark your records accordingly and confirm to us in writing that you have done so.

Thank you.

Regards,

Lisa Lippman

Lisa Lippman
Copyright Manager

Enclosure

cc: Ed Arrow
SOCAN

7/28/99
Dear Paula,
Please advise status of the Corporate name changes.
Thank you.
Lisa

MCA Music Publishing
A UNIVERSAL MUSIC COMPANY

2440 Sepulveda Blvd., Suite 100, Los Angeles CA 90064-1712 Ph 310.235.4700 · Fx 310.235.4900

Copyright Office of the United States

THE LIBRARY OF CONGRESS

Certificate of Recordation

THIS IS TO CERTIFY THAT THE ATTACHED DOCUMENT WAS RECORDED IN THE COPYRIGHT OFFICE ON THE DATE AND IN THE PLACE SHOWN BELOW.

THIS CERTIFICATE IS ISSUED UNDER THE SEAL OF THE COPYRIGHT OFFICE.

DATE OF RECORDATION	
23Jul99	
VOLUME	PAGE
3438	968
VOLUME	PAGE

UNITED STATES COPYRIGHT OFFICE ★ THE LIBRARY OF CONGRESS ★

OFFICIAL SEAL

Marybeth Peters

Register of Copyrights and Associate Librarian for Copyright Services

Certificate of Recordation
C-762 March 1999—30,000

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "POLYGRAM INTERNATIONAL TUNES, INC.", CHANGING ITS NAME FROM "POLYGRAM INTERNATIONAL TUNES, INC." TO "UNIVERSAL - POLYGRAM INTERNATIONAL TUNES, INC.", FILED IN THIS OFFICE ON THE FOURTH DAY OF JUNE, A.D. 1999, AT 12:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

V3438 D968 Page 1

Edward J. Freel, Secretary of State

AUTHENTICATION: 9786302

DATE: 06-04-99

2178189 8100

991224825

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
POLYGRAM INTERNATIONAL TUNES, INC.

POLYGRAM INTERNATIONAL TUNES, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

> RESOLVED, that the Certificate of Incorporation of POLYGRAM INTERNATIONAL TUNES, INC. be amended by changing Article FIRST thereof so that, as amended, said Article shall be and read as follows:
>
> "FIRST: The name of the corporation is UNIVERSAL - POLYGRAM INTERNATIONAL TUNES, INC."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Laws of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said POLYGRAM INTERNATIONAL TUNES, INC. has caused this certificate to be signed by Sharon S. Garcia, its Secretary, this June 2, 1999.

POLYGRAM INTERNATIONAL TUNES, INC.

Sharon S. Garcia
Secretary

V3438 D968 Page 2

348174

TOTAL P.05

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "POLYGRAM INTERNATIONAL TUNES, INC.", CHANGING ITS NAME FROM "POLYGRAM INTERNATIONAL TUNES, INC." TO "UNIVERSAL - POLYGRAM INTERNATIONAL TUNES, INC.", FILED IN THIS OFFICE ON THE FOURTH DAY OF JUNE, A.D. 1999, AT 12:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Edward J. Freel, Secretary of State

AUTHENTICATION: 9786301

DATE: 06-04-99

2178189 8100

991224825

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
POLYGRAM INTERNATIONAL TUNES, INC.

POLYGRAM INTERNATIONAL TUNES, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

> RESOLVED, that the Certificate of Incorporation of POLYGRAM INTERNATIONAL TUNES, INC. be amended by changing Article FIRST thereof so that, as amended, said Article shall be and read as follows:
>
> "FIRST: The name of the corporation is UNIVERSAL - POLYGRAM INTERNATIONAL TUNES, INC."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Laws of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said POLYGRAM INTERNATIONAL TUNES, INC. has caused this certificate to be signed by Sharon S. Garcia, its Secretary, this June 2, 1999.

POLYGRAM INTERNATIONAL TUNES, INC.

Sharon S. Garcia
Secretary

348174

TOTAL P.05

NAME CHANGE AMENDMENT

Reference is made to the SESAC-PUBLISHER Affiliation Agreement made November 20, 1993, between **PolyGram International Tunes, Inc.** ("PUBLISHER") and **SESAC, INC.**, ("SESAC") 55 Music Square East, Nashville, Tennessee, 37203.

In consideration of the mutual promises and covenants set forth herein, SESAC and the PUBLISHER agree as follows:

1. PUBLISHER has changed its name to **Universal – PolyGram International Tunes, Inc.**. Any and all publications of **PolyGram International Tunes, Inc.,** are now comprehended under and represented by SESAC pursuant to the terms of the Affiliation Agreement and all amendments addenda and royalty agreements, if any, with respect thereto. "Publications" for this purpose is defined as in paragraph 1.of the Affiliation Agreement.

2. It is further agreed that payments heretofore made by SESAC constitute payment in full of any and all sums payable to **PolyGram International Tunes, Inc.** and all monies hereafter payable pursuant to the above mentioned agreement are to be paid to **Universal – PolyGram International Tunes, Inc.**

3. Except as expressly amended or modified herein, all other terms and conditions of the Affiliation Agreement shall remain in full force and effect.

Nashville, Tennessee
Dated: August 11, 1999

PolyGram International Tunes, Inc.
PUBLISHER

BY: _____ (L.S.)

TITLE: David Renzer President

Universal – PolyGram International Tunes, Inc.,
PUBLISHER

BY: _____ (L.S.)

TITLE: David Renzer President

SESAC, Inc.

BY: _____ (L.S.)

TITLE: MANAGER ROYALTY DOCUMENTATION

NAME CHANGE AMENDMENT

Reference is made to the SESAC-PUBLISHER Affiliation Agreement made November 20, 1993, between **PolyGram International Tunes, Inc.** ("PUBLISHER") and **SESAC, INC.**, ("SESAC") 55 Music Square East, Nashville, Tennessee, 37203.

In consideration of the mutual promises and covenants set forth herein, SESAC and the PUBLISHER agree as follows:

1. PUBLISHER has changed its name to **Universal – PolyGram International Tunes, Inc.**. Any and all publications of **PolyGram International Tunes, Inc.**, are now comprehended under and represented by SESAC pursuant to the terms of the Affiliation Agreement and all amendments addenda and royalty agreements, if any, with respect thereto. "Publications" for this purpose is defined as in paragraph 1.of the Affiliation Agreement.

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Nashville, Tennessee
Dated: August 11, 1999

PolyGram International Tunes, Inc.
PUBLISHER

BY: _____ (L.S.)

TITLE: David Renzer, President

Universal – PolyGram International Tunes, Inc.,
PUBLISHER

BY: _____ (L.S.)

TITLE: David Renzer, President

SESAC, Inc.

BY: _____ (L.S.)

TITLE: _____

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Nashville, Tennessee
Dated: August 11, 1999

PolyGram International Tunes, Inc.
PUBLISHER

BY: _____ (L.S.)

TITLE: David Renzer President

Universal – PolyGram International Tunes, Inc.,
PUBLISHER

BY: _____ (L.S.)

TITLE: David Renzer President

SESAC, Inc.

BY: _____ (L.S.)

TITLE: _____

NAME CHANGE AMENDMENT

Reference is made to the SESAC-PUBLISHER Affiliation Agreement made April 25, 1996, between **Musicor Music Publishing, a division of Music Corporation of America, Inc.** ("PUBLISHER") and **SESAC, INC.**, ("SESAC") 55 Music Square East, Nashville, Tennessee, 37203.

In consideration of the mutual promises and covenants set forth herein, SESAC and the PUBLISHER agree as follows:

1. PUBLISHER has changed its name to **Universal Tunes, a Division of Songs of Universal, Inc.**. Any and all publications of **Musicor Music, a division of Music Corporation of America, Inc.** are now comprehended under and represented by SESAC pursuant to the terms of the Affiliation Agreement and all amendments addenda and royalty agreements, if any, with respect thereto. "Publications" for this purpose is defined as in paragraph 1.of the Affiliation Agreement.

2. It is further agreed that payments heretofore made by SESAC constitute payment in full of any and all sums payable to **Musicor Music , a division of Music Corporation of America, Inc.** and all monies hereafter payable pursuant to the above mentioned agreement are to be paid to **Universal Tunes, a Division of Songs of Universal, Inc.**.

3. Except as expressly amended or modified herein, all other terms and conditions of the Affiliation Agreement shall remain in full force and effect.

Nashville, Tennessee
Dated: August 11, 1999

Musicor Music ,
A division of Music Corporation of America, Inc.
PUBLISHER

BY: _____ (L.S.)

TITLE: David Renzer President

Universal Tunes,
A Division of Songs of Universal, Inc.
PUBLISHER

BY: _____ (L.S.)

TITLE: David Renzer, President

SESAC, Inc.

BY: _____ (L.S.)

TITLE: _____

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3. Except as expressly amended or modified herein, all other terms and conditions of the Affiliation Agreement shall remain in full force and effect.

Nashville, Tennessee
Dated: August 11, 1999

Musicor Music ,
A division of Music Corporation of America, Inc.
PUBLISHER

BY: _____(L.S.)

TITLE: David Renzer, President

Universal Tunes,
A Division of Songs of Universal, Inc.
PUBLISHER

BY: _____(L.S.)

TITLE: David Renzer, President

SESAC, Inc.

BY: _____ (L.S.)

TITLE: _____

CURRENT NAME	NEW NAME	SOCIETY	STATUS
MCA Music Publishing, A Division of Universal Studios, Inc.	Universal - MCA Music Publishing, A Division of Universal Studios, Inc.	ASCAP	Corporation
MCA - Universal Music Corporation	Universal Music Corporation	ASCAP	Corporation
MCA - Northern Music Company, Inc.	Universal - Northern Music Company	ASCAP	Corporation
MCA - On Backstreet Music, Inc.	Universal - On Backstreet Music, Inc.	ASCAP	Corporation
MCA - Unicity Music, Inc.	Universal - Unicity Music, Inc.	ASCAP	Corporation
MCA - Geffen Music	Universal - Geffen Music	ASCAP	DBA
PolyGram International Publishing, Inc.	Universal - PolyGram International Publishing, Inc.	ASCAP	Corporation
Dejamus California, Inc.	Universal - Dejamus California, Inc.	ASCAP	Corporation
Sheddhouse Music	Universal - Sheddhouse Music	ASCAP	DBA
Sabal Music	Universal - Sabal Music	ASCAP	DBA
PolyGram Latin Music Publishing	Universal - PolyGram Latin Music Publishing	ASCAP	DBA
Unimusica, Inc.	Universal Musica, Inc.	ASCAP	Corporation
Music Corporation of America, Inc.	Songs of Universal, Inc.	BMI	Corporation
MCA - Champion Music Corporation	Universal - Champion Music Corporation	BMI	Corporation
MCA - Duchess Music Corporation	Universal - Duchess Music Corporatiion	BMI	Corporation
MCA - Texascity Music, Inc.	Universal - Texascity Music, Inc.	BMI	Corporation
MCA - Geffen Again Music	Universal - Geffen Again Music	BMI	DBA
Songs Of PolyGram International, Inc.	Universal - Songs Of PolyGram International, Inc.	BMI	Corporation
DJO Publishing Corp.	Universal - DJO Publishing Corp.	BMI	Corporation
Millhouse Music	Universal - Millhouse Music	BMI	DBA
Cedarwood Publishing	Universal - Cedarwood Publishing	BMI	DBA
Sawgrass Music Publishers	Universal - Sawgrass Music Publishers	BMI	DBA
Canciones De PolyGram	Universal - Canciones De PolyGram	BMI	DBA
Musica Unica	Universal - Musica Unica	BMI	DBA
Musicor Music, a Division of Music Corporation of America, Inc.	Universal Tunes, a Division of Songs of Universal, Inc.	SESAC	DBA
PolyGram International Tunes, Inc.	Universal - PolyGram International Tunes, Inc.	SESAC	Corporation
Polymusica Latina	Universal Musica Latina	SESAC	DBA

June 18, 1999

Fax:
212-621-6481

Ms. Paula Katz
ASCAP
One Lincoln Plaza
New York, NY 10023

Mr. Christopher Galotta
Broadcast Music, Inc.
8730 Sunset Blvd., 3rd floor west
Los Angeles, CA 90069

Ms. Amy Beth Hale
SESAC
55 Music Square East
Nashville, TN 37203

RE: PUBLISHER NAME CHANGES

Dear Paula, Chris and Amy Beth:

Please be advised of the publishing name changes, attached herewith, all of which are effective immediately.

Enclosed please find copies of the Certificates of the Amendment of the Certificate of Incorporation for each corporation name change. The d/b/a name filings will be forwarded under separate cover.

Please mark your records accordingly and confirm to us in writing that you have done so.

Thank you.

Regards,

Lisa Lippman

Lisa Lippman
Copyright Manager

Enclosure

cc: Ed Arrow
SOCAN

MCA Music Publishing
A UNIVERSAL MUSIC COMPANY

2440 Sepulveda Blvd., Suite 100, Los Angeles CA 90064-1712 Ph 310.235.4700 • Fx 310.235.4900

UNIVERSAL MUSIC PUBLISHING GROUP

Date	September 17, 1999
To	Universal Music Publishing World-Wide
From	David Renzer
Subject	Name Change
Copies	Zach Horowitz

Name Change:

As you are all aware, we have now completed our formal name change globally. We have established our new operating names in all of the territories and have cleared a company with the name Universal with all of the societies. I am pleased to see Universal as the publishing name now appearing in most of our charts around the globe. Our new name is already winning awards (for instance, we were recently Latin Music Publisher of the Year and had the Latin Writer of Year at the ASCAP Latin Awards, and we will have exciting awards and recognition at the upcoming Country Music Awards in Nashville), and becoming recognized as a new global leader in the music publishing industry.

Logo:

After much discussion both within music publishing and with our corporation , we have decided to move forward with the Universal Globe as our logo. To look at this in the most positive light, it will provide instant recognition for our company as we will share in the benefits of being part of the Universal brand and globe as it becomes more widely recognized throughout the world. It will also solidify our position as the sole music publishing company for the Universal Group of Companies and will help reinforce our "sister" company status with our sister record and film companies.

I know that you have all been awaiting this news so that you can get on with the ordering of new stationary and business cards. We are working on getting you formal rollout instructions which should be coming your way shortly.

Confab:

As some of you may have heard, we are also planning our first Confab for our new company. Managing Directors from around the world will converge and discuss a host of issues, from the plans to update our website (which you should all visit at Universal Music Publ. **www.umusicpub.com**) to the exploitation of our vast catalogue.

Admin Systems:

I also want to take this oppurtunity to congratulate Theo Strikkers and Mike Donegan for a job well done in successfully merging our data onto the PIPS system and allowing us to go live on schedule. This was a tremendous undertaking that they continue to travel the globe and implement.

With the upcoming launch of our new newsletter and trade advertisements, our new name and logo will become more widely known and recognized, while our companies innovative administrative systems will all help in making the Universal Music Publishing Group a company that we can take pride in being a part of.

Lippman, Lisa

From: Lippman, Lisa
Sent: Wednesday, August 11, 1999 2:31 PM
To: 'Amy Beth Hale'
Cc: Arrow, Ed
Subject: RE: Name Change

Thank you Amy. Yes, please send your standard name change amendment to my attention: Lisa Lippman c/o Universal Music Publishing Group, 2440 Sepulveda Blvd., Suite 100, Los Angeles, CA 90064.

Lisa

From: Amy Beth Hale[SMTP:AHALE@SESAC.com]
Sent: Wednesday, August 11, 1999 2:33 PM
To: 'Lippman, Lisa'
Subject: RE: Name Change

Lisa:

Re the status of the name changes:

I have changed the names of Musicor Music and PolyGram International Tunes as requested. After speaking with our legal department, I will be sending you our standard name change amendment which will officially change the name of the publisher for our records. Should I send this document to your attention?

Concerning Polymusica Latina, the publishing company has not been opened yet. Our Latina representative, Olga Cardona (who is now with BMG Music) last followed up on the situation in June of 1999. I spoke to her today and she said that Jose Luis Reygados in Miami has the paperwork.

Hope this helps. Please feel free to contact me with any questions.

Best regards,

Amy Beth

-----Original Message-----
From: Lippman, Lisa [mailto:lisa.lippman@umusic.com]
Sent: Wednesday, August 11, 1999 12:26 PM
To: 'Amy Beth Hale'
Subject:RE: Name Change

Amy Beth,

Thank you so much. I look forward to hearing from you.
Lisa
> ---
> From: Amy Beth Hale[SMTP:AHALE@SESAC.com]
> Sent: Wednesday, August 11, 1999 12:14 PM
> To: 'lisa.lippman@umusic.com'
> Subject: Name Change
>
> Lisa:
>
> I haven't forgotten about you. I did get your message. I have been in meetings all this morning and I am about to go into another short meeting at 2:30. I promise to have an answer for you by the end of the day.
>
> Regards,
>
> Amy Beth Hale
> Manager, Royalty Documentation
> SESAC, Inc.

July 15, 1999

Documents Unit, LM-462
Copyright Office
Library of Congress
Washington, D.C. 20559

RE: UNIVERSAL MUSIC PUBLISHING GROUP NAME CHANGES

Dear Sir/Madam:

Enclosed please find certified copies of Certificates of Amendment of Restated Certificate of Incorporation for each of the following companies for recordation:

From:	To:
MCA - Universal Music Corporation	Universal Music Corporation
MCA - On Backstreet Music, Inc.	Universal - On Backstreet Music, Inc.
MCA - Unicity Music, Inc.	Universal - Unicity Music, Inc.
Music Corporation Of America, Inc.	Songs Of Universal, Inc.
MCA - Champion Music Corporation	Universal - Champion Music Corporation
MCA - Duchess Music Corporation	Universal - Duchess Music Corporation
MCA - Texascity Music, Inc.	Universal - Texascity Music, Inc.
PolyGram International Publishing, Inc.	Universal - PolyGram International Publishing, Inc.
Dejamus California, Inc.	Universal - Dejamus California, Inc.
Unimusica, Inc.	Universal Musica, Inc.
Songs Of PolyGram International, Inc.	Universal - Songs Of PolyGram International, Inc.
DJO Publishing Corporation	Universal - DJO Publishing Corporation
PolyGram International Tunes, Inc.	Universal - PolyGram International Tunes, Inc.

Please charge your fees for doing so to our deposit account of Universal Music Publishing Group, Account Number DAO 65471(formerly MCA Music Publishing, A Division of Universal Studios, Inc., Account Number DAO 65471).

Thank you. Should you have any questions, please do not hesitate to call.

Sincerely,

Lisa Lippman

Lisa Lippman
Copyright Manager

Enclosure

cc: Ed Arrow
Deposit Accounts, Library of Congress

MCA Music Publishing
A UNIVERSAL MUSIC COMPANY

2440 Sepulveda Blvd., Suite 100, Los Angeles CA 90064-1712 Ph 310.235.4700 • Fx 310.235.4900

June 18, 1999

Fax:
212-621-6481

Ms. Paula Katz
ASCAP
One Lincoln Plaza
New York, NY 10023

Mr. Christopher Galotta
Broadcast Music, Inc.
8730 Sunset Blvd., 3rd floor west
Los Angeles, CA 90069

Ms. Amy Beth Hale
SESAC
55 Music Square East
Nashville, TN 37203

RE: PUBLISHER NAME CHANGES

Dear Paula, Chris and Amy Beth:

Please be advised of the publishing name changes, attached herewith, all of which are effective immediately.

Enclosed please find copies of the Certificates of the Amendment of the Certificate of Incorporation for each corporation name change. The d/b/a name filings will be forwarded under separate cover.

Please mark your records accordingly and confirm to us in writing that you have done so.

Thank you.

Regards,

Lisa Lippman

Lisa Lippman
Copyright Manager

Enclosure

cc: Ed Arrow
SOCAN

7/28/99
Dear Paula,
Please advise status of the Corporate name changes.
Thank you.
Lisa

MCA Music Publishing
A UNIVERSAL MUSIC COMPANY

2440 Sepulveda Blvd., Suite 100, Los Angeles CA 90064-1712 Ph 310.235.4700 • Fx 310.235.4900

********** -COMM.JOURNAL- ********** DATE JUL-28-1999 ***** TIME 14:25 *** P.01

MODE = MEMORY TRANSMISSION START=JUL-28 14:21 END=JUL-28 14:25

FILE NO.= 128

NO.	COM	ABBR/NTWK	STATION NAME/ TELEPHONE NO.	PAGES	PRG.NO.	PROGRAM NAME
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-MCA MUSIC COPYRIGHT -

********** - ***** - 310 235 4902- **********

June 18, 1999

Fax:
212-621-6481

Ms. Paula Katz
ASCAP
One Lincoln Plaza
New York, NY 10023

Mr. Christopher Galotta
Broadcast Music, Inc.
8730 Sunset Blvd., 3rd floor west
Los Angeles, CA 90069

Ms. Amy Beth Hale
SESAC
55 Music Square East
Nashville, TN 37203

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Thank you.

Regards,

Lisa Lippman

Lisa Lippman
Copyright Manager

Enclosure

cc: Ed Arrow
SOCAN

7/28/99
Dear Paula,
Please advise status of the Corporate name changes.
Thank you.
Lisa

MCA Music Publishing
A UNIVERSAL MUSIC COMPANY

2440 Sepulveda Blvd., Suite 100, Los Angeles CA 90064-1712 Ph 310.235.4700 - Fx 310.235.4900

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

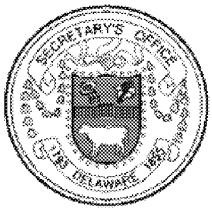
"UNIVERSAL - POLYGRAM INTERNATIONAL PUBLISHING, INC.", A DELAWARE CORPORATION,

WITH AND INTO "POLYGRAM PUBLISHING, INC." UNDER THE NAME OF "POLYGRAM PUBLISHING, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF FEBRUARY, A.D. 2017, AT 5 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE TWENTY-FOURTH DAY OF FEBRUARY, A.D. 2017.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.





2178196 8100M
SR# 20171094877

Authentication: 202095236
Date: 02-24-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:00 PM 02/21/2017
FILED 05:00 PM 02/21/2017
SR 20171094877 - File Number 2178196

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATIONS

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is PolyGram Publishing, Inc. _____, and the name of the corporation being merged into this surviving corporation is Universal - PolyGram International Publishing, Inc. _____.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations.

THIRD: The name of the surviving corporation is PolyGram Publishing, Inc. _____ a Delaware corporation.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

FIFTH: The merger is to become effective on February 24th, 2017.

SIXTH: The Agreement of Merger is on file at 2100 Colorado Avenue Santa Monica, CA 90404, the place of business of the surviving corporation.

SEVENTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 16th day of February, A.D., 2017.

By: _____
Authorized Officer

Name: Sheryl L. Gold
Print or Type

Title: Senior Vice President