The Court sent the attached correspondence to the following counsel / firms:

Chuck Spevacek and Leatha Wolter at Meagher and Geer; Peter Gleekel at Larson King; and William Pentelovitch at Maslon. KEVIN W. EIDE DISTRICT COURT JUDGE

CARVER COUNTY JUSTICE CENTER 604 EAST 4th STREET CHASKA, MINNESOTA 55318



CARVER. DAKOTA. GOODHUE. LESUEUR, McLEOD, SCOTT AND SIBLEY COUNTIES

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STATE OF MINNESOTA FIRST JUDICIAL DISTRICT

July 13, 2017

Counsel:

I am presiding over the Matter of the Estate of Prince Rogers Nelson, Court File Number 10-PR-16-46 in Carver County, Minnesota. Two primary parties have assisted in the administration of this Estate: Bremer Trust, the Special Administrator appointed between April 27, 2016 and January 31, 2017; and Comerica Bank and Trust, the Personal Representative, appointed from February 1, 2017 to the present. At the time of the transition from the Special Administrator to the Personal Representative, Bremer and Comerica entered into an agreement that prevented each of them from placing themselves in a position of conflict with the other. During the administration by Bremer Trust, they hired various consultants including two music industry experts, Charles Koppelmann and L. Londell McMillian.

At the conclusion of the administration by Bremer trust, on January 31, 2017, the Estate entered into a music rights distribution agreement with Universal Music Group that provided for advance distributions to the Estate of thirty one million dollars. I will refer to this as the "UMG Agreement." This Agreement had been approved as a short-form, conceptual agreement by the Court. Comerica has now determined that there are potential music rights conveyed to UMG under this agreement which may conflict with music rights granted to Warner Bros. Records in prior agreements between Warner Bros. and Prince or Prince's record label, NPG. Comerica has asked and the Court has agreed to allow the rescission of the UMG Agreement.

This action raises the issue as to whether Bremer Trust, its attorneys at Stinson Leonard Street, or its consultants erred in negotiating or entering into the UMG Agreement to the detriment of the Estate. I am seeking to appoint counsel as a second Special Administrator to investigate and determine whether these parties violated any legal duty owed to the Estate in entering into the UMG Agreement, to determine whether it is in the best interest of the Estate to pursue any such claim against one or more of these parties, and then to pursue the claim if determined appropriate.

I wish to emphasize that the Court has made no determination that any violation of a duty to the Estate has occurred. I am only seeking to have an independent examination of the events that led to the termination of the UMG Agreement.

I ask that you and your firm determine whether you would have any conflict of interest in pursuing this course on behalf of the Prince Rogers Nelson Estate and determine whether your firm has an interest in doing so. I recognize that there are several identified heirs of the Estate and many parties involved and a more extensive conflict check will be required before proceeding. If you are interested in proceeding, please provide me with a letter of intent as to who would be lead counsel, which individuals in your firm would be charging fees to the Estate and the hourly rate of those fees, and whether you anticipate any delay by your firm in being able to proceed. Please provide me with a CV for each of the attorneys who would be involved.

Thank you for your willingness to consider this request.

BY THE COURT,