

STATE OF MINNESOTA
COUNTY OF CARVER

DISTRICT COURT
FIRST JUDICIAL DISTRICT
PROBATE DIVISION

In the Matter of:

Court File No. 10-PR-16-46
Judge Kevin W. Eide

Estate of Prince Rogers Nelson,

Decedent.

**COMERICA BANK & TRUST, N.A.'S
NOTICE OF MOTION AND MOTION TO
APPROVE SETTLEMENT AGREEMENT
AND RELEASE**

[REDACTED]

PLEASE TAKE NOTICE that Comerica Bank & Trust N.A., as the Personal Representative of the Estate of Prince Rogers Nelson (the "Personal Representative"), by and through its counsel, moves the Court for an order approving the Settlement Agreement and Release ("Settlement Agreement") by and between the Personal Representative and S&S Design, Ltd. ("S&S Design"). The Settlement Agreement provides for the full and complete resolution of all matters relating to Petition for Allowance of Claim of S&S Design, Ltd.

A copy of the Settlement Agreement is attached hereto as Exhibit A. Upon request by the Court, this motion could be supported by additional affidavits submitted under seal, arguments of counsel at the time of any hearing.

Dated: October 12, 2017

/s/ Joseph J. Cassioppi

Mark W. Greiner (#0226270)

Joseph J. Cassioppi (#0388238)

Emily A. Unger (#0393459)

FREDRIKSON & BYRON, P.A.

200 South Sixth Street

Suite 4000

Minneapolis MN 55402-1425

612-492-7000

612-492-7077 fax

mgreiner@fredlaw.com

jcassioppi@fredlaw.com

eunger@fredlaw.com

Attorneys for Comerica Bank & Trust, N.A.

EXHIBIT A**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release ("Agreement") is made this 6th day of October, 2017 ("Effective Date"), by S&S Design, Ltd. ("S&S") and Comerica Bank & Trust, N.A., the Personal Representative of the Estate of Prince Rogers Nelson (hereinafter, "Comerica"). S&S and Comerica shall collectively be referred to hereinafter as "the Parties."

RECITALS

WHEREAS, on July 7, 2017, S&S filed a Petition for Allowance of a Claim in the probate proceeding in Carver County Court File No. 10-PR-16-46, alleging that the Estate of Prince Rogers Nelson (the "Estate") owes it \$50,000 for services allegedly rendered to NPG Music & Touring, LLC during 2015;

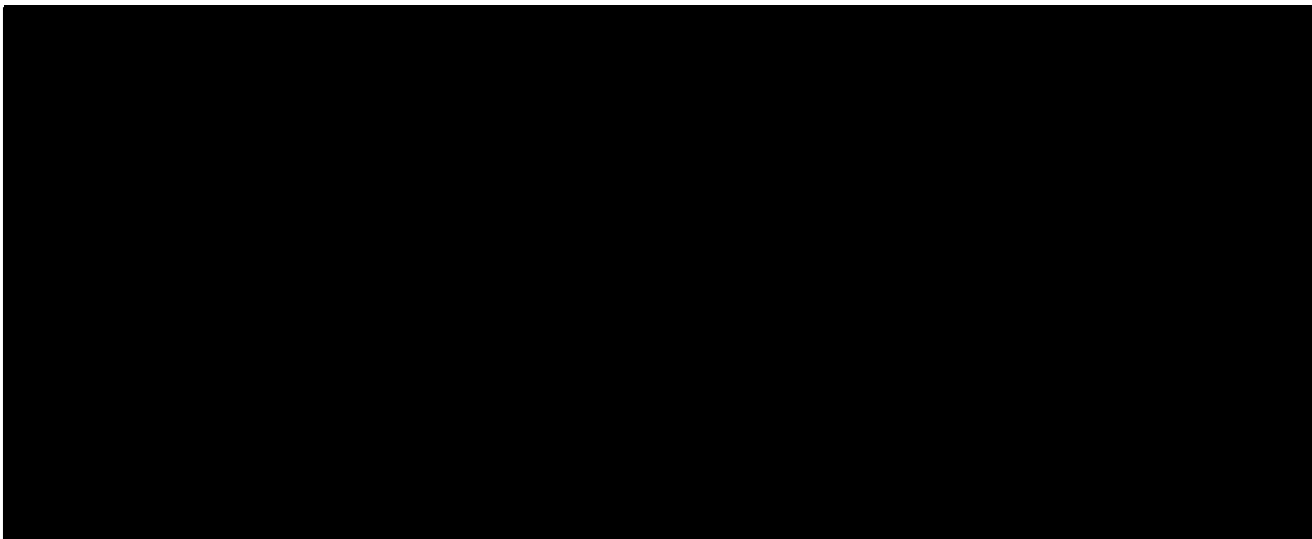
WHEREAS, on July 27, 2017, Comerica moved to dismiss S&S's Petition for failure to state a claim and as untimely;

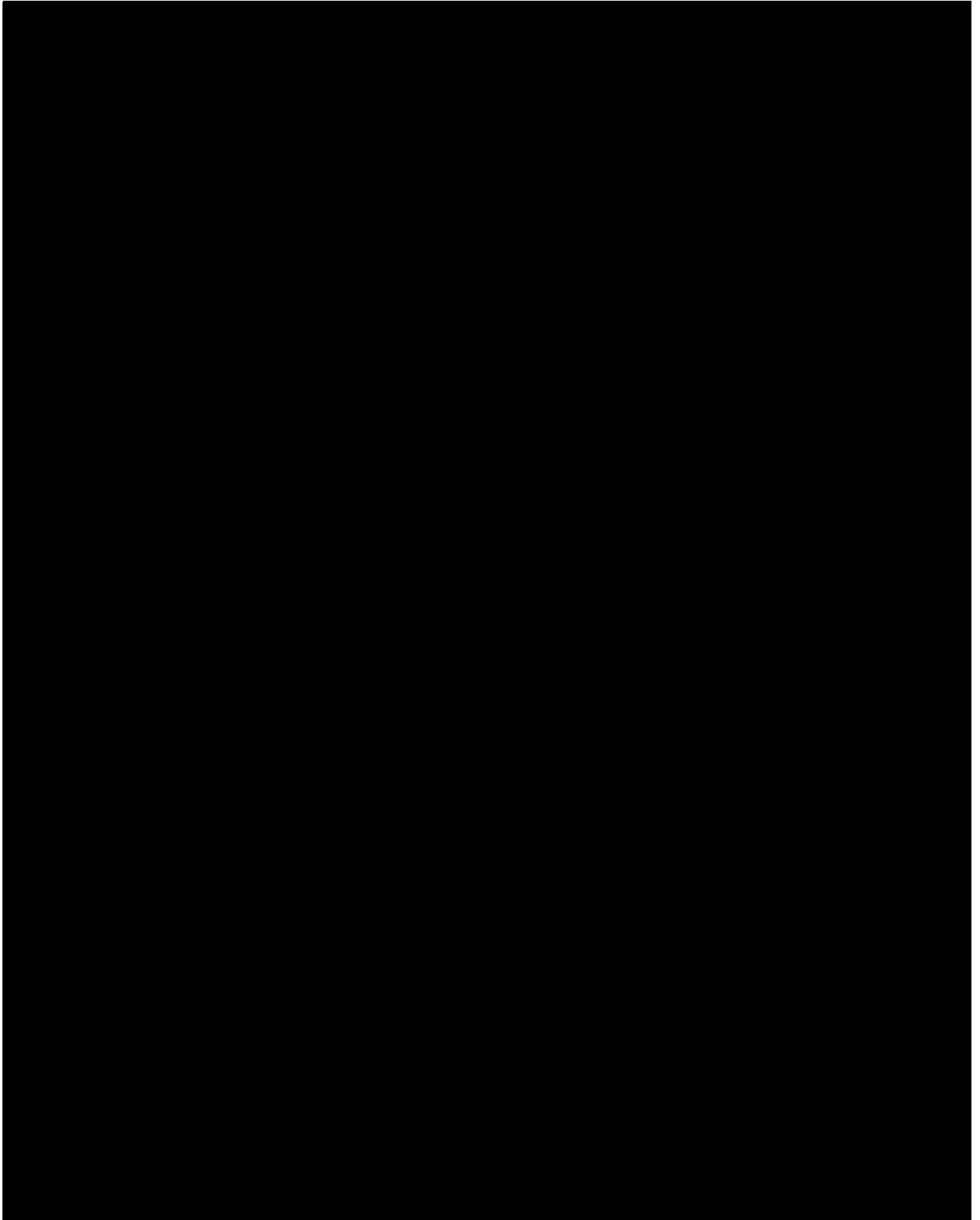
WHEREAS, Comerica's motion to dismiss remains pending;

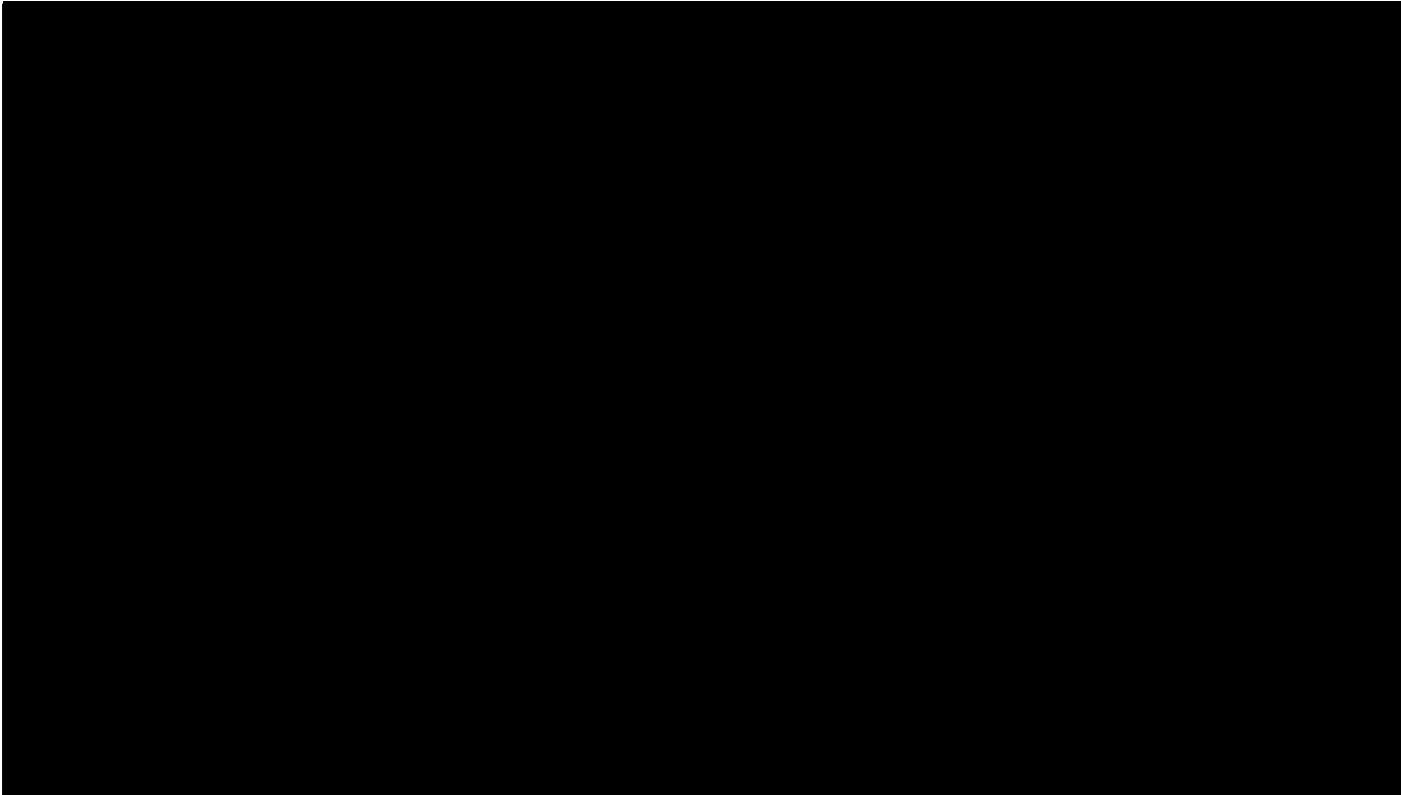
WHEREAS, S&S has threatened to file a separate action in Carver County Court against NPG Music & Touring, LLC to pursue its claim;

WHEREAS, the Parties desire to resolve their dispute without further litigation, on the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and each of them agree as follows:

AGREEMENT





IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

S&S DESIGN, LTD.

Date: October 5, 2017

By:

(name) Alex Skowron
Its: Owner

COMERICA BANK & TRUST, N.A., IN ITS
CAPACITY AS THE PERSONAL
REPRESENTATIVE OF THE ESTATE OF
PRINCE ROGERS NELSON

Date: Oct 6, 2017

By:

(name) Andrea L. Bruce
Its: Vice President