

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.

**DECLARATION OF EMILY A. UNGER
IN SUPPORT OF COMERICA BANK &
TRUST, N.A.'S MOTION TO DISMISS
S&S DESIGN, LTD'S PETITION FOR
ALLOWANCE OF CLAIM**

I, Emily A. Unger, declare and state as follows:

1. I am an attorney at Fredrikson & Byron P.A., counsel for Comerica Bank & Trust, N.A. ("Comerica"), the Personal Representative of the Estate of Prince Rogers Nelson.
2. I submit this Declaration in support of Comerica's Motion to Dismiss S&S Design, Ltd.'s Petition for Allowance of Claim.
3. Attached hereto as EXHIBIT A is a copy of the November 10, 2016 mailing of the Notice of Disallowance of Claim to S&S Design, Ltd.
4. Attached hereto as EXHIBIT B is a copy of email correspondence between a representative of S&S Design, Ltd. and counsel for the former Special Administrator.

I declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information, and belief.

Dated: July 27, 2017

/s/ Emily A. Unger
Emily A. Unger



Laura E. Halferty
612.335.1763 DIRECT
612.335.1657 DIRECT FAX
laura.halferty@stinson.com

November 10, 2016

Alex Skowron
Owner
S&S Design, Ltd.
8924 236th Avenue
Salem, WI 53168-9346

Re: Notice of Disallowance of Claim

Dear Mr. Skowron:

We have received your invoice dated October 1st, 2015. We have reviewed your invoice and determined that it does not relate to the estate of Prince Rogers Nelson, but that it may instead relate to NPG Music and Touring.

Therefore, we enclose a Notice of Disallowance of Claim as to any potential claim you may have asserted against the estate. We will continue to work with you to evaluate whether a payment from NPG Music and Touring to you may be proper.

Thank you for your ongoing cooperation with providing information and documentation regarding your business with NPG Music and Touring. We look forward to getting this business issue resolved in short order.

Sincerely,

Stinson Leonard Street LLP


Laura E. Halferty

LEH

Enclosure

STATE OF MINNESOTA
COUNTY OF CARVER

FIRST JUDICIAL DISTRICT
DISTRICT COURT
PROBATE DIVISION

Court File No. 10-PR-16-46

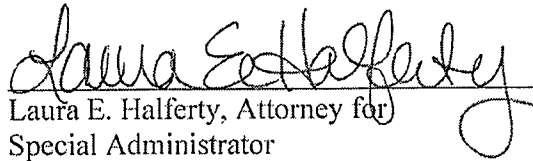
Estate of
Prince Rogers Nelson,
Decedent

NOTICE OF DISALLOWANCE OF CLAIM

TO: S & S Design, Ltd., 8924 236th Avenue, Salem, WI 53168-9346.

Your claim in the amount of \$50,000.00 is disallowed because the claim has no basis in law or fact.

Your claim will be barred unless you file a petition for allowance with the Court or commence a proceeding against the Special Administrator not later than two months after the mailing of this notice to you.



Laura E. Halferty, Attorney for
Special Administrator

Dated: November 10, 2016

Attorney for Special Administrator Laura E. Halferty (311698) Stinson Leonard Street LLP 150 South Fifth Street, Suite 2300 Minneapolis, MN 55404 Telephone: (613) 335-1500 FAX: (612) 335-1657 Email: laura.halferty@stinson.com
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NOTE: You cannot use this form to allow claims: (1) in excess of \$3,000 for personal services by an individual to the Decedent; (2) by the Personal Representative which arose before Decedent's death; or (3) in which the Personal Representative has an interest in excess of \$3,000. You must follow the procedures in Minnesota Statutes section 524.3-806(b).

For contingent or unliquidated claims, the Personal Representative can extend the two-month time period under Minnesota Statutes section 524.3-804(3).

Re: *In the Matter of: Estate of Prince Rogers Nelson and Tyka Nelson*
Court File No. 10-PR-16-46

AFFIDAVIT OF SERVICE BY U.S. MAIL

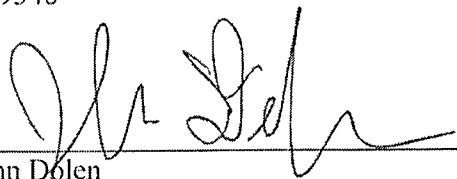
STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

John Dolen, being first duly sworn upon oath, states that on the 10th day of November, 2016, he caused the following documents to be served:

- 1. Notice of Disallowance for the Estate of Prince Rogers Nelson

upon Alex Skowron by U.S. mail at the following address:

Alex Skowron
Owner
S&S Design, Ltd.
8924 236th Avenue
Salem, WI 53168-9346



John Dolen

Subscribed and sworn to before me
this 11th day of November, 2016.



Notary Public



EXHIBIT A

S & S DESIGN, LTD.

Lighting Design Production Agreement

CLIENT: NPG Music & Touring ("Company")

Address: 718 Main Street, Suite 200 Suisun City, CA 94585

Contact: Rebekah Foster

Phone: 917- 825 - 4573

E-Mail: Rebekah@ujimaproductions.com

ARTIST: Prince ("Artist")

S&S: S&S Design, Ltd. ("S&S")

Address: 8924 236th Avenue Salem WI 53168-9346

Contact: Alex Skowron

Phone: 847-910-3462

E-Mail: alex@snsdesignltd.com

DESIGNER: Alex Skowron

SERVICES: Lighting Production Design

TERM: From Effective Date to day after last show of Tour.

START DATE: October 1st, 2015

FEES:

A. Sr. DIRECTOR FEE	\$ 5000.00	PER WEEK / BILLED WEEKLY
B. Ass. DIRECTOR FEE	\$ 3,000.00	PER WEEK / BILLED WEEKLY
C. DESIGN FEE	\$ 50,000.00	
D. PER DIEM ("PD")	\$ 40.00	DAILY IN NORTH AMERICA
	\$ 50.00	DAILY OUTSIDE NORTH AMERICA
E. PRE-TOUR ADVANCE FEE	\$ 2500.00	PER WEEK
F. PROGRAMMING FEE	\$ 5000.00	PER WEEK
G. EDITING FEE	\$ 3500.00	PER WEEK
H. FOH CONTROL RENTAL	\$ 3800.00	PER WEEK
INITIAL PAYMENT:	\$ 50,000.00	DUE UPON EXECUTION (design fee)

THIS AGREEMENT is made as of the 1st day of October 2015 ("Effective Date") by and between S&S and Company, together with all of its related and affiliated entities.

WHEREAS, S&S has agreed to supply the Services and Director(s) to the Company on the terms and conditions set forth below.

IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions.

- 1.1 "Rehearsal" shall mean a non-public musical performance by Artist for the purposes of rehearsal
- 1.2 "Show" shall mean a concert or other musical performance by Artist.
- 1.3 "Tour" shall mean the series of Rehearsals and Shows.
- 1.4 "Editing/Programming" shall mean the editing and/or creation of video cues and/or programming of lighting cues in order to make it show specific and follow the musical timeline.
- 1.5 "Inactive Period" shall mean the aggregate number of days and/or weeks during which no Rehearsals or Shows take place between confirmed legs of the Tour and the Director is not required to work.
- 1.6 "Working Period" shall mean the aggregate number of days and/or weeks during which a Director is working on or dealing with matters connected with Rehearsals, Shows, the Tour generally or otherwise available at reasonable times to deal with matters such as "advancing," attending meetings, dealing with queries and other matters related to the Rehearsals, Shows or the Tour generally, while not On the Road.
- 1.7 "On the Road" and "Touring Period" shall mean any time that the Director is not working in the Milwaukee area (no more than 50 miles from Milwaukee, Wisconsin), which shall include travel time.
- 1.8 "Territory" shall mean world-wide.

2. Services.

- 2.1 S&S will furnish services of a Director, or more than one Director if required, in connection with the Tour and any and all Rehearsals and/or promotional appearances prior to and/or during the Tour at dates, times and locations as Company may reasonably request during the Term (the "Services").
- 2.2 Subject to the reasonable direction and supervision of Company, S&S agrees to furnish Services on a non-exclusive basis throughout the "Territory" of a Lighting/Media Director in connection with Artist's performances at such times and places as Company shall agree with S&S during the Term.
- 2.3 S&S agrees that a Director shall appear at Rehearsals and each and shall render all of the Services of a Director to the best of his ability. For the avoidance of

doubt Director shall not be required to render any other services than those of Lighting/Media Director.

- 2.4 S&S will perform editing or programming as defined in their Agreement for Company and Artist.
- 2.5 S&S will inform the Company and receive written approval before any additional services or billing, beyond the agreed fee, are incurred.

3. Payment.

- 3.1 During the Term the Company agrees to pay S&S as full and complete compensation for the services of the Director(s) the amounts listed on page 1 Each payment is to be pro-rated (if applicable) in each instance on the basis of a seven (7) day week.
- 3.2 All amounts shall be paid in U.S. Dollars via wire transfer to an account designated by S&S from time to time.
- 3.3 The appropriate salary, as designated above, shall be paid weekly in arrears during the Term. PD's will be paid in cash in advance at the start of each week of the Tour.
- 3.4 S&S reserves the right to suspend release of deliverable if payments are delayed beyond these terms unless mutually agreed in writing. S&S shall not be held liable for any project delays if payments are not received in a timely manner.
- 3.5 If payments to S&S are over thirty (30) days past due, a late fee of \$50.00 plus interest at the rate of one and one half % (1 ½) per month shall be assessed.
- 3.6 If S&S has to commence collection proceedings for past due payments, Company shall also be liable for reasonable attorneys' fees and costs.
- 3.7 The Initial Payment due upon execution of this Agreement is non-refundable.

4. Transport, Accommodation and Expenses.

- 4.1 Company agrees to arrange, provide and be responsible for reasonable airline transportation (which shall be Business class transportation on American Airlines) and lodging arrangements (which shall be no less than five (5) star or equivalent king size rooms) for Director(s) while Director(s) is "On the Road" for the Tour. Company agrees to arrange, provide and be responsible for reasonable ground transportation during all Touring Periods or part thereof as reasonably needed to carry out Director's duties and Services.
- 4.2 Company shall provide and pay for the use of any technical equipment/gear that Director may reasonably require during all Working Periods, the Tour or part thereof as reasonably needed to carry out Director's duties and Services.
- 4.3 Company shall pay for the use of any internet, telephone (local, long distance, international), fax and documentation that Director may reasonably require during all Working Periods, the Tour or part thereof as reasonably needed to carry out Director's duties and Services.

- 4.4 In the event that it is necessary for a Director to arrange his own transportation and lodging, Company will reimburse Director, on demand, for all reasonable and necessary transportation and lodging expenses.
- 4.5 Except as provided above, S&S shall be responsible for all other expenses of Director(s).
- 4.6 All reimbursable expenses are due net thirty (30) days from submittal of invoices, and shall be subject to an interest charge at the rate of 1 1/2% per month after thirty (30) days.

5. Termination.

- 5.1 Notwithstanding anything to the contrary contained herein, Company shall, in addition to any other rights or remedies available to it, have the right to terminate this Agreement with or without Proper Cause (as defined below) by sending written notice to S&S at any time.
- 5.2 In the event Company terminates this Agreement for any reason other than Proper Cause and provides S&S less than six (6) weeks prior notice of such termination, Company shall pay S&S the sum equal to the greater of:
 - 5.2.1 Minimum compensation Director would have otherwise earned during the six (6) week period immediately subsequent to the date of Company's such notice to S&S; or
 - 5.2.2 Fifty percent (50%) of the minimum compensation Director would have otherwise earned for the remaining original Term of the agreement, so long as Director fully performed all of his obligations hereunder in accordance with the terms and provisions hereof prior to the date of termination.
- 5.3 As used herein, the Term "Proper Cause" shall mean either:
 - 5.3.1 Director's material failure, refusal, neglect or inability (for reasons other than illness or "force majeure" causes) to render services or to fulfill any material obligation hereunder as, when, and in the manner required.
 - 5.3.2 Director's indictment or conviction for any serious felony.
- 5.4 Upon the expiration of this Agreement for any reason whatsoever, all equipment and wardrobe items provided to Director by Company or on its behalf, other than such materials purchased directly by S&S on behalf of the Company shall be promptly returned to Company in reasonable working order (reasonable wear and tear excepted). All S&S equipment shall be returned to S&S by the Company in good working order (reasonable wear and tear excepted).
- 5.5 S&S shall have the right to terminate the Term hereof upon no less than six (6) weeks prior written notice. In such event, Director shall continue to render all services hereunder for such notice period upon the expiration of which the Term hereof shall expire.

6. Intellectual Property.

- 6.1 All concepts, ideas, design elements and Services (including but not limited to the color scheme, cueing, directions, focusing of the light and videos) shown on any technical drawings or any other documentation video or film (collectively "Materials") are the exclusive intellectual property of S&S Design, Ltd. The Company is hereby granted a temporary license to use the Materials for this Tour only pursuant to this Agreement. Any other use is prohibited, unless express written permission has been granted by S&S Design, Ltd., which may include additional consideration to be paid to S&S for such permission and license to use the Materials after the Term of this Agreement.

7. Confidentiality.

- 7.1 S&S hereby acknowledges that Artist's privacy is highly valued and that all efforts are made to maintain confidentiality with respect to Confidential Information (as defined below). S&S acknowledges that it may have access to Confidential Information during the Term of this agreement. In connection with the foregoing, S&S expressly covenants and agrees as follows:

7.1.1 S&S shall not disclose or communicate to any third party any of the following: (i) any confidential communications between Artist and/or any representative of Artist (a "Representative") on the one hand, and any representative of S&S on the other hand, regarding Artist; (ii) any act or omission by Artist or a Representative; (iii) any information contained in or concerning any agreement entered by Artist or a Representative, including this agreement and any more formal engagement agreement; and (iv) any other information relating, directly or indirectly, to Artist, a Representative or S&S's engagement, which (x) is of the type ordinarily or customarily treated as confidential by artists in the music industry, or (y) S&S is advised by Artist or a Representative is confidential, or (z) a reasonable and prudent person would understand or assume to be confidential information. All of the communications, agreements, acts, omissions and other information described in this paragraph are herein collectively referred to as "Confidential Information," and the definition thereof is to be liberally construed in favor of Artist. Without limiting the generality of the foregoing, "Confidential Information" shall include all information and material concerning Artist and Artist's business, professional and personal life, other than information publicly disclosed by Artist or by a representative on Artist's behalf or that which is in the public domain.

7.1.2 Without limiting the generality of paragraph 8.1.1 above, S&S agrees that it shall not do any of the following: (i) provide, directly or indirectly, orally or in writing, any information concerning Artist, a Representative or Your engagement, to any reporter, writer, investigator or the like (whether or not intended for publication or broadcast); (ii) grant any interview or contribute to any book, program, article or other form of report or communication concerning Artist, a Representative or S&S's engagement; or (iii) confirm or deny any rumor, claim, allegation, assertion, speculation, statement, event, act, occurrence, omission or other matter or information of any kind regarding or involving Artist, whether or not true or false, public or private, and whether or not the same constitutes Confidential Information. S&S shall not at any time take

any action, or make any remarks orally or in writing, that may harm or disparage Artist's reputation.

7.1.3 S&S agrees that Confidential Information shall be accorded the maximum benefits and protection available under the law with respect to protectable trade secrets, matters protected by rights of privacy and/or publicity, and confidential information and other proprietary matter, and nothing set forth herein shall be construed to limit or waive any remedies (at law or in equity) to which Artist may be entitled under applicable law arising out of or relating to the unauthorized disclosure of such Confidential Information; all of Artist's rights and remedies with respect thereto are hereby expressly reserved. If required by legal process to disclose certain Confidential Information or any materials described in this paragraph 8 hereof, you agree to notify Company and Artist immediately, and, in all events, you shall only disclose such portion of the Confidential Information or such materials, as the case may be, as is strictly required by such legal process narrowly and strictly construed (or as required by court order), and shall redact all other information.

7.1.4 Except as provided in § 7.1.6 S&S agrees not to take or to disseminate or disclose to anyone at any time: (i) any photographs or other likenesses (including all negatives, prints and copies) of Artist; (ii) musical compositions written by Artist; (iii) any of the Subject Materials (and all prints and copies thereof); and (iv) documents, agreements, correspondence, and any other materials relating to Artist's business, professional or personal affairs (whether prepared by You or otherwise coming into your possession). All of the foregoing material is and shall remain the sole and exclusive property of Company or Artist, as the case may be, and shall not be removed or copied by you without Company's prior consent. Upon termination of this agreement S&S shall immediately return to Artist all of the foregoing material which has come into its possession during the Term.

7.1.5 S&S expressly acknowledges and agrees that the breach of any provision of this agreement shall necessarily result in irreparable injury to Artist for which no adequate remedy is available at law and which is not fully compensable in money damages alone, and that Artist shall, therefore, in the event of any such breach or threat thereof, be entitled to injunctive (and other equitable) relief as may be necessary to prevent, remedy and/or mitigate the adverse effects of such breach or threat thereof, in addition to any legal remedies, such as damages to which Artist may be entitled.

7.1.6 S&S shall have the right to use the name, likeness, or performances of Artist (including, without limitation, any photographs of Artist) for the purpose advertising the services of S&S.

7.2 The Company hereby acknowledges that it may have access to Confidential Information of S&S during the Term of this Agreement, and the Company expressly covenants and agrees that it will not disclose or communicate to any third party any of S&S's Confidential Information. Without limiting the generality of the foregoing "Confidential Information" shall include all information and material concerning S&S's business, designs and production materials, other than information already in the public domain.

8. Warranties.

- 8.1 S&S represents and warrants that:
- 8.1.1 It has the right to enter into this agreement, to grant all rights herein granted, and perform all acts herein undertaken;
 - 8.1.2 Any Director provided to Company is at least eighteen (18) years of age;
 - 8.1.3 The exercise and exploitation of the rights and materials herein granted or conveyed will not violate or infringe upon the rights of any other person, firm or corporation; and
 - 8.1.4 S&S shall indemnify, defend and hold Company and Artist harmless from and against any and all claims, liabilities, damages, costs and expenses (including reasonable legal fees) in connection with any claim relating to acts or omissions of S&S or which is inconsistent with any warranty, representation or agreement made by S&S hereunder.
 - 8.1.5 The officer of S&S signing this Agreement has the express written authority to enter into this Agreement and bind S&S.
- 8.2 Company represents and warrants that:
- 8.2.1 It has the right to enter into this agreement, to grant all rights herein granted, and perform all acts herein undertaken;
 - 8.2.2 The exercise and exploitation of the rights and materials herein granted or conveyed will not violate or infringe upon the rights of any other person, firm or corporation; and
 - 8.2.3 Company shall indemnify, defend and hold S&S and Director (s) harmless from and against any and all claims, liabilities, damages, costs and expenses (including reasonable legal fees) in connection with any claim relating to acts or omissions of Company or Artist or which is inconsistent with any warranty, representation or agreement made by Company hereunder.
 - 8.2.4 The officer of the Company signing this Agreement has the express written authority to enter into this Agreement and bind the Company.

9. Status.

- 9.1 In entering into this Agreement, and in providing Services pursuant hereto, S&S agrees that a Director shall have the status of an independent contractor and nothing herein contained shall contemplate or constitute a Director as an agent, employee or partner of the Company. Neither party hereto shall hold itself out contrary to the terms of this paragraph, and neither Company nor S&S shall become liable for any representation, act or omission of the other contrary to the provisions hereof.

9.2 This Agreement shall not, in any way, be construed to create a partnership or any other joint undertaking or venture between the parties hereto, and neither party shall be liable for any representation, act or omission of the other.

10. Third Party Billing.

10.1 All services hereunder are contracted directly between S&S and the Company. In the event that Director performs any services in relation to any Rehearsal, Show or otherwise during the Term (including any extension thereof) or any further services performed at the request of the Artist or the Company, the Company shall pay S&S accordance with Clause 3 above. Company hereby warrants and confirms that in the event a Director is required to provide services where a third party has agreed to pay any fees related to the provision of those services, the Company shall remain liable to S&S for any and all compensation due to S&S. The Company may be asked to pay S&S and to seek any reimbursement for any payments from such third party.

11. Subcontractors / Assignment.

11.1 S&S may use independent contractors to provide Services as Directors on behalf of S&S. Neither party may assign this entire Agreement or its rights or obligations hereunder without written approval of the other party.

12. Notices.

12.1 The respective addresses of S&S and Company for all purposes of this agreement shall be as set forth on the first page hereof until notice of a new address shall be duly given. Any notice hereunder shall be in writing and shall be delivered by certified mail, postage prepaid, return receipt requested, by overnight delivery service, or by e-mail to the address set forth on the first page hereof, with proof of delivery received.

13. Exclusions.

13.1 S&S Hereby represents that it is responsible for the visual design concepts only, and all drawings and documents furnished by S&S are representations of design concepts. Final construction drawings must be either verified and stamped by, or produced by licensed structural and electrical engineers, if so required. S&S shall not be responsible for services normally within the scope of the architectural, structural, mechanical or electrical engineering disciplines, including but not limited to structural supports, wiring, ventilation, circuiting and applicable local, national or situational code compliance.

14. Miscellaneous.

14.1 This agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and cannot be changed or terminated, except by an instrument signed by an officer of Company and by an officer of S&S. Those provisions of any applicable collective bargaining agreement which are required to be included in this agreement shall be deemed incorporated herein.

14.2 This agreement has been entered into in the State of Wisconsin, and the validity, interpretation and legal effect of this agreement shall be governed by the laws of the State of Illinois applicable to contracts entered in and performed entirely

within such State. The courts of Kenosha County, Wisconsin shall have sole and exclusive jurisdiction of any controversies regarding this Agreement; and, any action or other proceeding which involves such a controversy will be brought in the courts located within such State.

14.3 The invalidity or unenforceability of any provision hereof, as determined by a court, shall not affect the validity or enforceability of any other provision in this Agreement.

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

By: _____
Name: _____
Title: _____

S&S Design, Ltd.

By: 
Alex Skowron, Owner

S&S DESIGN, LTD.
8924 236TH AVENUE
SALEM, WI
53168-9346

PHONE: (847) 910-3462
EMAIL: ALEX@SNSDESIGNLTD.COM

S&S Design, Ltd.

Lighting / Scenic / Video

INVOICE

NPG Music & Touring
718 Main Street, Suite 200
Suisun City, CA 94585

YOUR ACCOUNT NO.	INVOICE DATE	INVOICE NO.
P15	01-Oct-15	100115

Item:	Prince World Tour 2015	Total USD
Lighting design fee		\$50,000.00
Any invoice queries MUST be made within 7 days from date of invoice. All Invoices are subject to S&S Design Standard Terms and Conditions. All Invoices 30 days past due will incur a 20% late fee. Our Bank Details: Bank of America Account # 291007407224 Routing # 071000505		Sub Total \$50,000.00
TERMS	upon receipt	DUE DATE
		TOTAL USD \$50,000.00

REMITTANCE ADVICE

PLEASE RETURN THE REMITTANCE ADVICE WITH YOUR PAYMENT

YOUR ACCOUNT No.	INVOICE DATE:	INVOICE No.

CUSTOMER PAYMENT DETAILS	TERMS	DUE DATE	TOTAL DUE

From: ALEX SKOWRON [alex@snsdesignltd.com]
Sent: 9/8/2016 11:00:11 PM
To: Rehbein, Michelle [Michelle.Rehbein@stinson.com]
Subject: Re: Outstanding Invoice
Attachments: PastedGraphic-5.pdf

Hi Michelle,

I was never returned a signed copy, I pursued the non payment issue into December of last year and then pretty much gave up on it. Then out of the blue in late April I got a call from NPG Music inquiring if the invoice was still outstanding and if I could supply some sort of support/documentation to get paid. I sent them the same file I sent your office, and never heard back. A few weeks ago I started inquiring as to the status of the matter and was told everything was forwarded to your office. This is when I Initially got in touch with Cate Young and then Linda Nelson.

There was a link to a video file which Linda had issues viewing, please let me know if I need to resend.

Thank you.

On Sep 6, 2016, at 3:28 PM, Rehbein, Michelle <Michelle.Rehbein@stinson.com> wrote:

Hi Alex,

Thank you for your email. Can you send to me a copy of the fully signed Lighting Production Agreement? The copy I have on file only has your signature on it; do you have a copy with all the signatures?

Thank you,
Michelle

Michelle L. Rehbein | Partner | Stinson Leonard Street LLP
150 South Fifth Street, Suite 2300 | Minneapolis, MN 55402
T: 612.335.1638 | M: 612.747.8130 | F: 612.335.1657
michelle.rehbein@stinson.com | www.stinson.com
Legal Administrative Assistant: Miriam Hermes | 612.335.1895 | miriam.hermes@stinson.com

From: ALEX SKOWRON [<mailto:alex@snsdesignltd.com>]
Sent: Friday, September 02, 2016 8:04 PM
To: Rehbein, Michelle
Subject: Re: Outstanding Invoice

Hi Michelle,

Thank you for the quick response, it's been quite frustrating dealing with NPG Music, you can leave all the voice messages and e-mail's you want but you can't make someone reply.

EXHIBIT B

I tried calling your office and left you a vm, please let me know if there anything else I need to do on my end.

Enjoy your weekend and I hope to speak with you next week.

On Aug 31, 2016, at 5:03 PM, Rehbein, Michelle <Michelle.Rehbein@stinson.com> wrote:

Dear Mr. Skowron:

Thank you for sending this information to us. I understand you've spoken with Linda in our office today.

We represent Bremer Trust as Special Administrator of the Estate of Prince Rogers Nelson. Please see the attached Amended Notice of Formal Appointment of Special Administrator and Notice to Creditors (Intestate) and the attached Certificate of Representation.

We have on file your invoice 100115 dated October 1, 2015 in the amount of \$50,000. We also have on file your Lighting Design Production Agreement, though the copy we have is signed by you and not by any representative from NPG Music & Touring. Do you have a fully signed copy that you could send to me?

Your invoice is under review by an operations team familiar with the industry and the decedent's work; if they have questions I will pass that on to you.

We appreciate your patience with this process, and I look forward to getting this resolved as soon as practicable.

Sincerely,
Michelle

Michelle L. Rehbein | Partner | Stinson Leonard Street LLP
150 South Fifth Street, Suite 2300 | Minneapolis, MN 55402
T: 612.335.1638 | M: 612.747.8130 | F: 612.335.1657
michelle.rehbein@stinson.com | www.stinson.com
Legal Administrative Assistant: Miriam Hermes | 612.335.1895 | miriam.hermes@stinson.com

This communication (including any attachments) is from a law firm and may contain confidential and/or privileged information. If it has been sent to you in error, please contact the sender for instructions concerning return or destruction, and do not use or disclose the contents to others.

EXHIBIT B

CONFIDENTIAL

BTNA0012806

From: ALEX SKOWRON [<mailto:alex@snsdesignltd.com>]
Sent: Wednesday, August 31, 2016 9:33 AM
To: Nelson, Linda
Cc: askowron@snsdesignltd.com
Subject: Fwd: Outstanding Invoice

Begin forwarded message:

From: ALEX SKOWRON <alex@snsdesignltd.com>
Subject: Fwd: Outstanding Invoice
Date: August 15, 2016 at 1:23:43 PM CDT
To: cate.young@stinson.com

Hello Cate,

Hope this finds you well. I'm contacting you regarding outstanding invoices from NPG Music. Tia Williams Sion contacted me back in May and requested support for the invoices which I provided for her. However, I still have not heard back from anyone regarding this matter. I've included the email I sent with the attached support, please let me know you have received this email and were able to open and view the attached documents. I look forward to hearing back from you.

Regards,

Begin forwarded message:

From: ALEX SKOWRON <alex@snsdesignltd.com>
Subject: Re: Outstanding Invoice
Date: May 6, 2016 at 11:52:20 AM CDT
To: Tia Williams Sion <tia@npgmusicpublishing.com>

Hi Tia... Pleasure speaking with you also... Below are a few things showing the extent of work put into the production design for the tour as well as rehearsals. I've included the production design presentation, quotes that were obtained from vendors, e-mail discussions with european vendors, a sample of airline, hotel and car rental invoices for staff, and an email showing my flight to Minniapolis for a meeting 10/1.

I have an e-mail folder filled with 82 mails from 8/27/15, which was the day I was contacted about the gig, till 10/29 which encompass everything from Paisley Park dance parties to the tour to the acrylic band gear he wanted outfitted with l.e.d. lighting, not to mention countless phone call and texts... as time was of the essence I had multiple people working on different aspects of the production.

The show was in the can, everything lighting and video related was programmed for 32 songs and ready to go into rehearsals/tour... I put five weeks into this project along with two colloquies who worked on it for three weeks each.

EXHIBIT B

I've included a short movie showing virtual lighting and video cueing for HARDROCKLOVER, one of the songs which was programmed sometime during the second week of Oct in our studio via ESP Vision, a state of the art virtual programming software. This allowed us to program the show in a virtual 3d world and have it ready for rehearsals with no need for an actual lighting or video system. **please use hightail link sent separately.**

Please confirm you've received, were able to open and view the attachment and the movie file sent via hightail.

Please let me know if this will suffice and keep me posted on how to proceed.

Thank you!

On May 5, 2016, at 2:52 PM, Tia Williams Sion <tia@npgmusicpublishing.com> wrote:

Hi Alex,

It was very nice speaking with you today. Can you please forward any support for the invoice 100115?

I am working with his estate to make sure that any outstanding bills are addressed.

Regards,
Tia

EXHIBIT B

<0050 Amended Notice of Formal Appointment of Special Administrator and N....pdf><0007 Certificate of Representation SLS.PDF>

EXHIBIT B