
**STATE OF MINNESOTA
COUNTY OF CARVER**

**DISTRICT COURT
PROBATE DIVISION
FIRST JUDICIAL DISTRICT**
Court File No. 10-PR-16-46

In Re: Estate of Prince Rogers Nelson,

**CONFIDENTIALITY AND
PROTECTIVE ORDER**

Decedent.

Upon the attached Confidentiality Stipulation by and among Petitioner Roc Nation LLC, for itself and on behalf of its affiliated organizations, Wimp Music AS and Aspiro AB (collectively, “Petitioner”), on the one hand, and Bremer Trust, N.A., in its role as Special Administrator (the “Special Administrator”) of the Estate of Prince Rogers Nelson (the “Estate”), on the other hand (together, the “Parties”), the Court hereby makes the following Confidentiality and Protective Order:

ORDER

1. This Order shall govern all Discovery Material (as defined herein) produced or disclosed amongst the Parties and designated in accordance with the procedures set forth herein and is binding upon the Parties to the attached Confidentiality Stipulation.
2. “Discovery Material,” as used herein, shall include any document, deposition testimony, electronic data, interrogatory response, expert report or other information disclosed or produced by or on behalf of the Parties to one another in this proceeding. The Parties’ exchange of confidential and highly confidential discovery material in the copyright infringement action styled *NPG Records, Inc. and NPG Music Publishing, LLC v. Roc Nation*

LLC and Aspiro AB (Case No. 0:16-cv-03909-JRT-FLN) currently pending in the United States District Court for the District of Minnesota (the “Copyright Infringement Action”) shall be the subject of a separate stipulation between the Parties and presented to that court.

3. Petitioner and the Special Administrator shall abide by the terms of any confidentiality provisions that exist within any previously executed agreements between those entities in the Discovery Material, with the minimal exceptions below.
4. The Parties to the attached Confidentiality Stipulation may designate as confidential any Discovery Material to be included in the production, so long as the designating Party believes in good faith that the material falls within the scope of Rule 26.03(g) of the Minnesota Rules of Civil Procedure.
5. Petitioner has designated as highly confidential the “Equity Term Sheet” and any third-party or internal agreements that require highly confidential treatment (the “Highly Confidential Discovery Material”). The Highly Confidential Discovery Material (a) shall be designated as highly confidential by marking each page thereof as “HIGHLY CONFIDENTIAL” and (b) shall be accessed only by the Parties’ legal counsel of record in this proceeding. If the contents of any Highly Confidential Discovery Material are relevant to a court filing in this proceeding, the Party making the filing would seek to file the Highly Confidential Discovery Material solely for *in camera* review. Should this Court require Highly Confidential Discovery Material to be filed on the docket, the Parties will seek filing under seal. If filing under seal is not permitted, then the Parties will agree in good faith on redactions to the relevant document prior to filing on the public docket.

6. For the avoidance of doubt, paragraphs 7, 8 and 9 hereof shall not apply to the Highly Confidential Discovery Material.
7. Absent the prior written consent of the designating Party or a Court Order, the Parties shall not disclose Discovery Material that has been designated as confidential by the other Party except as follows:
 - a) For the Parties to prosecute or defend the Petition of Petitioner for Allowance of Claim and Additional Relief currently pending before this Court;
 - b) For the Parties to prosecute or defend any current or future civil or criminal proceedings related to this proceeding, the Estate administration, or the Discovery Material (with the exception of the Copyright Infringement Action which, as noted above, shall be the subject of a separate stipulation between the Parties and presented to that court);
 - c) Where the Special Administrator is required to provide redacted documents (or the relevant portions thereof) to third-parties solely as part of due diligence on Court-approved agreements to which the contracting parties are subject to non-disclosure agreements substantially similar to that set forth in Exhibit A attached hereto;
 - d) In connection with the Special Administrator's fiduciary duties to the Estate, solely as ordered by the Court;
 - e) For a Party to respond to public statements about the relationship between the Decedent and Decedent's entities and Petitioner made by the other Party; and
 - f) To comply with a legitimate order of a court or request from a governmental agency.
8. If a Party must disclose confidential Discovery Material in connection with paragraph 7(a)-(f)

above or file confidential Discovery Material with a state or federal court, the disclosing party shall (a) provide counsel for the party that produced the confidential Discovery Material at issue with as much notice as reasonably practical, and in no event less than one full business day's written notice; and (b) produce no greater confidential Discovery Material than is necessary, including by producing redacted documents to the extent practical. Each Party agrees not to oppose any reasonable motion by the other Party to keep confidential Discovery Material under seal in the event it must be filed with a state or federal court.

9. If a Party engages an expert or consultant in connection with paragraphs 7(a)-(f) above, such expert or consultant shall agree in writing to a confidentiality assurance substantially in the form of Exhibit B attached hereto before receiving Discovery Material designated as confidential by a Party that did not retain the expert or consultant.
10. If a Party disagrees with a designation of Discovery Material as confidential or highly confidential, or disputes the access (or limitations thereon) to be accorded such Discovery Material under this Order or the attached Confidentiality Stipulation, such Party shall provide the designating Party with written notice of its disagreement and specifically identify the Discovery Material and/or restriction on access in dispute. If, despite the Parties' good faith efforts, the dispute cannot be resolved informally, the Parties shall submit such dispute to the Court. Pending the Court's ruling, the Discovery Material shall continue to be treated as confidential. A Party is not obligated to challenge the propriety of a confidentiality designation at the time made, and failure to do so shall not preclude a subsequent challenge thereto. The obligations of this Order or the attached Confidentiality Stipulation shall not apply to

Discovery Material that is generally available to and known by the public (other than as a result of its disclosure in violation of this Stipulation).

11. Neither this Order or the attached Confidentiality Stipulation nor any Party's designation of Discovery Material as confidential or highly confidential shall affect the admissibility into evidence of the Discovery Material so designated.
12. Nothing contained in this Order or the attached Confidentiality Stipulation, or any confidentiality designation hereunder or any failure to make such designation, shall be used or characterized by any Party as an admission by a Party or a Party opponent.
13. Nothing in this Order or the attached Confidentiality Stipulation is intended to constitute an agreement regarding the scope of discovery. This Stipulation shall be without prejudice to any application for relief from, or modification of, the provisions hereof, or to any other applications relating to the production, exchange, or use of any Discovery Material; provided, however, that no such applications shall be made after entry of a final judgment or settlement.
14. All provisions of this Stipulation restricting the use of Discovery Material that has been designated confidential shall continue to be binding after the conclusion of the matters between the Parties, unless the Parties agree otherwise in writing. Upon the conclusion of all matters between the Parties, all Discovery Material that has been designated confidential or highly confidential, and any and all copies thereof, shall be returned within thirty (30) days to counsel for the designating party or shall be destroyed.

BY THE COURT

Dated: _____

Kevin W. Eide
Judge of District Court

CONFIDENTIALITY STIPULATION AND [PROPOSED] PROTECTIVE ORDER

Petitioner Roc Nation LLC, for itself and on behalf of its affiliated organizations, Wimp Music AS and Aspiro AB (collectively, "Petitioner"), on the one hand, and Bremer Trust, N.A., in its role as Special Administrator (the "Special Administrator") of the Estate of Prince Rogers Nelson (the "Estate"), on the other hand (together, the "Parties"), stipulate and agree, pursuant to Rule 26 of the Minnesota Rules of Civil Procedure, to the following Stipulation governing the production of documents between the Parties:

1. This Stipulation shall pertain to all Discovery Material (as defined herein) produced or disclosed amongst the Parties and designated in accordance with the procedures set forth herein and is binding upon the Parties.
2. "Discovery Material," as used herein, shall include any document, deposition testimony, electronic data, interrogatory response, expert report or other information disclosed or produced by or on behalf of the Parties to one another in the Probate Court Matter (as defined below). The Parties' exchange of confidential and highly confidential discovery material in the copyright infringement action styled *NPG Records, Inc. and NPG Music Publishing, LLC v. Roc Nation LLC and Aspiro AB* (Case No. 0:16-cv-03909-JRT-FLN) currently pending in the United States District Court for the District of Minnesota (the "Copyright Infringement Action") shall be the subject of a separate stipulation between the Parties and presented to that court.
3. Petitioner and the Special Administrator agree to abide by the terms of any confidentiality provisions that exist within any previously-executed agreements between those entities in the Discovery Material, with the minimal exceptions below.
4. The Parties to this Stipulation may designate as confidential any Discovery Material to be included in the production, so long as the designating Party believes in good faith that the material falls within the scope of Rule 26.03(g) of the Minnesota Rules of Civil Procedure.
5. Petitioner designates as highly confidential the "Equity Term Sheet" and any third-party or Internal agreements that require highly confidential treatment (the "Highly Confidential Discovery Material"). The Highly Confidential Discovery Material (a) shall be designated as highly confidential by marking each page thereof as "HIGHLY CONFIDENTIAL" and (b) shall be accessed only by the Parties' legal counsel of record in the Probate Court Matter (as defined below). If the contents of any Highly Confidential Discovery Material are relevant to a court filing in the Probate Court Matter, the Party making the filing would seek to file the Highly Confidential Discovery Material solely for *in camera* review. Should the court in the Probate Court Matter require Highly Confidential Discovery Material to be filed on the docket, the Parties will seek filing under seal. If filing under seal is not permitted, then the Parties will agree in good faith on redactions to the relevant document prior to filing on the public docket.
6. For the avoidance of doubt, paragraphs 7, 8 and 9 hereof shall not apply to the Highly Confidential Discovery Material.

7. Absent the prior written consent of the designating Party or a Court Order, the Parties shall not disclose Discovery Material that has been designated as confidential by the other Party except as follows:
 - a) For the Parties to prosecute or defend the Petition of Petitioner for Allowance of Claim and Additional Relief currently pending before Judge Kevin W. Eide of the Carver County, Minnesota Courthouse, First Judicial District (the "Probate Court Matter");
 - b) For the Parties to prosecute or defend any current or future civil or criminal proceedings related to the Probate Court Matter, the Estate administration, or the Discovery Material (with the exception of the Copyright Infringement Action which, as noted above, shall be the subject of a separate stipulation between the Parties and presented to that court);
 - c) Where the Special Administrator is required to provide redacted documents (or the relevant portions thereof) to third-parties solely as part of due diligence on Court-approved agreements to which the contracting parties are subject to non-disclosure agreements substantially similar to that set forth in Exhibit A attached hereto;
 - d) In connection with the Special Administrator's fiduciary duties to the Estate, solely as ordered by the Court;
 - e) For a Party to respond to public statements about the relationship between Prince and Prince entities and Petitioner made by the other Party; and
 - f) To comply with a legitimate order of a court or request from a governmental agency.
8. If a Party must disclose confidential Discovery Material in connection with paragraph 7(a)-(f) above or file confidential Discovery Material with a state or federal court, the disclosing party shall (a) provide counsel for the party that produced the confidential Discovery Material at issue with as much notice as reasonably practical, and in no event less than one full business day's written notice; and (b) produce no greater confidential Discovery Material than is necessary, including by producing redacted documents to the extent practical. Each Party agrees not to oppose any reasonable motion by the other Party to keep confidential Discovery Material under seal in the event it must be filed with a state or federal court.
9. If a Party engages an expert or consultant in connection with paragraphs 7(a)-(f) above, such expert or consultant shall agree in writing to a confidentiality assurance substantially in the form of Exhibit B attached hereto before receiving Discovery Material designated as confidential by a Party that did not retain the expert or consultant.
10. If a Party disagrees with a designation of Discovery Material as confidential or highly confidential, or disputes the access (or limitations thereon) to be accorded such Discovery Material under this Stipulation, such Party shall provide the designating Party with written

notice of its disagreement and specifically identify the Discovery Material and/or restriction on access in dispute. If, despite the Parties' good faith efforts, the dispute cannot be resolved informally, the Parties shall submit such dispute to the Court. Pending the Court's ruling, the Discovery Material shall continue to be treated as confidential. A Party is not obligated to challenge the propriety of a confidentiality designation at the time made, and failure to do so shall not preclude a subsequent challenge thereto. The obligations of this Stipulation shall not apply to Discovery Material that is generally available to and known by the public (other than as a result of its disclosure in violation of this Stipulation).

11. Neither this Stipulation nor any Party's designation of Discovery Material as confidential or highly confidential shall affect the admissibility into evidence of the Discovery Material so designated.
12. Nothing contained in this Stipulation, or any confidentiality designation hereunder or any failure to make such designation, shall be used or characterized by any Party as an admission by a Party or a Party opponent.
13. Nothing in this Stipulation is intended to constitute an agreement regarding the scope of discovery. This Stipulation shall be without prejudice to any application for relief from, or modification of, the provisions hereof, or to any other applications relating to the production, exchange, or use of any Discovery Material; provided, however, that no such applications shall be made after entry of a final judgment or settlement.
14. All provisions of this Stipulation restricting the use of Discovery Material that has been designated confidential shall continue to be binding after the conclusion of the matters between the Parties, unless the Parties agree otherwise in writing. Upon the conclusion of all matters between the Parties, all Discovery Material that has been designated confidential or highly confidential, and any and all copies thereof, shall be returned within thirty (30) days to counsel for the designating party or shall be destroyed.

Dated: January 3, 2017

ROC NATION LLC

By:



Christina Suarez
1411 Broadway, 39th Floor
New York, New York 10018
Tel: (212) 292-8493

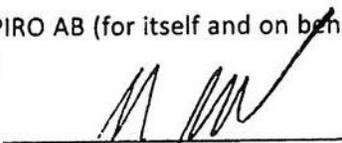
BREMER TRUST, NATIONAL ADMINISTRATION

By:

1100 West St. Germain Street
St. Cloud, MN 56302
Tel: 320-251-3300

ASPIRO AB (for itself and on behalf of WiMP Music AS)

By:



notice of its disagreement and specifically identify the Discovery Material and/or restriction on access in dispute. If, despite the Parties' good faith efforts, the dispute cannot be resolved informally, the Parties shall submit such dispute to the Court. Pending the Court's ruling, the Discovery Material shall continue to be treated as confidential. A Party is not obligated to challenge the propriety of a confidentiality designation at the time made, and failure to do so shall not preclude a subsequent challenge thereto. The obligations of this Stipulation shall not apply to Discovery Material that is generally available to and known by the public (other than as a result of its disclosure in violation of this Stipulation).

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Dated: January 3, 2017

ROC NATION LLC

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BREMER TRUST, NATIONAL ADMINISTRATION

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ASPIRO AB (for itself and on behalf of WiMP Music AS)

By: _____

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SO ORDERED:

Dated: January __, 2017

Kevin W. Eide
Judge of District Court