

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

FIRST JUDICIAL DISTRICT
PROBATE DIVISION

In Re:

Case Type: Special Administration
Court File No: 10-PR-16-46
Judge: Kevin W. EideEstate of Prince Rogers Nelson,
Decedent.

REDACTED
**DECLARATION OF L. LONDELL
MCMILLAN IN RESPONSE TO
COMERICA'S MOTION TO APPROVE
RESCISSION OF EXCLUSIVE
DISTRIBUTION AND
LICENSE AGREEMENT**

L. Londell McMillan hereby states and declares as follows:

1. I have been a business and entertainment law lawyer and recording industry representative for over twenty years. As this Court is aware, I was retained by and acted as an entertainment advisor to the Special Administrator, Bremer Trust ("Bremer") in connection with the Estate of Prince Rogers Nelson ("Estate"). After Bremer's term as Special Administrator ended, I was nominated by four of the six heirs to serve as their business advisor. I currently am active in such a role to Sharon, Norrine and John Nelson. I have personal knowledge of and am competent to testify to the facts stated here.

2. For more than a decade, I represented Prince Rogers Nelson ("Prince") as his lead counsel and then later as his business manager and partner. During our relationship, Prince and I became long-term friends. During my tenure with Prince, I handled some of Prince's most personal and private matters.

3. Since Comerica assumed its role as personal representative of the Estate in early February of 2017, Warner Brothers Records ("WBR") has sought to exploit Comerica's lack of entertainment knowledge and experience, by over reaching for rights it does not possess, and by

misleading the personal representative by wrongfully expanding the language of its 2014 Settlement Agreement with Prince.

4. On April 16, 2014, Prince entered into the WBR Settlement Agreement, which is a license agreement that [REDACTED]

[REDACTED] This Agreement was intended to be a resolution of Prince's prior and well-known disputes with WBR under those parties' prior agreements. A true and correct copy of the WBR Settlement Agreement is submitted herewith as Exhibit A, in redacted form.

5. I have reviewed the WBR Settlement Agreement, and I disagree with WBR's assertion that [REDACTED]

[REDACTED]

[REDACTED] Based upon my almost 30 years of entertainment industry experience, it is my opinion and belief that, under the WBR Settlement Agreement, [REDACTED]

[REDACTED]

6. It is also my opinion that WBR is aware that [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. As the Court is aware, the Estate entered into an exclusive licensing agreement with Universal Music Group (“UMG”) on or about January 31, 2017 (“UMG contract”). The terms of the UMG contract, in summary, gave UMG a license to distribute certain works of Prince [REDACTED]

[REDACTED]

[REDACTED] I maintain now, as I have at all times, that the terms that were represented to UMG in the UMG contract are contractually valid and enforceable.

8. I was one of the primary persons involved in negotiating the UMG contract. Due both to my long professional and personal relationship with Prince, even before I was an advisor to the Estate, I was contacted by various recording companies regarding entertainment deals related to the Estate. Almost immediately after Prince’s death, I was contacted by Michele Anthony (“Anthony”), Executive Vice President of UMG. Anthony expressed her condolences to me, as we had both worked jointly with Prince in the past. Anthony encouraged me to reach out to help the Estate, and she in fact agreed to serve as an unofficial supportive advisor to help the Estate. Attached hereto as Exhibit B is a true and correct copy of a letter from Anthony to Laura Krishnan at Stinson Leonard Street, LLP (“Stinson”).

9. As co-advisors to the Estate, Charles Koppelman (“Koppelman”) and I reached out to multiple recording companies to request proposals for the administration and distribution of all categories of Prince’s works, including UMG, BMG, and WBR.

10. I had multiple meetings in New York with Anthony acting on behalf of UMG. As part of those meetings, Anthony inquired about the rights of WBR and other recording companies to Prince’s recordings. I also communicated with Mark Cimino (“Cimino”), a current senior executive at UMG, who had previously been the head of business and legal affairs at WBR. Cimino had actually signed the 2014 WBR Settlement Agreement on behalf of WBR, and he indicated he was familiar with its terms, as well as the history of disputes and dealings between Prince and WBR. Anthony also informed me that she had discussions with Cimino regarding WBR rights, and she advised me regarding her understanding of the terms of the WBR Settlement Agreement. It is my understanding that Cimino did not disclose all of the details of the WBR 2014 Settlement Agreement, but he enthusiastically supported a deal between UMG and the Estate. Anthony affirmed UMG’s desire to obtain rights to Prince’s sound records and indicated her belief that the Estate and UMG could reach a deal regarding Prince’s vast sound recordings, past and present.

11. At my request, counsel for the Special Administrator provided me with a copy of the WBR Settlement Agreement. After I reviewed it, I also discussed it with Stinson, the Estate’s lawyers, in order to better understand its terms. Based on my review of the WBR Settlement Agreement, the 2014 press release regarding the WBR Settlement Agreement, and the input received from Stinson, it was and is my belief that [REDACTED]

[REDACTED]

12. While I was involved in negotiations with UMG, Koppelman and I also requested proposals from other recording companies for the release of Prince's recordings—including WBR. One of our first official acts as co-advisors to the Estate was to meet with WBR and request such a proposal. At no time did WBR ever indicate that the Estate would be prohibited from entering into an agreement with another recording company for [REDACTED]

13. As co-advisors, Koppelman and I divided the task of investigating lucrative recording deals for the Estate. We respectively met with various senior executives of recording companies who were also interested in Prince's music catalog. Due to my relationship with Prince, and Prince's strained relationship with WBR, Koppelman handled most of the contacts with WBR.

14. In addition to meeting with Anthony, I also met with Jeff Harleston, the General Counsel and Executive Vice President of Business and Legal at UMG. Via various meetings and conference calls, we negotiated the scope of the UMG contract.

15. Throughout my dealings with UMG, I repeatedly and consistently cautioned [REDACTED]
[REDACTED]
[REDACTED] In fact, the uncertainty [REDACTED] is what led me to recommend that the parties [REDACTED]
[REDACTED]
[REDACTED]

16. Despite my cautions about [REDACTED] [REDACTED] UMG continued to push enthusiastically for a deal. After the Estate and UMG entered into a publishing deal, UMG pushed even harder to reach a recording deal. UMG was aware that Koppelman and I were soliciting proposals from other recording companies.

17. In August 2016, I met with Anthony and Harleston, along with Lucian Grange, Chief Executive Officer and Chairman of UMG, and UMG executives Monte Lipman and Boyd Muir, in Los Angeles. During this meeting, we discussed several proposals, and after the meeting, we continued negotiations via email and phone conferences. Finally, on September 8, 2016, UMG provided the Estate with an official proposal for a recording deal.

18. Notably, the UMG contract was extensively reviewed by numerous lawyers, including entertainment lawyers acting on behalf of the Estate at Stinson and Meister, Seelig & Fein (“Meister”). In fact, Meister was hired for the specific purpose of finalizing the UMG contract. None of these lawyers raised any concerns or objection to the UMG contract. To the contrary, counsel for the Special Administrator, Stinson, vigorously sought (and obtained) approval of the UMG contract from the Court.

19. The UMG short-form agreement, which allowed the Estate to proceed with the UMG contract, was approved by the Court on September 30, 2016. The official UMG contract was approved by the Court on January 31, 2017.

20. Consistent with WBR’s repeated attempts to take advantage of Comerica during the transition period, WBR confronted Comerica with allegations that the UMG contract interfered with WBR’s rights immediately after the UMG contract was announced to the public. WBR’s overreaching is evidenced by the fact that it initially argued that the UMG contract conflicted with the WBR Settlement Agreement in multiple ways. First, it argued that [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED] Second, [REDACTED]

[REDACTED] WBR subsequently abandoned its claim to the [REDACTED] because the claim was unfounded.

21. WBR’s aggressive behavior with respect to UMG, Comerica, and the Estate is not surprising when considered in light of WBR’s contentious history with Prince. Throughout the course of their relationship, which goes back to the late 1970s, WBR consistently and repeatedly attempted to take advantage of Prince and control his artistic expression. Specifically, WBR tried to control when Prince released his music, and how often. Prince objected, expressing his desire to release his music on his own terms, as it came to him.

22. Prince entered into a major extension of his recording deal with WBR in August 1992. The deal as proposed by WBR in theory offered Prince [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] The contract guaranteed Prince [REDACTED]
[REDACTED] This agreement left Prince [REDACTED]
[REDACTED]
[REDACTED]

23. Prince began to fight back against WBR, refusing to take its direction and not delivering his best work. He appeared in public with the word “SLAVE” painted on his face, to

symbolize his feelings that WBR treated him like its slave under a contract WBR owned. Later, Prince changed his name to an unpronounceable symbol, and referred to himself as “the Artist Formerly Known as Prince.”

24. During this period, in 1993, I was hired by Prince. Prince had previously hired many of the top lawyers in the music industry to extricate him from his WBR contracts. After much work, litigation, and negotiations, Prince was released from his contracts with WBR in 1996 on terms he desired. However, even after Prince was relieved of his contracts with WBR, Prince and WBR continued to have legal disputes over [REDACTED]

[REDACTED] As a result, in an effort [REDACTED]
[REDACTED]

Prince entered into the WBR Settlement Agreement with WBR in 2014. Based on its terms, the WBR Settlement Agreement was intended to be a settlement of disputes [REDACTED]

[REDACTED]
[REDACTED]

[REDACTED] *See Ex. A (WBR Settlement Agreement April 2016, 2014 cover letter).* Notwithstanding the foregoing, the relationship was not a good one.

25. Comerica’s brief suggests that Comerica sought to be inclusive and work together to resolve the issues raised by WBR and, ultimately, UMG. This is misleading and disingenuous. Despite the fact that various representatives on behalf of Bremer and I were the ones who dealt directly with UMG in negotiating the very details of the UMG contract for over six months, I was purposefully excluded from assisting Comerica and knowing information

regarding Comerica's purported attempts to resolve the dispute between WBR and UMG after WBR contacted Comerica in February 2017.

26. It is my understanding that Comerica failed to seek meaningful input and advice from Bremer to evaluate WBR's and UMG's claims about contract conflict. I had one telephone conversation with Comerica's counsel late February or early March in late February 2017. My initial advice to Comerica during this call mirrored that of Bremer Trust's May 31, 2017 letter to the Court, which was that Comerica should seek Court authority to show the contractual provisions of the WBR Settlement Agreement to UMG to further advance the conversation, bring clarity, and better assuage the concerns of UMG. Comerica refused to follow my advice.

27. I also had a short meeting with Comerica at Fredrikson & Byron on April 12, 2017, but Comerica's counsel only asked me a few questions, and then adjourned the meeting after about twenty minutes. Again, I stated Comerica should seek Court direction and approval. Comerica's counsel never asked me for my analysis as to how the Estate should proceed, and never sought my assistance in negotiating a resolution. Following that meeting, I offered my assistance in working directly with UMG, or alternatively meeting with Troy Carter, or whoever else Comerica designated in order to assist "behind the scenes" in resolving the issues in dispute. Attached hereto as Exhibit C is a true and correct copy of an April 18, 2017 letter from Alan Silver to Comerica's counsel, Joseph Cassioppi. Attached hereto as Exhibit D is a letter dated April 26, 2017, in which Comerica rejected my offer of assistance. My counsel responded, once again stating that that I was willing to contribute in any way I could to resolve the issues. Attached hereto as Exhibit E is a true and correct copy of a letter from Alan Silver to Joseph Cassioppi dated May 2, 2017. Comerica did not respond to this letter.

substantially for the months of work done in connection with the UMG contract. Counsel for the Estate and heirs have also concluded that there is no conflict in the UMG and WBR respective agreements. Attached hereto as Exhibit F is a true and correct copy of an email from Ken Abdo, former counsel for heirs Sharon Nelson, Norrine Nelson, and John Nelson, to counsel for various parties in this matter, in which he states that [REDACTED]

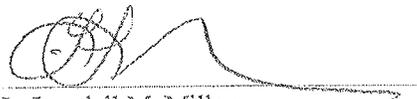
31. Based on my professional experience as a business advisor in the entertainment industry, it is my belief that proceeding with the UMG contract is in the best interest of the Estate. UMG is a global corporation and the largest record company in the world. It is widely considered the leader in music based entertainment for music artists and their estates including The Beatles, Justin Bieber, Andrea Bocelli, The Beach Boys, Beck, Drake, Eminem, Marvin Gaye, Ariana Grande, Elton John, Lady Gaga, Kendrick Lamar, Lorde, Bob Marley, Nirvana, Luciano Pavarotti, Katy Perry, Queen, The Rolling Stones, Frank Sinatra, Sam Smith, U2, The Weeknd, Kanye West, Amy Winehouse, and Stevie Wonder, among many others. UMG also demonstrated the most interest in the Prince music catalog and willingness to make a substantial commitment and lucrative deal during the early period after Prince's death on business and creative terms that respected Prince's legacy. Executives at UMG have worked with Prince in the past. For example, Anthony, currently an Executive Vice President at UMG, has a relationship with Prince spanning almost 25 years, where she served as an advisor to Prince throughout the 1990s, worked as a close business advisor from 2006 to 2008 and worked with Prince on numerous projects including the studio albums *Musicology* in 2004 and *Planet Earth* in 2007, as well as the book "21 Nights at the O2."

32. UMG is also well known to have a very sophisticated anti-piracy and copyright protection on a global basis and have evinced consistent dedication in enforcing artists' rights and intellectual property rights. This is very important when making a significant agreement for the rights for the Prince catalog. These considerations are all important beyond the fact that UMG offered [REDACTED] at the time the agreements were presented to the Court for consideration. UMG put significant time and effort into making the deal with the Prince Estate. Based on the lack of commercial exploitation by Prince, this was the best deal to make at the time, by far. Comerica should have better evaluated the marketplace and the opportunity loss associated with recommending a rescission of the UMG deal. To rescind this landmark UMG deal would [REDACTED] as the enforcement of the UMG agreement in in the best interest of the Estate.

33. It is my belief, based on my professional experience as a business advisor in the entertainment industry, that proceeding with the UMG contract is in the best interest of the Estate.

I declare under penalty of perjury that everything I have stated in this document is true and correct.

Signed on June 6, 2017 in the State of New York, County of New York.



L. Londell McMillan

EXHIBIT A

FILED UNDER SEAL

**UNIVERSAL MUSIC GROUP**

MICHELE ANTHONY
EXECUTIVE VICE PRESIDENT, UNIVERSAL MUSIC GROUP

May 23, 2016

Laura E. Krishnan
Stinson Leonard Street LLP
150 South Fifth Street
Suite 2300
Minneapolis, MN 55402

Dear Ms. Krishnan,

My name is Michele Anthony and I'm writing at the request of L. Londell McMillan in support of serving as an expert advisor of the Estate of Prince Rogers Nelson ("Prince").

Prince's genius spanned many mediums, transcending musical virtuosity to include innovations in fashion, design, audiovisual, digital among others. Prince was also but also one of the most intelligent and caring human-beings whom I was fortunate to meet, work with, and call a friend. I had the great pleasure of working closely with both Prince and Londell in several capacities spanning almost 25 years.

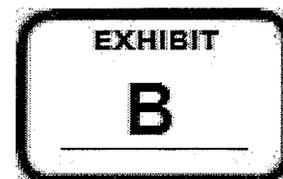
In addition to serving as an advisor to Prince throughout the 1990's and then as his manager from 2006-2008, we worked together on numerous projects including the studio albums *Musicology* in 2004 and *Planet Earth* in 2007, as well as the book "21 Nights at the O2."

I would welcome the opportunity to put my decades of experience in the entertainment industry, as an attorney, manager and business executive, to work on behalf of the interests of the Prince Estate.

During the past three years, I have served as Executive Vice President and Member of the Executive Management Board of Universal Music Group (UMG), the world-leader in music-based entertainment whose artists include The Beatles, Justin Bieber, Andrea Bocelli, The Beach Boys, Beck, Drake, Eminem, Marvin Gaye, Ariana Grande, Elton John, Lady Gaga, Kendrick Lamar, Lorde, Bob Marley, Nirvana, Luciano Pavarotti, Katy Perry, Queen, The Rolling Stones, Frank Sinatra, Sam Smith, U2, The Weeknd, Kanye West, Amy Winehouse and Stevie Wonder, among many others.

1755 BROADWAY NEW YORK NY 10019 TEL 212 331 2055
E-MAIL michele.anthony@umusic.com
www.umusic.com

A VIVENDI COMPANY



Among my responsibilities, I oversee the company's Commercial Services Division that includes sales, live events, label merchandising, and fan and consumer engagement. In that role, I work with the company's labels to maximize commercial and strategic opportunities to establish new revenue streams, form alliances with third parties, and create a variety of special projects.

I also oversee UMG's global brand partnerships, UMG's film, television and theatrical projects and Universal Music Enterprises, the global catalog division. As a result, a large part of my focus is to find opportunities for legendary artists to ensure their legacies live on - commercially and creatively - for generations to come.

Prior to UMG, I founded 7H Entertainment, a consulting and management firm with clients that included Pearl Jam, Black Sabbath & Ozzy Osbourne, Björk and Soundgarden. Before that, I served as President and Chief Operating Officer of the Sony Music Label Group U.S., where I oversaw the day-to-day management and operations of the company's labels.

With an artist as multifaceted and culturally vital as Prince, it's critical to have a perspective that reaches beyond his role as a recording artist and also seeks to preserve, develop and grow his legacy across all mediums for generations to come.

Further, my global entertainment industry experience and my personal and business history with Prince would be a valuable resource for Londell and the team that's being assembled by him and the Prince Estate. It would be my honor to assist with developing a master recording catalog plan, archive database, exhibits, asset curation, as well as offer advice on the important needs to monetize the estate property interests.

I cannot think of a finer person to lead the business, creative and cultural efforts before the Prince Estate than Londell. There are numerous urgent matters that need the immediate attention of someone with a deep knowledge of the industry and of Prince.

One of the characteristics I've admired most about Londell is his judgment, compassion and loyalty to his clients, especially Prince. Londell had a wonderful relationship with Prince and closely handled his legal and business affairs with intelligence and care for over a decade. Londell is a well-respected legal and business mind with an excellent reputation that was rightfully earned with his representation of many high profile clients over many years, especially with Prince.

I look forward to the opportunity to support the Prince Estate.

Thank you kindly.

Best Regards,

A handwritten signature in cursive script that reads "Michele Anthony". The signature is written in black ink and is positioned below the typed name "Michele Anthony".



BASSFORD REMELE

ALAN I. SILVER
SHAREHOLDER
T 612.376.1634
F 612.746.1234
ASILVER@BASSFORD.COM

April 18, 2017

VIA EMAIL (jcassioppi@fredlaw.com)

Joseph Cassioppi
Fredrickson & Byron
200 South Sixth Street, Suite 4000
Minneapolis, MN 55402-1425

Re: *In Re The Estate of Prince Rogers Nelson*
Our File No. 8356-1

Dear Joe:

We are writing this letter on behalf of L. Londell McMillan with respect to the apparent claims that Universal Music Group (“UMG”) has made concerning its contract with the Estate of Prince Rogers Nelson (“the Estate”). Although you have not shared with us Comerica’s views concerning the merits of those claims, or your strategy in addressing them, we are growing increasingly concerned about Comerica’s unwillingness to date to utilize Mr. McMillan’s expertise and his years-long experience with UMG and with Prince to help resolve the current issues. As you know, our meeting last week in your office with Mr. McMillan was cut short due to your personal time commitments, which made it impossible for Mr. McMillan do anything more than answer the specific, narrow questions that you asked him. There was not sufficient time for him to give you his full perspective and advice with respect to the UMG contract. We want to reiterate that Mr. McMillan remains willing and available to assist Comerica in any way he can in order to resolve the claims that have apparently been made by UMG.

You have advised us that UMG’s lawyers are taking the position that they were defrauded by Bremer Bank and its advisors in connection with the contract. Mr. McMillan strongly denies this and believes that the prior contract with Warner Brothers Records (“WBR”) does not contradict the UMG contract terms. There are numerous reasons why the UMG contract is proper, including – as Mr. McMillan he told you last week [REDACTED]

[REDACTED] As you are also aware, lawyers for both Stinson, Leonard and Meister, Seeling & Fein provided the legal analysis of the UMG contract, and concluded that it complied with all legal requirements.

EXHIBIT

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Joseph Cassioppi
April 18, 2017
Page 2

You have made it clear that Comerica does not want Mr. McMillan to communicate with UMG or WBR about the current dispute, and he has honored that request. However, he believes that if he were more directly involved, he could resolve the issues with UMG, both because of his knowledge and expertise about the contract and the details of the UMG negotiations, but also because of his long history with Prince and the personal relationships he has with the parties and the participants. UMG's lawyers may be telling you that UMG feels that it was misled by Bremer and its representatives, but Mr. McMillan indicates that this kind of posturing is typical by lawyers in the industry, and he continues to have a warm relationship with the UMG business people with whom he negotiated the contract. He continues to have contact with UMG on behalf of other artists on topics unrelated to the Prince Estate, and he certainly has not received any indication from UMG executives that they believe that he misled them on the Estate's deal. If he were still engaged as business advisor, Mr. McMillan is confident that he would be able to resolve the issues with UMG promptly and in a manner that would be advantageous to the Estate. Mr. McMillan encourages the calling of a meeting with all stakeholders in the room – UMG, Bremer Bank, Comerica, Bremer Bank's and Comerica's agents and advisors, and attorneys.

Comerica will be acting contrary to the best interests of the Estate and its heirs if it negotiates with UMG without full input and participation by Mr. McMillan. Sharon, Norrine, and John *want* him involved. [REDACTED]

[REDACTED] The restrictions you have placed on his involvement – including your indication that you object to his counsel's participation in tomorrow's court conference – makes it difficult for him to address this damage to him personally, or to properly represent his business management clients.

As an alternative, if you do not want Mr. McMillan to be directly involved with UMG, he also stands ready to meet further with you, with Troy Carter, or with whomever else that you designate in order to help assist them "behind the scenes" in resolving the current issues that are in dispute. If, instead, Comerica attempts to negotiate a resolution without Mr. McMillan's input, he cannot be held responsible for the result of those negotiations.

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Joseph Cassioppi
April 18, 2017
Page 3

Sincerely,



Alan I. Silver
Robin Ann Williams

AIS:vlc

cc: L. Londell McMillan (via email)
1662679.docx

Fredrikson

& BYRON, P.A.

April 26, 2017

Alan I. Silver, Esq.
Bassford Remele
100 South 5th Street, Suite 1500
Minneapolis, MN 55402

Mr. Silver:

We are writing on behalf of Comerica Bank & Trust, N.A., in its role as Personal Representative of the Estate of Prince Rogers Nelson, in response to your letter dated April 18, 2017. In the letter, you re-conveyed your client's offer to assist the Estate in connection with its negotiations with Universal Music Group.

As we have explained to your client on multiple occasions (most recently during our meeting on April 12), Mr. McMillan's assistance cannot be of any benefit to the Estate under present circumstances. As acknowledged in your letter, UMG has specifically and repeatedly accused Mr. McMillan of defrauding UMG in connection with the January 31, 2017 Exclusive Distribution and License Agreement. The accusations have gone far beyond mere negotiating tactics—as suggested in your letter—and form the basis for UMG's demand for rescission of the Agreement. Moreover, we understand that the individuals with whom Mr. McMillan negotiated the Agreement, including Ms. Anthony, are no longer involved with determining the outcome of the dispute. Finally, despite having no authority to discuss this matter with UMG (and without disclosing his actions to the Estate), we have learned that Mr. McMillan has attempted to contact UMG on multiple occasions related to the dispute. UMG has indicated that it has not responded because it has no interest in discussing this matter with your client. Simply stated, Mr. McMillan's involvement would only make resolution of the Estate's negotiations with UMG more difficult. Instead, the Estate is communicating with UMG through the Estate's entertainment advisor and counsel and will continue to act in the best interests of the Estate and its beneficiaries.

Attorneys & Advisors
main 612.492.7000
fax 612.492.7077
fredlaw.com

Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota
55402-1425

EXHIBIT

D

April 26, 2017
Page 2



Regards,

A handwritten signature in black ink, appearing to be 'JC', written over the typed name and contact information.

Joseph J. Cassioppi
Direct Dial: 612.492.7414
Email: jcassioppi@fredlaw.com

cc: Mark Greiner, Esq.

61234659



BASSFORD REMELE

ALAN I. SILVER
SHAREHOLDER
T 612.376.1634
F 612.746.1234
ASILVER@BASSFORD.COM

May 2, 2017

VIA EMAIL

Joseph J. Cassioppi
Fredrikson & Byron
200 South Sixth Street, Suite 4000
Minneapolis, MN 55402-1425

Re: *In Re The Estate of Prince Rogers Nelson*
Our File No. 8356-1

Dear Mr. Cassioppi:

Thank you for your letter dated April 26, 2017, responding to our letter of April 18th. You have made it clear that you do not want L. Londell McMillan's assistance in resolving the dispute involving Universal Music Group ("UMG") and Warner Brothers Records ("WB"). Mr. McMillan remains willing and available to assist the Prince Estate, but he is not interested in any conflicts with Comerica, and he will abide by your decision not to seek his help.

We believe you've mistakenly interpreted our offer of assistance. As you know, Mr. McMillan made himself available for the lengthy inquiry sessions that you asked of him, which took place both over the phone and in person. He willingly participated, gave his insights, and offered helpful suggestions in an effort to assist you and your legal team in resolving WB's broad and self-serving claim of rights. However, the recent meeting in your office was cut short due to your schedule, and you really did not hear Mr. McMillan's complete perspective. We do believe he could be very helpful to the Prince Estate in resolving the matter, despite the purported comments regarding his relationships with the parties. Certainly, Mr. McMillan has greater knowledge than anyone else about the relationship with Prince and WB. Indeed, it was Mr. McMillan who notably extricated Prince from his contract with WB after many top entertainment lawyers and experts failed, and he has had unprecedented success defending Prince against WB.

We don't know the basis for your statement that UMG has made accusations that go far beyond mere negotiating tactics and form the basis for UMG's demand for rescission. We would like to know what accusations you are referring to, both so that Mr. McMillan can assist you in rebutting them, and so that he can defend his own professional reputation against unfounded allegations. We recognize that UMG asserted that, if the information WB claims about the scope

EXHIBIT

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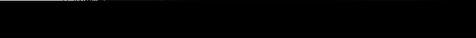
BASSFORD REMELE

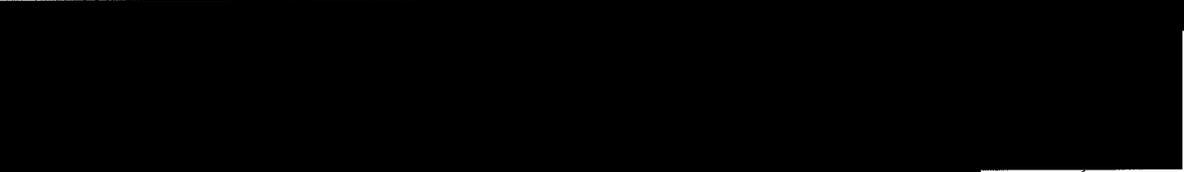
Joseph J. Cassioppi
May 2, 2017
Page 2

of the 2014 contract is true, then there has been fraud by the Estate, including Mr. McMillan. However, to the best of our knowledge, Bremer, Bremer's counsel, the specially hired entertainment lawyers on the deal, and Mr. McMillan all contest WB's assertions. Again, many of the problems stem from the poorly drafted 2014 WB/Prince contract (in which Mr. McMillan had no part) and from WB's unwillingness to waive the confidentiality clause that would have allowed UMG to see the WB contract.

Mr. McMillan at all times worked in good faith and in concert with several people in the UMG deal, including the lawyers hired to supervise and draft the critical provisions of the agreement. There is no reason to isolate or label Mr. McMillan in such an accusatory way. We are confident the record will reflect that Mr. McMillan acted prudently and in the best interest of the Prince Estate at all times.

You have stated that the people who negotiated the deal for UMG are no longer involved with determining the outcome of the current dispute. That might explain, in part, why you do not want Mr. McMillan to deal directly with UMG. It does not, however, explain why you have rejected Mr. McMillan's offer to work with you or with Troy Carter in a confidential, behind-the-scenes manner to help resolve the matter. Mr. McMillan is greatly concerned that the false information that is being circulated about the UMG contract that is not only impacting the Estate but also the presumptive heirs, Bremer Trust, and Mr. McMillan personally. As you certainly are aware, this matter has already caused great harm to Mr. McMillan's name and reputation, most of which should have been avoided or mitigated.

Finally, in reference to your specific questions regarding 



Again, we are confident that the record will support the fact that Mr. McMillan acted in the best interest of the Prince Estate at all times.

Again, should you need any further assistance from Mr. McMillan, he remains willing to contribute in any way that he can.

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Joseph J. Cassioppi
May 2, 2017
Page 3

Sincerely,



Alan I. Silver
Robin Ann Williams

AIS:mmb
cc: L. Londell McMillan (via email)
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EXHIBIT F

FILED UNDER SEAL