

Exhibit A

STATE OF MINNESOTA

COUNTY OF CARVER

FILED**APR 27 2016**DISTRICT COURT
PROBATE DIVISION
FIRST JUDICIAL DISTRICT

Court File No. 10-PR-16-46

Estate of

CARVER COUNTY COURTS

Prince Rogers Nelson,

Decedent.**ORDER OF FORMAL
APPOINTMENT OF SPECIAL
ADMINISTRATOR**

The above-entitled matter came on before the Court on April 27, 2016, pursuant to the Petition for Formal Appointment of Special Administrator, signed by Petitioner Tyka Nelson. The matter was heard informally via conference call on an emergency basis because not all interested parties could be notified of the Petition. Matthew J. Shea, Esq., Brian A. Dillon, Esq. and Nevin Harwood, Esq. with Gray, Plant, Mooty, Mooty & Bennett, P.A. appeared with and on behalf of Petitioner Tyka Nelson. Heir Omarr Baker appeared. Laura Krishnan, Esq., Natasha Robertson, Esq., Cate Heaven-Young, Esq. and paralegal Lee Sandford appeared on behalf of Bremer Trust. Also participating in the call were Bremer Trust staff members Deborah Fasen, Patrick Garay-Heelan, Peter Jandric and Alison Hauck. No one participating in the call offered any objection to the Petition.

The Court, having considered the Petition, determines the following:

1. This Court has jurisdiction and venue in this Court is proper.
2. The Petition is complete.
3. The Petitioner has declared and affirmed that the representations contained in the Petition are true and complete to the best of the Petitioner's knowledge or belief.
4. The Petitioner is an Interested Person as defined by Minnesota law.
5. The Decedent died intestate.
6. There is not pending an application or petition for probate of the Will of the Decedent or appointment of a Personal Representative in this or any other court.
7. No Personal Representative has been appointed in Minnesota or elsewhere.
8. Appointment of a Special Administrator is necessary because:
 - (a) No Personal Representative has been appointed in Minnesota or elsewhere;

- (b) The Decedent had substantial assets consisting of personal and real property that requires protection;
 - (c) The Decedent owned and controlled business interests that require ongoing management and supervision; and
 - (d) The Decedent has heirs whose identities and addresses need to be determined.
9. An emergency exists to the extent that the appointment should be made without notice because immediate action and decisions need to be made to continue the ongoing management and supervision of Decedent's business interests; and because the names and addresses of all interested parties are currently unknown.
10. Bremer Bank, National Association, has provided financial services to the Decedent for a number of years and has knowledge of his personal financial and business financial affairs. Its affiliate, Bremer Trust, National Association, is in the best position of any corporate trust company to protect the Decedent's assets pending the appointment of a Personal Representative.

IT IS ORDERED:

1. The Petition is granted.
2. Bremer Trust, National Association is formally appointed as Special Administrator of the Estate of Prince Rogers Nelson, with no bond, to preserve the estate and to secure its proper administration until a general Personal Representative is appointed by the Registrar or by the Court.
3. Upon filing of an oath or statement of acceptance, Letters of Special Administration shall be issued subject to the following limitations:

The Special Administrator has the authority to manage and supervise the Decedent's assets and determine the identity of the Decedent's heirs. The appointment shall continue for the lesser of 6 months or until a Petition for General Administration is filed and Personal Representative is appointed.

4. A hearing in this matter shall be held on May 2, 2016, at 8:30 a.m.

Date: April 27, 2016

BY THE COURT:



Kevin W. Eide
Judge of District Court

Exhibit D

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

FILED**JUN 08 2016**

FIRST JUDICIAL DISTRICT

PROBATE DIVISION

CARVER COUNTY COURTS

Case Type: Special Administration

Court File No. 10-PR-16-46

In re the Estate of:

Prince Rogers Nelson,

Decedent.

**FINDINGS OF FACT, ORDER &
MEMORANDUM AUTHORIZING
SPECIAL ADMINISTRATOR'S
EMPLOYMENT OF ENTERTAINMENT
INDUSTRY EXPERTS**

The above entitled matter came on for hearing via conference call before the Court on June 7, 2016. Appearances were noted on the record. Before the Court is the motion of the Special Administrator for authorization to negotiate with, and potentially employ, entertainment industry experts to assist the Special Administrator in the management and preservation of the wide-ranging intellectual property of the Estate. Minn. Stat. § 524.3-715(21) extends such contractual authority to a Personal Representative. By operation of this Court's Letters of Special Administration, that authority can be exercised by the Special Administrator of the above-captioned Estate. See Minn. Stat. § 524.3-617. Given the statutory and Court authority delegated to the Special Administrator, the Court appreciates the effort taken by the Special Administrator to involve the Court and the potential beneficiaries, although in an understandably limited way given the business dynamic presented by this Estate. This Estate presents unique challenges and opportunities. All are cognizant that the Court appointed the Special Administrator for a limited period of time. Nevertheless, the Court intends for the Special Administrator to take all prudent steps to monetize the Estate's intellectual property, and to raise funds necessary for the administration of the Estate and for the payment of estate taxes.

Accordingly, based upon the record and review of the sealed Affidavits of Craig N. Ordal, the Court hereby makes the following:

FINDINGS OF FACT

1. On April 26, 2016, counsel for the sister of Prince Rogers Nelson, Ms. Tyka Nelson, filed a Petition for Formal Appointment of Special Administrator.
2. The Court approved the appointment on an emergency basis on April 27, 2016. The Court conducted a hearing on the Petition on May 2, 2016 and, after hearing no objection, the Court re-affirmed the appointment of Bremer Trust as the Special Administrator of the Prince Rogers Nelson Estate.
3. The Order of Formal Appointment of Special Administrator provided, in part:

“The Special Administrator has the authority to manage and supervise the Decedent’s assets and determine the identity of the Decedent’s heirs. The appointment shall continue for the lesser of 6 months or until a Petition for General Administration is filed and Personal Representative is appointed.”
4. The authority granted to Bremer Trust to act as the Special Administrator is temporary and will expire no later than November 2, 2016, unless the authority is extended by the Court.
5. A number of potential heirs were identified in the Petition for Formal Appointment of Special Administrator. Several other potential heirs have come forward since the filing of the Petition.
6. A will lawfully executed by the Decedent has not been found; however, the Special Administrator continues a diligent search for a will. If a will is found, the legitimacy of the will may be subject to challenge, litigation and possible appeal.
7. A protocol for genetic testing has been approved by the Court and the Court expects that the identified potential heirs will proceed with genetic testing as deemed appropriate by the

protocol and by the Special Administrator. Other statutory presumptions under Minnesota law, or perhaps under the laws of another state, may also be considered by the Court in determining the actual heir(s) of the Estate.

8. If a will is not found and it is determined that the Decedent died intestate, the actual determination of who will be the Decedent's heir(s) may also be the subject of evidentiary hearings and possible appeals.
9. The deadline for the submission of claims of persons claiming to be an heir of the Decedent has not been set and other claims to be an heir may be filed in the future.
10. The Court agrees with Carlin Q. Williams that the Court and the Special Administrator may have a much better idea of who the heir(s) of Prince Rogers Nelson are in 60 days; however, a final and legal determination of who the heir(s) are will likely take a much longer period of time.
11. Even when the heir(s) of the Estate are determined, those individuals will not likely be in a position to immediately assume the administration of the Estate. It is highly likely that Bremer Trust, or an entity similar in size and expertise, will need to be involved in the administration of the Estate throughout these proceedings.
12. The Court agrees that the Estate must work expeditiously and diligently toward being able to meet the tax obligations of the Estate. The Court recognizes that the Estate will likely not be able to pay the entire tax obligation when it becomes due and some interest and, perhaps, some penalties, are likely before the entire tax obligation is paid. As stated by all counsel who spoke at the hearing, the looming tax obligation is certainly a consideration but it should not push the parties, the Special Administrator and the Court into acting in a manner that is not legally sound, is not prudent, and is not in the best interest of the heir(s).

13. There are business related decisions which need to be made promptly on behalf of the Estate and the Special Administrator needs the advice of industry experts to make these decisions in a prudent manner.
14. This hearing is based upon the factual basis set forth in the written record and the argument of the parties and of counsel. The primary written record consists of the Affidavits of Craig N. Ordal, which were filed under seal. Mr. Ordal states in paragraph 8 of the Affidavit of Craig N. Ordal dated June 2, 2016 that:

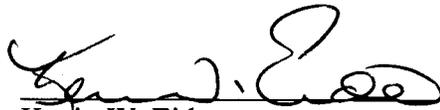
“The Special Administrator seeks Court approval to hire the following entertainment industry experts for an initial period of 90 days under contacts that are renewable upon mutual consent of the parties.”
15. The Special Administrator will only have the authority to renew these contacts during the term of their appointment.
16. There is no other written record that indicates the need, at this time, to enter into longer term contacts.
17. It is the Court’s understanding that the Special Administrator and the identified “industry experts” may find it necessary, and in the best interest of the Estate, to enter into longer term contacts regarding, among other things, licensing and publishing of intellectual property and the management of tangible property including Paisley Park.
18. The Special Administrator has not been granted, and the Court will not grant at this time, the authority to enter into contractual relationships that will extend beyond the term of the Special Administration. To do so would usurp the control of the Estate by the heir(s) and the Court.

ORDER

1. The Special Administrator is authorized to negotiate with the entertainment industry experts identified in the Ordal Affidavit regarding their potential employment to advise and assist the Special Administrator, and as contemplated by Minn. Stat. § 524.3-715(21), "to perform any act of administration, whether or not discretionary";
2. The Special Administrator is also authorized to enter into employment or other contractual relationships with the identified entertainment industry experts on terms and conditions which the Special Administrator determines to be reasonable and beneficial under all of the circumstances, provide that: (a) the term of employment of any entertainment industry expert shall be limited to the period of up to and including November 2, 2016; and (b) no entertainment or intellectual property exploitation agreement in which the Estate grants rights that extend beyond November 2, 2016 shall be entered into without first providing a copy of the proposed agreement to counsel for the potential heirs for review and comment and without prior Court approval. Any comments by potential heirs must be provided to the Special Administrator and the Court within five days of receipt of the proposed agreement.

BY THE COURT:

Dated: June 8, 2016



Keyin W. Eide
Judge of District Court

MEMORANDUM

By the issuance of this Order, the Court does not intend to impede or slow down the work of the Special Administrator. The Court will consider the approval of longer term contracts after the parties have offered input. The Court also intends that contracts entered into by the Special Administrator shall be renewed, if in the best interest of the Estate, well before November 2, 2016, to avoid interruption of the services being provided to the Estate. However, it is the Court's hope that, by that time, we will have a better idea of who the likely heirs at law are, and they can be more involved in the continuation of the services of Bremer Trust as well as the entertainment industry experts.

K.W.E.

Exhibit E

STATE OF MINNESOTA
COUNTY OF CARVER

DISTRICT COURT
FIRST JUDICIAL DISTRICT
PROBATE DIVISION
Case Type: Special Administration

In the Matter of:

Court File No. 10-PR-16-46

Estate of Prince Rogers Nelson,

AFFIDAVIT OF LAURA E. HALFERTY

Decedent,

and

[Redacted]

Tyka Nelson,

Petitioner.

STATE OF MINNESOTA)
) ss:
COUNTY OF HENNEPIN)

I, Laura E. Halferty, being first duly sworn upon oath, attest as follows:

1. I am over the age of 18 years and competent to testify regarding the facts and matters stated herein, which are based on my personal knowledge.

2. I am an attorney admitted to practice in the State of Minnesota, and I am the lead attorney for Bremer Trust, N.A., Special Administrator for the Estate of Prince Rogers Nelson (the "Estate").

3. I have been practicing as a tax, trusts, and estates attorney for more than eighteen (18) years. I am a partner and Chair of the Tax, Trusts and Estates practice division at Stinson Leonard Street LLP.

4. On January 23, the Special Administrator (with input from and agreement of Comerica) prepared and filed the requisite state and federal estate tax filings [Redacted]

[Redacted]

[REDACTED] and initial payment of \$12 million.

5. Early in our engagement, Mr. Nelson's siblings and family made clear that it was very important to them to host some sort of tribute concert. After speaking with Bremer Trust, I responded to Mr. Nelson's family (through their counsel) that Bremer Trust was not in the concert business, and did not desire to take an active role in the tribute. I communicated to counsel for the family that they should plan the event themselves.

6. By late May of 2016, Tyka Nelson had one proposal for the family tribute concert and Alfred Jackson had a competing proposal. Ms. Nelson's then-counsel, attorneys at Gray Plant Mooty, called me and asked the Special Administrator to assist the family through the impasse, as the involved family members could not reach agreement.

7. Ultimately, the Special Administrator offered to ask its entertainment experts to opine on the proposals. Our team forwarded the two competing tribute proposals to L. Londell McMillan and Charles Koppelman (the "Advisors"). Mr. Koppelman then sought and received a third proposal from Jobu Presents.

8. I invited all potential heirs and their counsel to a meeting at our firm on June 30 to discuss the family tribute concert. My invitation email is attached as Exhibit A. My recollection is that Sharon Nelson, Norrine Nelson, Omarr Baker, and Tyka Nelson were there, but not John Nelson or Alfred Jackson. In addition, Steve Silton, Ken Abdo, and Frank Wheaton attended.

9. Following that meeting, I sent counsel for all potential heirs a summary of the tribute proposals that Mr. McMillan prepared. The Advisors had narrowed the options to two: Live Nation and Jobu Presents. Attached as Exhibit B is an email string in which I forward the summary and respond to questions from counsel.

10. Attached as Exhibit C is an email string between me and counsel for Mr. Nelson's family on July 5. In the late afternoon of July 5, I participated in a conference call with counsel for all family members to further discuss issues related to the tribute.

11. Because the Advisors found Jobu Presents an acceptable alternative to promote the family tribute concert, and Jobu pledged a higher guaranteed income to the Estate (which was then very short on cash), the Special Administrator chose to engage Jobu on July 7.

12. A short form letter of understanding was signed by the Estate and Jobu Presents on July 7. No subsequent formal agreement was ever executed.

13. Attached as Exhibit D is an email string between me and counsel for the family regarding potential dates suggested by Jobu for the tribute concert, as well as coordinating press statements.

14. [REDACTED]

[REDACTED] At that point, the Advisors reached out to their connections to help secure performers. For example, it was Mr. McMillan who secured Stevie Wonder's performance at the tribute concert.

15. As of August 29, 2016, Jobu had already paid the Estate a [REDACTED] advance on the guarantee.

16. Between July 7 and August 19, when the Advisors were managing the tribute concert pursuant to the letter agreement with Jobu, I communicated with the Advisors multiple times per week (often with my partner, Traci Bransford). We discussed progress on the tribute concert at least once per week, with Stinson lawyers asking about which artists had agreed to perform and the status of the long-form agreement. Ken Abdo also called me periodically about

the tribute. I understand that Mr. Abdo also reached out directly to the Advisors directly about the tribute concert, and he also asked me for the contact information for Jobu.

17. After Jobu terminated its involvement with the tribute concert, I understood that the family still wanted to proceed with a tribute. In an effort to rescue the concert, Mr. McMillan called multiple potential concert promoters to see if they would take over for Jobu. No national promoter agreed to do so. Finally, a local promoter suggested by Mr. Abdo (Rand Levy of Rose Productions) agreed to promote the concert along with Mr. McMillan.

18. Mr. McMillan's work as a co-promoter or producer of the October 13 tribute concert was outside the scope of his Advisor Agreement with the Estate. Attached as Exhibit E is a September 15, 2016, email from my partner Jill Radloff to Steve Silton noting that "the Tribute, in its current form, is not an entertainment deal commissionable under the advisor agreement. The Special Administrator is not a party to any of these contracts nor is Mr. McMillan the Special Administrator's agent for purposes of this event given his co-promoter status."

19. The Estate was not a party to the contract that controlled the rights and obligations of the relevant parties with respect to the tribute concert that went forward on October 13, 2016, at the Xcel Energy Center. Attached as Exhibit F is an October 4, 2016, email confirming that the "Tribute Agreement [was] entered into by the Promoter (Rand's company, Rose Productions), the Heirs and Londell".

20. Attached as Exhibit G is an email from Adam Gislason to me on August 30, 2016.

21. Attached as Exhibit H is an email string between my team and counsel for the non-excluded heirs on August 30, informing them of Jobu's termination.

22. Attached as Exhibit I is an email and attachment I received from Adam Gislason on November 2, 2016, sharing the “final settlement statement” for the “official family tribute.”

23. Attached as Exhibit J is a September 9, 2016 letter from counsel for Jobu to the Special Administrator.

24. Attached as Exhibit K is an email string between counsel for Jobu and counsel for the Special Administrator, resulting in a “standstill agreement.”

25. The Special Administrator and our team at Stinson Leonard Street set up and used a [REDACTED] website to share confidential documents with NEH attorneys and others in a secure manner. A [REDACTED] webpage called “BTNA – Potential Beneficiaries & Counsel” was created on August 23, 2016, after the number of potential heirs decreased as a result of Court orders.

26. The “BTNA – Potential Beneficiaries & Counsel” webpage was used to share documents with NEH attorneys and directly with the NEH. The [REDACTED] software tracks every time a user accesses a document on the webpage.

27. Attached as Exhibit L is a report showing when lawyers (or other professionals) at Cozen O’Connor and Holland & Knight were invited to access the [REDACTED] page and the most recent date they accessed the page (before January 24, 2017).

28. Attached as Exhibit M is a report showing every instance of an authorized individual at Cozen O’Connor accessing documents available on the [REDACTED] page.

29. Attached as Exhibit N is a report showing every instance of an authorized individual at Holland & Knight accessing documents available on the [REDACTED] page.

30. The November statements for “Prince Tribute LLC” that were available on [REDACTED] as of December 9, 2016, reflected total deductions of [REDACTED].

31. The last time that Cozen O'Conner individuals requested technical help with [REDACTED] was on October 25, 2016.

32. During the January 12 hearing, Ms. Fasen testified that it is acceptable practice to list real estate at the tax-assessed value, that the reason for the double asterisk on some personal property is that the Special Administrator has not been able to locate title to those vehicles or other proof of ownership, that the "Compensation of Representatives is the Special Administrator's fee, and that "stocks bonds and other securities" were valued at \$0 because the Special Administrator found no evidence that Mr. Nelson owned any publicly-traded securities.

33. During the January 12 hearing, Ms. Hauck testified that the real estate at 1119 Morgan Avenue N. was not owned by the Estate on the date of death.

34. During the January 12 hearing, Ms. Fasen also testified that Special Administrator and Jobu have reserved all rights with respect to potential claims arising from the July 7 Letter Agreement.

35. The most recent unpaid claims report on [REDACTED] is dated October 19, 2016, because the claims period for claims arising prior to death closed in September. In addition, the October 19, 2016, report is the updated version of the "paid invoices" report dated September 8, 2016.

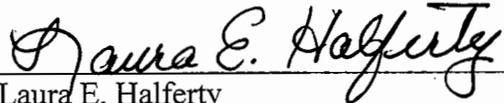
36. December 2016 bank statements for Decedent's entities were not available until approximately January 9, 2017, at which time neither Bremer Trust nor our firm was updating [REDACTED] in anticipation of a potential transition on January 12.

37. Ms. Fasen testified on January 12 that the monetization of the Estate's intellectual property can only be recorded on a probate accounting when there is actual income.

38. In my experience, accountings required in probate follow the same format as trust accountings; they are "checkbook accountings" that reflect actual income received and expenses paid by the estate.

FURTHER AFFIANT SAYETH NOT.

Dated: January 26 2017



Laura E. Halferty

Subscribed and sworn to before me
this 26 day of January 2017.



Notary Public



Exhibit H

STATE OF MINNESOTA
COUNTY OF CARVER

DISTRICT COURT
FIRST JUDICIAL DISTRICT

JOBU PRESENTS, LLC,

Court File No. 10-CV-17-368

Plaintiff,

v.

THIRD AMENDED COMPLAINT

JURY DEMAND

CHARLES KOPPELMAN, CAK ENTERTAINMENT,
INC., LONDELL MCMILLAN, and NORTH
STAR ENTERPRISES WORLDWIDE, INC.

Defendants.

Plaintiff Jobu Presents, LLC (“Jobu Presents”) submits this Third Amended Complaint against Defendants Charles Koppelman and CAK Entertainment, Inc. (collectively, “Koppelman”), and Londell McMillan and North Star Enterprises Worldwide, Inc. (collectively, “McMillan”) and states the following:

PARTIES

1. Jobu Presents, LLC is a Delaware Limited Liability Company with its principal place of business at 299 West Houston, Eighth Floor, New York, New York 10014. Jobu Presents is a party to a July 7, 2016 Agreement with Bremer Trust on behalf of the Prince Estate (the “July 7 Agreement”). (A copy of the July 7, 2016 Agreement is attached as **Exhibit A**).

2. As a result of Prince’s April 21, 2016 death, his Estate is currently being probated in Minnesota State Court (Carver County): *In re: the Estate of Prince Nelson Rodgers*, decedent, Case File No. 10-PR-16-46.

3. Bremer Trust is a corporate trust company and served as the initial special administrator for the Prince Estate during the time period in which the Estate retained Charles Koppelman and Londell McMillan (collectively, the “Monetization Experts” or “Advisors”) to assist in monetizing the assets of the Prince Estate pursuant to a June 16, 2016 Advisor Agreement (the “Advisor Agreement”).

4. Charles Koppelman was one of two Monetization Experts selected by Bremer Trust pursuant to the Advisor Agreement and negotiated the terms of the July 7 Agreement in conjunction with Mr. McMillan in their roles as “Advisors.” Mr. Koppelman resides in the State of New York. Defendant CAK Entertainment, Inc. is a New York corporation controlled by Mr. Koppelman and the named party to the Advisor Agreement. Mr. Koppelman is a seasoned music executive who holds himself out as an expert in the business of music.

5. Londell McMillan is the second of the Monetization Experts selected by Bremer Trust in June of 2016 and assisted Mr. Koppelman in their negotiations with Jobu Presents regarding the July 7, 2016 Agreement. Mr. McMillan resides in the State of New York. Defendant NorthStar Group, Inc. is a New York corporation controlled by Mr. McMillan and the named party to the Advisor Agreement. Mr. McMillan is an attorney who similarly considers himself an expert in the business of music.

JURISDICTION & VENUE

6. Personal jurisdiction over Defendants is proper pursuant to Minn. Stat. Section 543.19 in that: (a) all Defendants purportedly served as fiduciaries for the Prince Estate under the Advisor Agreement in the negotiation, execution and performance of the July 7, 2016 Agreement on behalf of the Estate regarding the anticipated Prince Tribute Show at U.S. Bank Stadium in Minneapolis, Minnesota; (b) Defendants breached their respective fiduciary duties regarding the Prince Tribute

Show and/or the Estate in part, in Minnesota; (c) Defendants' tortious misconduct occurred, in part, in Minnesota, and Defendants' tortious misconduct has caused and continues to cause harm both to the Estate and the heirs of the Prince Estate in Minnesota; (d) pursuant to the Advisor Agreement, Defendants consented to personal jurisdiction in Minnesota for all claims, controversies and other disputes concerning or arising out of the Advisor Agreement; and (e) the State of Minnesota has a significant interest in providing a forum for this dispute.

7. This Court has subject-matter jurisdiction over this matter pursuant to Minn. Stat. Section 484.01 because the facts that form the basis of this action occurred, at least in substantial part, in the State of Minnesota, and, pursuant to the Advisor Agreement, Defendants consented to subject-matter jurisdiction for all claims, controversies and other disputes concerning or arising out of the Advisor Agreement.

8. Venue properly lies in this Carver County, Minnesota, pursuant to Minn. Stat. Section 542.09, because a substantial part of the events or omissions giving rise to the claim occurred in and around Minneapolis, Minnesota, and, pursuant to the Advisor Agreement, Defendants consented to exclusive venue in Carver County, Minnesota for all claims, controversies and other disputes concerning or arising out of the Advisor Agreement.

FACTS

9. Prince died unexpectedly at Paisley Park on April 21, 2016.

10. In late April of 2016, shortly after Prince's death, the probate judge overseeing the Estate named Bremer Bank, National Association as special administrator for the Prince Estate.

11. Jobu was formed as a Delaware limited liability company on February 16, 2016. From inception until January of 2017, Jobu was represented by David Fritz as corporate counsel. Mr. Fritz is (or was) Mr. Koppelman's son-in-law and is a senior named partner with Boyarski Fritz LLP, the

law firm which served as counsel for the Prince Estate during the time Jobu performed under the July 7 Agreement.

Negotiation of the July 7, 2016 Agreement

12. In April of 2016, Mr. Koppelman first raised with Jobu the possibility of it obtaining a production role in the anticipated, but not yet announced, Prince Tribute Show. At that time and throughout the time period relevant to this dispute, Mr. Koppelman shared an office with Jobu Presents and engaged in numerous discussions during April and May of 2016 at Jobu's office regarding Jobu Presents' potential involvement in the Prince Tribute Show.

13. During the April 2016 discussions between the parties, both by phone (including April 28) and at Jobu's office (throughout April of 2016), Jobu Presents provided Mr. Koppelman with information demonstrating that Jobu believed it offered a uniquely transparent model for distribution of all revenue streams resulting from the Tribute Show. Mr. Koppelman also had actual knowledge that Jobu Presents had been in existence for only a few months at that time.

14. Jobu also made clear during the parties' April 2016 discussions that the ancillary revenue resulting from the television and streaming rights for the Prince Tribute Show was an essential revenue component of the Show that Jobu needed to monetize in order to make the financial commitment necessary to produce the Tribute Show.

15. Negotiations between Mr. Koppelman and Jobu Presents continued throughout May of 2016. On May 25, 2016, Mr. Koppelman met with Jobu Presents to discuss in detail Jobu Presents' potential involvement in the Tribute Show. The details provided by Mr. Koppelman at that meeting, consistent with his prior representations, evidenced a large potential opportunity for Jobu Presents in the production of the Tribute Show both in terms of exposure and potential revenue, specifically the television and radio/streaming rights. During the May 25 meeting, both Plaintiff and Koppelman agreed that a material charitable component was essential to the production of a Prince Tribute Show

so that the Show would attract enough A-list talent to succeed financially both for the Estate as well as Jobu Presents. Mr. Koppelman expressly represented at the May 25, 2016 meeting that the production, solicitation of artists, marketing/promotion and staging of the Tribute Show included a material charitable component. He also identified U.S. Bank Stadium in Minneapolis as the prospective venue.

16. On June 1, 2016, Mr. Koppelman forwarded Jobu Presents a May 27, 2016 email exchange between counsel for Bremer Trust and the Monetization Experts (the “Bremer May 27 Email”), in which Laura Krishnan, counsel for Bremer, emphasized that the Estate was particularly interested in the following aspects of the Tribute Show: “(the Experts’) thoughts as to whether and how this can be done to have **a cash flow to the family** (particularly since Mr. Nelson’s was generous with certain siblings during his life), **benefit charity** and **benefit the estate while positively impacting Mr. Nelson’s brand and legacy.**” (emphasis supplied).

17. Mr. Koppelman forwarded the Bremer May 27 Email to Jobu Presents as a part of his continuing misrepresentation regarding the required inclusion of a charity component for the Show. At the time he made those representations to Jobu, Mr. Koppelman knew both that (a) the Estate could not provide any revenue from the Show to charity due to its past-due taxes owed the federal government; and (b) the Estate was in negotiations with Graceland Holdings to turn Paisley Park into a for-profit venture.

18. Jobu Presents reasonably relied upon Mr. Koppelman’s representations regarding the inclusion of a material charitable component for the Show to its legal detriment in entering into the July 7 Agreement.

19. On June 2, 2016, Mr. Koppelman emailed Jobu Presents the contact information for Mr. McMillan, who soon thereafter began to participate in the negotiations with Jobu Presents regarding the Tribute Show in conjunction with Mr. Koppelman.

20. On June 16, 2016, Defendant Bremer Trust entered into the Advisor Agreement with Advisors CAK Entertainment, Inc./Koppelman and McMillan/North Star Enterprises Worldwide, Inc.

21. The next day, June 17, 2016, Bremer Trust announced that “two seasoned executives, L. Londell McMillan (former attorney for Prince) and Charles A. Koppelman (long-time music publishing and entertainment executive)” had been named to manage Prince’s “entertainment assets.” The probate judge provided Bremer with authorization to make appointments on behalf of the Prince Estate. Specifically, the Court gave Bremer Trust the authorization to name experts from the entertainment industry who could “**take all prudent steps** to monetize the estate’s intellectual property.” (emphasis added.)

22. The same day, Defendant Koppelman both called Jobu Presents to brag about his anticipated \$20 million commission from his role as Advisor for the Estate and emailed Jobu Presents a money-bag emoji.

23. Jobu Presents talked with Mr. Koppelman by phone on June 20 (4 times), June 21 (1 time), June 22 (2 times), and June 23 (4 times) in furtherance of the negotiations leading up to the July 7 Agreement. During those phone calls, Defendant Koppelman continued to misrepresent that the Tribute Show included a material charity component for the production, marketing/promotion and staging of the Tribute Show so that they could attract essential A list talent necessary for the success of Show both for the Estate and Jobu Presents.

24. Jobu Presents also communicated with Mr. McMillan in the days leading up to the execution of the July 7 Agreement during which Mr. McMillan repeated Mr. Koppelman’s prior misrepresentations regarding the necessary inclusion of a charitable component for the Tribute Show.

25. Both Koppelman and McMillan also represented to Jobu Presents prior to July 7, 2016 that they had already discussed the Tribute Show with essential members of the Purple Family, including The Revolution, NPG and Shelia E, and secured those performers’ agreement to participate

in the Tribute Show. The Advisors knew their representations to Jobu prior to July 7 regarding the Purple Family were untrue at the time as they had not even discussed with any of the Purple Family whether they would agree to perform at the Show at the time the Advisors made those representations. Moreover, both Koppelman and McMillan did not have any intention to engage in those discussions before obtaining Jobu Present's agreement to produce the Show. Defendants' intentional misrepresentations also remained untrue at the time of Jobu Presents' rescission of the Agreement as neither Koppelman nor McMillan had even contacted The Revolution or Shelia E as of August 26, 2016. Finally, neither The Revolution nor Shelia E. performed at the Tribute Show.

26. The Advisors knew the Prince Tribute Show could never contain a material charitable component due to the Estate's tax issues at the time the Advisors made the representations to Jobu Presents. The Advisors nonetheless intentionally misrepresented the charitable component as an additional inducement for Jobu's participation as producer of the Show on the terms reflected in the July 7 Agreement.

27. McMillan and Koppelman failed and/or refused to disclose to Jobu Presents at that time that it was not possible for the Prince Tribute Show to benefit any charity due to the substantial back taxes owed by the Estate to the federal government.

28. McMillan and Koppelman also knew prior to July 7, 2016, that the Estate was in negotiations with Graceland Holdings to turn Paisley Park into a for-profit venture.

29. Jobu Presents entered into the July 7 Agreement with the Prince Estate for production of the anticipated Prince Tribute Show.

30. In entering into the July 7 Agreement, Jobu reasonably relied upon the material representations by Koppelman and McMillan that (a) the core Purple Family members had been contacted and had committed to perform at the Tribute Show; and (b) the Tribute Show included a charitable component, which was essential to securing A-list talent for the Show.

31. The July 7 Agreement also required that Jobu Presents make a Two Million, One Hundred Thousand (\$2,100,000) payment to the Prince Estate. Mr. Koppelman and Mr. McMillan, who were not parties to the Agreement, would realize a \$210,000 commission from the initial payment by Jobu under the July 7 Agreement.

The Advisors' Voluntary and Fraudulent Participation under the July 7, 2016 Agreement

32. Koppelman and McMillan knew the completion of the Tribute Show was the necessary first step in their role as Monetization Experts. Accordingly, it was necessary to promptly carry out the Tribute Show in order to illustrate their influence in the music industry and thus to pave the way to collect substantial commissions from the Estate's publishing, recorded music, performance and merchandising rights which they were seeking to obtain after completion of the Show.

33. The Advisors were not parties to the July 7 Agreement and had no legal obligation to adhere to the terms of the Agreement in their performance under the Agreement. Because the combined commission for Koppelman and McMillan exceeded \$210,000 if the July 7 Agreement were fully performed, and, in an effort to maintain their unilateral control over the Prince Estate, the Advisors voluntarily performed under the July 7 Agreement in furtherance of their own self-interests and to the detriment of Jobu Presents (and the Prince Estate).

34. On July 8, 2016, a U.S. Bank Stadium representative informed the Monetization Experts that August 13, 2016 was no longer available for a Prince Tribute Show, in part, due to the fact that “. . . there is also simply not enough time to properly produce a show of this magnitude that we believe would represent the Prince legacy the proper way and something he would be proud of.”

35. On July 11, 2016, a U.S. Bank representative offered the Monetization Experts new dates for the Prince Tribute Show in September and October of 2016. U.S. Bank agreed not to charge rent for the use of the Stadium and to provide a \$3 rebate per ticket sold for the Show based on the

Advisors' misrepresentations to the venue that part of the proceeds from the Show would benefit Prince charities. Koppelman called Jobu Presents and informed it of U.S. Bank's proposal the same day.

36. In contrast to U.S. Bank Stadium, the Monetization Experts were more interested in securing their commission-based role to "monetize" Prince's Estate for future deals that emerged shortly after the Tribute Show (such as a performance rights deal with Global Music Rights, a merchandising agreement with Universal Music Group's Bravado, a publishing agreement with Universal Music Publishing, and a recorded music catalog agreement with Universal Music Group) than representing Prince's legacy with the Prince Tribute Show.

37. Koppelman and McMillan, engaged in a systemic pattern of misrepresentations regarding critical details necessary for the required production of the Tribute Show on the agreed-upon terms under the July 7 Agreement ranging from the date, location, and charity component to the purported approached and secured by McMillan and Koppelman for the Tribute Show. The Advisors misrepresented both conversations with and commitments from a wide array of artists not only to Jobu Presents, but also to agencies and managers for the artists, which created significant obstacles to Jobu Presents' ability to perform under the July 7 Agreement, especially in light of the Advisors' continued struggle to provide any details regarding the charity involved in the Show.

38. From the beginning of the July 7 Agreement, the Advisors ignored most contractual obligations under the Agreement unless the provision, such as payment to Estate (and resulting commissions to the Advisors), benefitted Defendants.

39. For example, the Advisors took the lead in efforts to secure talent for the Show from the outset despite having no contractual obligations to do so under the July 7 Agreement. Moreover, neither Koppelman nor McMillan ever presented any artist for Jobu's mutual approval. Rather, the Advisors would misrepresent to Jobu their purported discussions with artists and the artists' resulting alleged commitment to perform at the Show without any inquiry as to the approval of Jobu.

40. In mid-to-late July of 2016, the Monetization Experts pressured Jobu Presents to have the Tribute Show on September 25, 2016, at U.S. Bank Stadium (after originally insisting the Show go forward in August 2016), despite Jobu's concern regarding two major festivals on the same day, which competed for the desired artist talent.

41. In response, Jobu Presents stressed that it was essential to have a quality Tribute Show rather than the soonest possible Tribute Show, which required the ability to advertise the A-list artists **of which they had none**, despite the Advisors' representations to the contrary in inducing Jobu Presents to enter into its July 7 Agreement, all of which would be accentuated with an earlier show date.

42. During the latter part of July 2016, details and representations from the Monetization Experts unraveled, including, without limitation:

- a. Jobu Presents discovered that the Advisors had not secured any essential members of Prince's Purple Family for the Tribute Show despite their representations to the contrary;
- b. The Advisors' misrepresentations to third-party artists, managers and booking agents with regard to the Advisors' purported discussions with musical acts and those acts agreement to perform at the Show. Jobu Presents learned that both Koppelman and McMillan had falsely represented other A-list musicians' agreements to perform at the Tribute Show to induce other third-party acts and managers to commit; and
- c. The Advisors' ongoing difficulties in providing necessary detail regarding the actual charities benefitting from the Tribute Show, which further undermined the credibility of the entire Show and ability to secure necessary talent.

43. As a result, a growing cloud hung over the Show in the music community because of Defendants' fraudulent conduct in negotiating with these artists and their representatives and the failure to identify a credible charity benefitting from the Show. There was also a growing hostility towards performing solely for the economic benefit of an increasing number of purported heirs fighting over proceeds from the Prince Estate.

44. Jobu Presents reiterated its significant concerns regarding the ability to produce the Tribute Show and the company's resulting unwillingness to make the initial Two Million, One Hundred Thousand Dollar (\$2,100,000) payment to the Prince Estate for a Show with no date announced, no artists secured, much less A-list talent, and no charity identified in response to repeated questions regarding the same from artists/managers approached. The discussions between Jobu and Defendants included emails between the parties, in-person conferences at Jobu's office, and calls between Koppelman and Jobu on July 14 (2), July 18 (1), July 19 (2), July 20 (1), July 21 (4), July 22 (6), July 23 (1) and July 25 (2).

45. In response, on July 26, 2016, McMillan, with Koppelman's knowledge and approval, and, in an effort to announce a date for the Show, again intentionally misrepresented to Jobu Presents that (a) Defendants had talked with numerous artists about performing at the Show, and (b) the artists had allegedly committed to do so, including The Revolution, NPG and Shelia E, among other acts critical to the success of the Tribute Show.

46. On July 26, 2016, Jobu again raised its concern with Defendants' inability to provide sufficient detail regarding charitable component and requested a teleconference to discuss the issue.

47. On July 27, 2016, in response to Jobu Presents' July 26, 2016 request for a call to discuss its need for specific details concerning the charities that Jobu Presents could identify in its efforts to secure talent on an expedited basis for the Tribute Show, Defendant McMillan stated, in part, that "[i]n terms of charity, **that is a very sensitive issue and one that has to be handled in a special way.**" (emphasis supplied). Defendants' "special way" was to mislead Jobu Presents and the artists/management community that any of the proceeds from the Tribute Show would ever go to charity.

48. That same day, Defendant Koppelman assured Jobu that the necessary details for the charitable component of the Tribute Show would be provided.

49. Later that same day, McMillan, with the knowledge and approval of Koppelman, reiterated to Jobu Presents same falsehoods regarding the artists committed to perform at the Show: “[w]e have numerous artists onboard already committed. They are important. We are also making an announcement tomorrow. Thanks.” In fact, Defendants had obtained no artist commitments as of July 27, 2016.

50. On July 28, 2016, members of the Prince family announced that a Prince Tribute Show was being scheduled for October 13, 2016, at the newly-opened U.S. Bank Stadium in Minneapolis, Minnesota. As of July 28, 2016, no artist had committed to playing the Prince Tribute Show.

51. Despite the fact that no A-list talent, including any of the Purple Family artists, had agreed to perform at the Show and tickets had not even been put on sale, McMillan and Koppelman demanded that Jobu Presents make the initial payment under the July 7 Agreement, which was commissionable for them under the Advisor Agreement. Further, McMillan and Koppelman could not afford for this initial high-profile public event on behalf of the Prince Estate to implode, as it would impair their ability to earn tens of millions of dollars in commissions at the expense of the Prince Estate’s primary assets once they finished the Tribute Show.

52. Jobu Presents therefore continued to raise its unwillingness to go forward with the funding and performance obligations under the Agreement without any A-list talent committed to performing at the Tribute Show and the continued lack of transparency regarding a charitable component for the Show necessary to accomplish the talent acquisition.

53. In response, during an early August 2016 meeting with Jobu, Mr. Koppelman, in furtherance of his pursuit of commissions and as a sign of desperation to retain complete control over all the assets of the Prince Estate, rejected Jobu’s concerns without explanation, and threatened to destroy Jobu’s economic viability if it refused to go forward under the July 7 Agreement.

54. During the early August 2016 meeting, Koppelman again misrepresented the inclusion of a charitable component for the Show and his own ability to secure A List talent going forward on an expedited basis. Jobu relied upon Koppelman's representations to its detriment in continuing to perform under the July 7 Agreement and executing the promissory note.

55. Koppelman concluded by demanding that Jobu make the initial payment under the July 7 Agreement with funds borrowed from Koppelman and execute a promissory note for repayment to Koppelman of the same.

56. Defendant Koppelman made clear that he would inflict intentional economic harm on Jobu if it refused to borrow money from Koppelman, make the initial payment and continue performance under the July 7 Agreement. Specifically, Mr. Koppelman threatened to destroy Jobu Presents' business opportunities, including its relationship with a high-profile musical act, if Jobu Presents failed to go forward under the July 7 Agreement.

57. Jobu Presents executed a promissory note in the amount of Two Million (\$2,000,000) Dollars with Mr. Koppelman and made the initial payment under the July 7 Agreement. (A copy of the promissory note is attached as **Exhibit B**).

58. The August 2016 Promissory Note requires Jobu Presents to pay an interest rate of thirty-one (31%) percent in the event of a default. Defendant Koppelman knowingly charged an interest rate in excess of the maximum interest rate allowed under New York's criminal usury statute on the August 2016 promissory note.

59. Specifically, Section 6 of the Promissory Note states as follows:

Upon the occurrence of any Event of Default, the Promissory Note shall accrue interest at the Default Rate, a rate per annum equal to the Fixed Interest divided by the Principal Amount plus an additional 10.0% of the Principal amount.

60. The actual default interest rate is approximately 31% in violation of New York Penal Law, Section 190.40.

61. The current maximum annual interest rate is 25% under New York's criminal usury statute.

62. From late July through August 8, McMillan and Koppelman had provided Jobu with a series of proposed charities to include in the artist letter used by the parties to solicit artist participation in the Tribute Show. Each of the proposed charities provided to Jobu by McMillan and Koppelman was rejected by the artist/management community because they lacked sufficient detail and transparency and only exacerbated the A-List talent issue for the Show, further damaging the contractual expectations of Jobu under the July 7 Agreement.

63. On August 7, 2016, Mr. McMillan confirmed to Jobu Presents and counsel for Bremer Trust (falsely as it turned out) that “Qwestlove and the Roots are in also.” In fact, neither Qwestlove nor the Roots had ever talked with Mr. McMillan nor committed to perform at the Show.

64. On August 8, 2016, Jobu Presents again raised with the Monetization Experts the ongoing issues with artist agencies and managers regarding demands for transparency regarding the identity of the specific charities benefiting from the Show and the percentage of total revenue going to charity as these issues continued to plague the ability to secure any artists for the Show. Jobu Presents then circulated a draft artist letter for Mr. McMillan’s review and input which would be sent to the artist/management community to alleviate their concerns regarding the credibility of the Show and its organizers.

65. In response to Jobu’s request for a credible charity to identify in the artist letter, Mr. McMillan, with the knowledge and approval of Koppelman, sent Jobu Presents a revised artist letter in which he included **Paisley Park** as a charity benefitting from the Prince Tribute Show. At the time Mr. McMillan sent Jobu his revised artist letter, Defendants intended for Jobu Presents to present those representations in response to questions and concerns from the artist community that had impaired Jobu Presents’ ability to secure the necessary A-list talent. Defendants also knew, however, that the

information McMillan provided in the artist letter was demonstrably false as the Prince Estate, in conjunction with the Advisors, had been negotiating with Graceland Holdings for a multi-million dollar agreement to turn Paisley Park into a for-profit venture as specifically referenced in the Monetization Experts' June 16, 2016 Agreement with Bremer Trust on behalf of the Estate. (A copy of Mr. McMillan's August 8, 2016 email and attached redline of draft artist agreement is attached as **Exhibit C**).

66. Jobu and Koppelman had a call the same day, August 8, 2016, in which they discussed the inclusion of Paisley Park as the charity component for the Tribute Show.

67. On August 12, 2016, Koppelman emailed Jobu to call him "for a solution" in response to Jobu's insistence that the lack of clear charity was destroying the ability to secure necessary talent. Jobu and Koppelman discussed the same on two separate calls the same day.

68. On August 15, 2016, Jobu Presents again insisted that the Advisors provide sufficient detail on the "donation" to Paisley Park in response to continued problems on this topic in discussions with artist representatives, including information on the charity component of the Show relating to the percentage of money from the Tribute Show earmarked for charity.

69. In a series of emails, Jobu Presents, in light of now being told of the issues surrounding the Prince Estate's tax bill, demanded answers on the specific charities involved in the Show and made clear that the Advisors continued to damage the Show because of the lack of clarity in the message to the artists and their representatives:

Please forgive us but after this being discussed as having a big charity component even long before we decided to make a bid (which led to us stretching show guarantees to the extreme), hearing you come on the phone last week and say 'the problem is the government will not allow the estate to donate money to charity because it has such a big 'tax bill' really changed everything. We need to know for both agents/managers and ourselves where the money is going.

70. Jobu Presents again emphasized that Defendants' conduct damaged Jobu's ability to perform under the July 7 Agreement. Jobu Presents also forwarded the May 2016 discussions regarding importance of charity between Bremer Bank and the Monetization Experts, which Mr. Koppelman forwarded to him at the time, and consistent with Defendants' pre-July 7 misrepresentations regarding a material charitable component for the Show. Defendants also knew of the Prince Estate's tax issues and resulting difficulty in providing any of the proceeds from the Show to charity and failed to disclose that at any time prior to August 8.

71. On August 15, 2016, McMillan emails Jobu, among many other parties, in which he instructs Jobu to send to him "(a)nyone with those type of questions should be directed to those of us who can be more specific. **There was never any condition that we needed a "specific" charity or that all of the funding would go to a charity. . . .**" (emphasis supplied). Koppelman had two phone calls with Jobu the same day in which he reiterated McMillan's position.

72. On August 17, 2016, Jobu Presents learned from discussions with CAA that John Mayer **was not available** to perform at the Prince Tribute Show. Jobu Presents notified Defendants that John Mayer was not available for the Tribute Show on August 18, 2016.

73. On August 23, 2016, Mr. Koppelman forwarded an email exchange he had with a representative of Mr. Azoff's management company in an effort to secure Christina Aguilera for the Tribute Show. Mr. Azoff is a renowned music entertainment executive, who formerly served, among other jobs, as CEO of Live Nation and Ticketmaster, and owned an artist management company that represented numerous high-profile artists. In the email, Mr. Koppelman again falsely represented to Azoff's management company the following artists had been confirmed for the Tribute Show: Red Hot Chilli Peppers (who were already scheduled to play in Paris, France the night of the Tribute Show), the Weeknd, and Shelia E. Consistent with the Monetization Experts' other representations, **none** of those artists had actually been confirmed as of August 23, 2016. In fact, none of the referenced artists

ever discussed the Show with Koppelman or ever made a commitment to perform at the eventual Tribute Show.

74. In the same August 23, 2016 email, Mr. Koppelman again misrepresented to Ms. Aguilera's management that the proceeds from the Tribute Show were to benefit Paisley Park as one of the designated charities.

75. On August 24, Mr. McMillan notified Jobu Presents that he believed they were gaining a lot of traction (without any actual details of any traction) and stated cryptically that there was another Prince-related announcement coming out that day, which he believed would get people asking about the Tribute Show.

76. The announcement was that the Prince Estate had entered into the agreement with Graceland Holdings for the Paisley Park for-profit venture.

77. Despite Jobu Presents' significant efforts to perform under the July 7 Agreement, the August 24, 2016, announcement that the Prince Estate had entered into a for-profit venture with Graceland Holdings to open Paisley Park for public tours killed any chance of Jobu Presents' ability to produce the Show under the July 7 Agreement. Defendants had represented in writing to artist agencies and managers that Paisley Park would be a primary charity component for the Show just prior to the announcement. And Defendants knew that the Estate's Agreement with Graceland Holdings would render the charity details provided to Jobu and circulated to all artists and representatives being pursued for the Show worthless. The announcement made certain that few, if any, A-list artist would want to attach themselves to the Tribute Show and vitiated Jobu's contractual expectations under the July 7 Agreement.

78. Specifically, the announcement of the agreement with Graceland Holdings, which was never disclosed to Jobu Presents before the August 24 announcement, contradicted the letter authored

by Mr. McMillan and approved by Koppelman in response to Jobu Presents' renewed demand regarding the need for transparency regarding the revenue resulting from the Show.

79. Jobu had informed Defendants repeatedly the artists/management community's concerns about performing at a Show for a reduced performance fee on behalf of a purported Prince charity only to learn such charity was actually the heirs of the Prince Estate. Rather, they wanted to be certain that the revenue from their performance and the Tribute Show would actually go to Prince charities.

80. Defendants knew that they had misled Jobu Presents, and the entire artist/management community, from inception regarding the critical charitable component for the Show.

81. Jobu Presents also learned on August 24, 2016, in discussions with Dez Dickerson of The Revolution, that none of the members of The Revolution had even been contacted, much less committed to perform, at the Tribute Show. Mr. Dickerson's statement was in direct contrast to both McMillan and Koppelman's pre-July 7, 2016 representations to Jobu regarding (a) Defendants' purported discussions with members of the Revolution regarding the Show; and (b) the Revolution's alleged commitment to perform at the Show.

82. On August 24, 2016, Mr. Koppelman sent Jobu Presents an email that represented that Christina Aguilera was confirmed and next for Mr. Koppelman was John Mayer. (A true and correct copy of the August 24, 2016 email is attached as **Exhibit D**). Mr. Koppelman represented that he spoke to Irving Azoff on August 24, 2016, who confirmed that Ms. Aguilera was committed to perform at the Tribute Show. Mr. Koppelman further suggested that Ms. Aguilera was willing to possibly do so for free. Neither Ms. Aguilera nor Mr. Mayer performed at the eventual Prince Tribute Show. Mr. Koppelman knew his representations were untrue when he made them and they were designed to mislead Jobu Presents and the artists Jobu Presents sought to secure for the Show.

83. On August 25, 2016, Jobu Presents had a discussion with DPS regarding the problems created by the Advisors for the Prince Tribute Show. DPS, who would have received over Four Million (\$4,000,000) Dollars from its work for the Show, stated (a) they did not see any A-list talent interested in the Show; (b) DPS believed the lack of talent raised a big red flag on the viability of the Show; and (c) Jobu Presents should not go forward under the July 7 Agreement in light of the circumstances as of August 25, 2016.

84. That same day, Jobu Presents first notified Bremer Trust of its intent to rescind the July 7 Agreement due to the systemic and material misrepresentations of Mr. McMillan and Mr. Koppelman.

85. In response to Jobu Presents' notice of its intent to rescind the July 7 Agreement, Mr. Koppelman met with Jobu Productions on August 26, 2016. In that meeting, Mr. Koppelman again intentionally misrepresented (a) the roster of artists he had allegedly contacted to perform at the Show; and (b) those artists' commitment to play at the Show, including the Weeknd and Alicia Keys. Mr. Koppelman knew these representations were untrue at the time he made them to Jobu Presents, and he intended for Jobu Presents to rely upon his material misrepresentations to its legal detriment, including incurring hundreds of thousands of dollars in expenses for DPS's pre-production work for the U.S. Bank Stadium Show. The pre-production work was especially necessary for DPS to perform under its multi-million agreement to provide production services for the Show under an expedited timeframe.

86. On August 31, 2016, another representative of The Revolution wrote to Jobu Presents with his concern that The Revolution continued to be marketed by the Monetization Experts to perform at the Prince Tribute Show (consistent with the Advisors' representations since inception of the negotiations for the July 7 Agreement). Mr. Berg wrote, in part,:

As of my last conversation with Charles there were no artists he could list as

being contracted to perform. I would be interested in hearing who might be lined up and continue a dialogue, but in the meantime, may I please ask that you remove The Revolution from any correspondence or solicitation relating to the October concert.

(A true and correct copy of the August 31, 2016 email from Tony Berg to Jobu Presents is attached as **Exhibit E**) (emphasis supplied).

87. Counsel for Bremer Trust rejected Jobu Presents' claims on September 8, 2016.

88. The next day, on September 9, 2016, litigation counsel for Jobu Presents sent a demand letter in response to Bremer Trust's September 8 denial. (A true and correct copy of the September 9, 2016 demand letter is attached as **Exhibit F**).

89. On September 15, 2016, after discussion between counsel for Jobu Presents and counsel for Bremer Trust, counsel for Bremer Trust made the following interim settlement proposal:

- Bremer sends Jobu Presents \$2,000,000 by September 26, 2016. This return of funds does not waive any rights by Bremer with respect to such funds or any potential claims against Jobu Presents, all of which are reserved. Your client, similarly, retains and reserves all potential rights and claims.
- The parties agree to a mediation sometime in the second half of October. Bremer is flexible as to the selection of the mediator and the location of the mediation, though the parties will work jointly to reach agreement on these points.
- Neither party will commence any litigation unless and until an impasse at the mediation is declared. If an impasse is declared, Bremer will not commence any litigation until 48 hours after declaration.
- The parties (and their agents) agree not to disparage each other (or their agents) pending the mediation.

90. Later that day, Jobu Presents confirmed its consent to the interim agreement.

91. As part of the interim agreement, Bremer Trust agreed to return \$2,000,000 to Jobu Presents under a reservation of rights. At that time, Jobu Presents maintained claims regarding the July 7 Agreement for damages in excess of \$650,000 relating to expenses incurred in DPS' pre-production work on behalf of the Show and other incidental expenses in addition to the \$2,000,000 payment made under the Agreement, which Bremer Trust returned under reservation of rights.

92. Jobu learned shortly after rescinding the July 7 Agreement in early September that Live Nation and Irving Azoff had become actively involved in assisting the Monetization Experts' production of the Show. Upon information and belief, no one on behalf of the Prince Estate ever donated any of the proceeds from the Show to charity.

93. On September 18, 2016, the Prince Estate announced that John Mayer and Christina Aguilera would perform at the Prince Tribute Show, now scheduled to take place at the Xcel Energy Center, in Minneapolis, Minnesota.

94. On September 22, 2016, Bremer Trust wired Jobu Presents \$2,000,000 pursuant to the parties' interim agreement.

95. Upon learning of the return of the \$2,000,000 to Jobu Presents under reservation of rights, Mr. Koppelman threatened to have the CEO jailed and declared that he would ruin Plaintiff's valuable relationships with third parties. Defendant Koppelman then defamed and disparaged Jobu Presents and its CEO to a prospective contractual relationship and third parties close to that prospective contractual relationship in order to intentionally destroy the prospective contractual relationship out of spite. Consistent with his threats throughout the relationship, Mr. Koppelman intentionally destroyed Jobu Presents' profitable agreement with a third party unrelated to the Prince Estate, which caused Jobu Presents damages in excess of Five Million (\$5,000,000) Dollars.

96. Defendant Koppelman later insisted, in a March 2017 confrontation of the principal of Jobu Presents, that Bremer had returned the \$2,000,000 to Jobu Presents in September of 2016 so that Jobu Presents would pay the same to Mr. Koppelman pursuant to the August 2016 promissory note. Jobu Presents later discovered that Mr. Koppelman was again not telling the truth in this instance.

97. On October 11, 2016, two days before the Tribute Show and with most of the tickets having been sold so close to the Show, a publicist for the venue confirmed that John Mayer was

unable to attend but did not provide any additional details. Jobu Presents had previously learned from CAA in August of 2016 that John Mayer was unable to participate in the Tribute Show, which it had informed Defendants prior to its rescission of the July 7 Agreement.

98. The same day, a different source reported that Christina Aguilera was “ill” and not likely to attend the Tribute Show.

99. Defendants marketed Christina Aguilera and John Mayer as participants in the Tribute Show to increase ticket sales, despite actual knowledge that, at a minimum, CAA had already confirmed Mr. Mayer was not available, which raises questions regarding the accuracy of Defendants’ advertisement and marketing of the Show to the public.

100. McMillan and Koppelman’s Advisor Agreement expired on or about January 12, 2017. McMillan and Koppelman continued to negotiate and enter into agreements subject to their right to a ten percent commission under the Advisor Agreement during the 120-day window after its expiration. As a result, the Monetization Experts continued to engage in self-interested transactions at the expense of the Prince Estate even after Bremer Trust agreed to return \$2,000,000 to Jobu Presents as a result of its review of evidence of Koppelman and McMillan’s misconduct under the July 7 Agreement in conjunction with Jobu’s rescission demand.

101. On or about November 2, 2016, McMillan and Koppelman entered into an agreement on behalf of the Prince Estate with Universal Music Publishing.

102. On January 10, 2017, McMillan and Koppelman entered into an agreement on behalf of the Prince Estate with Universal Music Group’s merchandising and brand development company, Bravado, to serve as the exclusive worldwide branding and licensing partner of the Prince Estate.

103. On January 11, 2017, McMillan and Koppelman entered into an agreement on behalf of the Prince Estate with Irving Azoff's Global Music Rights, which was described by Billboard magazine as follows:

Global Music Rights has won the sweepstakes to represent the Prince catalog for performance licensing, signing a deal with Bremer Trust which has been overseeing the estate of the innovative artist. The deal is backdated to Oct. 1, 2016, for the entire Prince catalog on a worldwide basis, both for released and unreleased tracks.

<http://www.billboard.com/articles/business/7654288/prince-global-music-rights-gmr-performance-licensing-deal>

104. McMillan and Koppelman entered into an agreement on behalf of the Prince Estate with Universal Music Group for Prince's recorded music catalog on January 31, 2017.

105. On March 15, 2017, Jobu Presents met with Mr. Koppelman at Mr. Koppelman's insistence at Defendant's office in New York, NY.

106. Due to Defendant Koppelman's threats to bring about Jobu's financial ruin and criminal prosecution and his intentional destruction of Plaintiff's valuable relationship with a third party, Jobu's CEO, Vaughn Millette, in anticipation of litigation, recorded his meeting with Mr. Koppelman.

107. In the Recorded Conversation, Defendant Koppelman demanded repayment of his \$2 million and repeats his intent to have the CEO of Jobu criminally prosecuted if Koppelman was not paid.

108. Jobu Presents rejected Koppelman's demand and reiterated two reasons why: (1) Mr. Koppelman did substantial damage to Jobu Presents during and after the July 7 Agreement; and (2) no settlement had been reached regarding disputed issues surrounding the Tribute Show as set forth in the interim agreement with Bremer Trust.

109. In response, Mr. Koppelman states: “There’s nothing to figure out other than now that **I’m finished with Prince entirely, got paid all my money.** I was responsible for you getting back your \$2 million. **I told Bremer to send it, which they did.**” Further, Mr. Koppelman, threatened to cost Mr. Millette “**anything and everything you have, your reputation, any money you have, any money your family has, I’m just going to go get it now.**” And then also this: “**The war begins tomorrow.**”

110. Three weeks later, in April of 2017, several media outlets, including The Wall Street Journal, reported on Universal Music Group’s potential claim (believed to be approximately \$30 million) against the Prince Estate, Bremer Trust, and the Monetization Experts, who led the deal with Universal, in that the Monetization Experts may have misrepresented the terms of Warner’s rights to facilitate the January 31, 2017 recorded music catalog agreement with UMG.

111. On May 17, 2017, Comerica Bank as the Personal Representative of the Prince Estate sought the Minnesota probate court’s approval to rescind the January 31, 2017 UMG Agreement.

112. On July 13, 2017, the Probate Court in the Prince Estate proceeding granted Comerica Bank’s Motion to Rescind the Estate’s January 31, 2017 Agreement with Universal Music Group for Prince’s recorded music in response to allegations of fraud by Universal Music Group against the Monetization Experts.

COUNT I **FRAUD IN THE INDUCEMENT**

113. The preceding allegations are restated and incorporated by reference.

114. Defendants made material misrepresentations of existing facts to Jobu Presents in the negotiation of the July 7, 2016 Agreement that (a) the Tribute Show included a material charity component for the production, marketing/promotion and staging of the Tribute Show so that the parties could attract essential A list talent necessary for the success of Show both for the Estate and Jobu

Presents; and (b) Defendants had already discussed the Tribute Show with essential members of the Purple Family, including The Revolution, NPG and Shelia E, and secured those performers' agreement to participate in the Tribute Show.

115. Defendants knew these representations were false at the time they made them to Jobu Presents in that (a) Defendants knew at the time they made the misrepresentations that they could never include a charitable component for the Tribute Show due to the back taxes owed by the Prince Estate; and (b) Defendants had not contacted, much less received commitments from, any member of the "Purple Family" to perform at the Prince Tribute Show prior to July 7, 2016.

116. Defendants intentionally made these misrepresentations with an intent to induce Jobu Presents to enter into the July 7 Agreement.

117. Jobu Presents reasonably relied on Defendants' material and intentional misrepresentations to its legal detriment in entering into the July 7 Agreement.

118. Jobu Presents has suffered damages in excess of Four Million, Six Hundred Thousand Dollars (\$4,600,000) as a result of Defendants' fraudulent conduct in the negotiation of the July 7, 2016 Agreement.

119. Alternatively, Jobu Presents seeks the equitable remedy of rescission of the July 7, Agreement as a result of Defendants' intentional and material misrepresentations in the negotiation of the July 7 Agreement.

COUNT II
FRAUDULENT MISREPRESENTATION

120. The preceding allegations are restated and incorporated by reference.

121. After the execution of the July 7 Agreement, Defendants continued to advance the fraudulent misrepresentations to Jobu Presents of existing facts necessary for Jobu to perform under the July 7 Agreement that (a) the Tribute Show included a material charity component for the

production, marketing/promotion and staging of the Tribute Show so that the parties could attract essential A list talent necessary for the success of Show both for the Estate and Jobu Presents; and (b) Defendants had contacted numerous A-List musicians, ranging from the Red Hot Chilli Peppers, to the Weeknd to Shelia E. to the Revolution, who all had committed to perform at the Tribute Show.

122. In actuality, Defendants had never discussed the Tribute Show with most of the A-List acts, including the Red Hot Chilli Peppers, the Weeknd, Shelia E. or members of the Revolution, much less received a commitment from those musicians at the time Defendants made those representations to Jobu.

123. Defendants also knew the difficulties Jobu Presents was experiencing in the artist/management community as a result of Defendants' inability to provide requested detail on the charitable component of the Tribute Show.

124. Defendants had provided several other charities in prior versions of the artist letter which had been rejected by the artist and management community as lacking necessary detail and transparency regarding use and recipients of anticipated funds from the Tribute Show.

125. Just prior to the announcement regarding the Paisley Park/Graceland Holdings for-profit joint venture, Defendants instructed Jobu Presents to use an artist letter authored by McMillan that referenced Paisley Park as a charity beneficiary from the Tribute Show in response to ongoing concerns raised by the artist/management community.

126. Defendants knew that Paisley Park could not be a designated charity due to the agreement they had negotiated with Graceland Holdings during the six weeks prior to the public announcement.

127. The August 24, 2017 announcement of the Paisley Park for-profit Agreement vitiated Jobu Present's ability to perform under the July 7 Agreement.

128. Defendants' misrepresentations were intentional, malicious and designed to entice Jobu Presents to continue performance under the July 7 Agreement so that Defendants' ability to monetize other Prince publishing, recorded music, and performing rights assets for their own self gain would not be impaired.

129. Defendants knew or should have known that their representations to Jobu Presents (as well as third parties) were intentionally false or reckless regarding critical components of the Tribute Show, such as the inclusion of a charitable component and the artists with whom Defendants had communicated and those artists' purported commitment for the Tribute Show.

130. Jobu Presents justifiably relied upon Defendants' fraudulent misrepresentations to its legal detriment in performing under the July 7 Agreement and executing the August 2016 promissory note.

131. Jobu Presents has suffered damages in excess of \$4,600,000 as a result of Defendants' fraudulent misrepresentations in their voluntary performance under the July 7 Agreement.

COUNT III
NEGLIGENT MISREPRESENTATION

132. The preceding allegations are restated and incorporated by reference.

133. Defendants voluntarily performed under the July 7 Agreement in an effort to further their own economic interests under their June 16 Advisor Agreement with the Prince Estate. In furtherance of their own economic interests, Defendants provided Jobu Presents with false information relating to the Tribute Show, including that the Prince Tribute Show included a material charity component for the production, marketing/promotion and staging of the Show; and (b) Defendants' contact with numerous A-List musicians and commitment from those artists to perform at the Tribute Show, among other false information critical to Jobu's consent to enter into the July 7 Agreement and performance during the July 7 Agreement.

134. Defendants failed to exercise reasonable care or competence in communicating the information to Jobu Presents.

135. Jobu Presents justifiably relied upon the false information provided by Defendants in both entering into the July 7 Agreement and continuing to perform under the Agreement until August 26, 2016 to its legal detriment.

136. Jobu Presents has suffered damages in excess of \$4,600,000 as a result of the Defendants' negligent misrepresentations both prior to and during the July 7, 2016 Agreement.

COUNT IV **PROMISSORY FRAUD**

137. The preceding allegations are restated and incorporated by reference.

138. Defendants falsely represented the following critical facts to Jobu Presents: (a) the Tribute Show included a material charity component for the production, marketing/promotion and staging of the Tribute Show so that the parties could attract essential A list talent necessary for the success of Show both for the Estate and Jobu Presents; and (b) Defendants had already discussed the Tribute Show with essential members of the Purple Family, including The Revolution, NPG and Shelia E, and secured those performers' agreement to participate in the Tribute Show.

139. Defendants knew that they would never perform the representations at the time they made these representations to Jobu Presents. Defendants had neither discussed with nor secured anyone for the Show prior to July 7, 2016 much less the critical members of the "Purple Family." Defendants could never include a material charitable component for the Tribute Show due to the outstanding federal back tax issues for the Prince Estate, which made doing so impossible.

140. Defendants made the representations with an intent to induce Jobu Presents to enter into the July 7 Agreement.

141. Jobu Presents reasonably relied on Defendants' material and intentional misrepresentations to their legal detriment in entering into the July 7 Agreement.

142. Jobu Presents has suffered damages in excess of Four Million, Six Hundred Thousand Dollars (\$4,600,000).

143. Alternatively, Jobu Presents seeks the equitable remedy of rescission of the July 7 Agreement as a result of Defendants' promissory fraud.

COUNT V
REQUEST FOR DECLARATORY JUDGMENT UNDER MINN. STAT. Ch. 555

144. The preceding allegations are restated and incorporated by reference.

145. A dispute exists between Plaintiff and Defendant Koppelman regarding the enforceability of the August 2016 promissory note between the parties as a result of (a) Defendant Koppelman's fraudulent conduct in the negotiation of and performance under the July 7, 2016 Agreement; (b) Defendant's attempted coercion and resulting duress on Plaintiff during its execution of the promissory note caused by Defendant Koppelman's repeated threats to inflict economic harm on Plaintiff and its principal, Vaughn Millette, if Plaintiff did not execute the note, make the required payment under the July 7, 2016 Agreement and continue to perform its role as producer for the Tribute Show; and (c) the promissory note violates New York usury laws in that the note exceeds the current maximum annual interest rate of 25% under New York's criminal usury statute.

146. Defendant Koppelman claims that the August 2016 promissory note is enforceable.

147. Defendant Koppelman has demanded Plaintiff pay the August 2016 promissory note.

148. A declaration under Minn. Stat. Ch. 555 regarding the enforceability of the August 2016 promissory note will terminate a controversy and end uncertainty between the Parties.

procured the note by his fraudulent conduct in the negotiation of and performance under the July 7 Agreement; (b) Defendant Koppelman caused Plaintiff undue duress during the execution of the note because of Defendant Koppelman's repeated threats to inflict economic harm on Plaintiff and its principal, Vaughn Millette, if Plaintiff did not execute the note, make the required payment under the July 7, 2016 Agreement and continue to perform its role as producer for the Tribute Show; and (c) the note exceeds the current maximum annual interest rate of 25% under New York's criminal usury statute and, therefore, violates New York's usury laws;

- H. Awarding pre-judgment interest on all of Jobu Presents' damages at the highest rate allowed by applicable law;
- I. Awarding post-judgment interest on all sums awarded at the highest rate allowed by applicable law; and
- J. Awarding any other relief that the Court deems just and equitable.

Dated: November 3, 2017

The undersigned hereby acknowledges that costs, disbursements and reasonable attorney fees and witness fees may be awarded to the opposing party or parties pursuant to MINN. STAT. SEC. 549.211 if Plaintiff is found to be acting in bad faith and/or asserting a frivolous claim to the party against whom the allegations in this pleading are asserted.

/s/Abraham T. Schwager

/s/Abraham T. Schwager
Abraham T. Schwager (MN #0392451)
Chandler and Brown, Ltd.
332 Minnesota Street, Suite W2610
St. Paul, MN 55101
(651) 228-0497
aschwager@chandlerandbrown.com

and

Chris Vlahos (BPR #20318) (admitted *pro hac*)
Ritholz Levy Fields, LLP
1221 6th Avenue North
Nashville, TN 37208
(615) 250-3939
cvlahos@rflfp.com

Attorneys for Jobu Presents, LLC

JOBU PRESENTS
1330 Avenue of the Americas
18th Floor
New York, NY 10019

Dated as of July 7, 2016

Dear Advisors of the Estate of Prince Rogers Nelson:

We are pleased to make the following offer of major business terms to you in connection with a Prince Tribute Concert (the "Concert"):

1. Date and Venue: August 13, 2016 or September 24, 2016 at US Bank Stadium in Minneapolis, MN. The official date will be approved by both parties.
2. Guarantee vs. Profit: We will purchase all tickets for the Concert for a guarantee of \$7,000,000 (the "Guarantee") payable to you as follows: 33% within five (5) business days of the signing of this agreement, 33% not later than ten (10) business days after the date tickets are offered to the public ("On-sale Tickets") and the remainder not later than ten (10) business days after the date of the show.
3. Other Categories: Additionally, the following revenue shares will apply to the following types of Gross Receipts. As used below "Gross Receipts" will mean all monies actually received by us for these rights, less taxes, fees and any other third party charges or expenses.

Sponsorship Revenue: 60% will be payable to you and 40% will be retained by us.

Television Rights (whether broadcast, cable or other): 60% will be payable to you and 40% will be retained by us.

Radio / Streaming Rights (terrestrial, satellite, cable, internet, or other): 60% will be payable to you and 40% will be retained by us.

Merchandise sold at the Concert: 100% will be payable to you.

Concessions shared by venue: 100% will be payable to you.

Parking shared by venue: 100% will be payable to you.

4. **Ticket Pricing:** You and we agree to price tickets in the following manner (seat tier numbers approximate until we have exact venue info.)

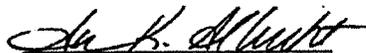
Tier	Number	Price
1	2,500	\$400
2	12,500	\$200
3	15,000	\$179
4	20,000	\$129
5	20,000	\$79

5. **Secondary Market:** You and we agree that Tier 1 and 2 will be provided by us directly to the secondary market and are to be purchased at the above-mentioned prices while the rest (aside from artist and estate holds of 1,000 tickets and Jobu holds of 250, along with anything held back for sponsors) will be put into the On-sale Tickets.
6. **Artist Agreements:** You and we shall mutually approve the selection of artists to perform at the Concert. You and we agree that each artist is to be offered \$5,000 as a performance fee, plus expenses, on a Most Favored Nations basis and that we agree to make payment for each artist agreement in addition to the Guarantee up to a cap of \$500,000 (the "Cap"). To the extent that the cost of the aggregate artist agreements exceeds the Cap, any excess shall be deducted from the Guarantee.
7. **Approvals:** Within ten (10) days of the acceptance of this Agreement, both parties agree to enter into a formal agreement outlining all necessary approvals and processes to acquire the approvals.

In addition to the above, this agreement will be conditional upon acceptance of our standard terms and conditions which shall be subject to good faith negotiations.

If the foregoing sets forth your understanding and agreement, please so indicate by signing in the space provided below.

ACCEPTED AND AGREED:

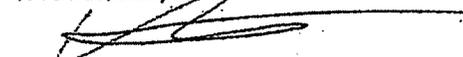


By: Susan K. Albrecht

Its: E.V.P.

Dated: 7/7/16

Jobu Presents, LLC



By: Vaughn S. Millette, CEO

PROMISSORY NOTE

\$2,000,000.00

August 4, 2016

FOR VALUE RECEIVED, **Vaughn Millette and Jobu Presents LLC**, 1330 Avenue of the Americas, 18th Floor, New York, NY (collectively, the "**Borrower**"), hereby unconditionally, promises to pay to **Charles Koppelman** (the "**Lender**"), without setoff, deduction or counterclaim, to such account or at such place as the Lender or any subsequent holder hereof may from time to time designate to Borrower in writing, the principal sum of One Hundred Thousand Dollars (\$2,000,000) (the "**Principal Amount**") plus fixed return of \$100,000 (the "**Fixed Interest**").

1. Payments; Maturity Date. To the extent not earlier paid or converted as hereinafter provided, the Principal Amount and Fixed Interest thereon shall be due and payable, in full, on August 31, 2016 (the "**Maturity Date**").

2. Prepayment. The Borrower may prepay the Principal Amount on this Promissory Note in whole or in part, at any time without premium or penalty. All repayments of the Principal Amount, whether whole or in part, shall be accompanied by the full or, if appropriate, pro-rata payment of Fixed Interest on the Principal Amount so prepaid.

3. Manner of Payment. All repayments of Principal Amount and payments Fixed Interest on this Promissory Note shall be made by wire transfer of immediately available funds to the account of the Lender designated as provided above. If payment is not made on the Maturity Date, daily interest shall continue to accrue on an annual basis in an amount equal to the Fixed Interest divided by the Principal Amount plus interest at the Default Rate, until payment is actually made.

4. Default and Acceleration; Remedies. The occurrence of any one or more of the following events shall constitute an event of default hereunder (each an "**Event of Default**"):

(a) If the Borrower shall fail to pay the Principal Amount and Fixed Interest on this Promissory Note when due;

(b) If the Borrower shall fail to perform or observe any term, covenant or agreement contained in this Promissory Note on its part to be performed or observed and any such failure shall remain unremedied for a period of twenty (20) days from the date of notice by Lender to Borrower (except that such twenty (20) day cure period shall not apply if the Lender determines that such failure is not capable of remedy);

(c) If the Borrower shall (i) commence a voluntary proceeding under the United States Bankruptcy Code or any other federal, state or foreign law relating to insolvency or the relief of debtors ("**Insolvency Law**"), (ii) consent to the entry of any order in an involuntary case, (iii) consent to the appointment of a trustee, receiver,

assignee, liquidator or similar official, (iv) make an assignment for the benefit of creditors, or (v) admit its inability to pay its debts as they become due; or

(d) If a court of competent jurisdiction enters an order or decree under any Insolvency Law that (i) is for relief against either Borrower in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for the Borrower or a substantial portion of the Borrower's assets, or (iii) orders the liquidation of the Borrower, and in each case the order is not dismissed within forty-five (45) days.

Upon the occurrence of any Event of Default described in clause (c) or (d) above, the Principal Amount of this Promissory Note, and all Fixed Interest thereon (plus any applicable interest at the Default Rate), shall become immediately due and payable without any act of Lender. Upon the occurrence of any other Event of Default, Lender may, at its option, declare the Principal Amount, and all Fixed Interest thereon (plus any applicable interest at the Default Rate), immediately due and payable by written notice to Borrower, whereupon all unpaid Principal Amount, all Fixed Interest, any interest at the Default Rate and all such amounts payable hereunder shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower. Upon the occurrence of any Event of Default, and whether or not this Promissory Note is accelerated as hereinabove provided, the Lender may exercise and enforce all other rights and remedies available to the Lender hereunder or under applicable law.

5. Waiver of Jury Trial. BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS PROMISSORY NOTE AND/OR THE TRANSACTIONS RELATING HERETO.

6. Default Rate. Upon the occurrence of any Event of Default, the Promissory Note shall accrue interest at the Default Rate, a rate per annum equal to the Fixed Interest divided by the Principal Amount plus an additional 10.0% of the Principal Amount.

7. Collection; Enforcement. If an action is instituted to collect this Promissory Note or enforce the Lender's rights hereunder, Borrower shall pay all costs and expenses (including reasonable attorneys' fees) incurred in connection with such action, such costs and expenses shall include interest at the Default Rate added to the amount due under this Promissory Note.

8. Invalidity. Whenever possible, each provision of this Promissory Note shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Promissory Note shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Promissory Note, or the validity or effectiveness of such provision in any other jurisdiction.

9. Waiver. No previous waiver and no failure or delay by Lender in acting with respect to the terms of this Promissory Note shall constitute a waiver of any breach, default or failure of condition under this Promissory Note. A waiver of any term of this Promissory Note must be made in writing and signed by a duly authorized officer of Lender and shall be limited to the express terms of such written waiver. Borrower hereby expressly waives presentment, protest, notice and demand for payment at such time as any payments are due under this Promissory Note.

10. Successors and Assigns. This Promissory Note shall be binding upon, inure to the benefit of and be enforceable by the Lender and its successors and assigns. The Lender may sell, assign or transfer all or any portion of the Lender's rights and obligations hereunder. In the event of any such assignment, the assignee shall be deemed the "Lender" for all purposes of this Promissory Note and any other documents and instruments relating hereto with respect to the rights and obligations assigned to it.

11. Governing Law. This Promissory Note shall be construed in accordance with, and this Promissory Note and any disputes or controversies related hereto, shall be governed by the internal laws of the State of New York without giving effect to the conflicts of laws principles thereof that would apply the laws of any other jurisdiction.

12. Notices. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing and mailed, sent or delivered to the respective parties hereto at or to the addresses set forth at in the first paragraph of this Promissory Note (or at or to such other address as shall be designated by any party in a written notice to the other parties hereto). All such notices and communications shall be effective (i) if delivered by hand or by overnight courier service (e.g. Federal Express), upon delivery; (ii) if sent by mail, upon the earlier of the date of receipt or five Business Days after deposit in the mail, first class (or air mail, with respect to communications to be sent to or from the United States), postage prepaid; and (iii) if by any other means, when actually received.



Vaughn Millette



Jobu Presents LLC
Name: Vaughn Millette
Title: CEO

Chris Vlahos

From: Chris Vlahos
Sent: Thursday, April 20, 2017 9:53 AM
To: Chris Vlahos
Subject: Letter
Attachments: Prince Tribute Letter V1 McMillan Redline.docx

----- Forwarded message -----

From: L Londell McMillan <llm@thenorthstargroup.biz>
Date: Mon, Aug 8, 2016 at 2:19 PM
Subject: Fwd: Letter
To: Vaughn Millette <vaughn@vaughnm.com>
Cc: Charles Koppelman <CharlesKoppelman@cakentertainment.com>

Please see attached.

--

L. Londell McMillan
The NorthStar Group
Chairman
29 W. 46th Street, 3rd Floor
New York, NY 10036

T: [\(646\) 559-8314](tel:(646)559-8314)
F: [\(646\) 559-8318](tel:(646)559-8318)
E: llm@thenorthstargroup.biz

JOBU PRESENTS, LLC
1330 Avenue of the Americas
18th Fl.
New York, NY 10019

August 7, 2016

Dear :

We are very excited to contact you regarding a potential performance [by] in the upcoming, official Prince tribute concert ("Concert") to take place at the new US Bank Stadium in Minneapolis, MN on October 13, 2016.

For your use and information, this letter shall confirm that we have a written agreement with the estate of Prince Rogers Nelson that gives us the exclusive rights, including the necessary name, likeness, and merchandising rights from the estate, to promote, produce, and broadcast the Concert.

The primary people involved in the Concert are noted below:

Estate of Prince Rodgers Nelson – ~~L. Londell McMillan, Esq. and Charles Koppelman, Esq.~~
Jobu Presents – Vaughn Millette and Matthew "Chewy" Smith
Diversified Production Services – Dan Parise (Global Citizens, 12/12/12 Benefit, R&RHOF, iHeart Fest)
Dempsey Productions - Michael Dempsey (ESPY Awards, iHeart Fest, 12/12/12 Benefit, MTV VMA's)
Tribe, Inc. – Bruce Rogers (Multiple Super Bowl Halftime Shows, POTUS Inaugural Ball, DNC Invesco Field)
US Bank Stadium – Jerry Goldman, General Manager

We will be presenting formal offers to each artist who desires to perform at the event, and will be covering any and all expenses while requesting all standard live performance terms, conditions, and rights, including certain rights of publicity, streaming and rebroadcast rights, and a record company waiver, if applicable. Please note that a majority of the proceeds will go to the Estate of Prince Rogers Nelson and be donated to a donation will be made to secure, enhance and preserve Paisley Park

If you have any questions about Jobu Presents or the Concert, please do not hesitate to contact us.

Sincerely,

Vaughn Millette

Chewy Smith

The Paisley Park Museum will

Allison Carter

From: Vaughn Millette [vaughn@vaughnm.com]
Sent: Friday, September 09, 2016 2:17 PM
To: Allison Carter
Subject: Fwd: Cristina

----- Forwarded message -----

From: Charles Koppelman <CharlesKoppelman@cakentertainment.com>
Date: Wed, Aug 24, 2016 at 6:29 PM
Subject: Cristina
To: "vaughn@vaughnm.com" <vaughn@vaughnm.com>

She's a go. Next John Mayer

Charles A. Koppelman
Chairman and CEO
CAK Entertainment, Inc.
Twitter: @CAKoppelman
Office: [212.307.1999](tel:212.307.1999)

RILEY WARNOCK & JACOBSON, PLC

ATTORNEYS AT LAW
1906 WEST END AVENUE
NASHVILLE, TENNESSEE 37203TELEPHONE: (615) 320-3700
TELECOPIER: (615) 320-3737CHRIS L. VLAHOS
cvlahos@rwjplc.com

September 9, 2016

Via Electronic MailDavid R. Crosby
Traci Bransford
Stinson Leonard Street
150 South Fifth Street
Suite 2300
Minneapolis, MN 55402
david.crosby@stinson.com
traci.bransford@stinson.com**Re: Jobu Presents, LLC / In re the Estate of Prince Rogers Nelson**

Dear David and Traci:

I have been retained as litigation counsel for Jobu Presents, LLC ("Jobu") with respect to its current dispute with the Estate of Prince Rogers Nelson (the "Estate"), its Trustee, Bremer Bank, and two of its representatives, Londell McMillan and Charles Koppelman. Please direct all correspondence going forward to my attention.

I write in conjunction with Kent Marcus' August 29, 2016 letter to Traci Bransford in a final effort to resolve this matter by agreement before filing suit. I also write in response to Mr. Crosby's September 8, 2016 letter in which he inexplicably attempts to defend the conduct of the representatives of the Estate without providing any actual information in response to the detailed misconduct noted in Mr. Marcus' August 29 letter.

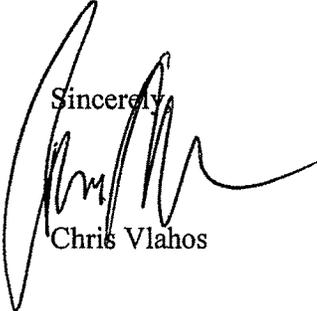
The objective evidence clearly demonstrates that Mr. McMillan and Mr. Koppelman, with the support and approval of the Estate and its trustee, Bremer Bank, have engaged in a systemic pattern of misrepresentations regarding critical components of the Prince Tribute Concert, both intentional and negligent, that eviscerated Jobu's ability to perform under the parties' July 7, 2016 agreement or negotiate the details of the long-form agreement. Despite the "strong exception" taken by the representatives of the Estate, Mr. Koppelman and Mr. McMillan's wrongful conduct is clear and verified by a myriad of impacted third parties, including those listed in Mr. Marcus' August 29 letter. In short, your efforts to retain payments made by Jobu and explain away months of lies, misstatements and deception by the representatives of the Estate through a unilateral determination that Jobu breached its agreement is without legal or factual support and only increases the likelihood of immediate litigation.

In a final effort to resolve this dispute in its entirety, Jobu Presents, LLC demands the following:

1. Payment by the Estate to Jobu Presents, LLC in the amount of \$2.5 Million Dollars, which represents my client's incurred, out-of-pocket damages. The payment would be due on or before October 31, 2016;
2. Comprehensive confidentiality and non-disparagement provisions in long-form agreement;
3. Rescission of the July 7 agreement;
4. Mutual releases; and
5. This agreement would supersede all prior agreements, written or oral (Integration Clause).

This offer remains open until 5 p.m. CDT on Monday, September 12, 2016 (the "Deadline") and can only be accepted by execution of this letter agreement on behalf of the Estate, Bremer Bank, Mr. McMillan and Mr. Koppelman and return to me by email before the Deadline. If the parties are unable to resolve this matter before the Deadline, I have been instructed to file suit on Tuesday.

All rights reserved.

Sincerely,

 Chris Vlahos

AGREED TO:

THE ESTATE

By: _____

Its: _____

BREMER BANK

By: _____

Its: _____

LONDELL MCMILLAN

CHARLES KOPPELMAN

Exhibit I

**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 black ink that reads "Michele Anthony". The signature is written in a cursive, flowing style with a large, looped 'y' at the end.

Exhibit L

STATE OF MINNESOTA

**FIRST JUDICIAL DISTRICT
DISTRICT COURT
PROBATE DIVISION**

COUNTY OF CARVER

Court File No. 10-PR-16-46

**Estate of
Prince Rogers Nelson,
Decedent**

**PETITION FOR ORDER APPROVING
ACCOUNTING, DISTRIBUTION OF ASSETS,
AND DISCHARGE OF SPECIAL
ADMINISTRATOR**

Craig N. Ordal, in his capacity as President and on behalf of Bremer Trust, National Association (“Petitioner”), states as follows:

1. Petitioner’s address is 1100 West St. German Street, St. Cloud, MN 56301.
2. Petitioner has served as the Special Administrator of the Estate of Prince Rogers Nelson (“Estate”) since April 27, 2016.
3. Petitioner requests that the Court schedule a hearing on this Petition at the same time as the hearing to appoint a successor Special Administrator or Personal Representative, which is scheduled for January 12, 2017.
4. Petitioner requests approval of the accountings for its continuous administration of the Estate beginning April 27, 2016 through the termination date of Petitioner’s service as Special Administrator. Specifically, Petitioner will file an accounting of Petitioner’s administration of the Estate for the time period April 27, 2016 through December 31, 2016 prior to the hearing date. Petitioner will file a stub accounting from January 1, 2017 through the termination date of Petitioner’s service as Special Administrator within a reasonable time after the termination.
5. Petitioner requests that the Court authorize it to pay its legal fees through the termination date of Petitioner’s service as Special Administrator. Petitioner will file its legal fees through December 31, 2016 prior to the January 12, 2017 hearing. Petitioner will file with the Court a final request to authorize Bremer Trust to pay Petitioner’s legal fees incurred after January 1, 2017.
6. During the course of its administration, the Special Administrator has reviewed, processed, allowed and disallowed numerous claims, some of which continue to be disputed by the claimants. *See* Exhibit A. Disputed claims include, but are not limited to purported claims made by the following parties: Roc Nation, Brianna Nelson, Patrick Cousins, Make-A-Wish Minnesota, Mixed Blood Theatre, Barron Event Planning, and Jobu Presents, LLC. Additional pending claims for legal fees have been made by Gray Plant Mooty, Lommen Abdo, and Holland & Knight LLP. Petitioner requests that the Court affirm that claims will continue to be processed by the successor Special Administrator or Personal Representative and that the Court discharge Petitioner and its agents from any and all liability associated with the claims.

7. Petitioner requests that the Court authorize the Petitioner to reserve \$1,000,000 of Estate assets for payment of final professional and legal fees associated with the transfer of the Estate administration responsibilities to the successor Special Administrator or Personal Representative and the discharge of Bremer Trust, National Association.
8. Petitioner requests the Court terminate its appointment as Special Administrator upon appointment of a successor Special Administrator or Personal Representative and discharge Petitioner and its agents from any and all liability associated with its administration of the Estate as Special Administrator through December 31, 2016.
9. After discharge of the Petitioner and its agents for the administration of the Estate through December 31, 2016, Petitioner requests that the Court approve distribution of the balance of the Decedent's Estate remaining in Petitioner's possession, less the amount Bremer Trust needs to pay Petitioner's legal fees through December 31, 2016 and less the \$1,000,000 reserve, to the successor Special Administrator or Personal Representative.
10. Petitioner requests that the Court approve the stub accounting, authorize Petitioner to pay professional and legal fees incurred after January 1, 2017, and discharge Petitioner and its agents from any and all liability associated with its administration of the Estate as Special Administrator from January 1, 2017 through the termination date within a reasonable time after receipt of the stub accounting and final request for authorization of payment of professional and legal fees.
11. After discharge of the Petitioner and its agents for the administration of the Estate from January 1, 2017 through the administration termination date, Petitioner requests that the Court approve distribution of the balance of the Decedent's Estate remaining in Petitioner's possession to the successor Special Administrator or Personal Representative.

WHEREFORE, Petitioner requests the Court fix a time and place for a hearing on the Petition and enter an order formally:

1. Approving the accountings through December 31, 2016 submitted by Bremer Trust, National Association as Special Administrator;
2. Authorizing Bremer Trust, National Association to pay its legal fees through December 31, 2016;
3. Discharging Bremer Trust, National Association and its agents from any and all liability associated with pending claims against the Estate;
4. Authorizing Bremer Trust, National Association to reserve \$1,000,000 from Estate assets for professional and legal fees associated with the transfer of the Estate administration to a successor Special Administrator or Personal Representative and the discharge of Bremer Trust, National Association and its agents from any and all liability associated with the administration of the Estate;
5. Finding Bremer Trust, National Association's term as Special Administrator has terminated;
6. Discharging Bremer Trust, National Association and its agents from any and all liability associated with its Special Administration of the Estate through December 31, 2016;
7. Authorizing distribution of the balance of Estate assets, less the amount Bremer Trust needs to pay Petitioner's legal fees and less the \$1,000,000 reserve, to the Court-appointed successor Special Administrator or Personal Representative upon discharge of Bremer Trust, National Association and its agents through December 31, 2016;

8. Approving the accountings from January 1, 2017 through the termination date of Petitioner's Special Administration, submitted by Bremer Trust, National Association as Special Administrator;
9. Authorizing Bremer Trust, National Association to pay its professional and legal fees incurred after January 1, 2017, submitted by Bremer Trust, National Association as Special Administrator;
10. Discharging Bremer Trust, National Association and its agents from any and all liability associated with its Special Administration of the Estate from January 1, 2017 through the date of its termination within a reasonable time after receipt by the Court of the stub accounting;
11. Authorizing Bremer Trust, National Association to distribute the balance of the \$1,000,000 reserve, after payment of professional and legal fees, to the Court-appointed successor Special Administrator or Personal Representative upon discharge of Bremer Trust, National Association through the termination date of Bremer Trust, National Association's Special Administration; and
12. Granting such other relief as may be proper.

Under penalties for perjury, I declare or affirm that I have read this document and I know or believe its representations are true and complete.

Dated: December 16, 2016

Bremer Trust National Association, Petitioner

By s/Craig N. Ordal
Craig N. Ordal, President

<p>Attorney for Petitioner Laura E. Halferty, Esq. Stinson Leonard Street LLP 150 South Fifth Street, Suite 2300 Minneapolis, MN, 55402 Attorney License No: 311688 Telephone: (612) 335-1500 FAX: (612) 335-1657 Email: laura.halferty@stinson.com</p>

Exhibit M

STATE OF MINNESOTA

FILED

FIRST JUDICIAL DISTRICT

COUNTY OF CARVER

JAN 20 2017

DISTRICT COURT

PROBATE DIVISION

CARVER COUNTY COURTS

Estate of:

Court File No. 10-PR-16-46

Prince Rogers Nelson,

**ORDER FOR TRANSITION FROM
SPECIAL ADMINISTRATOR TO
PERSONAL REPRESENTATIVE**

Decedent.

On January 12, 2017, the Court held a public hearing on Bremer Trust, N.A.'s ("Bremer Trust") Petition for Discharge, Petitions for appointment of personal representatives by the non-excluded heirs, and transitioning the administration of this Estate from Bremer Trust as special administrator to one or more personal representatives. Appearances were noted on the record.

Based upon the evidence introduced during the hearing, as well as the parties' filings and argument, the Court finds:

1. Bremer Trust's Petition is under advisement as set forth in this Court's January 12, 2017 Order.
2. Bremer Trust is continuing to serve as Special Administrator of the Estate of Prince Rogers Nelson (the "Estate") through January 31, 2017 as set forth in this Court's January 13, 2017 Order.
3. The non-excluded heirs agree to the appointment of Comerica Bank & Trust N.A. ("Comerica") as Corporate Personal Representative of the Estate. Each of the non-excluded heirs has also nominated an individual to serve as a co-personal representative of the Estate. Some of the heirs nominated L. Londell McMillan, and some of the heirs nominated Anthony Jones.
4. The Court heard testimony by and on behalf of L. Londell McMillan and Anthony Jones in support of the petitions for their appointment as co-personal representatives. The Court was impressed with each of them regarding their education, range of experience in the music industry and otherwise, and their prior relationships with Prince Rogers Nelson. However, the Court finds that neither should be appointed as a co-personal representative at this time for the following reasons:
 - i. Neither Mr. McMillan nor Mr. Jones are the unanimous selection of the six non-excluded heirs. From experience in this case, the Court has learned that the heirs are all strong advocates of their positions on how the Estate should be managed and adding another divisive element will cause additional expense and delay in these

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proceedings. The Court will be reluctant to appoint a co-personal representative if he or she is not unanimously endorsed by the heirs.

- ii. Counsel for the newly appointed Corporate Personal Representative agrees that the having a co-personal representative will add expense and delay to the proceedings.
- iii. The primary reason advanced by the heirs for having a co-personal representative is to enhance the communication between the heirs and the corporate personal representative. Comerica is newly appointed and is unanimously endorsed by the non-excluded heirs. The Court hopes and expects that Comerica will make communication with the heirs a high priority. The Court acknowledges that there is much yet to be done in the administration of this Estate, however, the focus of Comerica can hopefully be more refined than could that of Bremer Trust which walked into personal and corporate mayhem where the Decedent's personal and business affairs were in disarray, a criminal investigation was being undertaken, assets and records were voluminous and scattered, and numerous monetary and heirship claims were about to cascade upon them. Hopefully, communication with the heirs can be achieved more easily at this time.
- iv. Several heirs have raised concerns about possible conflicts if Mr. McMillan were appointed as a co-personal representative and as to his suitability to serve the Estate in this capacity. The Court is well aware that Mr. McMillan has served as an entertainment industry expert with the Estate during much of its administration and this Court has approved much of the work he has done in that regard. However, the Court also notes that Mr. McMillan and Mr. Koppelman have been a "lightning rod" for disputes that have erupted during the administration of the Estate regarding the Tribute Concert and newly negotiated music or merchandising agreements. The Court is concerned about continued disagreements and conflicts of interest regarding Mr. McMillan's compensation for these music and merchandising agreements and his role as a co-personal representative.
- v. The Court notes that there has not been a similar concerted effort to defeat the Petition for the appointment of Anthony Jones as a co-personal representative. However, the Court is concerned about the appearance of any favoritism as Mr. Jones has represented Omarr Baker, and now possibly Tyka Nelson, up to this point. The majority of the non-excluded heirs support the competing Petition for the appointment of Mr. McMillan. Finally, the Court is concerned about the newly filed litigation against the Estate and the non-excluded heirs by Phaedra Ellis-Lamkins. Mr. Jones has acknowledged his business relationships and friendship

with Ms. Ellis-Lamkins. The Court is concerned about a possible conflict and the possibility that Mr. Jones could be called as a witness in this litigation.

- vi. This Court shall reconsider the appointment of a co-personal representative in the future if the non-excluded heirs can agree on a co-personal representative, if the Corporate Personal Representative believes that a co-personal representative is necessary for the proper and efficient administration of the Estate, or if the Court is persuaded that a co-personal representative is necessary for the proper and efficient administration of the Estate.
5. Comerica is capable of taking over management of the Estate and has accepted its appointment as personal representative of the Estate.
6. Comerica and Bremer Trust have agreed upon a plan for orderly transition of the Estate.
7. Bremer Trust has begun preparing the estate tax filings that are due on January 21, 2017.
8. Bremer Trust cannot share work product from its counsel or attorney-client privileged communications with Comerica, which is necessary for the orderly transition of the Estate, unless the parties agree that they do not have any conflicts and have a common interest and those two entities execute a Common Interest Agreement. Bremer Trust and Comerica have agreed that, in order to enter into the Common Interest Agreement and to ensure the orderly transition of the Estate, Bremer Trust, Patrick A. Mazorol, and Stinson Leonard Street, LLP, on the one hand, and Comerica and Fredrikson & Byron, P.A., on the other hand, cannot, at any time, be adverse to each other in connection with this Estate.

IT IS ORDERED:

1. Bremer Trust's appointment as Special Administrator is extended through January 31, 2017 as set forth in this Court's January 13, 2017 Order.
2. As soon as practicable, Bremer Trust will submit to the Court all legal and professional fees incurred through January 31, 2017.
3. Bremer Trust is authorized to reserve \$1,000,000 from Estate assets for professional and legal fees through January 31, 2017 and for fees and expenses associated with the transfer of the Estate administration to Comerica and the preparation of final accountings and court submissions.
4. Comerica is appointed as Corporate Personal Representative of the Estate of Prince Rogers Nelson, as of February 1, 2017.

5. Bremer Trust is authorized to distribute the balance of Estate assets, after subtracting the court-approved reserve for incurred and continuing professional and legal fees, to Comerica. Bremer Trust shall submit to the Court a receipt acknowledging the transfer of assets.
9. The Court approves the Common Interest Agreement proposed by Bremer Trust and Comerica, attached as Exhibit A to this Order, which allows them to share otherwise privileged or confidential information without waiving those protections. As a result of the Common Interest Agreement, Bremer Trust, Patrick A. Mazorol, and Stinson Leonard Street, LLP, on the one hand, and Comerica and Fredrikson & Byron, P.A., on the other hand, cannot, at any time, be adverse to each other in connection with this Estate.
6. Comerica is authorized to retain Bremer Trust at an hourly rate of \$220 and Stinson Leonard Street attorneys at their usual hourly rates as consultants to the Estate for up to 60 days from February 1, 2017, to assist in the transition of the Estate.
7. Comerica is authorized to purchase as an expense of the Estate software (e.g., HighQ), that enables document sharing with the non-excluded heirs through an extranet site, or to reimburse its counsel from the Estate for purchase of same.
8. Comerica is authorized to access all documents filed with the Court in this matter, including any documents designated confidential or filed under seal. Access to any documents designated as confidential or filed under seal shall be through the attorneys representing Comerica. Comerica and its attorneys shall not release documents designated as confidential or filed under seal to persons not authorized to view them without prior court approval.
9. Omarr Baker and Tyka Nelson's Motion to Compel L. Londell McMillan to Produce Information Necessary to Facilitate the Appointment of a Personal Representative filed January 10, 2017, is respectfully DENIED.

BY THE COURT:



Kevin W. Eide

Judge of District Court

Dated: January 19, 2017

EXHIBIT A – COMMON INTEREST AND INFORMATION SHARING AGREEMENT

COMMON INTEREST AND INFORMATION SHARING AGREEMENT

This Common Interest and Information Sharing Agreement (this “Agreement”) between Bremer Trust, N.A. (“Bremer Trust”) on the one hand and Comerica Bank & Trust N.A. (“Comerica”) on the other hand (individually “Party” and collectively “Parties”), together with their respective attorneys and affiliates, sets forth the Parties’ agreement with respect to their common interests in, with respect to Bremer Trust, having served as the Special Administrator and, with respect to Comerica, as Personal Representative or successor Special Administrator, for the Estate of Prince Rogers Nelson, Court File No. 10-PR-16-46, pending in Carver County District Court in the State of Minnesota, and all and all related cases and related claims, subsequently filed cases, and appeals thereof (the “Matter”).

RECITALS

- A. The Matter relates to the Estate of Prince Rogers Nelson, Court File No. 10-PR-16-46, pending in Carver County District Court in the State of Minnesota. Bremer Trust served as Special Administrator of the Estate from April 27, 2016 until the present time and anticipates being discharged in the near future. Comerica anticipates being appointed as the Personal Representative or successor Special Administrator of the Estate on or after January 12, 2017. The Parties believe they have common legal interests with respect to many of the issues raised in the Matter.
- B. Therefore, the Parties believe that it is in their mutual interest and reasonably necessary to share information relating to their common interests in the Matter, including but not limited to the exchange of oral and written communications, the sharing of information and documents, and the discussion of legal analysis and strategy among themselves and their counsel while not waiving any applicable privileges, including the attorney-client privilege and the work-product doctrine.
- C. Before any prior communications took place, the Parties agreed that such communications were intended to be confidential, were treated as privileged, were for their common interests, and that this Agreement is intended to formalize such agreement in writing.
- D. Accordingly, the Parties agree as follows:

AGREEMENT

- Information Sharing Group.** The Information Sharing Group includes the following: (i) the Parties (including, but not limited to, each of the Parties’ officers involved in administering the Estate, their supervisors, and staff); (ii) in-house counsel employed by the Parties and their affiliates and their staff (e.g., paralegals, legal secretaries, and other legal professionals), and individuals to whom such attorneys report; (iii) outside counsel retained to advise or represent a Party with respect to the Matter (including, but not limited to, Stinson Leonard Street, LLP on behalf of Bremer Trust and Fredrikson & Byron, P.A., on behalf of Comerica), and their partners, associates, and staff; and (iv) individuals engaged by counsel to assist in the Matter, who shall be required to be bound in writing to the confidentiality obligations of this Agreement.

The foregoing classes of persons are referred to individually as the “Members” of the Information Sharing Group. The term “Information Sharing Group” includes the Parties’ outside counsel and affiliates while the term “Parties” does not.

2. **Communications Concerning the Matter.** The Parties agree as follows with respect to communications concerning the Matter:

2.1 **Application.** This Agreement governs communications between or among the Information Sharing Group regarding the Matter. It also governs information developed jointly by Members of the Information Sharing Group relating to the Matter. Notwithstanding anything contained herein to the contrary, this Agreement does not govern a Party’s privileged communications solely with its own counsel, employees, or staff. The Members of the Information Sharing Group shall have the right and ability (but not the obligation) to share with each other confidential and privileged information for the purpose of furthering the common interest of the Parties in connection with the Matter.

2.2 **Attorney-Client Privilege and Attorney Work Product.** The Parties agree to the following with respect to the maintenance of any applicable privilege, including the attorney-client privilege and the work-product doctrine:

2.2.1 **Privileges Held Jointly by All Parties.** All confidential communications (whether oral or written) between Members of the Information Sharing Group regarding the Matter, including such communications which precede the date of this Agreement, were intended and agreed to be, and shall be subject to the attorney-client privilege, work-product doctrine, common interest privilege, or other applicable privileges. Documents turned over to one Member of the Information Sharing Group by another Member of the Information Sharing Group that are otherwise subject to the attorney-client privilege, work-product doctrine, common interest privilege, or other applicable privileges shall be treated as documents delivered confidentially and privileged for the common interest and defense of the Parties. As such, they shall retain their privileged character, and the privilege shall be held jointly by the Parties who have received such documents. The work-product doctrine shall apply to any work that any attorney performs in connection with the Matter, including review of work product performed by other Members, and the protections afforded to such materials shall be held by the attorney who produced the work product and all other Members of the Information Sharing Group who provided privileged or confidential information from which the work product, in whole or in part, was derived. Notwithstanding anything herein to the contrary, information that is shared only between a Party, corporate affiliates of the Party and their respective counsel, shall not be considered work product of the Information Sharing Group.

2.2.2 **Waiver of Privileges.** Any Party who produces or provides its own privileged or work product document or communication to other Members of the Information Sharing Group retains the sole and exclusive right to waive any and all privileges or protections applicable to such document or communication, with the exception of any appraisals obtained by Bremer Trust or its counsel. Where the privilege or protection applicable to any documents or communication is held originally and jointly by multiple Parties, the privilege or protection may be waived only by a unanimous decision of all such Parties, and all such documents or communications shall remain privileged unless and until such unanimous decision is made.

2.2.3 Privileges Held individually by a Party or Its Counsel. All privileged or confidential communications solely between a Party and his or its own counsel, whether occurring before or after execution of this Agreement, shall remain privileged, regardless of whether they are shared with other Members of the Information Sharing Group, and may be waived at the sole discretion of the Party. Similarly, an attorney's work product on behalf of a Party concerning the Matter that is otherwise privileged, whether created before or after execution of this Agreement, shall remain privileged, regardless of whether they are shared with other Members of the Information Sharing Group. The attorney-client privilege protecting such communications shall be held solely by the communicating Party and the work-product doctrine protecting such work product shall be held solely by the attorney who produced the work product and neither is waivable by any other Member; provided that to the extent such communications or work product contain or derive from information obtained from other Members of the Information Sharing Group, such information shall be subject to the privilege as applied to joint defendants, and shall be held jointly by the Parties (as described in Paragraphs 2.2.1 and 2.2.2).

2.2.4 Agreement Subject to Common Interest Privilege. Prior to the execution of this Agreement, the Parties have, directly and/or through their attorneys, communicated orally and in writing to arrive at this Agreement for the common interest of the Parties. All such privileged communications, have been, are, and shall remain confidential, and are subject to the attorney-client, common interest, or other applicable privilege. The privilege shall be held jointly by the Parties. All such prior communications are subject to the terms and conditions of this Agreement.

2.3 Duty to Maintain Confidentiality. The Members of the Information Sharing Group shall take all reasonable efforts and precautions to protect the confidentiality of the confidential documents or communications exchanged pursuant to this Agreement, and shall under no circumstances use any lesser degree of care than they each would employ in protecting their own respective confidential and privileged information. This duty to maintain confidentiality shall remain in full force and effect after the Matter ends. Nothing in this Agreement shall impose any restriction on the use or disclosure by a Member hereto of any information that (i) is or subsequently becomes publicly available without breach of any obligation by a Member hereunder, (ii) became known to the receiving Member through legally permissible and legitimate means prior to the disclosing Member's disclosure of such information hereunder, (iii) becomes known to a receiving Member from a source other than the disclosing Member hereunder, and not by the breach of any confidentiality obligation owed to the disclosing Member, (iv) is independently developed by the receiving Member, or (v) is disclosed or otherwise legally obtained during the course of discovery. Further, any Party may disclose confidential and privileged information obtained hereunder to its insurance carrier or any other entity who may be obligated to provide indemnity or a defense of that Party related to the Matter.

2.4 Scope of Use. Except as otherwise provided in this Agreement, each Member of the Information Sharing Group Member agrees that confidential information shared pursuant to this Agreement obtained from another Member of the Information Sharing Group, or developed jointly by the Members, shall be used only for the Matter, pursuant to this Agreement, and for no other purpose whatsoever.

3. No Attorney-Client Relationship Created. Nothing in this Agreement shall be construed as creating or otherwise giving rise to an attorney-client relationship, for conflicts

purposes or otherwise, between any Party and counsel for another Party. Further, this Agreement is purely contractual in nature, and shall not be construed as creating or otherwise imposing any fiduciary or other legal duty or obligation on any Party or counsel for any Party, except as expressly provided for in this Agreement.

4. **Inadvertent Disclosure of Confidential Information.** The Parties agree that the inadvertent or unintentional disclosure of privileged or work product materials supplied under this Agreement, regardless of whether the information was so designated at the time of disclosure, shall not be deemed a waiver in whole or in part of any applicable confidentiality, privilege, or immunity, either as to the specific information disclosed or as to any other information relating thereto or on the same or related subject matter (and none of the Parties will assert such a waiver argument). Upon the discovery of the inadvertent error, the Parties shall cooperate to the extent possible to restore the confidentiality, privilege, or immunity to the disclosed material, including retrieval of all copies, if possible.

5. **Modification.** This Agreement may only be modified, amended, or supplemented by a subsequent writing executed by each Party, and any such modification, amendment, or supplement shall expressly reference this Agreement and the fact that a modification, amendment or supplement to this Agreement is being made.

6. **Severability.** The provisions of this Agreement shall be considered severable, such that if any provision or part thereof is held under any law or ruling to be invalid, such provision or part shall remain in force to the extent allowed by law, and all other provisions shall remain in full force and effect.

7. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of Minnesota without reference to its choice of law principles. This Paragraph shall apply only to this Agreement and shall not govern any other actions, transactions or matters between or involving the Parties.

8. **Construction.** Each Party or its counsel has taken part in the negotiation, drafting, and preparation of this Agreement, and therefore any ambiguity or uncertainty in this Agreement shall not be construed against any Party. To ensure that this Agreement is not construed against any Party, the Parties expressly agree that any common law or statutory provision providing that an ambiguous or uncertain term will be construed against the drafter of an agreement is waived and shall not apply to the construction of this Agreement.

9. **Entire and Final Agreement.** This Agreement embodies the entire and final agreement and understanding of the Parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations, and discussions pertaining to that subject matter, whether verbal or written, of the Parties. The Parties acknowledge that there are no representations, promises, warranties, conditions, or obligations of any Party, or counsel of any Party, pertaining to that subject matter other than those contained in this Agreement.

10. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute

but one and the same instrument. This Agreement shall become effective and binding immediately upon its execution by all Parties.

Bremer Trust, N.A.

Comerica Bank & Trust, N.A.

By _____

By _____

Its _____

Its _____

Signature _____

Signature _____

Date _____

Date _____

Exhibit O



Henry Sherwin <henry@thenorthstargroup.biz>

Fwd: Universal Music Group / The Estate of Prince Rogers Nelson1 message

[REDACTED]

[REDACTED]

[REDACTED]

----- Forwarded message -----

From: **Cassioppi, Joseph** <JCassioppi@fredlaw.com>

Date: Fri, Mar 3, 2017 at 1:29 PM

Subject: RE: Universal Music Group / The Estate of Prince Rogers Nelson

To: L Londell McMillan <llm@thenorthstargroup.biz>Cc: "Stout, John" <jstout@fredlaw.com>, Chrystal Matthews <chrism@thenorthstargroup.biz>

Londell:

We will need to separately address the other matters set forth in your email, but we would like to move forward with the call this afternoon and keep the call limited to UMG/WB. Should we reach you at the (646) 559-8314 number?

Thank you,

Joseph J. Cassioppi

Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, MN 55402-1425
Direct Dial: 612.492.7414
Main Phone: 612.492.7000
Fax: 612.492.7077

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From: L Londell McMillan [mailto:llm@thenorthstargroup.biz]

Sent: Friday, March 03, 2017 7:03 AM

To: Cassioppi, Joseph

Cc: Stout, John; Chrystal Matthews

Subject: Re: Universal Music Group / The Estate of Prince Rogers Nelson

Good morning Joe.

Thank you for your response. I think you know I've thought highly of you for a while now, and wish you and your firm the very best with this file, for many reasons. While I am available to speak with you at 4pm, we remain perplexed with how Comerica appears to have changed course with respect to numerous promises made to the heirs and how they have actually met with and consulted with many parties involved with the Prince Estate (i.e., Bremer, Stinson, Joel and Paisley Park staff, former assistants and managers of Prince, Counsel to the Heirs, Attorneys hired by the Estate, etc.) yet Comerica has chosen not to meet with or consult with Charles and I directly (despite our service and support with securing almost \$100 million for the Estate in a very short period of time under crisis).

On another note, it has also come to my attention that Comerica has made unfavorable statements concerning me that are troubling especially since I was very supportive of Comerica early on even before they were selected.

Indeed, I have come to understand Comerica is operating on hearsay and misinformation which concerns a number of us in ways I wish to resolve immediately and amicably. Respectfully, this is the right thing to do and what's best for the Prince Estate. For example, perhaps I could help get the WB waiver the Estate needs since I am in direct contact with the owner of company at a very high level. To not take advantage of this relationship is not in the best interest of the Prince Estate. As you may know, this business is laced with creative and business expertise but also how relationships and leverage works. Many think it is simple to do which it can be simple under the right circumstances however if success in this business was so simple, many would be very successful in it and that is simply not the case. We wish for the Prince Estate to continue to be successful. Prince deserves it. Likewise, the Heirs, Prince's fans and those who had the good fortune to work with him deserve it. Truthfully, I represented Prince the longest in his career, had unprecedented business success with him (by far), and advise 4 of the 6 presumptive Heirs who wish to have involvement. The fact that I've not been consulted and/or met with Comerica is surprising yet I understand this is their call and I defer to Comerica and your firm for advice and direction on how they wish to govern their plan. We can only respond yet I wish for the best. UMG made a huge commitment and there are serious legal and business risks with not handling this matter properly. To date, I know the Prince Estate can and should do better. There are numerous ways to address this matter. Happy to help where I can. Please let us know your thoughts.

Best Regards,

Londell

L. Londell McMillan
The NorthStar Group
Chairman
[2 W. 45th Street, Suite 1201](#)
New York, NY 10036

T: (646) 559-8314
F: (646) 559-8318
E: llm@thenorthstargroup.biz

On Thu, Mar 2, 2017 at 5:52 PM, Cassioppi, Joseph <JCassioppi@fredlaw.com> wrote:

Londell:

Thank you for the accommodation. Does 4:00 eastern time tomorrow work for the call? If not, please propose some additional times tomorrow afternoon when you are available.

With respect to the other comments in your email, please understand that there was no intent to keep you or Mr. Koppelman in the dark with respect to UMG. The letter from UMG came as quite a surprise to us and, before discussing the issue beyond legal counsel for Comerica and Bremer, we wanted to make certain that we had a full understanding of what concerns UMG is raising and why, what WB has communicated on those same issues, and the rights granted by Prince and the Estate to WB and UMG. Although we are still gathering some information, we are at a point now where we feel comfortable discussing the issue with a broader group and are particularly interested in your knowledge and perspective related to the UMG agreement. With respect to the suggestion that we provide UMG a copy of the 2014 WB agreement, there is a confidentiality provision in that agreement that prohibits us from doing so and, despite a request from UMG, WB is refusing to waive that provision. We have, however, had a series of constructive conversations with UMG and no legal action is imminent. We can share additional details tomorrow during our call.

Best Regards,

Joe

Joseph J. Cassioppi

Fredrikson & Byron, P.A.

200 South Sixth Street, Suite 4000
Minneapolis, MN 55402-1425
Direct Dial: 612.492.7414
Main Phone: 612.492.7000
Fax: 612.492.7077

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From: L Londell McMillan [mailto:llm@thenorthstargroup.biz]
Sent: Wednesday, March 01, 2017 7:56 AM

To: Cassioppi, Joseph
Subject: Re: Universal Music Group / The Estate of Prince Rogers Nelson

Hello Joseph, I hope you are well. Happy to be of assistance and I will make myself available Friday. Regrettably, Charles Koppelman and I have been kept in the dark on your discussion and strategy with UMG. We have also not been approached on the work we have done other than giving the list of deals we worked on. While this is surprising, I recognize some of the concerns and issues. However, it is only in the best interest of the Estate that we come to some understanding how and if we work together somehow and somehow. It would be helpful if you could better inform me on your discussions with UMG. Is Comerica unwilling to still not share the documents UMG need? The SLS and MSF (Barry and Jeff) lawyers reviewed the documents and I understand your law partner John came to New York and met with them and others. Please shoot me a note to update me and let's talk Friday afternoon.

Best Regards,

Londell

L. Londell McMillan
The NorthStar Group
Chairman
[2 W. 45th Street, Suite 1201](#)
New York, NY 10036

T: (646) 559-8314
F: (646) 559-8318
E: llm@thenorthstargroup.biz

On Tue, Feb 28, 2017 at 6:50 PM, Cassioppi, Joseph <JCassioppi@fredlaw.com> wrote:

Londell:

As we continue to work through the issues raised by Universal, it would be helpful to be able to get your thoughts regarding Universal's concerns, and the discussions you had with Universal and its representative during the negotiation process. Would you be available Friday afternoon for a call to discuss? I was planning on reaching-out to you in any event (it has been a little bit of a whirlwind dealing with this and the other required court filings for this matter this week), but after the meeting between the Non-Excluded Heirs and Comerica today, Angela and Andrea specifically asked that we seek your insights. Thanks, and I look forward to speaking with you.

Best Regards,

Joseph J. Cassioppi

Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, MN 55402-1425
Direct Dial: 612.492.7414
Main Phone: 612.492.7000
Fax: 612.492.7077

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From: Londell McMillan [mailto:llm@thenorthstargroup.biz]
Sent: Thursday, February 23, 2017 6:44 PM
To: Cassioppi, Joseph
Subject: Re: Universal Music Group / The Estate of Prince Rogers Nelson

Hi Joseph, this was a good letter and I agree with you and Coamerica here. Hopefully, we can resolve this matter quickly and amicably.

Best Regards,

Londell

Sent from my iPhone

On Feb 23, 2017, at 7:05 PM, Cassioppi, Joseph <JCassioppi@fredlaw.com> wrote:

Mr. Edelman:

Please see the attached correspondence.

Joseph J. Cassioppi

Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, MN 55402-1425
Direct Dial: 612.492.7414
Main Phone: 612.492.7000
Fax: 612.492.7077

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From: Arneson, Jodi [<mailto:jarneson@gibsondunn.com>]
Sent: Wednesday, February 22, 2017 7:20 PM
To: Stout, John; laura.halferty@stinson.com; llm@thenorthstargroup.biz; charleskoppelman@cakentertainment.com
Cc: Edelman, Scott A.; Bach, Nathaniel L.; Thorpe, Stephanie J.
Subject: Universal Music Group / The Estate of Prince Rogers Nelson

Dear Sirs and Madam:

Please find attached correspondence from Scott Edelman.

A hard copy will follow via UPS Overnight Mail.

If you are unable to access the attachments, please do not hesitate to contact me.

Thank you.

Jodi

Jodi L. Arneson
Legal Secretary

GIBSON DUNN

Gibson, Dunn & Crutcher LLP
2029 Century Park East Suite 4000, Los Angeles, CA 90067-3026
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This message may contain confidential and privileged information. If it has been sent to you in error, please reply to advise the sender of the error and then immediately delete this message.

<Letter to S. Edelman re Distribution and License Agreement-c.pdf>

Exhibit Q

STATE OF MINNESOTA
COUNTY OF CARVER

DISTRICT COURT
FIRST JUDICIAL DISTRICT
PROBATE DIVISION
Case Type: Special Administration

In the Matter of:

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

Estate of Prince Rogers Nelson,

Decedent.

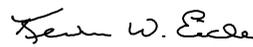
**ORDER & MEMORANDUM
GRANTING MOTION
TO APPROVE RESCISSION
OF EXCLUSIVE DISTRIBUTION
AND LICENSE AGREEMENT**

The above-entitled matter came before the undersigned for a hearing on June 13, 2017, pursuant to Personal Administrator Comerica Bank & Trust, N.A.'s Motion to Approve Rescission of Exclusive Distribution and License Agreement. Appearances were as noted in the record. Based on the memoranda of law, declarations, and exhibits submitted to the Court, the arguments of counsel at the hearing and by letter brief thereafter, and all of the files, records, and proceedings herein, the Court makes the following:

ORDER

1. The Personal Administrator's Motion to Approve Rescission of Exclusive Distribution and License Agreement is GRANTED and the Rescission Agreement, submitted as Exhibit U to the Declaration of Joseph J. Cassioppi, is APPROVED.

BY THE COURT:

 Eide, Kevin
2017.07.13 16:04:08
-05'00'

Dated: July 13, 2017

The Honorable Kevin W. Eide
District Court Judge

NOTICE: A true and correct copy of this Order/Notice has been served by EFS upon the parties. Please be advised that orders/notices sent to attorneys are sent to the lead attorney only.

MEMORANDUM

On January 31, 2017, the Estate and NPG Records, Inc. and UMG Recordings, Inc. (“UMG”) entered into an Exclusive Distribution and License Agreement (the “UMG Agreement”). The UMG Agreement was negotiated by the former Special Administrator of the Estate, Bremer Trust National Association (“Special Administrator”) with the assistance of its entertainment advisors, L. Londell McMillan (“McMillan”) and Charles Koppelman (“Koppelman”). Shortly after the UMG Agreement was signed, Warner Bros. Records, Inc. (“WBR”) claimed the Special Administrator sold rights to UMG that WBR already held through previous agreements with Decedent. All prior Warner Bros. Records, Inc. agreements are hereinafter referred to as the “WBR Agreements”. As a result of WBR’s claims and after its own review, the Personal Representative argues it cannot unequivocally assure either UMG or the Court that no overlap exists between the rights granted under the UMG Agreement or the rights held by WBR. The Personal Representative has therefore moved the Court for an Order allowing it to enter into a Rescission Agreement with UMG.

In connection with the Personal Representative’s motion, the Court has reviewed a multitude of submissions filed in advance of the hearing including, but not limited to:

1. Comerica Bank & Trust, N.A.’s Notice of Motion and Motion to Approve Rescission of Exclusive Distribution and License Agreement filed as document number 1678 on May 17, 2017;
2. Comerica Bank & Trust, N.A.’s Memorandum in Support of Motion to Approve Rescission of Exclusive Distribution and License Agreement filed as document number 1685 on May 17, 2017;
3. Declaration of Joseph J. Cassioppi in Support of Motion to Approve Rescission of Exclusive Distribution and License Agreement filed as document number 1686 on May 17, 2017;
4. UMG Recordings, Inc.’s Joinder in Comerica Bank & Trust, N.A.’s Motion to Approve Rescission of Exclusive Distribution License Agreement filed as document number 1709 on May 30, 2017;
5. CAK Entertainment, Inc.’s Limited Objection to Comerica Bank & Trust, N.A.’s Motion to Approve Rescission of Exclusive Distribution License Agreement filed as document number 1729 on June 6, 2017;

6. Omarr Baker's Response in Support of Comerica Bank & Trust, N.A.'s Motion to Approve Rescission of Exclusive Distribution and License Agreement filed as document number 1730 on June 6, 2017;
7. Memorandum of Law in Opposition to Comerica Bank & Trust, N.A.'s Motion to Approve Rescission of Exclusive Distribution License Agreement filed as document number 1735 on June 6, 2017;
8. Affidavit of Sharon L. Nelson filed as document number 1736 on June 6, 2017;
9. L. Londell McMillan's Memorandum of Law in Response to Comerica's Motion to Approve Rescission of Exclusive Distribution and License Agreement filed as document number 1747 on June 6, 2017;
10. Declaration of L. Londell McMillan in Response to Comerica's Motion to Approve Rescission of Exclusive Distribution and License Agreement filed as document number 1749 on June 6, 2017;
11. Declaration of Virgil Roberts in Response to Comerica's Motion to Approve Rescission of Exclusive Distribution and License Agreement filed as document number 1751 on June 6, 2017;
12. Affidavit of Steven H. Sifton in Support of Omarr Baker's Response in Support of Comerica Bank & Trust, N.A.'s Motion to Approve Rescission of Exclusive Distribution and License Agreement filed as document number 1768 on June 8, 2017;
13. Omarr Baker's Reply in Support of Comerica Bank & Trust, N.A.'s Motion to Approve Rescission of Exclusive Distribution and License Agreement filed as document number 1773 on June 9, 2017;
14. Affidavit of Steven H. Sifton in Support of Omarr Baker's Reply in Support of Comerica Bank & Trust, N.A.'s Motion to Approve Rescission of Exclusive Distribution and License Agreement filed as document number 1775 on June 9, 2017;
15. UMG Recordings, Inc.'s Reply in Support of Its Joinder in Comerica Bank & Trust, N.A.'s Motion to Approve Rescission of Exclusive Distribution and License Agreement filed as document number 1782 on June 9, 2017;
16. Comerica Bank & Trust, N.A.'s Reply in Support of Motion to Approve Rescission of Exclusive Distribution and License Agreement filed as document number 1786 on June 9, 2017;
17. Supplemental Declaration of Joseph J. Cassioppi in Support of Motion to Approve Rescission of Exclusive Distribution and License Agreement filed as document number 1785 on June 9, 2017; and

18. Exhibits A and B to the Supplemental Declaration of Joseph J. Cassioppi in Support of Motion to Approve Rescission of Exclusive Distribution and License Agreement filed as document number 1787 on June 9, 2017.

The hearing on the Personal Representative's motion was held on June 13, 2017. Though the crux of the motion involves a presumed conflict between the WBR Agreements and the UMG Agreement, the WBR Agreements had not been reviewed by UMG because it contains a confidentiality clause. On June 15, 2017, the Court ordered the WBR Agreements be provided to the Court and UMG's counsel on an attorneys-eyes-only basis. The Court hoped that disclosure of the WBR Agreements would resolve UMG's conflict concerns and, with such an important decision to make, the Court felt it necessary for UMG's attorneys to see the WBR contract so they were not operating based upon speculation or what may have been leaked to them. Unfortunately, upon review of the WBR Agreements, counsel for UMG in a letter filed June 26, 2017 as document 1849 determined, "Our thorough review has only confirmed that rescission is necessary..."

In response to the UMG letter confirming its position on the necessity of rescission, the Court received a number of additional submissions including:

1. A letter from Attorney Steven H. Silton on behalf of Omarr Baker filed as document number 1851 on June 28, 2017;
2. A letter and attachments from Attorney Nathaniel A. Dahl on behalf of Sharon Nelson, Norrine Nelson and John Nelson filed as document number 1856 on June 28, 2017;
3. A letter from Attorney Alan I. Silver on behalf of L. Londell McMillan filed as document number 1868 on June 28, 2017;
4. A letter from Attorney Scott Edelman on behalf of UMG filed as document number 1876 on June 30, 2017;
5. A letter from Attorney Robin Ann Williams on behalf of L. Londell McMillan filed as document number 1878 on July 3, 2017;
6. A letter and exhibits from Attorney Joseph J. Cassioppi on behalf of the Personal Representative filed as document numbers 1884 and 1885 on July 5, 2017;

This Court has attempted to thoroughly and thoughtfully interpret the contract terms in the 2014 WBR Agreements and the 2017 UMG Agreement. The Court notes that Sharon, Norrine and John Nelson and Mr. McMillan focus on the term "pressing and distribution" in the critical phrase "pressing and distribution of Records" from the 2014 WBR Agreements, whereas Comerica

focuses on the term “Records.” Comerica ably argues that the term “Records” can include the digital download or streaming rights to published work. Mr. McMillian argues that the term “pressing and distribution” generally and customarily means physical copies of records and this interpretation is supported by the expert Affidavit of Virgil Roberts.

Sharon, Norrine and John Nelson and Mr. McMillian argue that this Court should allow for additional discovery and the submission of expert testimony regarding the interpretation of the Agreements. This Court believes that all relevant agreements have been provided to the parties and that experts can be found to support the position of each party.

In the end, this Court is reminded that it cannot make a final and binding decision with respect to the interpretation of these contracts. The right to interpret these contracts is venued with the courts of the States of New York and California under the terms of the WBR Agreements and the UMG Agreement respectfully. Under the most complicated of scenarios, Universal could seek to void the UMG Agreement in California and, after protracted litigation and if the Estate were successful, WBR could then seek declaratory relief as to their Agreements in New York.

It has been suggested that UMG is bluffing and they really wouldn’t file suit in the State of California if this Court does not rescind the contract. In light of UMG’s letter of June 26, 2016, and after their attorneys had an opportunity to view the WBR Agreements, this does not appear to be a bluff. More importantly, this Court must proceed cautiously to preserve the assets of the Estate. If litigation is commenced in New York or California, the exploitation of a substantial portion of the Prince music catalog may be lost for years.

On page 2 of Comerica Bank & Trust, N.A.’s Reply Memorandum filed June 9, 2017, the Estate sets forth the factual reality it faces when it has to consider whether the rescission of the UMG Agreement is in the best interest of the Estate. The Court must reluctantly accept this reasoning. The Estate further points out that, under the UMG Agreement, if the Estate were unsuccessful in litigation and the UMG Agreement was ultimately voided, the Estate could be held liable for extensive attorneys’ fees and costs over and above the distribution advances.

The Court also needs to address the issue of whether the UMG Agreement can be preserved through the application of Paragraph 1.8 of the Agreement. That paragraph provides generally that if the Estate is not able to deliver due to rights claimed by a third party, the Estate can elect to return 110% of all Distribution Advances and other costs previously paid by Universal with respect

to the applicable Label Product, and the term with respect to such Label Product shall be deemed terminated.

This paragraph has been interpreted by counsel for some of the parties to allow the Estate and UMG to parse out the value of the UMG Agreement which purportedly overlaps with the WBR Agreements, allow the Estate to return 110% of that value to UMG, and permit the parties to move forward with the remainder of the UMG Agreement. The Court does not believe that this is a viable manner of proceeding for the following reasons:

- (1) UMG has argued that the UMG Agreement was consummated as a result of fraudulent misrepresentation or mutual mistake. If this were proven, UMG argues, the Agreement would be void *ab initio* and Paragraph 1.8 would not serve as a remedy.
- (2) UMG argues the Paragraph 1.8 is not intended to serve as a mechanism to preserve the larger contract by allowing the Estate to return funds to UMG for rights to music that the Estate could not convey. Rather, UMG argues that this clause addresses the allocation of consideration between Prince Rogers Nelson (now his Estate) and NPG records.
- (3) If Paragraph 1.8 would be read to allow the Estate to return the value of music rights that are alleged to overlap with the WBR Agreements, there is no provision in the UMG Agreement as to what that value might be. The UMG Agreement does have a provision requiring the parties to meet and confer and to try to resolve disagreements. However, there is no provision for arbitration of the dispute, thus leaving the matter open for protracted and expensive litigation even if Paragraph 1.8 was implemented as a remedy.
- (4) This Court has no authority to resolve these arguments or disputes as they must be addressed in the State of California. Therefore, a declaration by this Court that Paragraph 1.8 provides a mechanism for the severability of the UMG Agreement upon the return of certain funds by the Estate would be meaningless to the parties.

As previously noted, this Court believes that the Estate must proceed in a cautious manner to preserve the assets of the Estate. While the rescission of the UMG Agreement may certainly be seen as proceeding with a lack of caution, the Court believes that the other option of long and potentially expensive litigation while tying up the music rights owned by the Estate makes the other option more treacherous.

K.W.E.

Exhibit R

FILED

STATE OF MINNESOTA

AUG 21 2017

DISTRICT COURT

COUNTY OF CARVER

CARVER COUNTY COURTS

FIRST JUDICIAL DISTRICT
PROBATE DIVISION

Case Type: Special Administration

In the Matter of:

Court File No. 10-PR-16-46

Honorable Kevin W. Eide

Estate of Prince Rogers Nelson,

Deceased.

**ORDER APPOINTING SECOND
SPECIAL ADMINISTRATOR**

and

Tyka Nelson,

Petitioner.

The above-entitled matter came before the undersigned regarding the appointment of a special administrator to investigate the circumstances under which the Estate of Prince Rogers Nelson (“Estate”) entered into the Exclusive Distribution and License Agreement dated January 31, 2017, between the Estate and NPG Records, Inc., on the one hand, and UMG Recordings, Inc. (“UMG”), on the other (the “UMG Agreement”). The Court held a telephone conference on July 28, 2017 with counsel for: (1) the personal representative Comerica Bank & Trust, N.A. (“Comerica”); (2) the former special administrator, Bremer Trust, N.A. (“Bremer”); (3) Tyka Nelson, Omarr Baker, Alfred Jackson, Sharon Nelson, Norrine Nelson, and John Nelson (collectively, the “Heirs”); (4) L. Londell McMillan/Northstar Enterprises Worldwide, Inc.; (5) and Charles Koppelman/CAK Entertainment, Inc. During the telephone conference, the Court set a deadline of August 4, 2017 for the parties to submit filings regarding the scope of the special administrator’s appointment, and a deadline of August 8, 2017 for responses to those filings.

The Personal Representative cannot or should not act to investigate the circumstances leading to the rescission of the UMG Agreement due in part to its Common Interest Agreement with the former Special Administrator.

Therefore, pursuant to Minnesota Statutes Section 524.3-614(2), the Court appoints a Second Special Administrator as follows:

ORDER

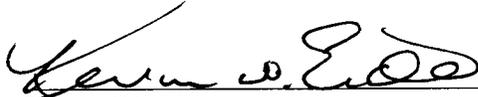
1. Peter J. Gleekel and the law firm Larson King, LLP is hereby appointed the Second Special Administrator of Decedent's estate. Pursuant to Minn. Stat. §524.3-617, the Second Special Administrator's authority is limited to performing the following:
 - a) Conducting an independent examination of the facts, circumstances and events relating to the rescission of the UMG Agreement including, but not limited to, the negotiations and considerations in respect of the UMG Agreement and all those persons and entities involved and/or aware of said negotiations and determining whether the Estate has a reasonable basis for a claim(s) against any person or entity in connection with the rescission;
 - b) Analyze and report in writing to the undersigned with respect to whether pursuing any such claim(s) related to the rescission of the UMG Agreement is in the best interest of the Estate, considering factors including, but not limited to:
 - i. The strength of the evidence supporting any such claims and the likelihood of success on the merits;
 - ii. The potential damages that could be recovered on any such claims;
 - iii. The cost of pursuing any such claims (attorneys' fees plus other direct financial costs of the lawsuit);
 - iv. The opportunity cost of pursuing any such claims (any potential revenue or opportunities that the Estate would forego);
 - v. Any other impact on the Estate in pursuing any such claims (for example, harm to Prince's brand, harm to the Estate's relationship with current or potential entertainment partners, impact on willingness of other entities to do future business with Estate, increased tension or disagreement among Heirs); and
 - vi. The policy implications for this Estate, or other estates, of prosecuting a claim against the person or entity and whether that improperly incentivizes claims on future transactions.

- c) The Second Special Administrator shall conduct its investigation privately, being mindful of the expense to the Estate of conducting the investigation, and shall have complete independence in conducting the investigation and may undertake those actions it believes in good faith are appropriate to perform the investigation. The Second Special Administrator's power and authority to gather facts and evidence from individual witnesses and obtain documents shall be consistent with the powers of a general personal representative. To the extent that the Second Special Administrator determines the need for additional grants of powers to effectuate the duties described herein, he shall seek such additional specific grants of powers from the Court.
 - d) The Second Special Administrator shall have the power to compel and take evidence from parties and non-parties and, if deemed appropriate, retain an expert(s). The Second Special Administrator shall keep track of all documents it reviews, individuals it interviews, and any other information it considers.
 - e) Within the constraints of this Order and Minnesota law, the Second Special Administrator has flexibility to devise an efficient investigation.
2. The Second Special Administrator shall endeavor to complete the report mentioned in paragraph 1(b) and submit it to the undersigned under seal by December 15, 2017.
 3. The Court expects all parties to this matter, especially those interested parties who participated in the motion regarding rescinding the UMG Agreement including their agents and experts, to cooperate with the Second Special Administrator's investigation and requests for access to documents and witnesses.
 4. If the report finds that the pursuit of any such claim is in the best interest of the Estate, and this Court approves the pursuit of that claim, the Second Special Administrator's appointment may be expanded by order to include prosecution of the claim.

5. Alternatively, if the report concludes that there is no reasonable basis for claims relating to the rescission of the UMG Agreement, or that it is in the best interest of the Estate not to pursue any reasonable claim that exists, the Court will decide whether to accept that recommendation.
6. Any objections to the Second Special Administrator based on conflict of interest or competence must be filed under seal within 7 days of this Order.
7. The Second Special Administrator shall submit its fees and costs directly to the Court for approval on a monthly basis. The Second Special Administrator shall provisionally be entitled to receive compensation at a rate of \$430 per hour for Peter Gleekel, \$400 per hour for Patrick H. O'Neill, Jr., and the rate of \$200 per hour for associates working with them. When submitting the Special Administrator Fee Affidavit, the Second Special Administrator shall serve unredacted copies to counsel for Comerica and the Heirs (redacting only those items necessary to preserve the attorney-client privilege and work-product doctrine). The Court shall conduct an initial review and may provisionally approve Comerica's payment of the submitted fees and costs. Comerica and the Heirs shall have 14 days after service to submit written objections. The Court will consider all submissions made by the parties and will order the Second Special Administrator to reimburse the Estate in an amount that the Court determines to be reasonable and appropriate if the Court believes that there was an overpayment of compensation, attorneys' fees, costs, or expenses. Comerica and the Heirs shall maintain the confidentiality of the Second Special Administrator Fee Affidavits and all associated filings, and any submission of unredacted billing statements or supporting details to the Court, Comerica, or the Heirs shall not be deemed to constitute a waiver of confidentiality, the attorney-client privilege, or work product doctrine.
8. The Second Special Administrator shall not be required to post a bond.
9. The appointment of the Special Administrator, unless extended by further order of this Court, shall terminate on December 31, 2017.

BY THE COURT:

Dated: August 18, 2017



Kevin W. Eide
Judge of District Court

NOTICE: A true and correct copy of this Order/Notice has been served by EFS upon the parties. Please be advised that orders/notices sent to attorneys are sent to the lead attorney only.

STATE OF MINNESOTA
COUNTY OF CARVER

DISTRICT COURT
PROBATE DIVISION
FIRST JUDICIAL DISTRICT

In Re:

Court File No. 10-PR-16-46

Estate of Prince Rogers Nelson,
Decedent.

**ORDER EXPANDING AUTHORITY OF
THE SECOND SPECIAL
ADMINISTRATOR**

The above-entitled matter came before the undersigned pursuant to the Motion to Expand the Authority of the Second Special Administrator brought by Omarr Baker, heir in the Estate of Prince Rogers Nelson (the “Estate”).

On January 20, 2017, this Court held that Bremer Trust, N.A. would cease to serve as Special Administrator of the Estate after January 31, 2017. (*See* Order for Transition from Special Administrator to Personal Representative, filed Jan. 20, 2017, p. 1.) The Order for Transition mandated the Personal Representative and the Special Administrator to enter into a Common Interest Agreement. (*Id.*, p. 3.) This Court approved the Common Interest Agreement and stated that as a condition of the transfer from Special Administrator to Personal Representative, the two entities cannot be adverse to each other:

As a result of the Common Interest Agreement, Bremer Trust, Patrick A. Mazorol, and Stinson Leonard Street, LLP, on the one hand, and Comerica and Fredrikson & Byron, P.A., on the other hand, cannot, at any time, be adverse to each other in connection with this Estate.

(*Id.*, p. 4 ¶ 9) (emphasis added.) The Personal Representative and the Special Administrator signed the court-approved Common Interest Agreement.

On April 5, 2017, the Court directed the Personal Representative to “investigate and make an informed decision regarding whether any action should be pursued for the return of the advance paid by Jobu Presents to the Estate for the right to conduct the Tribute Concert, which advance was subsequently returned to Jobu Presents.” (Order Granting Special Administrator’s Request to Approve Payment of Special Administrator’s and Attorneys’ Fees and Costs through January 31, 2017 and Final Accounts and Inventory, dated April 5, 2017 at p. 5.)

On August 21, 2017, the Court appointed Peter J. Gleekel and the law firm Larson King, LLP (the “Second Special Administrator”) pursuant to Minn. Stat. §§ 524.3-614(2) and 524.3-617. As the Court found in its order dated August 21, 2017, “[t]he Personal Representative cannot or should not act to investigate the circumstances leading to the rescission of the UMG Agreement

due in part to its Common Interest Agreement with the former Special Administrator.” (*See* Order Appointing Special Administrator, dated Aug. 21, 2017, at p. 1.) Therefore, the Court appointed the Second Special Administrator to investigate the circumstances leading to the rescission of the UMG Agreement.

As with the investigation regarding the rescission of the UMG Agreement, pursuant to the Common Interest Agreement, the Personal Representative cannot and should not act to investigate and make an informed decision regarding whether any action should be pursued for the return of the advance paid by Jobu Presents to the Estate for the right to conduct the Tribute Concert, which advance was subsequently returned to Jobu Presents.

Therefore, pursuant to Minnesota Statutes Section 524.3-614(2), the Court expands the authority of the Second Special Administrator as follows:

ORDER

1. The authority Peter J. Gleekel and the law firm Larson King, LLP as the Second Special Administrator of Decedent’s estate is expanded, pursuant to Minn. Stat. §524.3-617, to include the following:
 - a. Conducting an independent examination and making an informed decision regarding whether any action should be pursued for the return of the advance paid by Jobu Presents to the Estate for the right to conduct the Tribute Concert, which advance was subsequently returned to Jobu Presents; and determining whether the Estate has a reasonable basis for a claim(s) against any person or entity in connection with the Jobu Presents agreement;
 - b. Analyze and report in writing to the undersigned with respect to whether pursuing any such claim(s) related to the Jobu Presents agreement is in the best interest of the Estate, considering factors including, but not limited to:
 - i. The strength of the evidence supporting any such claims and the likelihood of success on the merits;
 - ii. The potential damages that could be recovered on any such claims;
 - iii. The cost of pursuing any such claims (attorneys’ fees plus other direct financial costs of the lawsuit);
 - iv. The opportunity cost of pursuing any such claims (any potential revenue or opportunities that the Estate would forego);
 - v. Any other impact on the Estate in pursuing any such claims (for example,

harm to Prince's brand, harm to the Estate's relationship with current or potential entertainment partners, impact on willingness of other entities to do future business with Estate, increased tension or disagreement among Heirs); and

- vi. The policy implications for this Estate, or other estates, of prosecuting a claim against the person or entity and whether that improperly incentivizes claims on future transactions.
 - c. The Second Special Administrator shall conduct its investigation privately, being mindful of the expense to the Estate of conducting the investigation, and shall have complete independence in conducting the investigation and may undertake those actions it believes in good faith are appropriate to perform the investigation. The Second Special Administrator's power and authority to gather facts and evidence from individual witnesses and obtain documents shall be consistent with the powers of a general personal representative. To the extent that the Second Special Administrator determines the need for additional grants of powers to effectuate the duties described herein, he shall seek such additional specific grants of powers from the Court.
 - d. The Second Special Administrator shall have the power, if deemed appropriate, to retain an expert(s). The Second Special Administrator shall keep track of all documents it reviews, individuals it interviews, and any other information it considers.
 - e. Within the constraints of this Order and Minnesota law, the Second Special Administrator has flexibility to devise an efficient investigation.
2. The Second Special Administrator shall endeavor to complete the report mentioned in paragraph 1(b) and submit it to the undersigned under seal by April 2, 2018.
 3. The Court expects all parties to this matter, especially those interested parties who participated in hearings before the Court regarding the Jobu Presents agreement including their agents and experts, to cooperate with the Second Special Administrator's investigation and requests for access to documents and witnesses.
 4. If the report finds that the pursuit of any such claim is in the best interest of the Estate, and this Court approves the pursuit of that claim, the Second Special Administrator's appointment may be expanded by order to include prosecution of the claim.
 5. Alternatively, if the report concludes that there is no reasonable basis for claims relating to the Jobu Presents agreement, or that it is in the best interest of the Estate not to pursue any

reasonable claim that exists, the Court will decide whether to accept that recommendation.

6. Any objections to the Second Special Administrator based on conflict of interest or competence must be filed under seal within 7 days of this Order.
7. The Second Special Administrator shall submit its fees and costs directly to the Court for approval on a monthly basis. The Second Special Administrator shall provisionally be entitled to receive compensation at a rate of \$430 per hour for Peter Gleekel, \$400 per hour for Patrick H. O'Neill, Jr., and the rate of \$200 per hour for associates working with them. When submitting the Special Administrator Fee Affidavit, the Second Special Administrator shall serve unredacted copies to counsel for Comerica and the Heirs (redacting only those items necessary to preserve the attorney-client privilege and work-product doctrine). The Court shall conduct an initial review and may provisionally approve Comerica's payment of the submitted fees and costs. Comerica and the Heirs shall have 14 days after service to submit written objections. The Court will consider all submissions made by the parties and will order the Second Special Administrator to reimburse the Estate in an amount that the Court determines to be reasonable and appropriate if the Court believes that there was an overpayment of compensation, attorneys' fees, costs, or expenses. Comerica and the Heirs shall maintain the confidentiality of the Second Special Administrator Fee Affidavits and all associated filings, and any submission of unredacted billing statements or supporting details to the Court, Comerica, or the Heirs shall not be deemed to constitute a waiver of confidentiality, the attorney-client privilege, or work product doctrine.
8. The Second Special Administrator shall not be required to post a bond.
9. The appointment of the Special Administrator, unless extended by further order of this Court, shall terminate on April 30, 2018.
10. Other than to expand the authority of the Special Administrator as detailed above, nothing in the above Order supersedes or otherwise eliminates the Court's order dated August 21, 2017 regarding the Second Special Administrator.

Dated: February 2, 2018

Kevin W. Eide
Judge of District Court

NOTICE: A true and correct copy of this Order/Notice has been served by EFS upon the parties. Please be advised that orders/notices sent to attorneys are sent to the lead attorney only.

Exhibit S

STATE OF MINNESOTA
COUNTY OF CARVER

DISTRICT COURT
FIRST JUDICIAL DISTRICT
PROBATE DIVISION
Case Type: Special Administration

In the Matter of:

Court File No. 10-PR-16-46

Estate of Prince Rogers Nelson,

AFFIDAVIT OF PATRICK A. MAZOROL

Decedent,

and

Redacted

Tyka Nelson,

Petitioner.

Patrick A. Mazorol, being first duly sworn upon oath, deposes and says as follows:

1. I am over the age of 18 years and competent to testify regarding the facts and matters stated herein, which are based on my personal knowledge.
2. I serve as an advisor for Bremer Trust National Association, the Court-appointed Special Administrator of the Estate of Prince Rogers Nelson (“Estate”).
3. I am an attorney in private law practice with a focus on probate, estate planning and charitable gift planning and have more than 35 years of experience in law, investment management and trust administration.
4. I make this affidavit in support of the Special Administrator’s request for authorization to enter into a Joint Venture Exhibition Operating Agreement for a Paisley Park museum.
5. On June 8, 2016, the Court issued an order authorizing Bremer Trust to engage experts to assist the Special Administrator in monetizing the assets of this unique Estate. Since then, Bremer Trust and its counsel have been working extensively with L. Londell McMillan and

Charles Koppelman on **Redacted** an array of other licensing and entertainment opportunities. With the assistance of Messrs. McMillan and Koppelman, Bremer Trust also engaged in extensive conversation with Graceland Holdings, LLC in an effort to turn Paisley Park into a productive financial asset, but to do so in a way that honors Price Rogers Nelson and displays his creative genius.

6. More than the other entertainment-related agreements entered into thus far, the planning and ultimate determination of the shape of the business relationship between Estate and Graceland Holdings, LLC has required extensive and confidential discussion and investigation of many considerations *before* a contractual commitment could be proposed, including, for example, the following: the proper entity to manage this unique business enterprise; the appropriate division of liability risk; the capability of Graceland Holdings, LLC to contribute the necessary investment required; experience with the design and remodeling required and the ability to line up appropriate contractors on a tight timetable; experience as to wardrobe, documents and music memorabilia; security staffing and requirements; the ability to coordinate with zoning and local officials as to construction plans and traffic patterns; plans for marketing a museum built upon one musician's career; merchandising commitments, including revenue sharing considerations; experience in working with heirs in an estate-like circumstance; and the time commitment required in light of the substantial initial investment on one hand and, on the other hand, the plan to transfer decision-making to the heirs once the obligations of the Estate are addressed, including vis-à-vis the taxing authorities and creditors.

7. Another significant consideration has been timing. **Redacted**

Redacted

Redacted

Redacted

[Redacted text block consisting of multiple lines of greyed-out content]

9. Bremer Trust has also done a substantial amount of due diligence as to the finances and operations of Graceland Holdings, LLC. Bremer Trust personnel and advisors have toured Graceland, and all potential beneficiaries were afforded the opportunity by Graceland Holdings, LLC to do so as well.

10. I am of the strong opinion that proceeding with the proposed contractual relationship with Graceland Holdings, LLC is in the best interest of the Estate of Prince Rogers Nelson. For me, the salient questions are as follows: (a) does the proposed arrangement render the Paisley Park asset productive?; (b) does it honor the artist and his legacy?; (c) is Graceland Holdings, LLC the right steward?; (d) do we have a business deal that will maximize value?; and (e) taking into account all of the pertinent considerations, does proceeding with Graceland Holdings, LLC involve less risk than other alternatives that have been mentioned along the way? With these considerations in mind, I highly recommend that the Special Administrator be authorized to proceed as proposed.

11. **Redacted**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

12. Please be assured that Bremer Trust and its counsel have worked to keep the “non-excluded” heirs abreast of developments. **Redacted** It was not until August 11, 2016, that the Special Administrator obtained Court approval to communicate business arrangements with only those parties not excluded, either by operation of the Court’s July 28, 2016 Order or the genetic testing protocol. Within a few hours of the Order, the Special Administrator promptly circulated the proposed agreement to the heirs as defined in Paragraph One of the Court’s August 11, 2016 Order. The Special Administrator and its counsel have also briefed counsel to those parties on multiple occasions in the last two weeks, and Bremer Trust’s counsel has taken in multiple suggestions as to potential contract terms. That input has been helpful and has led to a number of modifications in the terms of the deal under consideration. **Redacted**

[Redacted]

[Redacted]

[Redacted]

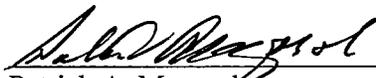
13. Attached as Exhibit A is the latest draft of the proposed contract between PP Management, LLC (the entity Graceland Holdings, LLC has formed for the museum) and Paisley Park Facility, LLC (the entity the Special Administrator has formed for this museum).

14. Redacted
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

15. Before seeking Court authorization, Bremer Trust will continue to communicate with the heirs and their counsel. A meeting for that purpose is currently set for Tuesday, August 16, 2016. Our hope is that all involved parties will recognize that proceeding as the Special Administrator proposes is in the best interest of the Estate. I believe that to be the case.

Further affiant sayeth not.

Dated: August 12, 2016

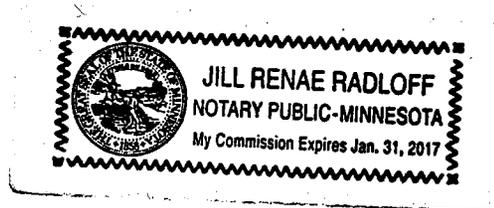


Patrick A. Mazorek

Subscribed and sworn to before me this 12th day of August, 2016.



Notary Public



STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

FIRST JUDICIAL DISTRICT
PROBATE DIVISION

Case Type: Special Administration

In the Matter of:

Court File No. 10-PR-16-46

Estate of Prince Rogers Nelson,

**AFFIDAVIT OF L. LONDELL
McMILLAN**

Decedent,

and

Redacted

Tyka Nelson,

Petitioner.

L. Londell McMillan, being first duly sworn upon oath, deposes and says as follows:

1. I am an attorney, publisher and producer, who focuses my practice on business, entertainment, and intellectual property affairs.

2. I worked directly with Mr. Nelson from 1994-2005.

3. I have extensive knowledge of Mr. Nelson's catalog.

4. I worked with Mr. Nelson on the Warner Brothers recording agreement and Warner Chappell and Universal Music Publishing agreements, among others.

5. As the Court is aware, I have been working with Charles Koppelman on many different ways in which to monetize the assets of the Estate in a way that honors Prince and his legacy. It is not just my entertainment industry expertise that finds me sensitive to the importance of respecting Prince and his creativity as we negotiate entertainment-related agreements on behalf of his Estate. I worked with Prince and those associated with him for many years. I not only treasure my personal relationship with him, but I also value the beauty of his musical creations. Accordingly, Charles Koppelman and I believe it important to make sure

that any entity that the Estate engages is prepared for the challenge that the Paisley Park opportunity presents and is a good partner in the many dimensions required to maximize the value of this Estate and preserves Prince's legacy and brand.

6. I am also mindful that anyone engaged to turn Paisley Park into a museum has the added challenge of bringing order to a wide array of assets that are difficult to manage upon the unexpected death of an artist such as Prince. Accordingly, my focus in relation to this agreement is how the activities of operating a museum will interrelate with the other monetization efforts for the Estate. As an example of the importance of this coordination and as part of preserving Prince's legacy and brand, I have expressly insisted that the Estate maintain control over matters affiliated with the property, merchandise, live events held at Paisley Park, and Prince's music legacy.

7. With these considerations in mind, Charles Koppelman and I have reviewed the terms of the business arrangement as currently proposed between PP Management, LLC (the entity that will be managed by the same group that oversees Graceland) and Paisley Park Facility, LLC (the entity the Special Administrator has formed for this museum). Given the importance of timing, Redacted the nature of the multi-dimensional considerations that needed to be negotiated with any potential Paisley Park partner in these circumstances, the reputation and success of the affiliates of PP Management, LLC which would be a challenge to duplicate, and the risks for the Estate and its monetization efforts underway turning to an alternative partner, I believe that the Special Administrator's pending proposal to have Paisley Park Facility, LLC enter into the proposed contractual arrangement (or a close variation thereof) with PP Management, LLC is the prudent course of action.

8. Accordingly, I, joined by Charles Koppelman, believe the Special Administrator's PP Management, LLC proposal is in the best interests of the Estate of Prince Rogers Nelson. For your information, neither Mr. Koppelman nor I are receiving any compensation or commission pursuant to the terms of the contract under consideration.

9. I plan to attend the planned informational session on August 16, 2016 to be held in Minneapolis with the heirs and their counsel. I will continue to do my best to answer questions and address any remaining concerns. While the heirs and their counsel continue to offer helpful suggestions, and I am committed to continuing to take them into account, as a lawyer and entertainment professional, I also know that we are at a juncture in this process where a decision must be made. Based upon all of the work done and information gathered to date, I believe the Special Administrator has done its homework and is presenting the Estate and the Court with Paisley Park proposal which fulfills the Special Administrator's fiduciary responsibility to supervise and manage the Estate's assets, while, at the same time, doing so in a way that honors Prince Rogers Nelson.

Further affiant sayeth not.

Dated: August 16, 2016



L. Londell McMillan

Subscribed and sworn to before me this 16th day of August, 2016.

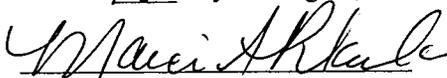
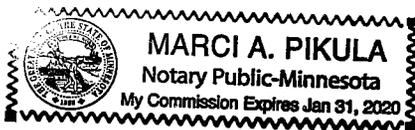

Notary Public

Exhibit T

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

FIRST JUDICIAL DISTRICT
PROBATE DIVISION

Case Type: Supervised Administration

In the Matter of:

Court File No. 10-PR-16-46

Estate of Prince Rogers Nelson,

Judge Kevin W. Eide

Decedent.

**ORDER INSTRUCTING THE
PERSONAL REPRESENTATIVE
AND PROTECTIVE ORDER**

The above-entitled matter came before the undersigned for a closed hearing on June 13, 2017, pursuant to Personal Representative Comerica Bank & Trust, N.A.'s (the "Personal Representative") Motion to Approve Rescission of Exclusive Distribution and License Agreement. In response to the Motion, the former Special Administrator, Bremer Trust, N.A. ("Bremer"), requested that the Court permit UMG Recordings, Inc. ("UMG") to review the license and distribution agreement dated April 16, 2014, by and between Warner Bros. Records ("WBR"), on the one hand, and Prince Rogers Nelson (the "Decedent"), PRN Music Corporation, Paisley Park Enterprises, Inc., and NPG Records Inc., on the other hand (the "2014 WBR Agreement").

While recognizing that the 2014 WBR Agreement imposes confidentiality obligations on the Personal Representative, the Court concludes that disclosure of the 2014 WBR Agreement to UMG on an attorneys-eyes-only basis will assist with the Court's resolution of the Personal Representative's motion and is not contrary to the 2014 WBR Agreement. Specifically, the 2014 WBR Agreement contemplates that the agreement may need to be produced to third parties in connection with litigation, and includes a provision that requires a disclosing party—such as the Personal Representative here—to use reasonable efforts to limit access to the agreement, including

by limiting access to counsel on an attorneys-eyes-only basis. Disclosure of the 2014 WBR Agreement to UMG on an attorneys-eye-only basis is also consistent with WBR's previous offer to make the agreement available to UMG on that basis. Accordingly,

IT IS HEREBY ORDERED that:

1. Within two business days of this Order, the Personal Representative shall file with the Court, as an under-seal filing, and provide to UMG's counsel of record in this proceeding on an attorneys-eyes-only basis, an unredacted copy of the 2014 WBR Agreement;

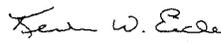
2. UMG's counsel of record shall not disclose the 2014 WBR Agreement to UMG or any other party without the express written permission of WBR or subsequent order of this Court;

3. Within ten days of receipt of the 2014 WBR Agreement from the Personal Representative, UMG's counsel of record shall submit a letter to the Court regarding whether, and to what extent, review of the 2014 WBR Agreement affects the Personal Representative's pending motion and UMG's demand for rescission of the Exclusive Distribution and License Agreement.

4. If counsel for the Personal Representative, the former Special Administrator, the Heirs or the advisors to the Special Administrator believe that there is no legal conflict between the UMG and WBR contracts, they should use the ten days allowed in the preceding paragraph to attempt to persuade UMG of the validity of their position.

BY THE COURT:

Eide, Kevin

 2017.06.15 15:00:06
-05'00'

Dated: June 15, 2017

The Honorable Kevin W. Eide
District Court Judge

NOTICE: A true and correct copy of this Order/Notice has been served by EFS upon the parties. Please be advised that orders/notices sent to attorneys are sent to the lead attorney only.