

WHITE WIGGINS & BARNES, LLP

PRIVILEGED AND CONFIDENTIAL COMMUNICATION

October 26, 2018

Mr. Alfred Jackson
6013 Larson Avenue
Kansas City, Missouri 64133

RE: Engagement Agreement—*re The Interests of Alfred Jackson, an Heir to the Estate of Prince Rogers Nelson*

Dear Mr. Jackson:

Thank you for selecting White Wiggins & Barnes, LLP ("WWB") to represent you in connection with your rights, obligations and potential economic opportunities related to your interest in the Estate of Prince Rogers Nelson ("the Prince Estate") and its assets. This letter is intended to memorialize the terms of our engagement, with the express understanding that our efforts pursuant to this Agreement may occasionally require a Supplemental Letter of Understanding to address the economic terms related to prospective opportunities.

1. Scope of Services:

To represent and act as counsel for Alfred Jackson (the "Client") in connection with the Prince Estate.

You hereby engage WWB and WWB undertakes and agrees to assume the following duties in this matter:

- A) Consult with Client;
- B) Investigate and review all prior activities related to or affecting your interests in the Prince Estate, including but not limited to all action taken on your behalf by prior counsel, Comerica Bank and any other person or entity purporting to act on your behalf in relation to the Prince Estate;
- C) Utilize and initiate resources to seek out opportunities as described herein on your behalf;
- D) Pursue matters that are necessary and proper to accomplish tasks.

2. Fees and Expenses:

1700 Pacific Avenue, Suite 3740, Dallas, TX 75201 | 214-665-4150 | wwbllp.com

WWB

October 26, 2018

Page 2

WWB charges from \$200.00 to \$900.00 per hour for time spent by professional staff and attorneys and from \$50.00 to \$250.00 per hour for other services performed by support staff. For this engagement, our partners Ward White IV and Kennedy Barnes will serve as the attorneys responsible for the work on your behalf, and they will bill at a rate of \$750.00 per hour. Where possible, Messrs. White and Barnes will utilize attorneys and professional staff whose billable rates are substantially less. Either Mr. White or Mr. Barnes will be available to you at all times.

This Engagement also anticipates that WWB will be involved in sourcing, negotiating and consummating on Client's behalf certain economic opportunities related to the Prince Estate. You hereby stipulate and agree that, unless otherwise agreed in writing, WWB shall receive ten percent (10%) of the gross value of any such WWB-sourced deal.

WWB will engage the consulting services of Mr. Raffles Van Exel, whose specific experience with some of the issues related to the Prince Estate will be helpful as we pursue the various tasks assigned to us under the Agreement. Fees for Mr. Van Exel's services will be included in our invoice and billed to the Prince Estate.

In addition, WWB will be reimbursed for expenses incurred in connection with this matter. Expenses include both in-house services and third party expenses. WWB will bill all expenses on a monthly basis. In-house services include, but are not limited to, messenger services, reasonable travel and meal expenses, electronic research, technical support and staff overtime.

3. Billing:

WWB will submit monthly invoices to the administrator of the Prince Estate, which we understand at this time to be Comerica Bank. All payments are to be paid from the Prince Estate until the parties agree otherwise, or until Comerica Bank as the administrator of the Prince Estate is formally replaced.

4. Disclosures.

In conformity with the standard of our profession, WWB is undertaking to represent you with all due care. WWB has not and will not guarantee that any certain result will be obtained. It is agreed that you are not relying on statements, if any, concerning potential results or the strength of your position as a basis for retaining WWB, or for entering into this agreement. WWB retains the right, consistent with its ethical obligations, to withdraw from this case at any time, for any reason including but not limited to lack of payment, and/or any errors in the facts as you have conveyed them to us.

WWB

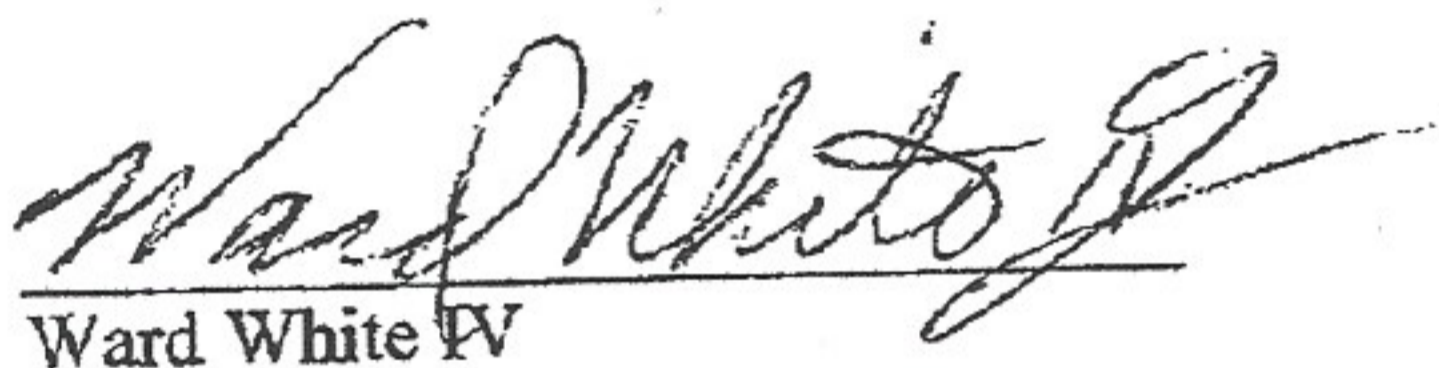
October 26, 2018
Page 3

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, please call 1-800-932-1900. This is a toll-free phone call.

We look forward to the opportunity to be of service. If you have any questions, please feel free to call.

Sincerely,

WHITE WIGGINS & BARNES, LLP


Ward White IV

Accepted and Agreed this ___ day of October 2018:


Alfred Jackson