

AMENDED EXHIBIT D

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

FIRST JUDICIAL DISTRICT

Case Type: Contract

Mixed Blood Theatre,

Case No.

Plaintiff,

v.

COMPLAINTPaisley Park Enterprises, LLC, Paisley Park
Enterprises, Inc., Barron Event Planning and
Management, Bremer Trust, National
Association, and the Estate of Prince Rogers
Nelson,

Defendants.

Mixed Blood Theatre, for its Complaint against Paisley Park Enterprises, LLC, Paisley Park Enterprises, Inc., Barron Event Planning and Management, Bremer Trust, National Association, and the Estate of Prince Rogers Nelson, states:

JURISDICTION AND VENUE

1. This Court has subject-matter jurisdiction over this action, which is based on Defendants' violations of state law and pertains to the administration, settlement, or distribution of the Estate of Prince Rogers Nelson.

2. This Court has personal jurisdiction over Defendants who are residents or citizens of the State of Minnesota, who have a principal place of business in, who conduct substantial business in, or who have substantial general and specific contacts to, the State of Minnesota, including contacts giving rise to the claims asserted in this Complaint.

3. This judicial district is an appropriate venue as substantial events giving rise to this action occurred in Carver County, Minnesota.

FACTS GIVING RISE TO THIS ACTION

4. On or about February 15, 2016, Mixed Blood Theatre entered into a contract entitled Paisley Park Rental Agreement with Barron Event Planning and Management (“Barron”), on behalf of Paisley Park Enterprises (“Agreement”). A copy of the Agreement is attached hereto as Exhibit I and is incorporated herein as if fully restated.

5. The Agreement was signed by Barron and Paisley Park Enterprises. The first sentence of the Agreement identifies “Paisley Park Enterprises, a Minnesota LLC authorized to equip, and operate Paisley Park Studios.” The only entity on record with the Minnesota Secretary of State bearing the name “Paisley Park Enterprises” is Paisley Park Enterprises, Inc., a Minnesota corporation whose CEO is listed as Prince Nelson. Discovery is required to confirm the identity of the party to the Agreement identified as Paisley Park Enterprises. As referred to herein, the term “Paisley Park Enterprises” includes Paisley Park Enterprises, LLC and Paisley Park Enterprises, Inc.

6. Mixed Blood Theatre relied upon the Agreement as an integral part of its 40th Anniversary Gala fundraiser to be held on May 14, 2016, at Paisley Park Studios.

7. The Gala had been announced a year in advance and a committee of volunteers, board members, and staff worked tirelessly in anticipation of the crucial fundraising event.

8. Mixed Blood Theatre sold 1,000 tickets for the event.

9. After learning of Prince Rogers Nelson's death on April 22, 2016, representatives of Mixed Blood Theatre promptly communicated with Barron about the plans for the event and Paisley Park Studios, and Barron confirmed that the event could go forward as planned.

10. The Probate Court for Carver County appointed Bremer Trust, National Association ("Bremer Trust") as Special Administrator for the Estate of Prince Rogers Nelson.

11. Bremer Trust and the Estate of Prince Rogers Nelson had knowledge of the contract allowing Mixed Blood Theatre to hold the Gala at Paisley Park.

12. On May 6, 2016, two weeks after Prince Rogers Nelson's death and just a week before the setup for the event was scheduled to take place, Traci Bransford, a representative of Bremer Trust, announced that the Gala could not be held at Paisley Park Studios as planned. Ms. Bransford proposed an alternative outdoor event space on the Paisley Park Studio premises, a proposal Mixed Blood Theatre was prepared to accept but which Bremer Trust withdrew just a few hours later.

13. These actions constituted an intentional procurement of breach of the Agreement by Bremer Trust and the Estate of Prince Rogers Nelson.

14. Bremer Trust and the Estate of Prince Rogers Nelson cannot meet their burden of proof to show justification for its procurement of the breach of the Agreement.

15. In fact, Defendants did breach the Agreement and procure its breach with such short timing and notice that Mixed Blood Theatre was forced to cancel the Gala.

16. As a result of the breach, among other things, Mixed Blood Theatre was required to refund the ticket purchase price for nearly 1,000 tickets and to incur related costs, as well as to forego revenues from silent and live auction items, a photo booth, a series of games and other planned activities, fund-a-need donations for its capital improvement project, and anticipated future donations, the value of which are all reasonably estimated pursuant to well-established practices for fund-raising events.

17. Mixed Blood Theatre has suffered damages as a result of the breach of the Agreement in an amount in excess of \$50,000 with the specific amount to be proven at trial.

COUNT I
BREACH OF CONTRACT

18. The allegations of paragraphs 1-17 are incorporated herein as if fully restated.

19. Mixed Blood Theatre had a valid and enforceable Agreement with Paisley Park Enterprises and Barron, and fulfilled all of its obligations under the Agreement.

20. Paisley Park Enterprises and Barron breached the Agreement.

21. Mixed Blood Theatre incurred damages as a result of the breach of the Agreement in an amount in excess of \$50,000 with the specific amount to be proven at trial.

COUNT II
TORTIOUS INTERFERENCE WITH CONTRACT

22. The allegations of paragraphs 1-21 are incorporated herein as if fully restated.

23. Bremer Trust and the Estate of Prince Rogers Nelson are liable to Mixed Blood Theatre for tortious interference with contract for procuring breach of the Agreement.

24. Mixed Blood Theatre incurred damages as a result of the tortious interference with the Agreement in an amount in excess of \$50,000 with the specific amount to be proven at trial.

25. Mixed Blood Theatre is entitled to recover its attorneys' fees for its claims for the breach of contract as part of its damages for the tortious interference with contract.

PRAYER FOR RELIEF

WHEREFORE, Mixed Blood Theatre seeks to recover judgment against Paisley Park Enterprises, Barron Event Planning and Management, Bremer Trust and the Estate of Prince Rogers Nelson for:

1. Damages in an amount in excess of \$50,000 with the specific amount to be proven at trial;
2. Attorneys' fees and costs; and
3. Such other and further relief as the Court may deem proper.

Dated: February 8, 2017

GREENE ESPEL PLLP

s/Jeanette M. Bazis

Jeanette M. Bazis, Reg. No. 0255646

Larry D. Espel, Reg. No. 0027595

Anna M. Tobin, Reg. No. 0395706

222 S. Ninth Street, Suite 2200

Minneapolis, MN 55402

jbazis@greeneespel.com

lespel@greeneespel.com

atobin@greeneespel.com

(612) 373-0830

Attorneys for Plaintiff, Mixed Blood
Theatre

ACKNOWLEDGMENT

The undersigned hereby acknowledges that costs, disbursements and reasonable attorney and witness fees may be awarded pursuant to Minn. Stat. § 549.211, subd. 2, to the party against whom the allegations in this pleading are asserted.

s/Jeanette M. Bazis

Jeanette M. Bazis

EXHIBIT 1

Paisley Park Rental Agreement

The License Agreement (hereinafter referred to as the "license Agreement" or Agreement"), made this 2/15/2016 by Barron Event Planning & Management, on behalf of Paisley Park Enterprises, a Minnesota LLC authorized to equip, and operate Paisley Park Studios. Barron Event Planning & Management (hereinafter collectively called "Manager"), and Mixed Blood Theatre, (hereinafter called "User").

User acknowledges and warrants that it has properly and lawfully authorized the execution of this Agreement and that it has further authorized the below identified person(s) to execute this Agreement on behalf of the User.

Witness: All terms and conditions and covenants recited herein and in all documents attached hereto are incorporated and made a part of the License Agreement unless inapplicable by their terms in relation to User's event or performance to be presented in Manager's facilities. It is mutually agreed between Manager and User as follows: Manager grants to User a non-assignable right to use and occupy that portion of Paisley Park Studios as described below, herein referred to "Exclusive Licensed Space". "Paisley Park Studios" space is defined as, except the Exclusive Licensed Space, including, but not limited to the restrooms, entrance way, courtyard, parking facilities sidewalks and loading dock areas. User acknowledges and agrees that this Agreement creates a license only and User does not, and shall not claim at any time, any interest of this license or the User's use of said property in accordance herewith.

Event Name:	Revelry: A Red-tie Affair	
Exclusive Licensed Space:	Friday, May 13, 2016 Gala/Auction/ Staff Space	7:00 a.m. – 11:59 p.m. Sound Stage, Disco Room, Courtyard, Parking Area, Kitchen Boiler Room
	Saturday, May 14, 2016 Gala/Auction	7:00 a.m. – 11:59 p.m. Sound Stage, Disco Room, Courtyard, Parking Area, Kitchen
Move In:	Friday, May 13, 2016	7:00 a.m.
Move Out:	Saturday, May 14, 2016	11:59 p.m.

Rent:	Friday, May 13, 2016 Sound Stage, Disco Room, Courtyard, Parking Area,	Complimentary
	Saturday, May 14, 2016 Sound Stage, Disco Room, Courtyard, Parking Area,	\$20,000.00

*Rental for Paisley Park Sound Stage, Disco Room, Courtyard, Parking Area is waived for Friday for set up only. Only vendors, production and set-up crew will be allowed access to the venue on Friday, May 13, 2016 between 7:00 a.m. and 11:59 p.m. The waiver is based on deposit of fifty percent of rental fee being paid at time of contract signing.

Total rent if deposit is received at time of contract:	\$20,000.00
Total rent if deposit is not received at time of contract:	\$25,000.00

Addition Operating Costs: User agrees to pay Barron Event Planning & Management for all approved vendors contracted and eligible to work in or at Paisley Park Studios. All vendors contracted must be selected from approved vendor list managed by Barron Event Planning & Management. I.e. stage labor, electrician's labor, décor and floral design, equipment rental, set-up labor and catering. All payments to contractors on behalf of the User must be paid through Barron Event Planning & Management.

Nonrefundable Deposit Requirements and Final Payment:

Manager and User agree that deposit(s) and final payment may be completed by check only. If you wish to pay your deposits and/or final invoice by credit card, a 5% fee will be charged per transaction(s).

If you are a tax-exempt organization, please include your completed ST3 from with your first deposit payment.

All deposits are considered nonrefundable unless otherwise specified in the License Agreement. Every provision of this Agreement shall be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this agreement.

This agreement will be deemed cancelled without any further action necessary by the manager IF NOT RETURNED WIT THE APPROPRIATE DEPOSIT BY: March 10, 2016

User agrees to Terms and Conditions unless a check is indicated in the box next to the detail of the terms and conditions.

IN WITNESS WHEREOF, each party has caused this Agreement to be signed and delivered by its duly authorized representative, effective as of the date first above written.

User: Mixed Blood Theatre

By: [Signature]

Amanda White Michie, Managing Director

Please print Name and Title

Paisley Park Enterprises

By: [Signature]

Kirk A Johnson (Estate Manager)

Please print Name and Title

Manager: Barron Event Planning & Management

By: [Signature]

Event Specialist

Please print Name and Title

Please return a copy of the signed License Agreement to: Rick Barron, President/Creative Director, Barron Event Planning & Management, 11505 37th Ave N, Plymouth, MN 55441. If you are a tax-exempt organization, please send a completed ST3 form with the signed Agreement and appropriate deposit. You may retain all pages of the Terms and Conditions unless changes have been requested.