

EXHIBIT 11

Minn. Stat. § 524.3-804

STATE OF MINNESOTA
COUNTY OF CARVER

DISTRICT COURT
FIRST JUDICIAL DISTRICT
Court File No.: 10-PR-16-46

In Re: Estate of

STATEMENT OF UNSECURED CLAIM

Prince Rogers Nelson,

Decedent.

I, Christina Suarez, the Chief of Staff of Roc Nation LLC, and its relevant licensors, licensees, assignors and assignees, inclusive of Wimp Music AS and Aspiro AB (collectively, "Roc Nation"), state the following:

1. **Claimant's Information.** I am a claimant in this matter. My name and address are:

<p>Roc Nation LLC c/o Reed Smith LLP 599 Lexington Avenue 22nd Floor New York, New York 10022</p>	<p>Rodney J. Mason, Ltd. 332 Minnesota Street Suite W-3070 St. Paul, MN 55101</p>
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2. **Amount of Claim.** The decedent's estate is and/or will become indebted to me in an amount to be determined at trial.
3. **Nature of Claim.** The nature of the claim is: Written Contract for services and distribution of intellectual property as modified by subsequent writings, course of dealing between the parties and oral understandings and agreements. The nature and extent of the claim is set forth with greater particularity in Roc Nation's letter to the Special Administrator dated May 27, 2016 and the letter from my attorney, Rodney J. Mason, Ltd, dated October 21, 2016 that was sent to the Court and filed with the Court on the same date.
4. **Date of Claim.** The decedent died on April 21, 2016. The claim arose on or about August 1, 2015, prior to the decedent's death.
5. **No Security Interest.** The claim is unsecured.
6. **Existence of Contract.** The claim is based on a contract. The contract does not include accrual of interest.
7. **Due Date.** The claim will be due and payable at a future date.
8. **Contingencies of Claim.** The claim is not contingent but is unliquidated. The claim is unliquidated because it depends on the value of future services and distribution rights.

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9. **Status of Claim.** Roc Nation’s position is that its letter of May 27, 2016 to the Special Administrator was adequate and sufficient notice of claim within the meaning of Minn. Stat., Sec. 524.3-804, that this notice relates back to the May 27, 2016 notice of claim, that the Special Administrator had not disallowed the claim within two months of the date of original presentation of the claim and that the failure of the Special Administrator to disallow the claim within two months has the effect of a notice of allowance of the claim as provided by Minn. Stat., Sec. 524.3-806.

Dated:

ROC NATION LLC

By 
Its Chief of Staff
Claimant

Court File No. 10-PR-16-46

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EXHIBIT 12

STATE OF MINNESOTA
COUNTY OF CARVER

DISTRICT COURT
FIRST JUDICIAL DISTRICT
PROBATE DIVISION

In Re: Estate of Prince Rogers Nelson,

Court File No. 10-PR-16-46

Decedent.

**PETITION OF ROC NATION LLC
FOR ALLOWANCE OF CLAIM
AND ADDITIONAL RELIEF**

Roc Nation LLC ("Roc Nation"), for itself and on behalf of its affiliated organizations (collectively, the "Petitioners"), hereby states the following in support of their petition: (i) for allowance of Petitioners' Claim asserted on May 27, 2016; and (ii) to grant Petitioners access to information concerning Bremer Trust, N.A.'s (the "Special Administrator") business dealings in its capacity as Special Administrator.

1. **Claimant's Information.** I am a claimant in this matter. My name and address are:

Roc Nation LLC
c/o Reed Smith LLP
599 Lexington Avenue
New York, New York 10022

2. **Amount of Claim.** The decedent is Prince Rogers Nelson (the "Decedent"). The Decedent's estate (the "Estate") is and/or will become indebted to Petitioners in an amount to be determined at trial.
3. **Nature of Claim.** The nature of the claim is: Written Contract for services and distribution of intellectual property as modified by subsequent writings, course of dealing between the parties and oral understandings and agreements. The nature and extent of the claim is set forth with greater particularity in Petitioners' letter to the Special

Administrator dated May 27, 2016 (the "Notice of Claim") and the letter from my attorney, Rodney J. Mason, Ltd., dated October 21, 2016 that was sent to the Court and filed with the Court on the same date. The Special Administrator emailed to my attorney a Notice of Disallowance of Purported Claim for the claims set forth in the letter of May 27, 2016, the letter to the Special Administrator dated October 17, 2016, and the letter filed with this Court on October 21, 2016. The claim is further set forth in the Statement of Unsecured Claim filed herein on November 7, 2016.

4. **Date of Claim.** The Decedent died on April 21, 2016. The claim arose on or about July 19, 2015, prior to the Decedent's death.
5. **No Security Interest.** The claim is unsecured.
6. **Existence of Contract.** The claim is based on a contract and a course of dealing between the parties. The contract does not include accrual of interest.
7. **Due Date.** The claim will be due and payable at a future date.
8. **Contingencies of Claim.** The claim is not contingent but is unliquidated. The claim is unliquidated because it depends on the value of future services and distribution rights.
9. **Validity of Claim.** Petitioners were known creditors by reason of written contract, a course of dealing between Petitioners and Decedent or entities controlled by Decedent, and a claim was presented as described in Paragraph 3 above.
10. Pursuant to this Court's Register of Actions, the deadline for submitting claims against the Estate was September 10, 2016.

11. As set forth in the Notice of Claim, Petitioners gave written notice of their contractual claims to the Special Administrator no later than May 27, 2016.
12. The Notice of Claim is adequate and sufficient notice of claim within the meaning of Minn. Stat. Sec. 524.3-804, as Petitioners mailed a written statement of their claim to the Special Administrator on May 27, 2016, indicating the basis of the claim.
13. Pursuant to Minn. Stat. Sec 524.3-806, “failure of the personal representative to mail notice to a claimant of action on the claim for two months after the time of original presentation of the claim has expired has the effect of a notice of allowance.” See Minn. Stat. Sec 524.3-806.
14. The Special Administrator did not formally object to the Notice of Claim, by disallowance of the claim or otherwise, within two months of the date of the Notice of Claim, as required under Minn. Stat. Sec 524.3-806.
15. In fact, nearly five (5) months after Petitioners submitted their Notice of Claim, the Special Administrator belatedly attempted to disallow Petitioners’ claim by letter and notice of disallowance dated October 25, 2016 (the “October 25 Letter”).
16. Notably, the October 25 Letter from counsel for the Special Administrator implicitly acknowledged that Petitioners had made claims against the Estate on May 27, 2016, October 17, 2016 and October 21, 2016. Thus, at the very least, the letter dated May 27, 2016 which underlies the Notice of Claim was timely and received by the Special Administrator.

17. On November 7, 2016, Petitioners filed their Statement of Unsecured Claim, setting forth, among other things, the nature and status of Petitioners' claim.
18. Pursuant to the October 25 Letter, Petitioners' claim will be barred unless a petition for allowance is filed with the Court or Petitioners commence a proceeding against the Special Administrator not later than two months after the mailing of the notice.
19. Petitioners now timely bring this petition pursuant to Minn. Stat. Sec 524.3-806, and respectfully request that this Court declare the allowance of Petitioners' claim.
20. **Claim Already Allowed As a Matter of Law.** The Special Administrator's failure to timely disallow the claim for which Petitioners gave notice by letter dated May 27, 2016 had the legal effect of an allowance of the claim pursuant to Minnesota Statutes, Section 524.3-806, subject to Petition for Disallowance of Claim Previously Allowed. In any event, Petitioners were known creditors for purposes of giving notice and did not receive notice. In the alternative, Petitioners should be given leave to make a late claim on the grounds that there will be no prejudice to the Estate and indeed a benefit to the Estate by reason of permitting Petitioners' claim, as well as because leave to file a late claim is to be freely granted.
21. **Further Particulars of Petitioners' Claim.** Petitioners' claim concerns musical assets previously controlled and owned by entities associated with the Decedent and now purportedly controlled by the Estate (the "Musical Assets").
22. At the heart of Petitioners' claim is their contractual rights relating to Petitioners' streaming, distribution, exploitation and other rights in connection with the Musical

Assets. Petitioners' rights, in part, resulted from Decedent's business relationship with TIDAL, the artist-owned streaming service started by Shawn Carter, professionally known as Jay-Z.

23. In July 2015, in anticipation of a forthcoming exclusive streaming relationship between TIDAL and Decedent, Petitioners and Decedent (and his respective licensing entities) entered into an Equity Term Sheet ("Equity Term Sheet"), setting forth preliminary terms governing the relationship between the relevant parties.
24. Pursuant to the Equity Term Sheet, Decedent committed to granting TIDAL worldwide digital streaming rights (interactive and non-interactive) to certain committed content consisting of Decedent's next two (2) newly recorded and previously unreleased full-length studio albums (and the associated videos and singles) (each an "Artist Album" and collectively, the "Committed Content"), and to providing such Committed Content within five years.
25. The Decedent also agreed to cause NPG Music Publishing, Decedent's publishing designee, to license to Petitioners the music publishing rights, for streaming and other authorized exploitations on TIDAL, including the Committed Content.
26. Further, pursuant to the Equity Term Sheet, the parties anticipated an "exclusivity period" whereby each Artist Album would stream exclusively on TIDAL for a period of ninety days. During this period, each Artist Album would not be available to or accessible by the public in any format or by any distribution method except through streaming on TIDAL.

27. Importantly, Decedent agreed that from the date of the Equity Term Sheet until its termination or for a period of five years, Decedent would not approve, assent, consent to or grant to any digital music service anywhere in the world other than Petitioner, exclusive rights with respect to Decedent's music or music-related audiovisual content or (ii) the right to use of Decedent's name and/or likeness to promote, advertise or market such other digital music service." The Equity Term Sheet defined "digital music service" to mean:

Any entity, platform or online service that allows users to stream (interactive or non-interactive) or download (tethered or permanent) music or music-related audiovisual content or in any way manner listen to music or view music-related audiovisual content, whether using technology now known or hereafter devised, regardless of streaming protocol, file format or receiving device, but excluding the digital transmission of a terrestrial radio broadcast by the originating broadcaster. Without limiting the preceding sentence, "digital music service" shall include, without limitation, iTunes, Apple Music, Spotify, Google Play, Rdio, Deezer, Rhapsody and Amazon Music.

28. The Equity Term Sheet also contemplated a relationship between Decedent (for himself and entities associated with Decedent) and TIDAL that included activities outside of streaming albums on TIDAL.
29. In exchange for the rights granted to Petitioners under the Equity Term Sheet, Mr. Nelson was to receive, among other things, an advance payment as well as streaming royalties.
30. In addition to the Equity Term Sheet, Decedent entered into various agreements to further memorialize Decedent's exclusive relationship with Petitioners and TIDAL, including, but not limited to, an exclusive worldwide distribution agreement between Petitioners' licensors, Aspiro AB as assignee of WiMP Music AS and NPG Records, Inc. ("NR") and

NPG Music Publishing, LLC ("NPG Music Publishing"), (together with NR, "NPG"), dated August 1, 2015 (as thereafter amended, the "Distribution Agreement").

31. The Distribution Agreement provides that its term is the longer of three years or full recoupment of monies advanced under the Distribution Agreement. As neither of these milestones has yet occurred, the Distribution Agreement remains in full force and effect.
32. When read together, the Equity Term Sheet and the Distribution Agreement set forth the terms on which Decedent and NPG (and other applicable parties acting on Decedent and NPG's behalves) conveyed to Petitioners a contractual right to, among other things:
 - Exclusively stream the Decedent's two-phased album "HITnRUN" (the "First Album") and one additional newly recorded and previously unreleased full-length studio album (and the associated videos and singles) (the "Second Album") for a period of ninety (90) days each;
 - Exploit the First Album and the Second Album (and related artwork) in any and all media (including without limitation, all physical and digital rights);
 - On a non-exclusive basis, to digitally stream the First Album and the Second Album after the ninety day exclusivity period; and
 - The exclusive right to remix the second phase of the First Album.
33. Petitioners also have the right to exclusively stream the Decedent's entire catalogue of music, with certain limited exceptions, on the TIDAL streaming service pursuant to subsequent agreements and a course of dealing between the parties.
34. Additionally, the Distribution Agreement provides that any and all exploitations of the First Album (including the masters, artwork, advertising, marketing, promotion and all related budgets) other than via TIDAL's streaming service, will require mutual approval by NR and TIDAL.

35. Petitioners have an interest in the Estate because the Estate now purportedly holds and controls the Musical Assets and rights related thereto to which Petitioners possess contractual and other rights. As such, Petitioners are “interested persons” within the meaning of Minnesota Law Section 524.1.
36. **Additional Relief Requested.** In addition to allowance of their claim, Petitioners also seek relief on the basis that the Special Administrator is not following the procedures and protocols established by the Court by prior Order.
37. By Order dated April 27, 2016 (the “Appointment Order”), this Court formally appointed Bremer Trust, National Association as the Special Administrator of the Estate.
38. By operation of Minn. Stat. § 524.3-617 and this Court’s Letters of Special Administration dated April 27, 2016, the Special Administrator has the limited 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.”
39. Furthermore, Minnesota’s Probate Code extends authority to Special Administrators to act reasonably for the benefit of the interested persons by performing Decedent’s enforceable contracts disposing of assets, and effecting fair and reasonable compromises. See Minn. Stat. § 524.3-715.
40. By Order dated October 25, 2016, this Court extended the appointment of Special Administrator until January 2, 2017 (the “Extension Order”). Notably, the Extension

Order only extended the term of the Special Administrator's appointment but did not expand the authority of the Special Administrator.

41. By Order dated August 30, 2016 (the "Protocol Order"), this Court adopted a modified protocol that further limited the manner in which the Special Administrator could enter into confidential business agreements that would sell (or "exploit" as that term is commonly understood in the music industry) any asset of the Estate for more than \$50,000.

42. The Protocol Order states in relevant part:

1. The Special Administrator will provide reasonable notice during the normal course of business under the circumstances of any such proposed agreement, which the Special Administrator expects to be a) 24 hours for any agreement more than \$50,000 but less than \$100,000, or with a term of less than 100 days ("Minor Deal"); and b) no less than 48 hours for any agreement \$100,000 or more, or with a term of more than 100 days ("Major Deal"). However, "reasonable notice" may be more or less than this expected amount of time.

2. Before entering into any such proposed agreement, the Special Administrator will provide a copy of the proposed agreement to attorneys for potential heirs on an attorneys' eyes only basis in accordance with the time periods set forth in Paragraph 1 or as soon as practicable.

43. Thus, the Special Administrator is required to submit to the heirs of the Estate any and all proposed agreements purporting to exploit, for example, any of the Musical Assets.

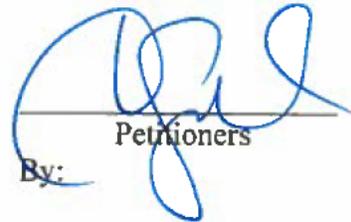
44. As widely disseminated by the media, the Special Administrator has recently entered into a distribution agreement with Universal Music Publishing Group related to, among other things, the exploitation of Decedent's Musical Assets (the "UMPG Deal").

45. While Petitioners lack knowledge as to whether the Special Administrator submitted the UMPG Deal to the heirs for their consideration and comment prior to entering into the deal, Petitioners were not contacted about this deal, and have no knowledge of its terms.
46. Petitioners are concerned that the Special Administrator may be negotiating with third parties concerning the digital streaming of the Musical Assets, or other rights to exploit the Musical Assets, which prospective arrangements may contravene or negatively impacts the rights of Petitioners. Counsel for the Special Administrator has declined to confirm to Petitioners whether the Special Administrator is in the process of finalizing any such potential deals, and has refused to provide documents and information to Petitioners.
47. The Special Administrator is actively shielding its business dealings from the public and interested parties, including the Petitioners. To this end, the Special Administrator has continued to petition this Court to file the details of important information under seal.
48. In an effort to protect its contractual rights concerning the Musical Assets, Petitioners sought to engage the Special Administrator in discussions concerning current business dealings.
49. The Special Administrator has refused to offer any information to Petitioners concerning the Special Administrator's current business dealings.
50. Due to the manner in which the Special Administrator is conducting business concerning the Estate, Petitioners respectfully request access to any and all information within the possession of the Special Administrator concerning the distribution or exploitation of the

Musical Assets, and further request that Petitioners be given advanced notice of any agreements or business dealings that may affect Petitioners' claim and interest in the Estate.

51. In conclusion, Petitioners respectfully request an Order: (i) declaring that Petitioners' claim asserted on May 27, 2016, October 17, 2016, and October 21, 2016 is allowed; and (ii) granting Petitioners access to information concerning the Special Administrator's business dealings concerning the Estate.
52. I declare under penalties of perjury that this petition has been examined by me and that its contents are true, accurate, and complete to the best of my information, knowledge and belief. I further affirm that I am duly authorized to make this petition on behalf of Petitioners.

Dated: November 1, 2016

By: 
Petitioners

Drafted by:

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EXHIBIT 13

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

<p>NPG RECORDS, INC. AND NPG MUSIC PUBLISHING, LLC,</p> <p style="text-align:center">Plaintiffs,</p> <p>vs.</p> <p>ROC NATION LLC,</p> <p style="text-align:center">Defendant.</p>	<p style="text-align:right">Case No. _____</p> <p style="text-align:center">COMPLAINT</p> <p style="text-align:center">JURY TRIAL DEMANDED</p>
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COMPLAINT

Plaintiffs NPG Records, Inc. and NPG Music Publishing, LLC. (“Plaintiffs”), by and through their attorneys of record, allege as follows for their copyright infringement complaint against Roc Nation LLC.

PARTIES

1. Plaintiff NPG Records, Inc. is a Minnesota corporation with its principal place of business at 7801 Audubon Road, Chanhassen, Minnesota 55317 (“NPG Records”).
2. Plaintiff NPG Music Publishing, LLC is a California limited liability company with its principal place of business at 7801 Audubon Road, Chanhassen, Minnesota 55317 (“NPG Music Publishing”).
3. Defendant Roc Nation LLC is a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business at 1411 Broadway, 39th Floor, New York, NY 10018.

JURISDICTION AND VENUE

4. This is an action for copyright infringement under the Copyright Act, 17 U.S.C. §§ 101 *et seq.* This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1332, and 1338.

5. This Court has personal jurisdiction over Roc Nation because it has committed acts of copyright infringement in this judicial district (as well as elsewhere in the United States), offers services in this judicial district, and has appeared and made filings in state court in Minnesota in the pending probate matter for Prince Rogers Nelson.

6. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and 1391(c) and 28 U.S.C. § 1400(a). Roc Nation does business in the District of Minnesota and has engaged in acts of infringement in this judicial district, and otherwise a substantial part of the events or omissions giving rise to this action occurred in this judicial district.

ALLEGED FACTS

7. Prince Rogers Nelson, the international superstar and renowned artist known as “Prince,” died on April 21, 2016, at Paisley Park in Chanhassen, Minnesota.

8. A probate matter for the estate of Mr. Nelson (the “Prince Estate”) was commenced on April 27, 2016 and is pending in Carver County, Minnesota, Court File No. 10-PR-16-46.

9. Bremer Trust, N.A., was appointed as the Special Administrator of the Prince Estate on April 27, 2016. As the Special Administrator, Bremer Trust has the authority to act on behalf of all business entities owned or controlled by the Prince Estate, including Plaintiffs. April 27, 2016 Order of Formal Appointment of Special Administrator, Carver

County Minnesota, Court File No. 10-PR-16-46; *see* Minn. Stat. §§ 524.3-617, 524.3-715. As the Special Administrator, Bremer Trust also has a fiduciary duty to the ultimate heirs of the Prince Estate and to protect the assets of the Prince Estate. *See* Minn. Stat. §§ 524.3-617, 524.3-703. Bremer Trust's appointment as Special Administrator in the Carver County probate matter was extended on October 25, 2016.

10. NPG Records and NPG Music Publishing own copyrights in works written and recorded by Prince Rogers Nelson, including but not limited to the copyrighted works listed in Exhibit A (the "Prince Copyrighted Works").

11. The Prince Copyrighted Works are registered with the United States Copyright Office as musical works and sound recordings.

12. Before Mr. Nelson's death, NPG Records and NPG Music Publishing entered into an agreement entitled Letter of Intent dated August 1, 2015 ("Letter of Intent") with WiMP Music AS ("Tidal").

13. On information and belief, and based on documents Roc Nation has filed in the Carver County probate matter, Tidal is a music service of, owned by, affiliated with, and/or controlled by Roc Nation.

14. Tidal offers music for streaming and purchase and is available at <http://tidal.com/us>.

15. The Letter of Intent granted an exclusive license to Tidal for exploitation of "the next newly recorded studio LP by the recording artist known as 'Prince' (the 'Prince Album')." Letter of Intent, ¶ 1.

16. The next newly recorded studio LP by the recording artist known as Prince (i.e., the Prince Album) was the album titled “Hit N Run: Phase 1.”

17. The exclusivity period for the license granted to Tidal in the Letter of Intent was for 90 days from the effective date of August 1, 2015. Letter of Intent, ¶ 2.

18. Plaintiffs are not aware of any agreements with Roc Nation or Tidal by NPG Records or NPG Music Publishing other than the Letter of Intent.

19. Roc Nation, through its Tidal service, is exploiting many copyrighted Prince works in addition to the works that comprise the Hit N Run: Phase 1 album.

20. On information and belief, Roc Nation, through its Tidal service, began exploiting some of these works after Prince’s death and on or about June 7, 2016. *See* <https://www.cnet.com/news/tidal-adds-rare-prince-albums-to-catalog>.

21. Tidal and Roc Nation did not communicate with Bremer Trust or Plaintiffs following Mr. Nelson’s death about the decision to expand the offering of Prince works on the Tidal service.

22. Screen shots of Prince works being exploited by Roc Nation through the Tidal service are attached as Exhibit B.

23. Following its appointment as Special Administrator, and on multiple occasions, Bremer Trust requested certain information and documents from Tidal and Roc Nation pursuant to the Letter of Intent.

24. Bremer Trust’s requests included a request for any basis for the exploitation of Prince works in addition to the works that comprise the Hit N Run: Phase 1 album.

25. On October 21, 2016, Roc Nation filed a letter and attachments in the Carver County probate matter claiming that Roc Nation had “various agreements between the relevant parties,” both oral and written, that were confirmed by a course of dealing.

26. According to Roc Nation’s October 21, 2016 letter, these purported agreements include the grant of rights for Roc Nation to exclusively stream Mr. Nelson’s entire catalog on the Tidal service.

27. Roc Nation did not include any written agreements or documentation substantiating any purported agreements with its October 21 filing.

28. On November 7, 2016, Roc Nation filed a “Statement of Unsecured Claim” in the Carver County probate matter. Like Roc Nation’s October 21 letter, the Statement of Unsecured Claim claimed that Roc Nation had a “Written Contract for services and distribution of intellectual property as modified by subsequent writings, course of dealing between the parties and oral understandings and agreements.”

29. Roc Nation did not include any written agreements or documentation substantiating any purported agreements with its November 7 filing.

30. On November 11, 2016, Roc Nation filed a “Petition of Roc Nation LLC for Allowance of Claim and Additional Relief” in the Carver County probate matter. Like Roc Nation’s prior filings in the Carver County probate matter, this Petition claimed that Roc Nation has contractual rights to exploit intellectual property assets of the Prince Estate.

31. Roc Nation did not include any written agreements or documentation substantiating any purported agreements with its November 11 filing.

32. Despite the repeated requests from the Special Administrator, and Roc Nation's multiple filings in the Carver County probate matter, Tidal and Roc Nation have not provided any documentation or evidence of any oral and implied agreement granting Roc Nation any rights beyond those rights granted in the Letter of Intent.

33. In particular, Roc Nation and Tidal have not provided any documentation substantiating Roc Nation's claim that it has rights to exploit any Prince Copyrighted Works in addition to the works that comprise the Hit N Run: Phase 1 album.

34. For the avoidance of doubt, and without conceding that Roc Nation had any license, oral, implied, or otherwise, to exploit any Prince copyrighted works in addition to those songs on the Hit N Run: Phase 1 album, to the extent that any such license might exist, Bremer Trust, on behalf of NPG Records, Inc. and NPG Music Publishing, LLC, has terminated, in writing, any such license that might have existed.

35. In accordance with its fiduciary duties and authority, Bremer Trust authorized this action for copyright infringement on behalf of Plaintiffs to protect the assets of the Prince Estate based on the lack of any documentation that Roc Nation has any rights to exploit any Prince Copyrighted Works in addition to those works on the Hit N Run: Phase 1 album.

COUNT I

COPYRIGHT INFRINGEMENT OF MULTIPLE WORKS

36. Paragraphs 1 through 35 are incorporated by reference as though fully set forth herein.

37. The Prince Copyrighted Works constitute copyrightable subject matter under the laws of the United States pursuant to 17 U.S.C. § 102(a)(2) (musical works) and 17 U.S.C. § 102(a)(7) (sound recordings).

38. The Prince Copyrighted Works have been registered with the United States Copyright Office as indicated in Exhibit A.

39. Roc Nation and/or its affiliates have reproduced, distributed, and publicly performed, and continues to reproduce, distribute, and publicly perform, Prince Copyrighted Works without permission in violation of Plaintiffs' exclusive rights under 17 U.S.C. § 106.

40. Therefore, Roc Nation has committed copyright infringement and continues to infringe the copyrights in the Prince Copyrighted Works under 17 U.S.C. § 501.

41. As a result of such copyright infringement, Plaintiffs have suffered damages in an amount to be determined at trial.

42. On information and belief, Roc Nation will continue to infringe the Prince Copyrighted Works unless enjoined by this Court.

43. As a result of Roc Nation's copyright infringement of the Prince Copyrighted Works, Plaintiffs are entitled to recover their actual damages and Roc Nation's profits or, at Plaintiffs' election, statutory damages pursuant to 17 U.S.C. § 504, as well as costs and attorneys' fees pursuant to 17 U.S.C. § 505.

44. As a result of Roc Nation's copyright infringement of the Prince Copyrighted Works, Plaintiffs are also entitled to injunctive relief pursuant to 17 U.S.C. § 502.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs seek relief as follows:

1. That the Court enter judgment in favor of Plaintiffs and against Roc Nation on Plaintiffs' claim;
2. That the Court, during the pendency of this action and permanently, enjoin Roc Nation, along with its affiliates, officers, agents, servants, employees, representatives, attorneys, and assigns, and all other persons and entities in active concert or participation with Roc Nation, from reproducing, distributing, and publicly performing the Prince Copyrighted Works other than those on the Hit N Run: Phase 1 Album.
3. That the Court order Roc Nation to account for and pay to Plaintiffs their actual damages in the form of Roc Nation's profits and Plaintiffs' damages, or, at Plaintiffs' election, statutory damages up to the maximum amount allowed for willful infringement of copyright pursuant to 17 U.S.C. § 504.
4. That the Court order Roc Nation to pay Plaintiffs' attorneys' fees, costs, and expenses pursuant to 17 U.S.C. § 505; and
5. That the Court award Plaintiffs any other and further relief as the Court may deem just and proper.

JURY TRIAL DEMAND

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury on all issues triable by jury.

Date: November 15, 2016

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ATTORNEYS FOR PLAINTIFFS NPG
RECORDS, INC. AND NPG MUSIC
PUBLISHING, INC.

Exhibit A: Prince Copyrighted Works

Album Title	Sound Recording Copyright Registration Number
3121	SR0000386241
Crystal Ball	SR0000252823
Emancipation	SR0000234366
Musicology	SR0000364418
One Nite Alone...	SRu000455582
One Nite Alone...Live!	SRu000544511
One Nite Alone...The Aftershow: It Ain't Over	SRu000544513
Rave Un2 the Joy Fantastic	SR0000302412

Song Title	Musical Work Copyright Registration Number
1999	PAu000440507/PA0000157921
3121	PA 1-331-125
\$	PA 1-695-105
...Back 2 the Lotus	PA 1-695-100
1+1+1 is 3	PA 1 074 929
18 and over	PAU 2026835
2 Nigs united 4 west Compton	PAU 1027481
4ever	PA 1-695-123
77 Beverly Park	PA 1-695-107
Adore	PA 339 619
Alphabet Street	PA0000377936/PAu001081257
Anna Stesia	PAU001081255/PA0000377935
Anotherloverholenyohhead	PA0000291374
Baby knows	PA 1 199 869
Baby, I'm a Star	PA0000217253/PAu000613663
Better with time	PA 1-695-104
Black Sweat	PA 1-331-128
Boom	PA 1-695-097
Chocolate Box	PA 1-695-115
Colonized Mind	PA 1-695-121
Condition of the heart	PAU 705004 / PA 255 665
Controversy	PA 130 927
Cream	PA0000549273/PAu001547996
D.M.S.R.	PAu000440511/PA0000157926
Dance 4 Me	PA 1-695-113
Darling Nikki	PA0000217251/PAu000613661
Dear Mr. Man	PA 1 270 213

Deconstruction	PA 1 074 930
Delirious	PAU 440509 / PA 157 924
Diamonds and Pearls	PA0000549272/PAu001547993
Digital garden	PA 1 074 924
Do Me, Baby	PA0000130925
Dreamer	PA 1-695-103
Everywhere	PA 1 074 926
Extraordinary	PAU 1678306
Family name	PA 1 074 933
Feel Batter, Feel Good, Feel Wonderful	PA 1-695-119
Free	PAU 440 514 / PA 157 929
Friend, Lover, Sister, Mother/Wife	PA 889 436
From the Lotus...	PA 1-695-095
Fury	PA 1-331-132
Get on the boat	PA 1-331-124
Girls and Boys	PA 291 369
Here	PA 1-695-109
Hot Thing	PA0000339611
Hot Wit' U	PA 1 199 874
How Come U Don't Call Me Anymore?	PA0000157922
I hate U	PA0000774220/PAu001989956
I love U but I don't trust U anymore	PA 1 199 868
I wanna be your lover	PA 46 506
I Would Die 4 U	PA0000217252/PAu000613662
If I was the man in ur life	PA 1 270 211
If I Was Your Girlfriend	PA0000339614
Incense and Candles	PA 1-331-129
International Lover	PA0000157932/PAu000440517
Joy in repetition	PA 498 333
Kiss	PA0000284474
Last December	PA 1 074 935
Last heart	PAu001194197
Letitgo	PA0000731866/PAu001877187
Let's Pretend We're Married	PAu000440510/ PA0000157925
Life 'o' the Party	PA 1 270 206
Little Red Corvette	PA0000157923/PAu000440508
Lolita	PA 1-331-126
Love	PA 1-331-130
Love like jazz	PA 1-695-117

Man 'O' War	PA 1 199 870
Mellow	PA0001074928
Money Don't Matter 2 Night	PAu001547998/PA0000549275
Mr. Happy	PA 844 763
Muse 2 the pharaoh	PA 1 074 923
Musicology	PA 1 270 203
New Power Generation	PA0000498330
No more candy 4 u	PA 1-695-099
OP' Skool Company	PA 1-695-101
On the couch	PA 1 270 212
Peach	PA 669 561
Pink Cashmere	PA0000669968/PAu001770697
Planet Earth	PA 1 693 115
Poom Poom	PAu002015091
Pop Life	PA0000255667/PAu000705008
Purple Rain	PA0000217254/PAu000613664
Rainbow children	PA 1 074 922
Rave Un2 the joy fantastic	PA 1 199 877
Reflection	PA 1 270 214
Right back here in my arms	PA0000889437
Satisfied	PA 1-331-131
Sex in the Summer	PA 889 436
She loves me 4 me	PA 1 074 932
Shhh.	PAu001805925
Silly game	PA 1 199 867
Sleep Around	PA 844 765
So Far, So Pleased	PA 1 199 872
Strange relationship	PA 339 615
Stray's of the world	PAu001803721
Style	PA 844 763
Take me with U	PA 217 249
Tangerine	PA 1 199 873
Te Amo Corazon	PA 1-331-127
The Ballad of Dorothy Parker	PA 339 607
The Beautiful Ones	PAU 613659 / PA 217 250
The Dance	PA 1-331-135
The Everlasting Now	PA 1 074 934
The Marrying Kind	PA 1 270 210
The Ride	PAU 1803728
The Sensual Everafter	PA 1 074 927
The Sun, the Moon and Stars	PA 1 199 871
The Work, Pt. 1	PA 1 074 925

U're gonna C me	PA 1-695-111
Valentina	PA 1-695-106
Wall of Berlin	PA 1-695-092
Wedding Feast	PA 1 074 931
What Do U Want Me To Do	PA 1 270 209
When Doves Cry	PA0000220373/PAu000609914
When you were mine	PAU 221268 / PA 85 233
Wherever U go, whatever U do	PA 1 199 865

EXHIBIT B



PRINCE / 3121



What's New

TIDAL Rising

Playlists

Genres

Music Videos

Movies & Shows

My Music

+ Create New Playlist

Playlists

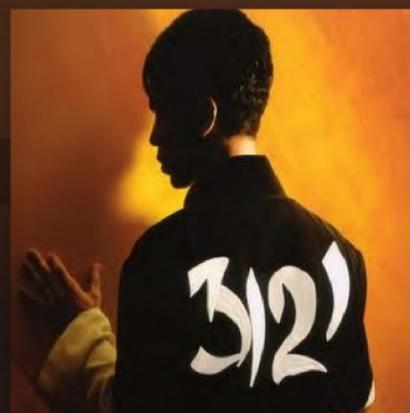
Albums

Tracks

Videos

Artists

Settings



3121

Artist: Prince Tracks: 12 Time: 53:38

Musicology was a self-conscious comeback, a record designed to return Prince to the spotlight and the charts, and it worked: even if it spawned no big hits, the 2004 LP became his first album to crack the Billboard Top Ten since 1995's

[Read more](#)

[Play](#) [Favorite](#) [Share](#) [...](#)

#	TRACK	ARTIST
1	3121	Prince
2	Lolita	Prince
3	Te Amo Corazón	Prince
4	Black Sweat	Prince
5	Incense and Candles	Prince
6	Love	Prince
7	Satisfied	Prince
8	Fury	Prince
9	The Word	Prince
10	Beautiful, Loved and Blessed	Prince
11	The Dance	Prince
12	Get On the Boat	Prince

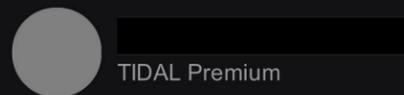
(C) NPG Records

OTHER ALBUMS



TIDAL

PRINCE / CRYSTAL BALL



What's New

TIDAL Rising

Playlists

Genres

Music Videos

Movies & Shows

My Music

+ Create New Playlist

Playlists

Albums

Tracks

Videos

Artists

Settings



Crystal Ball

Artist: Prince

Tracks: 30

Time: 2:29:12

Play Favorite Share ...

TRACK

ARTIST

VOLUME 1

Crystal Ball

Prince

2 Dream Factory

Prince

3 Acknowledge Me

Prince

Ripogodazippa

Prince

5 Love Sign (Shock G.'s Silky Remix)

Nona Gaye, Prince

6 Hide The Bone

The New Power Generation

7 2morrow

Prince

8 So Dark

Prince

9 Movie Star

Prince

10 Tell Me How U Want 2 B Done

Prince, The New Power Generation

VOLUME 2

1 Interactive

Prince

2 Da Bang

Prince

3 Calhoun Square

Prince

4 What's My Name

Prince



PRINCE / EMANCIPATION



What's New

TIDAL Rising

Playlists

Genres

Music Videos

Movies & Shows

My Music

Create New Playlist

Playlists

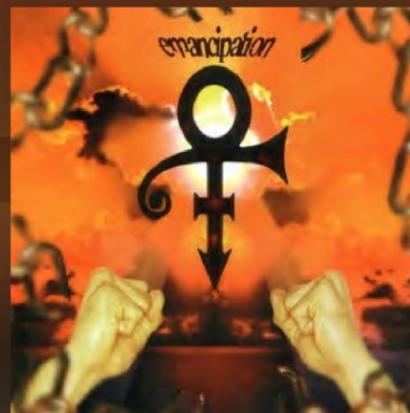
Albums

Tracks

Videos

Artists

Settings



Emancipation

Artist: Prince Tracks: 36 Time: 2:59:39

Play Favorite Share ...

TRACK

ARTIST

- Ⓢ VOLUME 1
- 1 Jam of The Year
- 2 Right Back Here In My Arms
- 3 Somebody's Somebody
- 4 Get Yo Groove On
- Ⓢ Courtin' Time
- 6 Betcha By Golly Wow!
- 7 We Gets Up
- 8 White Mansion
- 9 Damned If I Do
- 10 I Can't Make U Love Me
- 11 Mr. Happy

12 In This Bed I Scream

Ⓢ VOLUME 2

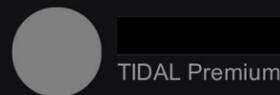
1 Sex In The Summer

2 One Kiss At A Time

Prince

TIDAL

PRINCE / MUSICOLOGY



What's New

TIDAL Rising

Playlists

Genres

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Movies & Shows

My Music

+ Create New Playlist

Playlists

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Tracks

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Musicology

Artist: Prince Tracks: 12 Time: 47:44

Prince's star faded not long after he won emancipation from Warner Brothers in 1995, as he abandoned the mainstream so he could follow his whims however he liked. Which meant that he effectively started making records for [Read more](#)

Play Favorite Share ...

#	TRACK	ARTIST
1	Musicology	Prince
2	Illusion, Coma, Pimp & Circumstance	Prince
3	A Million Days	Prince
4	Life 'o' The Party	Prince
5	Call My Name	Prince
6	Cinnamon Girl	Prince
7	What Do U Want Me 2 Do?	Prince
8	The Marrying Kind	Prince
9	If Eye Was The Man In Ur Life	Prince
10	On The Couch	Prince
11	Dear Mr. Man	Prince
12	Reflection	Prince

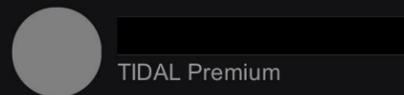
(C) NPG Records

OTHER ALBUMS



TIDAL

PRINCE / ONE NITE ALONE...



What's New

TIDAL Rising

Playlists

Genres

Music Videos

Movies & Shows

My Music

Create New Playlist

Playlists

Albums

Tracks

Videos

Artists

Settings



One Nite Alone...

Artist: Prince Tracks: 10 Time: 34:59

Play Favorite Share ...

#	TRACK	ARTIST
1	One Nite Alone...	Prince
2	U're Gonna C Me	Prince
3	Here On Earth	Prince
4	A Case Of U	Prince
5	Have A Heart	Prince
6	Objects In The Mirror	Prince
7	Avalanche	Prince
8	Pearls B4 The Swine	Prince
9	Young And Beautiful	Prince
10	Arboretum	Prince

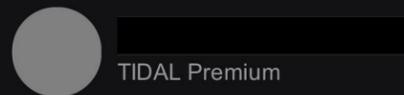
(C) NPG Records

OTHER ALBUMS



TIDAL

PRINCE / ONE NITE ALONE... LIVE!



What's New

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Playlists

Genres

Music Videos

Movies & Shows

My Music

Create New Playlist

Playlists

Albums

Tracks

Videos

Artists

Settings



One Nite Alone... Live!

Artist: Prince, The New Power Generation

Tracks: 27

Time: 2:05:34

Play Favorite Share ...

TRACK

ARTIST

VOLUME 1

1 Rainbow Children

Prince, The New Power Generation

2 Muse 2 The Pharaoh

Prince, The New Power Generation

3 Xenophobia

Prince, The New Power Generation

4 Extraordinary

Prince, The New Power Generation

5 Mellow

Prince, The New Power Generation

6 1+1+1 Is 3

Prince, The New Power Generation

7 The Other Side Of The Pillow

Prince, The New Power Generation

8 Strange Relationship

Prince, The New Power Generation

9 When U Were Mine

Prince, The New Power Generation

10 Avalanche

Prince, The New Power Generation

VOLUME 2

1 Family Name

Prince, The New Power Generation

2 Take Me With U

Prince, The New Power Generation

3 Raspberry Beret

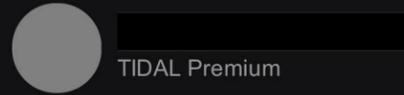
Prince, The New Power Generation

4 The Everlasting Now

Prince, The New Power Generation

TIDAL

PRINCE / ONE NITE ALONE... THE AFTERSHOW: IT AIN'T OVER



What's New

TIDAL Rising

Playlists

Genres

Music Videos

Movies & Shows

My Music

Create New Playlist

Playlists

Albums

Tracks

Videos

Artists

Settings



One Nite Alone... The Aftershow: It Ain't Over

Artist: Prince, The New Power Generation

Tracks: 9

Time: 55:39

Play Favorite Share ...

#	TRACK	ARTIST
1	Joy In Repetition	Prince, The New Power Generation
2	We Do This	Prince, The New Power Generation
3	Medley: Just Friends (Sunny) / If You Want Me To Stay	Prince, The New Power Generation
4	2 Nigs United 4 West Compton	Prince, The New Power Generation
5	Alphabet Street	Prince, The New Power Generation
6	Peach	Prince, The New Power Generation
7	Dorothy Parker	Prince, The New Power Generation
8	Girls & Boys	Prince, The New Power Generation
9	The Everlasting Now (Vamp)	Prince, The New Power Generation

NPG Records

OTHER ALBUMS



94 East



HITNRUN Phase...



PLECTRUMELE...



ART OFFICIAL A...



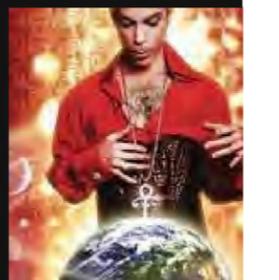
20Ten



LOTUSFLOW3R



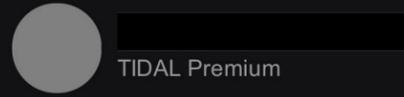
Indigo Nights



Planet Earth

TIDAL

PRINCE / RAVE UN2 THE JOY FANTASTIC



What's New

TIDAL Rising

Playlists

Genres

Music Videos

Movies & Shows

My Music

+ Create New Playlist

Playlists

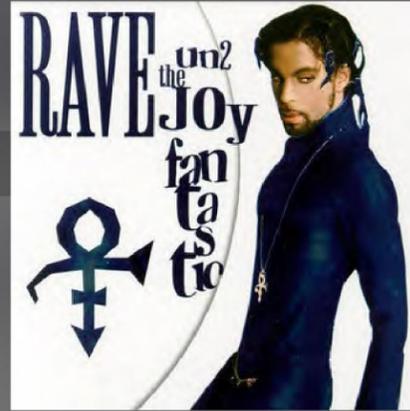
Albums

Tracks

Videos

Artists

Settings



Rave Un2 The Joy Fantastic

Artist: Prince

Tracks: 18

Time: 1:09:52

Play Favorite Share ...

#	TRACK	ARTIST
	Rave Un2 The Joy Fantastic	Prince
2	Undisputed	Prince
3	The Greatest Romance Ever Sold	Prince
4	Segue #1	Prince
5	Hot Wit U	Prince
6	Tangerine	Prince
7	So Far, So Pleased	Prince
8	The Sun, The Moon And Stars	Prince
9	Everyday Is A Winding Road	Prince
10	Segue #2	Prince
11	Man'O'War	Prince
12	Baby Knows	Prince
13	I Love U, But I Don't Trust U Anymore	Prince
14	Silly Game	Prince
15	Strange But True	Prince
16	Wherever U Go, Whatever U Do	Prince

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p>I. (a) PLAINTIFFS NPG Records, Inc. and NPG Music Publishing, LLC</p> <p>(b) County of Residence of First Listed Plaintiff <u>Carver</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys <i>(Firm Name, Address, and Telephone Number)</i> See Attachment A</p>	<p>DEFENDANTS Roc Nation LLC</p> <p>County of Residence of First Listed Defendant <u>New York</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys <i>(If Known)</i> Jordan W. Siev ReedSmith LLC 599 Lexington Avenue New York, NY 10022 (212) 521-5400</p>
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<p>II. BASIS OF JURISDICTION <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center;">PTF</td> <td style="text-align: center;">DEF</td> <td></td> <td style="text-align: center;">PTF</td> <td style="text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. NATURE OF SUIT *(Place an "X" in One Box Only)* [Click here for: Nature of Suit Code Descriptions.](#)

<p>CONTRACT</p> <p><input type="checkbox"/> 110 Insurance</p> <p><input type="checkbox"/> 120 Marine</p> <p><input type="checkbox"/> 130 Miller Act</p> <p><input type="checkbox"/> 140 Negotiable Instrument</p> <p><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment</p> <p><input type="checkbox"/> 151 Medicare Act</p> <p><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)</p> <p><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</p> <p><input type="checkbox"/> 160 Stockholders' Suits</p> <p><input type="checkbox"/> 190 Other Contract</p> <p><input type="checkbox"/> 195 Contract Product Liability</p> <p><input type="checkbox"/> 196 Franchise</p>	<p>TORTS</p> <p>PERSONAL INJURY</p> <p><input type="checkbox"/> 310 Airplane</p> <p><input type="checkbox"/> 315 Airplane Product Liability</p> <p><input type="checkbox"/> 320 Assault, Libel & Slander</p> <p><input type="checkbox"/> 330 Federal Employers' Liability</p> <p><input type="checkbox"/> 340 Marine</p> <p><input type="checkbox"/> 345 Marine Product Liability</p> <p><input type="checkbox"/> 350 Motor Vehicle</p> <p><input type="checkbox"/> 355 Motor Vehicle Product Liability</p> <p><input type="checkbox"/> 360 Other Personal Injury</p> <p><input type="checkbox"/> 362 Personal Injury - Medical Malpractice</p> <p>PERSONAL INJURY</p> <p><input type="checkbox"/> 365 Personal Injury - Product Liability</p> <p><input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability</p> <p><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability</p> <p>PERSONAL PROPERTY</p> <p><input type="checkbox"/> 370 Other Fraud</p> <p><input type="checkbox"/> 371 Truth in Lending</p> <p><input type="checkbox"/> 380 Other Personal Property Damage</p> <p><input type="checkbox"/> 385 Property Damage Product Liability</p>	<p>FORFEITURE/PENALTY</p> <p><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</p> <p><input type="checkbox"/> 690 Other</p> <p>LABOR</p> <p><input type="checkbox"/> 710 Fair Labor Standards Act</p> <p><input type="checkbox"/> 720 Labor/Management Relations</p> <p><input type="checkbox"/> 740 Railway Labor Act</p> <p><input type="checkbox"/> 751 Family and Medical Leave Act</p> <p><input type="checkbox"/> 790 Other Labor Litigation</p> <p><input type="checkbox"/> 791 Employee Retirement Income Security Act</p> <p>IMMIGRATION</p> <p><input type="checkbox"/> 462 Naturalization Application</p> <p><input type="checkbox"/> 465 Other Immigration Actions</p>	<p>BANKRUPTCY</p> <p><input type="checkbox"/> 422 Appeal 28 USC 158</p> <p><input type="checkbox"/> 423 Withdrawal 28 USC 157</p> <p>PROPERTY RIGHTS</p> <p><input checked="" type="checkbox"/> 820 Copyrights</p> <p><input type="checkbox"/> 830 Patent</p> <p><input type="checkbox"/> 840 Trademark</p> <p>SOCIAL SECURITY</p> <p><input type="checkbox"/> 861 HIA (1395ff)</p> <p><input type="checkbox"/> 862 Black Lung (923)</p> <p><input type="checkbox"/> 863 DIWC/DIWW (405(g))</p> <p><input type="checkbox"/> 864 SSID Title XVI</p> <p><input type="checkbox"/> 865 RSI (405(g))</p> <p>FEDERAL TAX SUITS</p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)</p> <p><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609</p>	<p>OTHER STATUTES</p> <p><input type="checkbox"/> 375 False Claims Act</p> <p><input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))</p> <p><input type="checkbox"/> 400 State Reapportionment</p> <p><input type="checkbox"/> 410 Antitrust</p> <p><input type="checkbox"/> 430 Banks and Banking</p> <p><input type="checkbox"/> 450 Commerce</p> <p><input type="checkbox"/> 460 Deportation</p> <p><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations</p> <p><input type="checkbox"/> 480 Consumer Credit</p> <p><input type="checkbox"/> 490 Cable/Sat TV</p> <p><input type="checkbox"/> 850 Securities/Commodities/Exchange</p> <p><input type="checkbox"/> 890 Other Statutory Actions</p> <p><input type="checkbox"/> 891 Agricultural Acts</p> <p><input type="checkbox"/> 893 Environmental Matters</p> <p><input type="checkbox"/> 895 Freedom of Information Act</p> <p><input type="checkbox"/> 896 Arbitration</p> <p><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision</p> <p><input type="checkbox"/> 950 Constitutionality of State Statutes</p>
<p>REAL PROPERTY</p> <p><input type="checkbox"/> 210 Land Condemnation</p> <p><input type="checkbox"/> 220 Foreclosure</p> <p><input type="checkbox"/> 230 Rent Lease & Ejectment</p> <p><input type="checkbox"/> 240 Torts to Land</p> <p><input type="checkbox"/> 245 Tort Product Liability</p> <p><input type="checkbox"/> 290 All Other Real Property</p>	<p>CIVIL RIGHTS</p> <p><input type="checkbox"/> 440 Other Civil Rights</p> <p><input type="checkbox"/> 441 Voting</p> <p><input type="checkbox"/> 442 Employment</p> <p><input type="checkbox"/> 443 Housing/Accommodations</p> <p><input type="checkbox"/> 445 Amer. w/Disabilities - Employment</p> <p><input type="checkbox"/> 446 Amer. w/Disabilities - Other</p> <p><input type="checkbox"/> 448 Education</p>	<p>PRISONER PETITIONS</p> <p>Habeas Corpus:</p> <p><input type="checkbox"/> 463 Alien Detainee</p> <p><input type="checkbox"/> 510 Motions to Vacate Sentence</p> <p><input type="checkbox"/> 530 General</p> <p><input type="checkbox"/> 535 Death Penalty</p> <p>Other:</p> <p><input type="checkbox"/> 540 Mandamus & Other</p> <p><input type="checkbox"/> 550 Civil Rights</p> <p><input type="checkbox"/> 555 Prison Condition</p> <p><input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement</p>		

V. ORIGIN *(Place an "X" in One Box Only)*

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District *(specify)* 6 Multidistrict Litigation - Transfer 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*
17 U.S.C. §§ 101 et seq.

Brief description of cause:
Copyright infringement under the Copyright Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ Amount to be proven at trial CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY *(See instructions):* JUDGE _____ DOCKET NUMBER _____

DATE: 11/15/2016 SIGNATURE OF ATTORNEY OF RECORD: s/Katherine A. Moerke

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use
(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the
(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box. Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.

Attachment A**(c)** Attorneys (*Firm Name, Address, and Telephone Number*)

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EXHIBIT 14

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

<p>NPG RECORDS, INC. AND NPG MUSIC PUBLISHING, LLC,</p> <p style="text-align:center">Plaintiffs,</p> <p>vs.</p> <p>ROC NATION LLC AND ASPIRO AB,</p> <p style="text-align:center">Defendants.</p>	<p style="text-align:right">Case No. 16-cv-03909-JRT-FLN</p> <p style="text-align:center">FIRST AMENDED COMPLAINT</p> <p style="text-align:center">JURY TRIAL DEMANDED</p>
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COMPLAINT

Plaintiffs NPG Records, Inc. and NPG Music Publishing, LLC (“Plaintiffs”), by and through their attorneys of record, allege as follows for their copyright infringement complaint against Roc Nation LLC and Aspiro AB.

PARTIES

1. Plaintiff NPG Records, Inc. is a Minnesota corporation with its principal place of business at 7801 Audubon Road, Chanhassen, Minnesota 55317 (“NPG Records”).

2. Plaintiff NPG Music Publishing, LLC is a California limited liability company with its principal place of business at 7801 Audubon Road, Chanhassen, Minnesota 55317 (“NPG Music Publishing”).

3. On information and belief, Defendant Roc Nation LLC is a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business at 1411 Broadway, 39th Floor, New York, NY 10018.

4. On information and belief, Defendant Aspiro AB is a private limited liability company organized and existing under the laws of the country of Sweden, with its principal place of business at Stora Varvsgatan 6 A, SE-211 19 Malmö, Sweden.

JURISDICTION AND VENUE

5. This is an action for copyright infringement under the Copyright Act, 17 U.S.C. §§ 101 *et seq.* This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1332, and 1338.

6. This Court has personal jurisdiction over Roc Nation because it has committed acts of copyright infringement in this judicial district (as well as elsewhere in the United States), offers services in this judicial district, and has appeared and made filings in state court in Minnesota in the pending probate matter for Prince Rogers Nelson.

7. This Court has personal jurisdiction over Aspiro AB because it has committed acts of copyright infringement in this judicial district (as well as elsewhere in the United States), offers services in this judicial district, and is the assignee of rights granted to WiMP Music AS via a contract with entities based in Minnesota.

8. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and 1391(c) and 28 U.S.C. § 1400(a). Roc Nation and Aspiro AB do business in the District of Minnesota and have engaged in acts of infringement in this judicial district, and otherwise a substantial part of the events or omissions giving rise to this action occurred in this judicial district.

ALLEGED FACTS

9. Prince Rogers Nelson, the international superstar and renowned artist known as “Prince,” died on April 21, 2016, at Paisley Park in Chanhassen, Minnesota.

10. A probate matter for the estate of Mr. Nelson (the “Prince Estate”) was commenced on April 27, 2016 and is pending in Carver County, Minnesota, Court File No. 10-PR-16-46.

11. Bremer Trust, N.A., was appointed as the Special Administrator of the Prince Estate on April 27, 2016. As the Special Administrator, Bremer Trust has the authority to act on behalf of all business entities owned or controlled by the Prince Estate, including Plaintiffs. April 27, 2016 Order of Formal Appointment of Special Administrator, Carver County Minnesota, Court File No. 10-PR-16-46; *see* Minn. Stat. §§ 524.3-617, 524.3-715. As the Special Administrator, Bremer Trust also has a fiduciary duty to the ultimate heirs of the Prince Estate and to protect the assets of the Prince Estate. *See* Minn. Stat. §§ 524.3-617, 524.3-703. Bremer Trust’s appointment as Special Administrator in the Carver County probate matter was extended on October 25, 2016.

12. NPG Records and NPG Music Publishing own copyrights in works written and recorded by Prince Rogers Nelson, including but not limited to the copyrighted works listed in Exhibit A (the “Prince Copyrighted Works”).

13. The Prince Copyrighted Works are registered with the United States Copyright Office as musical works and sound recordings.

14. Before Mr. Nelson's death, NPG Records and NPG Music Publishing entered into an agreement entitled Letter of Intent dated August 1, 2015 ("Letter of Intent") with WiMP Music AS ("Tidal").

15. On information and belief, and based on documents Roc Nation has filed in the Carver County probate matter and representations of attorneys for Aspiro AB, Tidal is a music service of, owned by, affiliated with, and/or controlled by Roc Nation and operated by Aspiro AB.

16. Tidal offers music for streaming and purchase and is available at <http://tidal.com/us>.

17. The Letter of Intent granted an exclusive license to Tidal for exploitation of "the next newly recorded studio LP by the recording artist known as 'Prince' (the 'Prince Album')." Letter of Intent, ¶ 1.

18. The next newly recorded studio LP by the recording artist known as Prince (i.e., the Prince Album) was the album titled "Hit N Run: Phase 1."

19. The exclusivity period for the license granted to Tidal in the Letter of Intent was for 90 days from the effective date of August 1, 2015. Letter of Intent, ¶ 2.

20. Plaintiffs are not aware of any agreements between them and Roc Nation or Aspiro AB or Tidal other than the Letter of Intent.

21. The Letter of Intent noted that "[a]ll rights not specifically granted herein are reserved to [NPG Records and NPG Music Publishing]." Letter of Intent, ¶ 9.

22. The Letter of Intent also contemplated that any further agreements would be formal, written agreements, noting that the "parties agree to discuss in good faith

collaborating on further creative marketing ideas and participation by Prince in the Tidal platform and Tidal initiatives, it being understood that the actual implementation of all such activities and Prince's participation will be subject to mutual agreement of the parties on all the specifics and logistics of each such activity." Letter of Intent, ¶ 7.

23. Roc Nation and Aspiro AB, through the Tidal service, are exploiting many copyrighted Prince works in addition to the works that comprise the Hit N Run: Phase 1 album.

24. On information and belief, Roc Nation and Aspiro AB, through the Tidal service, began exploiting some of these works after Prince's death and on or about June 7, 2016. *See* <https://www.cnet.com/news/tidal-adds-rare-prince-albums-to-catalog>.

25. Tidal and Roc Nation and Aspiro AB did not communicate with Bremer Trust or Plaintiffs following Mr. Nelson's death about the decision to expand the offering of Prince works on the Tidal service.

26. Screen shots of Prince works being exploited through the Tidal service are attached as Exhibit B.

27. Following its appointment as Special Administrator, and on multiple occasions, Bremer Trust requested certain information and documents from Tidal and Roc Nation and Aspiro AB pursuant to the Letter of Intent.

28. Bremer Trust's requests included an explanation of any basis for the exploitation of Prince works in addition to the works that comprise the Hit N Run: Phase 1 album.

29. On October 21, 2016, Roc Nation filed a letter and attachments in the Carver County probate matter claiming that Roc Nation had “various agreements between the relevant parties,” both oral and written, that were confirmed by a course of dealing.

30. According to Roc Nation’s October 21, 2016 letter, these purported agreements include the grant of rights for Roc Nation to exclusively stream Mr. Nelson’s entire catalog on the Tidal service: “Finally, and significantly, the Artist and NPG granted Roc Nation the exclusive rights to stream the Artist’s vast and historic catalogue of master recordings and musical compositions exclusively on the TIDAL service.”

31. Roc Nation did not include any written agreements or documentation substantiating any purported agreements with its October 21 filing.

32. Roc Nation’s October 21 filing admits that Tidal has been distributing Prince’s entire catalog of music: “From 2015 until today, the only place the Artist’s historic catalogue is and has been available for streaming is on TIDAL.”

33. On November 7, 2016, Roc Nation filed a “Statement of Unsecured Claim” in the Carver County probate matter. Like Roc Nation’s October 21 letter, the Statement of Unsecured Claim claimed that Roc Nation had a “Written Contract for services and distribution of intellectual property as modified by subsequent writings, course of dealing between the parties and oral understandings and agreements.”

34. Roc Nation did not include any written agreements or documentation substantiating any purported agreements with its November 7 filing.

35. On November 11, 2016, Roc Nation filed a “Petition of Roc Nation LLC for Allowance of Claim and Additional Relief” in the Carver County probate matter “for itself

and on behalf of its affiliated organizations.” Like Roc Nation’s prior filings in the Carver County probate matter, this Petition claimed that Roc Nation and its affiliated organizations have contractual rights to exploit intellectual property assets of the Prince Estate: “Petitioners also have the right to exclusively stream the Decedent’s entire catalogue of music, with certain limited exceptions, on the TIDAL streaming service pursuant to subsequent agreements and a course of dealing between the parties.”

36. Roc Nation did not include any written agreements or documentation substantiating any purported agreements with its November 11 filing.

37. Despite the repeated requests from the Special Administrator, and Roc Nation’s multiple filings in the Carver County probate matter, Tidal, Aspiro AB, and Roc Nation have not provided any documentation or evidence of any oral and implied agreement granting any of these parties any rights beyond those rights granted in the Letter of Intent.

38. In particular, Roc Nation, Aspiro AB, and Tidal have not provided any documentation substantiating the claim that any of these entities or services have rights to exploit any Prince Copyrighted Works in addition to the works that comprise the Hit N Run: Phase 1 album.

39. For the avoidance of doubt, and without conceding that Roc Nation or Aspiro AB had any license, oral, implied, or otherwise, to exploit any Prince Copyrighted Works in addition to those songs on the Hit N Run: Phase 1 album, Bremer Trust, on behalf of NPG Records, Inc. and NPG Music Publishing, LLC, has terminated, in writing, any such license that might have existed.

40. In accordance with its fiduciary duties and authority, Bremer Trust authorized this action for copyright infringement on behalf of Plaintiffs to protect the assets of the Prince Estate based on the lack of any documentation that Roc Nation or Aspiro AB has any rights to exploit any Prince Copyrighted Works in addition to those works on the Hit N Run: Phase 1 album.

COUNT I

COPYRIGHT INFRINGEMENT OF MULTIPLE WORKS

41. Paragraphs 1 through 40 are incorporated by reference as though fully set forth herein.

42. The Prince Copyrighted Works constitute copyrightable subject matter under the laws of the United States pursuant to 17 U.S.C. § 102(a)(2) (musical works) and 17 U.S.C. § 102(a)(7) (sound recordings).

43. The Prince Copyrighted Works have been registered with the United States Copyright Office as indicated in Exhibit A.

44. Roc Nation, Aspiro AB, and/or their affiliates have reproduced, distributed, and publicly performed, and continue to reproduce, distribute, and publicly perform, Prince Copyrighted Works without permission in violation of Plaintiffs' exclusive rights under 17 U.S.C. § 106.

45. Therefore, Roc Nation and Aspiro AB have committed copyright infringement and continue to infringe the copyrights in the Prince Copyrighted Works under 17 U.S.C. § 501.

46. As a result of such copyright infringement, Plaintiffs have suffered damages in an amount to be determined at trial.

47. On information and belief, Roc Nation and Aspiro AB will continue to infringe the Prince Copyrighted Works unless enjoined by this Court.

48. As a result of Roc Nation and Aspiro AB's copyright infringement of the Prince Copyrighted Works, Plaintiffs are entitled to recover their actual damages and Roc Nation and/or Aspiro AB's profits or, at Plaintiffs' election, statutory damages pursuant to 17 U.S.C. § 504, as well as costs and attorneys' fees pursuant to 17 U.S.C. § 505.

49. As a result of Roc Nation and Aspiro AB's copyright infringement of the Prince Copyrighted Works, Plaintiffs are also entitled to injunctive relief pursuant to 17 U.S.C. § 502.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs seek relief as follows:

1. That the Court enter judgment in favor of Plaintiffs and against Roc Nation and Aspiro AB on Plaintiffs' claim;
2. That the Court, during the pendency of this action and permanently, enjoin Roc Nation and Aspiro AB, along with their affiliates, officers, agents, servants, employees, representatives, attorneys, and assigns, and all other persons and entities in active concert or participation with Roc Nation and/or Aspiro AB, from reproducing, distributing, and publicly performing the Prince Copyrighted Works other than those on the Hit N Run: Phase 1 Album.

3. That the Court order Roc Nation and Aspiro AB to account for and pay to Plaintiffs their actual damages in the form of Roc Nation and/or Aspiro AB's profits and Plaintiffs' damages, or, at Plaintiffs' election, statutory damages up to the maximum amount allowed for willful infringement of copyright pursuant to 17 U.S.C. § 504.
4. That the Court order Roc Nation and Aspiro AB to pay Plaintiffs' attorneys' fees, costs, and expenses pursuant to 17 U.S.C. § 505; and
5. That the Court award Plaintiffs any other and further relief as the Court may deem just and proper.

JURY TRIAL DEMAND

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury on all issues triable by jury.

Date: November 22, 2016.

By: s/Katherine A. Moerke
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ATTORNEYS FOR PLAINTIFFS NPG
RECORDS, INC. AND NPG MUSIC
PUBLISHING, LLC.

EXHIBIT A

Exhibit A: Prince Copyrighted Works

Album Title	Sound Recording Copyright Registration Number
3121	SR0000386241
Crystal Ball	SR0000252823
Emancipation	SR0000234366
Musicology	SR0000364418
One Nite Alone...	SRu000455582
One Nite Alone...Live!	SRu000544511
One Nite Alone...The Aftershow: It Ain't Over	SRu000544513
Rave Un2 the Joy Fantastic	SR0000302412

Song Title	Musical Work Copyright Registration Number
200 Balloons	PA0000426579
319	PAu001989957
1999	PAu000440507/PA0000157921
3121	PA 1-331-125
\$	PA 1-695-105
...Back 2 the Lotus	PA 1-695-100
1+1+1 is 3	PA 1 074 929
18 and over	PAU 2026835
2 Nigs united 4 west Compton	PAU 1027481
3 Chains o' gold	PAu001640803
4ever	PA 1-695-123
4 the tears in your eyes	PA0000246463
77 Beverly Park	PA 1-695-107
Adore	PA 339 619
Alphabet Street	PA0000377936/PAu001081257
And God created woman	PAu001640802
Anna Stesia	PAU001081255/PA0000377935
Annie Christian	PA0000130923
Anotherloverholenyohead	PA0000291374
Arrogance	PA0000608656/PAu001640812
Automatic	PAu000440512/PA0000157927
Baby knows	PA 1 199 869
Baby, I'm a Star	PA0000217253/PAu000613663
Be my mirror	PAu001943766
Better with time	PA 1-695-104
Billy Jack Bitch	PAu001989948
Black Sweat	PA 1-331-128

Blood is thicker than time	PAu001683973
Bob George	PAu001027479
Boom	PA 1-695-097
Can't stop this feeling I got	PA0000498325
Chaos and disorder	PA0000808739
Chocolate Box	PA 1-695-115
Colonized Mind	PA 1-695-121
Come	PAu001731961
Condition of the heart	PAU 705004 / PA 255 665
Controversy	PA 130 927
Cream	PA0000549273/PAu001547996
D.M.S.R.	PAu000440511/PA0000157926
Dance 4 Me	PA 1-695-113
Darling Nikki	PA0000217251/PAu000613661
Days of Wild	PAu001989947
Dear Mr. Man	PA 1 270 213
Deconstruction	PA 1 074 930
Delirious	PAU 440509 / PA 157 924
Diamonds and Pearls	PA0000549272/PAu001547993
Digital garden	PA 1 074 924
Dirty Mind	PA0000085232 / PA0000085234
Do Me, Baby	PA0000130925
Do U Lie	PA0000291373
Dreamer	PA 1-695-103
Escape	PA0000381584
Everywhere	PA 1 074 926
Extraordinary	PAU 1678306
Eye No	PA0000377938 / PAu001081258
Family name	PA 1 074 933
Feel Better, Feel Good, Feel Wonderful	PA 1-695-119
Free	PAU 440 514 / PA 157 929
Friend, Lover, Sister, Mother/Wife	PA 889 436
From the Lotus...	PA 1-695-095
Fury	PA 1-331-132
Get on the boat	PA 1-331-124
Gett off	PA0000535946
Girls and Boys	PA 291 369
Glam Slam	PA0000377934
Gotta broken heart again	PA0000085235
Gotta stop messin' about	PAu000221275
Here	PA 1-695-109

Hot Thing	PA0000339611
Hot Wit' U	PA 1 199 874
Housequake	PA0000339606
How Come U Don't Call Me Anymore?	PA0000157922
I could never take the place of your man	PA0000339616
I don't wanna stop	PAu000235858
I hate U	PA0000774220/PAu001989956
I love U but I don't trust U anymore	PA 1 199 868
I wanna be your lover	PA 46 506
I wish u heaven	PA0000377932
I wonder U	PA0000291367
I Would Die 4 U	PA0000217252/PAu000613662
If I love u tonight	PAu001280554
If I was the man in ur life	PA 1 270 211
If I Was Your Girlfriend	PA0000339614
Incense and Candles	PA 1-331-129
Insatiable	PAu001547997
International Lover	PA0000157932/PAu000440517
Joy in repetition	PA 498 333
Kiss	PA0000284474
Last December	PA 1 074 935
Last heart	PAu001194197
Letitgo	PA0000731866/PAu001877187
Let's Go Crazy	PA0000217248/
Let's Pretend We're Married	PAu000440510/PA0000157925
Life 'o' the Party	PA 1 270 206
Little Red Corvette	PA0000157923/PAu000440508
Lolita	PA 1-331-126
Love	PA 1-331-130
Love like jazz	PA 1-695-117
Love 2 the 9's	PAu001640805
Man 'O' War	PA 1 199 870
Mellow	PA0001074928
Mia Bocca	PA0000332581
Miss Thang	PAu001475737
Money Don't Matter 2 Night	PAu001547998/PA0000549275
Mr. Happy	PA 844 763
Muse 2 the pharaoh	PA 1 074 923
Musicology	PA 1 270 203
New Power Generation	PA0000498330

No more candy 4 u	PA 1-695-099
Ol' Skool Company	PA 1-695-101
On the couch	PA 1 270 212
Paisley Park	PA0000255664
Peach	PA 669 561
Pink Cashmere	PA0000669968/PAu001770697
Planet Earth	PA 1 693 115
Poom Poom	PAu002015091
Pop Life	PA0000255667/PAu000705008
Purple Rain	PA0000217254/PAu000613664
Rainbow children	PA 1 074 922
Raspberry Beret	PA0000255668/PAu000705005
Rave Un2 the joy fantastic	PA 1 199 877
Reflection	PA 1 270 214
Right back here in my arms	PA0000889437
Satisfied	PA 1-331-131
Sex in the Summer	PA 889 436
Sexy Dancer	PA0000064966
She loves me 4 me	PA 1 074 932
Shhh.	PAu001805925
Sign 'o the times	PA0000322108
Silly game	PA 1 199 867
Sleep Around	PA 844 765
So Far, So Pleased	PA 1 199 872
Strange relationship	PA 339 615
Stray's of the world	PAu001803721
Style	PA 844 763
Take me with U	PA 217 249
Tangerine	PA 1 199 873
Te Amo Corazon	PA 1-331-127
The Ballad of Dorothy Parker	PA 339 607
The Beautiful Ones	PAU 613659 / PA 217 250
The Dance	PA 1-331-135
The Everlasting Now	PA 1 074 934
The Marrying Kind	PA 1 270 210
The Ride	PAU 1803728
The Sensual Everafter	PA 1 074 927
The Sun, the Moon and Stars	PA 1 199 871
The Work, Pt. 1	PA 1 074 925
U got the look	PA0000339613
U're gonna C me	PA 1-695-111
Valentina	PA 1-695-106

Venus de Milo	PA0000291371
Wall of Berlin	PA 1-695-092
Wedding Feast	PA 1 074 931
What Do U Want Me To Do	PA 1 270 209
When 2 r in love	PAu001027477 / PA0000377930
When Doves Cry	PA0000220373/PAu000609914
When you were mine	PAU 221268 / PA 85 233
Wherever U go, whatever U do	PA 1 199 865
Why you wanna treat me so bad?	PA0000064965
With this tear	PAu001595545
Wouldn't you love to love me	PAu001013738
Yo Mister	PAu001106275

EXHIBIT B



PRINCE / 3121



What's New

TIDAL Rising

Playlists

Genres

Music Videos

Movies & Shows

My Music

Create New Playlist

Playlists

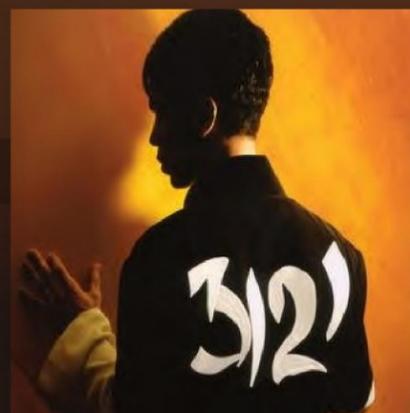
Albums

Tracks

Videos

Artists

Settings



3121

Artist: Prince Tracks: 12 Time: 53:38

Musicology was a self-conscious comeback, a record designed to return Prince to the spotlight and the charts, and it worked: even if it spawned no big hits, the 2004 LP became his first album to crack the Billboard Top Ten since 1995's

[Read more](#)

[Play](#) [Favorite](#) [Share](#) ...

#	TRACK	ARTIST
1	3121	Prince
2	Lolita	Prince
3	Te Amo Corazón	Prince
4	Black Sweat	Prince
5	Incense and Candles	Prince
6	Love	Prince
7	Satisfied	Prince
8	Fury	Prince
9	The Word	Prince
10	Beautiful, Loved and Blessed	Prince
11	The Dance	Prince
12	Get On the Boat	Prince

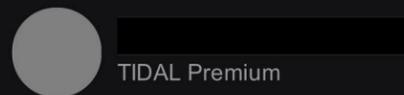
(C) NPG Records

OTHER ALBUMS



TIDAL

PRINCE / CRYSTAL BALL



What's New

TIDAL Rising

Playlists

Genres

Music Videos

Movies & Shows

My Music

Create New Playlist

Playlists

Albums

Tracks

Videos

Artists

Settings



Crystal Ball

Artist: Prince Tracks: 30 Time: 2:29:12

Play Favorite Share ...

TRACK

ARTIST

VOLUME 1

Crystal Ball

Prince

2 Dream Factory

Prince

3 Acknowledge Me

Prince

Ripogodazippa

Prince

5 Love Sign (Shock G.'s Silky Remix)

Nona Gaye, Prince

6 Hide The Bone

The New Power Generation

7 2morrow

Prince

8 So Dark

Prince

9 Movie Star

Prince

10 Tell Me How U Want 2 B Done

Prince, The New Power Generation

VOLUME 2

1 Interactive

Prince

2 Da Bang

Prince

3 Calhoun Square

Prince

4 What's My Name

Prince



PRINCE / EMANCIPATION



What's New

TIDAL Rising

Playlists

Genres

Music Videos

Movies & Shows

My Music

Create New Playlist

Playlists

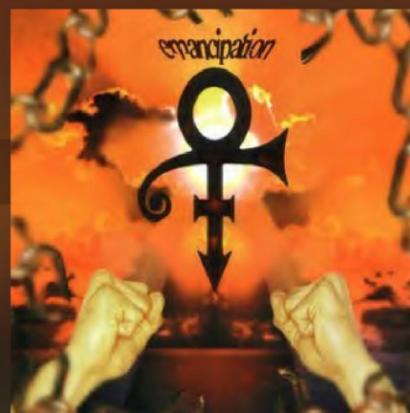
Albums

Tracks

Videos

Artists

Settings



Emancipation

Artist: Prince Tracks: 36 Time: 2:59:39

Play Favorite Share ...

TRACK ARTIST

- Ⓢ VOLUME 1
- 1 Jam of The Year
- 2 Right Back Here In My Arms
- 3 Somebody's Somebody
- 4 Get Yo Groove On
- Ⓜ Courtin' Time
- 6 Betcha By Golly Wow!
- 7 We Gets Up
- 8 White Mansion
- 9 Damned If I Do
- 10 I Can't Make U Love Me
- 11 Mr. Happy

12 In This Bed I Scream

Ⓢ VOLUME 2

1 Sex In The Summer

2 One Kiss At A Time

TIDAL

PRINCE / MUSICOLOGY



What's New

TIDAL Rising

Playlists

Genres

Music Videos

Movies & Shows

My Music

+ Create New Playlist

Playlists

Albums

Tracks

Videos

Artists

Settings



Musicology

Artist: Prince Tracks: 12 Time: 47:44

Prince's star faded not long after he won emancipation from Warner Brothers in 1995, as he abandoned the mainstream so he could follow his whims however he liked. Which meant that he effectively started making records for [Read more](#)

Play Favorite Share ...

#	TRACK	ARTIST
1	Musicology	Prince
2	Illusion, Coma, Pimp & Circumstance	Prince
3	A Million Days	Prince
4	Life 'o' The Party	Prince
5	Call My Name	Prince
6	Cinnamon Girl	Prince
7	What Do U Want Me 2 Do?	Prince
8	The Marrying Kind	Prince
9	If Eye Was The Man In Ur Life	Prince
10	On The Couch	Prince
11	Dear Mr. Man	Prince
12	Reflection	Prince

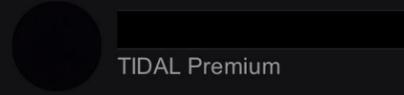
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OTHER ALBUMS





PRINCE / ONE NITE ALONE...



- What's New
- TIDAL Rising
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- Music Videos
- Movies & Shows
- ★ My Music
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- Playlists
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- Tracks
- Videos
- Artists
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One Nite Alone...

Artist: Prince Tracks: 10 Time: 34:59

Play Favorite Share ...

#	TRACK	ARTIST
1	One Nite Alone...	Prince
2	U're Gonna C Me	Prince
3	Here On Earth	Prince
4	A Case Of U	Prince
5	Have A Heart	Prince
6	Objects In The Mirror	Prince
7	Avalanche	Prince
8	Pearls B4 The Swine	Prince
9	Young And Beautiful	Prince
10	Arboretum	Prince

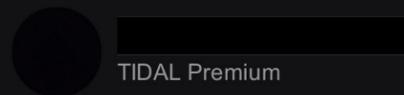
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OTHER ALBUMS





PRINCE / ONE NITE ALONE... LIVE!



What's New

TIDAL Rising

Playlists

Genres

Music Videos

Movies & Shows

My Music

Create New Playlist

Playlists

Albums

Tracks

Videos

Artists

Settings



One Nite Alone... Live!

Artist: Prince, The New Power Generation

Tracks: 27 Time: 2:05:34

Play Favorite Share ...

#	TRACK	ARTIST
VOLUME 1		
	Rainbow Children	Prince, The New Power Generation
2	Muse 2 The Pharaoh	Prince, The New Power Generation
3	Xenophobia	Prince, The New Power Generation
4	Extraordinary	Prince, The New Power Generation
5	Mellow	Prince, The New Power Generation
6	1+1+1 Is 3	Prince, The New Power Generation
7	The Other Side Of The Pillow	Prince, The New Power Generation
8	Strange Relationship	Prince, The New Power Generation
9	When U Were Mine	Prince, The New Power Generation
10	Avalanche	Prince, The New Power Generation
VOLUME 2		
1	Family Name	Prince, The New Power Generation
2	Take Me With U	Prince, The New Power Generation
3	Raspberry Beret	Prince, The New Power Generation
4	The Everlasting Now	Prince, The New Power Generation

TIDAL

PRINCE / ONE NITE ALONE... THE AFTERSHOW: IT AIN'T OVER



What's New

TIDAL Rising

Playlists

Genres

Music Videos

Movies & Shows

My Music

Create New Playlist

Playlists

Albums

Tracks

Videos

Artists

Settings



One Nite Alone... The Aftershow: It Ain't Over

Artist: Prince, The New Power Generation Tracks: 9 Time: 55:39

Play Favorite Share ...

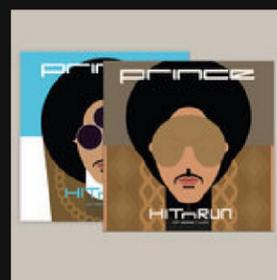
#	TRACK	ARTIST
1	Joy In Repetition	Prince, The New Power Generation
2	We Do This	Prince, The New Power Generation
3	Medley: Just Friends (Sunny) / If You Want Me To Stay	Prince, The New Power Generation
4	2 Nigs United 4 West Compton	Prince, The New Power Generation
5	Alphabet Street	Prince, The New Power Generation
6	Peach	Prince, The New Power Generation
7	Dorothy Parker	Prince, The New Power Generation
8	Girls & Boys	Prince, The New Power Generation
9	The Everlasting Now (Vamp)	Prince, The New Power Generation

NPG Records

OTHER ALBUMS



94 East



HITRUN Phase...



PLECTRUMELE...



ART OFFICIAL A...



20Ten



LOTUSFLOW3R



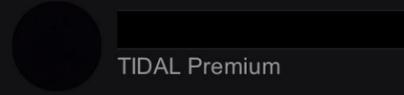
Indigo Nights



Planet Earth

TIDAL

PRINCE / RAVE UN2 THE JOY FANTASTIC



What's New

TIDAL Rising

Playlists

Genres

Music Videos

Movies & Shows

My Music

+ Create New Playlist

Playlists

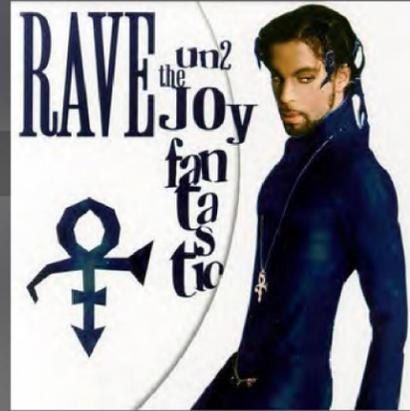
Albums

Tracks

Videos

Artists

Settings



Rave Un2 The Joy Fantastic

Artist: Prince

Tracks: 18

Time: 1:09:52

Play Favorite Share ...

#	TRACK	ARTIST
	Rave Un2 The Joy Fantastic	Prince
2	Undisputed	Prince
3	The Greatest Romance Ever Sold	Prince
4	Segue #1	Prince
5	Hot Wit U	Prince
6	Tangerine	Prince
7	So Far, So Pleased	Prince
8	The Sun, The Moon And Stars	Prince
9	Everyday Is A Winding Road	Prince
10	Segue #2	Prince
11	Man'O'War	Prince
12	Baby Knows	Prince
13	I Love U, But I Don't Trust U Anymore	Prince
14	Silly Game	Prince
15	Strange But True	Prince
16	Wherever U Go, Whatever U Do	Prince

EXHIBIT 15

STATE OF MINNESOTA

FIRST JUDICIAL DISTRICT
DISTRICT COURT
PROBATE DIVISION

COUNTY OF CARVER

FILED

MAY 10 2016

Court File No. 10-PR-16-46

Estate of

Prince Rogers Nelson,
Decedent

CARVER COUNTY COURTS

**AMENDED NOTICE OF FORMAL
APPOINTMENT OF SPECIAL
ADMINISTRATOR
AND NOTICE TO CREDITORS (INTESTATE)**

Notice is given that Bremer Trust, National Association, whose address is 1100 West St. Germain Street, St. Cloud, Minnesota 56301, was formally appointed as Special Administrator of the above-entitled estate on an emergency basis by order dated and filed April 26, 2016. Following a hearing on May 2, 2016, this Court confirmed the appointment of the Special Administrator.

Any objections to the appointment of the Special Administrator must be filed with this Court and will be heard by the Court after filing an appropriate petition and proper notice of the hearing.

Notice is also given that (subject to Minn. Stat. 524.3-801) all creditors having claims against the Estate are required to present the claims to the Special Administrator or to the Court Administrator within four months after the date of this Notice or the claims will be barred.

Dated: May 10, 2016
(COURT SEAL)

BY THE COURT



Kevin W. Eide
Judge of District court

Attorney for Special Administrator
Laura E. Krishnan (#311698)
Natasha A. Robertson (#0395590)
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150 South Fifth Street, Suite 2300
Minneapolis, MN, 55402
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