

STATE OF MINNESOTA
COUNTY OF CARVER

DISTRICT COURT
PROBATE DIVISION
FIRST JUDICIAL DISTRICT

Court File No. 10-PR-16-46

Honorable Kevin W. Eide

In Re: Estate of

Prince Rogers Nelson

**DECLARATION OF ERIC J.
MAGNUSON IN SUPPORT OF
OPPOSITION TO
APPLICATION FOR
DETERMINATION AND
ESTABLISHMENT OF ATTORNEY'S
LIEN FILED BY WHITE WIGGINS &
BARNES, LLP**

Decedent.

I, Eric J. Magnuson declare under penalty of perjury that everything I have stated in this document is true and correct:

1. I am a partner at the law firm of Robins Kaplan LLP representing Primary Wave IP Fund 1, LP ("Primary Wave") in this action. I submit this declaration in support of Primary Wave's Opposition to the Application for Determination and Establishment of Attorney's Lien filed by White Wiggins & Barnes, LLP. I make all statements in this declaration of my own personal knowledge.

2. Alfred Jackson, Jr. ("Mr. Jackson"), one of the six heirs-at-law in the estate of Prince Rogers Nelson (the "Prince Estate"), died on August 29, 2019.

3. Following his death, estate administration proceedings were commenced in Jackson County, Missouri.

4. As part of those proceedings, White Wiggins & Barnes LLP (“WWB”) filed a claim to assert an attorney lien against Mr. Jackson’s Estate for \$177,176.32 in fees for its representation of Mr. Jackson from October 2, 2018 to February 7, 2019 in the Prince Estate. The Administrator Pendente Lite of Mr. Jackson’s Estate filed a motion to dismiss WWB’s claim.

5. On June 11, 2021, the Circuit Court of Jackson County, Missouri dismissed WWB’s claim and granted the Administrator Pendente Lite’s motion to dismiss. Attached to the Declaration of Brian E. Jorde is a true and correct copy of the Judgment Dismissing WWB’s Claim.

6. Separately, as a part of those same proceedings, the Circuit Court of Jackson County, Missouri, approved a settlement between Primary Wave and Timothy J. Murphy, the Administrator Pendente Lite of Mr. Jackson’s estate which (1) ratified and confirmed Mr. Jackson’s prior sale of 90% of Mr. Jackson’s expectancy interest in the Prince Estate to Primary Wave and (2) sold to Primary Wave Mr. Jackson’s additional ten percent (10%) expectancy interest in the Prince Estate. No person, including WWB, challenged that order, which has also become final. Attached as Exhibit A is a true and correct copy of the Judgment Approving Settlement Agreement Between the Administrator Pendente Lite to Execute the Settlement Agreement and for Authority to File Consent or Other Documents with Carver County District Court, State of Minnesota.

7. As part of Primary Wave’s due diligence before consummating the transaction with the Jackson Estate, it conducted UCC lien searches in both Minnesota

and Missouri, and those searches did not disclose any attorney lien filings by WWB.

8. As a condition of sale, Primary Wave also required that the Administrator Pendente Lite of the Jackson Estate represent and warrant that there were not liens or claims asserted against Mr. Jackson's expectancy interest in the Prince Estate.

9. On April 6, 2021, this Court issued an order recognizing Primary Wave's purchase of the entirety of Mr. Jackson's expectancy interest in the Prince Estate. No person, including WWB, challenged that order, which has also become final.

In the county of Hennepin in the state of Minnesota.

Dated: December 30, 2021

/s/Eric J. Magnuson

Eric J. Magnuson (#0066412)

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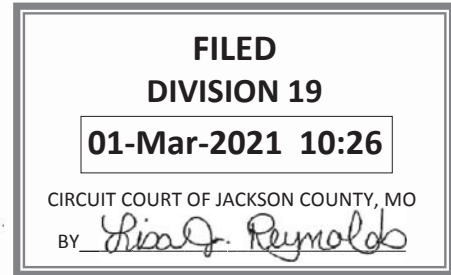
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EXHIBIT A

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE
PROBATE DIVISION



PRIMARY WAVE MUSIC IP FUND 1, LP,)
a Delaware Limited Partnership, et al.,)

Petitioners,)

vs.)

TIMOTHY J. MURPHY,)
as Administrator Pendente Lite of the)
Estate of Alfred Frank Alonzo Jackson, Jr.,)

Respondent.)

Case No. 20P9-PR00629

IN THE ESTATE OF)
ALFRED FRANK ALONZO JACKSON, JR.,)

Deceased.)

Estate Number: 19P9-PR01357

**JUDGMENT APPROVING SETTLEMENT AGREEMENT BETWEEN THE
ADMINISTRATOR PENDENTE LITE AND PRIMARY WAVE AND AUTHORIZING
THE ADMINISTRATOR PENDENTE LITE TO EXECUTE THE SETTLEMENT
AGREEMENT AND FOR AUTHORITY TO FILE CONSENT OR OTHER DOCUMENTS
WITH CARVER COUNTY DISTRICT COURT, STATE OF MINNESOTA**

On this 25th day of February 2021, came for consideration the Petition for Order Approving Settlement Agreement between the Administrator Pendente Lite and Primary Wave and Authorizing the Administrator Pendente Lite to Execute the Settlement Agreement and for Authority to File Consent or Other Documents with Carver County District Court, State of Minnesota (the "Petition").

The Court finds as follows:

1. The Petition was filed by TIMOTHY J. MURPHY, ESQ., in his capacity as Administrator Pendente Lite of the Estate of Alfred Jackson, Jr., Deceased ("Administrator"), and pursuant to Sections 473.277, 473.427 and 473.487 RSMo and the Court's general authority

over the administration of the Estate of Alfred Jackson, Jr (the “Estate”).

2. The Administrator in his Petition requests that the Court enter an Order: 1) approving a settlement agreement (the “Settlement Agreement”) between Administrator and Primary Wave; 2) granting authority for the Administrator to execute the Settlement Agreement which ratifies and confirms certain agreements allegedly entered into by the Decedent and Primary Wave, sells an additional asset of the Estate to Primary Wave, and resolves claims filed against the Estate by Primary Wave; and 3) granting authority for the Administrator to file a consent or other documents with the Carver County District Court, State of Minnesota, in the Estate of Prince Rogers Nelson, Case No. 10-PR-16-46 (the “Prince Estate”), joining in the request of Primary Wave for an order from that court confirming the status of Primary Wave as an interested person in the Prince Estate as to its purchase of the 100% interest owned by Alfred Jackson, Jr. (the “Decedent”) and/or the Estate in the Prince Estate.

3. Counsel for Primary Wave IP Investment Management, LLC, and Primary Wave Music IP Fund 1, LP, (collectively hereinafter referred to as “Primary Wave”), agreed to the Petition and Primary Wave has executed the Settlement Agreement.

4. Raffles Van Exel, Leonardo Starke, Bruce Jackson, Shawn Jackson, Venita Leverette, Omarr Baker, and Justin Bruntjen, in his capacity as purported co-trustee of the Alfred Jackson, Jr. Trust, are all of the parties to the various will contests who are not in default (“Will Contestants”).

5. All the Will Contestants have each signed a written consent and release which is attached to the Settlement Agreement and all agree with the Court granting the relief requested in the Petition.

6. Tyka Nelson, a sister of the Decedent, was the only heir of the Decedent who did not file a Will Contest and was not named as a party to the Will Contests, except in Case No. 2016-CV14228.

7. Tyka Nelson has filed with the Court a written consent to the Court granting the relief requested in the Petition.

8. The cash payment to be received under the Settlement Agreement is sufficient to pay the Estate's administration expenses, such tax amounts that come due, and such of the filed claims that are allowed pursuant to settlement or court determination, and therefore no creditors of the Estate are interested parties to this request for approval of the Settlement Agreement.

9. Under the terms of the Settlement Agreement, which is subject to the Court's approval and grant of authority to the Administrator to execute, the Administrator ratifies and confirms the purchase and assignment of the Decedent's ninety (90%) expectancy interest in the Prince Estate to Primary Wave pursuant to the terms of an expectancy interest transfer agreement (the "EIT Agreement"), and agrees to the sale and assignment of the Decedent's remaining ten (10%) expectancy interest in the Prince Estate to Primary Wave for the consideration of the payment by Primary Wave of a certain cash sum to the Decedent's Estate together with the satisfaction of the outstanding loans from Primary Wave to the Decedent, including principal, interest and attorney's fees.

10. The Settlement Agreement also requires and grant the authority to the Administrator to consent to Primary Wave being recognized by the Carver County, Minnesota, District Court as an interested person in the Prince Estate by virtue of its acquisition of 100% of the expectancy interest of Decedent and/or his Estate in the Prince Estate and to file any necessary documents with the Carver County, Minnesota District Court to join in any request for that relief from the Minnesota District Court.

11. It is in the best interest of the Estate and a fair and reasonable compromise with a debtor or other obligor of the Estate as provided in section 473.277 RSMo for the Administrator to execute the Settlement Agreement and to carry out its terms, including filing his consent or other

documents with the Carver County, Minnesota Court so that Primary Wave is recognized as an interested person in the Prince Estate by virtue of its acquisition of 100% of the expectancy interest Decedent and/or his Estate has in the Prince Estate.

12. It is in the best interest of the Estate as provided in section 473.427 RSMo for the Administrator to compromise the claims of Primary Wave as a creditor of the Estate and for the Administrator to execute the Settlement Agreement and to carry out its terms, including filing his consent or other documents with the Carver County, Minnesota Court so that Primary Wave is recognized as an interested person in the Prince Estate by virtue of its acquisition of 100% of the expectancy interest Decedent and/or his Estate has in the Prince Estate.

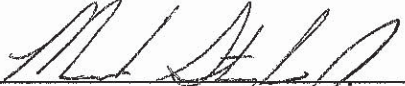
13. It is in the best interest of the Estate as provided in section 473.487 RSMo for the Administrator to sell the 10% expectancy interest the Decedent and/or Estate has in the Prince Estate and the Settlement Agreement contains the most advantageous terms obtainable such that the Administrator should execute the Settlement Agreement and should carry out its terms, including filing his consent or other documents with the Carver County, Minnesota Court so that Primary Wave is recognized as an interested person in the Prince Estate by virtue of its acquisition of 100% of the expectancy interest Decedent and/or his Estate has in the Prince Estate.

Therefore, is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. The Settlement Agreement is hereby approved.
2. The Administrator has the authority and is ordered to execute the Settlement Agreement.
3. The Administrator has the authority and is ordered to file a consent or other documents with the Carver County District Court, State of Minnesota, in the Estate of Prince Rogers Nelson, Case No. 10-PR-16-46, for the purpose of confirming the status of Primary Wave as an interested person in the Prince Estate by virtue of its acquisition of 100% of Alfred Jackson, Jr.'s and/or his Estate's interest in the Prince Estate.

4. The Settlement Agreement resolves all remaining issues in this case (Case No. 20P9-PR00629), and this is a final judgment in this case.

Dated: March 1, 2021



Honorable Mark A. Styles, Jr.