

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

FIRST JUDICIAL DISTRICT  
PROBATE DIVISION

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In Re:

Case Type: Special Administration  
Court File No: 10-PR-16-46  
Judge: Kevin W. Eide

Estate Of Prince Rogers Nelson,  
Decedent,.

**DECLARATION OF L. LONDELL  
MCMILLAN**

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L. Londell McMillan hereby states and declares as follows:

1. This declaration and attached exhibits are submitted in support of the Memorandum of Law in Opposition to the Second Special Administrator's Motion For Refund of Fees Pursuant to Minnesota Statute Section 524.3-721, dated September 24, 2018, and filed on behalf of L. Londell McMillan ("McMillan") and NorthStar Enterprises Worldwide, Inc. ("NorthStar Enterprises")(collectively, "NorthStar").

2. Attached hereto as Exhibit A is a true and correct copy of this Court's Order Of Formal Appointment of Special Administrator, dated April 27, 2016, appointing Bremer Trust, N.A. ("Bremer") as the Special Administrator of the Estate of Prince Rogers Nelson (the "Estate").

3. Attached hereto as Exhibit B is a true and correct copy of the Affidavit of Craig N. Ordal, president of Bremer, dated June 2, 2016, submitted in support of the appointment of NorthStar Enterprises Worldwide, Inc. and CAK Entertainment, Inc. as Entertainment Advisors to the Estate (the "Advisors"). I introduced and encouraged Bremer to meet with Charles Koppelman and his company, CAK Entertainment Inc., because I believed Koppelman's experience in music, publishing, and finance would complement my own expertise and assist NorthStar Enterprises Worldwide, Inc. to effectively serve the Estate as entertainment advisor.

4. Attached hereto as Exhibit C is a true and correct copy of the Advisor Agreement, dated June 16, 2016, between the Estate, NorthStar Enterprises Worldwide, Inc., and CAK Entertainment, Inc.

5. Attached hereto as Exhibit D is a true and correct copy of this Court's Findings of Fact, Order & Memorandum Authorizing Special Administrator's Employment of Entertainment Industry Experts, dated June 8, 2016.

6. Attached hereto as Exhibit E is a true and correct copy the Affidavit of Laura Halferty, an attorney with Stinson Leonard Street LLP ("Stinson") which served as legal counsel to Bremer, dated January 26, 2017, submitted in support of The Special Administrator's Reply To Objections By Omarr Baker, Tyka Nelson, And Roc Nation To The Special Administrator's Petition For Discharge.

7. Attached hereto as Exhibit F is a true and correct copy of the "Short Form Agreement," dated June 7, 2016, between Jobu and the Estate. Without my knowledge, when the Estate was considering proposals for a Tribute Concert, Mr. Koppelman reportedly forwarded certain of those proposals to Vaughn Millette ("Millette"), the owner of Jobu Presents LLC ("Jobu"), a company with whom I later learned Koppelman shared office space. Despite that relationship, [REDACTED]

[REDACTED] and with whom I was communicating for the Tribute Concert. I expressed these reservations early on and throughout the Tribute Concert negotiations, but ultimately both offers were presented to the Heirs. After receiving the offers, the Heirs' counsel responded that Bremer and the Advisors should provide their recommendations and deferred the decision to the Estate. Despite my reservations about Jobu and clear preference for Live Nation, Bremer selected Jobu's

proposal on behalf of the Estate (the "Jobu Deal"). Following Bremer's execution and subsequent termination of the Jobu Deal, I learned that Koppelman had loaned [REDACTED] to Jobu when Jobu was unable to make [REDACTED] to the Estate.

8. Attached hereto as Exhibit G are true and correct copies of two letters dated August 24, 2016, and August 29, 2016, from Jobu's counsel to counsel for the Estate terminating Jobu's involvement in the Prince Tribute Concert. When it became apparent that Jobu lacked sufficient resources to fulfill its obligations under the Jobu Deal, I recommended declaring Jobu in breach of its agreement with the Estate and taking legal action. Bremer's counsel resisted my advice and instead accepted Jobu's termination of the deal and entered into a standstill agreement. I was not consulted on that decision and had no knowledge of the terms of the standstill agreement. I was not allowed to see the agreement and to this day, I have not viewed it. Instead, I immediately proceeded to personally organize, fund, promote, and execute the Tribute Concert myself. Through my efforts, and those I hired and engaged, the concert took place on October 13, 2016, with artists I booked personally, including Stevie Wonder, Chaka Khan, Morris Day, and Prince's band New Power Generation. The profits from the Tribute Concert were [REDACTED].

9. Attached hereto as Exhibit H is a true and correct copy of the Third Amended Complaint, dated November 3, 2017, in the matter titled *Jobu Presents, LLC v. Charles Koppelman, CAK Entertainment, Inc., L. Londell McMillan and NorthStar Business Enterprises Worldwide, Inc.*, Court File No. 10-cv-17-368, currently pending in Minnesota District Court of Carver County.

10. Attached hereto as Exhibit I is a true and correct copy of a letter, dated May 23, 2016, from Michele Anthony of Universal Music Group ("UMG") to Stinson attorney, Laura Krishnan. This letter preceded the execution of the UMG Agreement (described below), which

was later rescinded by the successor Personal Representative, Comerica Bank & Trust, N.A. (“Comerica”).

11. Attached hereto as Exhibit J is a true and correct copy of email correspondence dated January 5, 2017, from Stinson attorney, Traci Bransford, attaching legal summaries prepared by Stinson regarding certain “prior rights” held by Warner Brothers Records (“WBR”).

When UMG inquired as to [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] summarizing its analysis and conclusions regarding [REDACTED]

12. Attached hereto as Exhibit K is a true and correct copy of this Court’s Order Granting In Part The Special Administrator’s Motion To Approve Recommended Deals, dated September 30, 2016, as well as a true and correct copy of the “Exclusive Distribution and License Agreement,” dated January 31, 2017, between UMG Recordings, Inc. and the Estate (the “UMG Agreement”). I later specifically recommended that [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13. Attached hereto as Exhibit L is a true and correct copy of the Petition For Order Approving Accounting, Distribution of Assets and Discharge of Special Administrator, dated December 16, 2016, filed by Bremer and seeking discharge from its role as Special Administrator of the Estate.

14. Attached hereto as Exhibit M is a true and correct copy of this Court's Order For Transition From Special Administrator To Personal Representative, dated January 19, 2017, appointing Comerica Bank & Trust, N.A. as Corporate Personal Representative to the Estate and approving a common interest agreement between Comerica and Bremer.

15. Attached hereto as Exhibit N is a true and correct copy of a letter dated February 10, 2017, from WBR's legal counsel to Comerica representative Andrea Bruce.

16. Attached hereto as Exhibit O is a true and correct copy of an email chain between myself and attorney Joseph Cassioppi, counsel to Comerica, with dates ranging from February 22, 2017 to March 3, 2017. Following the appointment of Comerica as Personal Representative, I recommended to Cassioppi and Comerica, as I recommended to Stinson and Bremer, that the Estate disclose [REDACTED]

17. Attached hereto as Exhibit P is a true and correct copy of an email chain dated April 26, 2017, between Nathaniel Dahl (counsel to certain of the Estate's heirs) and Joseph Cassioppi (counsel for Comerica) in which Cassioppi asserts that "the Estate is now adverse to Mr. McMillan," and Dahl expresses his disagreement with that position, recommending that the Estate seek the Court's intervention. Early upon Comerica's appointment, Comerica took an adverse and hostile position, rather than a cooperative position, towards me and towards certain Heirs I represent (Sharon, Norrine, and John Nelson, the "SNJ Heirs"), as well as alternative and conflicting views towards the business decisions and deals previously approved by Bremer. While Comerica met with Bremer early in its representation to discuss Estate matters (including the UMG and Jobu Deals), Comerica did not meet with either me or Koppelman. I requested several times to provide support and input regarding the WBR and UMG dispute, but it was

months before Comerica agreed to meet with me on April 12, 2017; that meeting lasted less than 90 minutes.

18. Attached hereto as Exhibit Q is a true and correct copy of this Court's Order and Memorandum Granting Motion to Approve Rescission of Exclusive Distribution And License Agreement between the Estate and UMG, dated July 13, 2017. The agreement was signed and entered prior to review by the Heirs and with no consultation with either me or Koppelman.

19. Attached hereto as Exhibit R is a true and correct copy of this Court's Order Appointing the Second Special Administrator, dated August 18, 2017, and a true and correct copy of this Court's Order Expanding the Authority of the Second Special Administrator, dated February 2, 2018.

20. Attached hereto as Exhibit S are true and correct copies of affidavits by Pat Mazorol, dated August 12, 2016, and Londell McMillan, dated August 16, 2016, submitted in support of a potential entertainment transaction involving the property Paisley Park.

21. Attached hereto as Exhibit T is a true and correct copy of this Court's Order Instructing the Personal Representative and Protective Order dated June 15, 2017, instructing Comerica to share WBR's 2014 Agreement with UMG's counsel.

I declare under penalty of perjury that everything I have stated in this document is true and correct.

Signed on September 24, 2018 in the State of New York, County of New York.



L. Londell McMillan