

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

FIRST JUDICIAL DISTRICT
PROBATE DIVISION

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 ALAN I. SILVER IN
SUPPORT OF NORTHSTAR'S MOTION
TO COMPEL****ALAN I. SILVER**, hereby states and declares as follows:

1. I am an attorney with Bassford Remele, P.A. and represent the NorthStar parties in this case. I am submitting this Declaration in support of NorthStar's Motion to Compel.

2. Attached as **Exhibit A** is a true and correct copy of NorthStar's Subpoena Duces Tecum in a Civil Matter (Command for Production of Documents) to Troy Carter.

3. Attached as **Exhibit B** is a true and correct copy of Comerica Bank & Trust, N.A.'s and Troy Carter's Objection to the Subpoenas on Troy Carter.

4. Attached as **Exhibit C** is a true and correct copy of email correspondence from Emily Unger to Matthew Abbott dated June 4, 2020.

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

Date: June 5, 2020

By /s/ Alan I. Silver

Alan I. Silver

EXHIBIT A

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

FIRST JUDICIAL DISTRICT
PROBATE DIVISION

In re:

Court File No. 10-PR-16-46

Judge: Kevin W. Eide

Estate of Prince Rogers Nelson,

Decedent.

**SUBPOENA DUCES TECUM IN A
CIVIL MATTER
(Command For Production Of
Documents)
Minn. R. Civ. P. 45**

TO: Troy Carter**Name****Address**

- You are commanded to appear as a witness in the district court to give testimony at the place, date, and time specified below.

Place of Testimony	Courtroom
	Date and Time

- You are commanded to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

Place of Deposition:	Date and Time:
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- You are commanded to produce and permit inspection and copying of the listed documents or objects at the place, date and time specified below (attach list of documents or objects if necessary): **SEE EXHIBITS A and B attached hereto.**

Place: Offices of Bassford Remele, P.A. 100 South 5th Street, Suite 1500 Minneapolis, MN 55402	Date and Time: May 15, 2020 by 5:00 p.m.
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- You are commanded to permit inspection of the following premises at the place, date and time specified below.

Premises	Date	Time

Person requesting subpoena: Alan I. Silver, Esq.

Telephone Number: (612) 376-1634

WARNING: FAILURE TO OBEY A SUBPOENA WITHOUT BEING EXCUSED IS A CONTEMPT OF COURT.

<p>Signature of Issuing Attorney:</p> <p><u>/s/ Alan I. Silver</u></p> <p>Bassford Remele, A Professional Association 100 South 5th St., Suite 1500 Minneapolis, MN 55402 Telephone: (621) 333-3000 Email: asilver@bassford.com</p>	<p>Dated: May 1, 2020</p>
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IMPORTANT: Both pages of this document must be served on the person receiving the summons.

Rule 45, Minnesota Rules of Civil Procedure, provides that:

- A subpoena may be served by any person who is not a party and is not less than 18 years of age.
- Service of a subpoena shall be made by delivering a copy to the person named in the subpoena or by leaving a copy at the person's usual place of abode with some person of suitable age and discretion who resides there.
- A witness who is not a party to the action or an employee of a party (except a person appointed pursuant to Rule 30.02(f)) and who is required to give testimony or produce documents relating to a profession, business, or trade, or relating to knowledge, information, or facts obtained as a result of activities in such profession, business, or trade, is entitled to reasonable compensation for the time and expense involved in preparing for and giving such testimony or producing such documents and is entitled to have the amount of those expenses determined prior to complying with the subpoena.
- A person is not obligated to attend as a witness in a civil case unless one day's attendance and travel fees are paid or tendered in advance (see fees below), unless the subpoena is issued on behalf of the state of Minnesota, or the state's officer or agent.

Fees to be paid to witnesses shall be as follows (Minn. Stat. § 357.22):

- For attending in any action or proceeding in any court of record or before any officer, person or board authorized the take examination of witnesses, \$20 for each day.
- For roundtrip travel estimated from the witness's residence at 28 cents per mile. If a witness lives outside the state, travel costs shall be estimated from the boundary line of the state where the witness crossed into Minnesota at 28 cents per mile. (Additional fees may be available for out of state witnesses).

In any proceeding where a parent or guardian attends the proceeding with a minor witness and the parent or guardian is not a witness, one parent or guardian shall be compensated in those cases where witness compensation is mandatory under Minn. State. § 357.22, and may be compensated when compensation is discretionary under those sections. No more than a combined total of \$60 may be awarded to the parent or guardian and minor witness. Minn. Stat. § 357.242.

EXHIBIT A TO SUBPOENA TO TROY CARTER
DEFINITIONS AND INSTRUCTIONS

The following subpoenaed documents are to be read, interpreted and answered with reference to the following definitions and instructions:

1. “Troy Carter” and/ or “You” or “Your” means and refers to Troy Carter.
2. “NorthStar” means and refers to NorthStar Enterprises Worldwide, Inc. and Londell McMillan, individually and collectively, and their predecessors, successors, assigns, current or former officers, agents, employees, representatives, insurers, accountants, attorneys and all other persons or entities acting or which have acted on their behalf.
3. “CAK” means and refers to CAK Entertainment, Inc. and Charles Koppelman, individually and collectively, and their predecessors, successors, subsidiaries, affiliates, assigns, current or former officers, agents, employees, representatives, insurers, accountants, attorneys, and all other persons or entities acting or which have acted on their behalf.
4. “Heirs” means and refers to any of the presumed or non-excluded heirs of Prince Rogers Nelson, including, but not limited to Omarr Baker, Alfred Jackson, John Nelson, Norrine Nelson, Sharon Nelson, and Tyka Nelson, and their predecessors, successors, assigns, current or former officers, agents, employees, representatives, insurers, accountants, attorneys, and all other persons or entities acting or which have acted on their behalf.
5. “Estate” means and refers to the Estate of Prince Rogers Nelson, and its predecessors, successors, assigns, current or former officers, agents, employees, representatives, insurers, accountants, attorneys, and all other persons or entities acting or which have acted on its behalf.

6. “Probate Court” means and refers to the Minnesota District Court, Probate Division, First Judicial District, including but not limited to the Hon. Kevin W. Eide and all other persons or entities acting or which have acted on its behalf.

7. “UMG” means and refers to UMG Recordings, Inc. and its predecessors, successors, assigns, current or former officers, agents, employees, representatives, insurers, accountants, attorneys, and all other persons or entities acting or which have acted on its behalf

8. “WBR” means and refers to Warner Bros. Records, Inc. and its predecessors, successors, assigns, current or former officers, agents, employees, representatives, insurers, accountants, attorneys, and all other persons or entities acting or which have acted on its behalf.

9. “Stinson” means and refers to the law firm of Stinson Leonard Street, LLP, and its assigns, current or former agents, employees, representatives, insurers, accountants, attorneys, and all other persons or entities acting or which have acted on its behalf.

10. “Bremer” means and refers to Bremer Trust National Association and its predecessors, successors, assigns, current or former officers, agents, employees, representatives, insurers, accountants, attorneys, and all other persons or entities acting or which have acted on its behalf.

11. “Comerica” means and refers to Comerica Bank & Trust, N.A. and its predecessors, successors, assigns, current or former officers, agents, employees, representatives, insurers, accountants, attorneys, and all other persons or entities acting or which have acted on its behalf.

12. “SSA” means and refers to the Second Special Administrator to the Estate, Peter Gleekel, the law firm Larson King LLP and assigns, current or former agents, employees, representatives, insurers, accountants, attorneys, and all other persons or entities acting or which have acted on its behalf.

13. “UMG Agreement” refers to the agreement entered into between UMG and the Prince Estate in 2016 that was later rescinded by the Probate Court.

14. “2014 WBR Agreement” refers to the license and distribution agreement dated April 16, 2014 by and between WBR and Prince, PRN Music Corporation and other Prince entities.

15. The terms “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the request all responses that might otherwise be construed as outside of its scope.

16. “Representative” means any present and former director, officer, employee, agent, attorney, accountant and any other person acting on behalf of the designated entity.

17. “Person” means a natural person, corporation, partnership, government (or any agency thereof), quasi-public entity, proprietorship, joint venture, trust or estate and any other form of legal entity.

18. “Document” or “writing” refers to the original and all non-identical copies or reproductions of any written, printed, typed or recorded matter of any kind known to You or in Your possession, custody or control, including, but not limited to:

- a. Letters, correspondence, telegrams, electronic communications, e-mails (sent or received from any email account belonging to or used by You), text messages, electronic files, wires, memoranda, instructions, calendars, diaries, desk books, reports, studies, surveys, speeches, minutes, pamphlets, notes, records, charts, tabulations, compilations, accounting records, interoffice and intra-office communications, any video or audio recordings (stored in any manner), records of meetings, conferences, telephone conversations or other communications and drafts of any of the foregoing; and
- b. Microfilm, microfiche, hard drives, portable media drives, cloud drives, or other reproduction or film impressions and data stored in computers.

19. “Communication(s)” refers to any oral, written or electronic transmission of information, opinion, belief, idea or statement, including, but not limited to, correspondence,

conversations, meetings, discussions, telephone calls, copies, memoranda, letters, telecopies, telexes, e-mails, text messages, social media messages or posts, Twitter messages or posts, Facebook messages or posts, LinkedIn messages or posts, conferences, seminars, messages or notes, of which You have knowledge, information or belief.

20. “Refer or relate” is to be interpreted as broadly as possible to mean discusses, describes, reports, recounts, concerns, cites, quotes, alludes to, illustrates, evidences, proves, demonstrates, mentions, lists, explains, memorializes, constitutes, comprises, arises from or reflects, or refers to or relates to in any way.

21. The use of the singular form of any word includes the plural and vice-versa.

22. With respect to all documents withheld on the ground of privilege, provide a list of any such documents, identifying each one by the date it bears or was created, author, recipient(s), type of document, subject matter, its present or last known location or custodian and stating the basis for the claim that it is privileged.

23. Unless otherwise specified, documents and information are requested for the period of time from January 1, 2014 to date, and shall include all documents produced, created, sent, or received during that period or otherwise relating to that period.

24. Each of these document requests is a continuing one. If, subsequent to the response to these document requests, or production of documents, you obtain or determine the existence of additional information or documents, you are requested to make a supplementary response and/or production.

25. Any document responsive to any request that is maintained as an electronic document shall be produced in TIFF format, except that Excel files shall be produced in native format, and include the following metadata fields:

- a. BEGPROD (beginning production number);
- b. ENDPROD (ending production number);
- c. BEGPRODATT (beginning attachment number);
- d. ENDPRODATT (ending attachment number);
- e. Custodian;
- f. Recipients;
- g. From;
- h. Document Author;
- i. CC;
- j. BCC;
- k. Subject (subject line of e-mail);
- l. Text (the extracted text when available, and OCR text when extracted text is not available. Text will be provided at a document level in a separate folder on the provided media.);
- m. DATESENT (provided in mm/dd/yyyy format);
- n. TIMESENT (provided in hh:mm:ss on a 24 hr. clock);
- o. DateLastModified;
- p. TimeLastModified;
- q. DOCTYPE (e.g. Word, PowerPoint, Excel, etc.);
- r. ATTACHCOUNT;
- s. PageCount;
- t. ORIGFILEPATH (original file path which contains the folder information);
- u. OrigFilename (original filename, including extension “mydoc.doc”);
- v. NativeLink (link to any provided native files on the provided media);
- w. MD5_Hash (the MD5 Hash value for a single document);
- x. FileExtension (file extension for a single document); and
- y. FileSize.

EXHIBIT B TO SUBPOENA TO TROY CARTER
SUBPOENAED DOCUMENTS

This subpoena seeks all documents in your possession, custody or control responsive to the below topics.

1. All documents and communications relating to or referring to Prince Rogers Nelson or the Prince Estate including but not limited to your agreements and communications with Stinson, Comerica, Fredrikson & Byron, Jason Boyarski and/ or UMG.

2. All documents and communications regarding belief or concern that the UMG Agreement might infringe “prior rights” of WBR, including but not limited to communications following the February 9, 2017 press release announcing the UMG Agreement to the public, and attempts by NorthStar or other parties to provide advisement or clarification regarding the contractual terms.

3. All documents and communications which support the decision to seek rescission of the UMG agreement, as well as any documents supporting that the UMG Agreement infringed on rights granted in the 2014 WBR Agreement.

4. All documents and communications relating or referring to conflicts or disputes with Prince, the Prince Estate, the Heirs and/ or the representatives.

5. All documents and communications relating or referring to conflicts between UMG and WBR and/ or other third parties relating to the rights and/ or intellectual property of Prince and/ or the Prince Estate.

6. All documents and communications relating to WBR claims regarding conflicting rights with the 2014 WBR Agreement, including research and investigations done and communications to UMG attempting to address WBR’s claims and concerns.

7. All documents and communications relating or referring to NorthStar or its representatives.

8. All documents and communications relating in any manner to the UMG Agreement or the 2014 WBR Agreement.

9. All documents and communications concerning any plans, proposals, ideas, designs, schemes or concepts from WBR regarding attempts to acquire Prince Estate intellectual property rights following Prince's death, including but not limited to the rights provided for in the UMG Agreement, as well as WBR's attempts to negotiate an amendment of the 2014 WBR Agreement.

10. All documents and communications relating or referring to the Heirs and their representatives.

11. All documents and communications concerning actual or potential contractual arrangements between WBR, UMG and/ or Prince Rogers Nelson or the Prince Estate.

12. All documents and communications with or concerning the Probate Court including any documents and communications supporting allegations, statements, or filings made by You or Comerica to the Probate Court to support the motion to seek rescission of the UMG Agreement.

13. All documents and communications between You, Bremer and Comerica following WBR allegations regarding UMG Agreement conflicting with rights in the 2014 WBR Agreement, including any documents reflecting You or Comerica seeking Bremer's assistance and guidance, and any materials provided by Bremer in response.

14. All documents and communications between You regarding the UMG Agreement, WBR's claims and the decision to seek rescission of the UMG Agreement.

15. All communications between You or Comerica and Bremer, the Heirs, Heirs representatives, and/or NorthStar

sals, ideas, designs, schemes or concepts for its role as Personal Representative.

16. All documents and communications concerning any plans, proposals, ideas, designs, schemes or concepts concerning the UMG Agreement, including but not limited to Your or Com understanding and purpose of Section 1.8 of the UMG Agreement and the meaning

17.
and knowledge of the 2014 WBR Agreement, both before and following the February 9, 2017 press release.

EXHIBIT B

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

FIRST JUDICIAL DISTRICT
PROBATE DIVISION

In the Matter of:

Court File No. 10-PR-16-46

Estate of Prince Rogers Nelson,

**COMERICA BANK & TRUST, N.A.'S
AND TROY CARTER'S OBJECTION TO
THE SUBPOENAS ON TROY CARTER**

Decedent.

TO: Alan I. Silver, Bassford Remele, A Professional Association, 100 South 5th St., Suite
1500, Minneapolis, MN 55402

Troy Carter and Comerica Bank & Trust, N.A. ("Comerica") (collectively, "Carter")
hereby object to the subpoena served upon Carter, pursuant to Minnesota Rules of Civil
Procedure 26 and 45, issued by L. Londell McMillan and NorthStar Enterprises Worldwide, Inc.
in the above-captioned matter.

OBJECTIONS:

1. Carter objects to the definition of "UMG Agreement" because he is not aware of
any "agreement entered into between UMG and the Prince Estate in 2016." For purposes of his
response to the subpoena, he will assume "UMG Agreement" refers to the rescinded January 31,
2017 Exclusive Distribution and License Agreement between UMG Recordings, Inc, on the one
hand, and the Estate and NPG Records, Inc., on the other hand.

2. Carter objects to the definition of "communication(s)" to the extent it purports to
encompass non-recorded oral communications, which are not physical or electronic documents
capable of production.

3. Carter objects to the time period of "January 1, 2014 to date" as overly broad and
he was not involved with Estate before 2017.

4. Carter objects to Document Request No. 14 as vague to the extent it seeks documents and communications “between You.”

5. Carter objects to the Document Requests as overly broad, not proportional, and seeking confidential information not relevant to the Second Special Administrator’s claims or defenses thereto. For example, the Document Requests No. 1 seek “All documents and communications relating to or referring to Prince Rogers Nelson or the Prince Estate” As the entertainment advisor for the Estate, Carter possesses thousands of documents and communications containing highly confidential information related to the Estate’s entertainment deals and negotiations that have absolutely no relevance to the Second Special Administrator’s claims. Carter will produce non-privileged documents responsive to Requests No. 2, 3, 5-6, and 16, if any, that relate to the Second Special Administrator’s claims or defenses thereto.

6. Carter objects to the Document Requests to the extent they seek documents protected by the attorney-client privilege and/or work-product doctrine. Carter will produce a privilege log detailing any responsive documents withheld as privileged and/or work product, other than communications that are among only Carter and representatives of Comerica Bank & Trust, N.A., and/or counsel.

7. Carter objects to the Document Requests to the extent they seek documents received from Bremer Trust, N.A. or its attorneys pursuant to the Common Interest Agreement between Comerica Bank & Trust, N.A. and Bremer Trust, N.A., dated January 18, 2017.

Dated: May 15, 2020

/s/ Emily A. Unger

Mark W. Greiner (#0226270)
Joseph J. Cassioppi (#0388238)
Emily A. Unger (#0393459)
FREDRIKSON & BYRON, P.A.
200 South Sixth Street, Suite 4000
Minneapolis MN 55402-1425
612-492-7000
612-492-7077 fax
mgreiner@fredlaw.com
jcassioppi@fredlaw.com
eunger@fredlaw.com

***Attorneys for Comerica Bank & Trust, N.A.
and Troy Carter***

70065700 v2

EXHIBIT C

Meg M. Baye

From: Unger, Emily <EUnger@fredlaw.com>
Sent: Thursday, June 4, 2020 11:47 AM
To: Matthew Abbott
Cc: Alan I. Silver; L Londell McMillan; Henry Sherwin; Greiner, Mark; Cassioppi, Joseph
Subject: RE: Troy Carter Subpoena - Meet and Confer Summary

Counsel,

I agree with your summary of our conversation below, subject to the following changes or clarifications:

Document Production: Correct, except that we did not discuss Request No. 16 and Mr. Carter has not agreed to produce documents responsive to Request No. 16. I also note that the production of documents will be subject to Mr. Carter's objections regarding confidentiality and privilege.

Objection No. 2: I believe we agree on this but to be sure, I will clarify my understanding: We agreed that a scheduling email establishing when a relevant meeting/call took place would be responsive, but not all scheduling emails would be responsive because some may be, using Mr. Silver's words, "de minimis" communications.

Objection No. 5: Mr. Carter has agreed to respond to only Requests No. 2, 3, 5, 6 and 14 because any documents relevant to the issues outlined in the Court's April 20, 2020 Memorandum are encompassed within those requests. I described the broad categories of relevant documents to be those relating to the claim of overlapping rights between UMG/WBR or to the rescission of the UMG Agreement. You have pointed out that the Court's Memorandum recognizes that two additional issues are potentially relevant: (i) work done prior to the Advisor's allegedly knowing or having to reason to know of the "overlap," and (ii) the use of the Advisor's prior work to develop the Agreement that replaced the UMG Agreement. This does not alter the scope of Mr. Carter's response. Mr. Carter has no documents relating to issue (i) because he was not involved with the estate while the UMG Agreement was being negotiated. The Request that would arguably encompass documents relating to issue (ii) – if any – is Request No. 14, to which Mr. Carter has agreed to respond. Mr. Carter is not responding to the remaining requests (Request Nos. 1, 4, 7, 8, 9, 11, 13, 15, 16 and 17) because they are overbroad to the extent they seek an enormous number of additional documents (many of which are not only irrelevant but highly confidential) and responding to those requests would impose undue burden and expense, and because they are duplicative to the extent that any relevant documents sought by those requests are also encompassed by (and will be produced in response to) Request Nos. 2, 3, 5, 6, and 14.

Emily

Emily Unger

Fredrikson & Byron, P. A.
200 South Sixth Street, Suite 4000
Minneapolis, MN 55402-1425
Direct: 612-492-7470
Main: 612-492-7000
Fax: 612-492-7077

****This is a transmission from the law firm of Fredrikson & Byron, P.A. and may contain information which is privileged, confidential, and protected by the attorney-client or attorney work product privileges. If you are not the addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited. If you have received this transmission in error, please destroy it and notify us immediately at our telephone number (612) 492-7000. The name and biographical data provided above are for informational purposes only and are not intended to be a signature or other indication of an intent by the sender to authenticate the contents of this electronic message.****

From: Matthew Abbott <matthew@thenorthstargroup.biz>
Sent: Wednesday, June 3, 2020 5:19 PM
To: Unger, Emily <EUnger@fredlaw.com>
Cc: Alan I. Silver <ASILVER@bassford.com>; L Londell McMillan <llm@thenorthstargroup.biz>; Henry Sherwin <henry@thenorthstargroup.biz>; Greiner, Mark <mgreiner@fredlaw.com>; Cassioppi, Joseph <JCassioppi@fredlaw.com>
Subject: Troy Carter Subpoena - Meet and Confer Summary

[EXTERNAL E-MAIL]

Emily,

We write to provide a summary of our conference call this afternoon regarding Troy Carter and Comerica's objections to NorthStar's subpoena of Troy Carter. Please let us know if the following is not consistent with your understanding of our discussions on the call.

Carter Deposition: You indicated your belief that Mr. Carter is available for deposition on the date noticed in the subpoena, but will need to confirm. You further indicated the deposition would be subject to a prior agreement between the parties to conduct the deposition remotely or in California, which NorthStar confirmed.

Document Production: You confirmed that Mr. Carter will be producing documents responsive to Request Nos. 2, 3, 5, 6 and 16 without objection, and to Request No. 14 subject to Mr. Carter's Objection No. 5, discussed further below. You further indicated that Mr. Carter intends to serve his document production on NorthStar by June 30, 2020, and that you will confirm this date.

Objection No. 1: The parties agreed to the definition of the term "UMG Agreement."

Objection No. 2: You confirmed that Mr. Carter is not withholding any information on the basis that it is a "non-recorded oral communication" in response to the document request subpoena. The parties agreed that scheduling emails are responsive to the extent they are scheduling or referring to meetings and discussions that are themselves responsive.

Objection No. 3: NorthStar expressed its view that the time period back to 2014 is relevant because that is when the WB agreement was signed. You stated that Mr. Carter will not be withholding non-privileged, responsive documents on the basis that they are dated prior to Mr. Carter's engagement by Comerica, but indicated that this view might be subject to change and you would let NorthStar know of any change in this position as soon as possible. You further agreed that Carter/Comerica would waive any timeliness challenge to a motion to compel filed by NorthStar outside the court's discovery schedule as a result of Carter/Comerica's change in position on this issue.

Objection No. 4: The parties agreed that the phrase "between You" should be deleted from NorthStar's Request No. 14, and that the Request should be construed to seek "all documents and communications in Mr. Carter's possession, custody or control regarding the UMG Agreement, WBR's claims and the decision to seek rescission of the UMG Agreement." You indicated that Mr. Carter would produce documents responsive to this Request, subject to his objections set forth in Objection 5, discussed below.

Objection No. 5. In regard to Request Nos. 1, 4, 7, 8, 9, 11, 13, 15 and 17, you stated that Mr. Carter is withholding all documents responsive to each of these Requests on the basis that they are overly broad, duplicative of other Requests and not relevant. You further stated that the only relevant documents are those directly referring to the "overlap" between the WB and UMG Agreements, and those directly referring to the rescission of the UMG Agreement, and all such responsive documents are already covered in Requests 2, 3, 5, 6 and 16. NorthStar indicated its disagreement with each of these statements. NorthStar responded that by limiting production to only those documents directly referring to the "overlap" and the "rescission," Carter is improperly withholding relevant, discoverable information. For example, in regard to Request No. 7, which requests documents "relating or referring to NorthStar or its representatives,"

documents in which Mr. Carter disparages NorthStar are potentially relevant to Carter's motivation to promote undoing the UMG Agreement through rescission. Moreover, in the Court's April 20, 2020 Order, the Court expressly recognized additional issues in this matter, including work done prior to the Advisor's allegedly knowing or having to reason to know of the "overlap," and the use of the Advisor's prior work to develop the Agreement that replaced the UMG Agreement. NorthStar's view is that Carter is improperly withholding relevant documents by limiting its production to solely those documents that directly reference the "overlap" or "rescission."

The parties were unable to agree on what constitutes relevant information in connection with Request Nos. 1, 4, 7, 8, 9, 11, 13, 15 and 17, and Carter maintains his refusal to produce any documents in response to these Requests.

Objection 6: You stated that Comerica/Carter would find it burdensome to have to include every privileged document on a privilege log, and suggested that communications between Comerica and Carter could be omitted from a privilege log, or Carter could provide a summary of privileged documents by "general category." NorthStar did not agree to these proposals, and the parties agreed that the issue was not yet ripe for dispute until after Carter serves his privilege log, at which time NorthStar can raise objections. Carter agreed that NorthStar is not waiving any objection to his privilege log by not briefing the issue as part of its June 5, 2020 filing.

Objection 7: You explained that Comerica/Carter has contractual obligations to preserve privilege and confidentiality in documents received from Bremer Trust pursuant to the Common Interest Agreement. You further stated that there are additional non-Bremer documents in Carter's production that he and/or Comerica claim to be confidential. The parties discussed the possibility of stipulating to a protective order to facilitate production of confidential information.

Regards,

--

Matthew F. Abbott
The NorthStar Group
240 W. 35th Street, Suite 405
New York, NY 10001

T: (646) 559-8314

F: (646) 559-8318

E: matthew@thenorthstargroup.biz