



BASSFORD REMELE

ALAN I. SILVER
SHAREHOLDER
T 612.376.1634
F 612.746.1234
ASILVER@BASSFORD.COM

September 18, 2020

VIA E-FILING

The Honorable Kevin W. Eide
Carver County Justice Center
604 East 4th St.
Chaska, MN 55318

Re: *In Re The Estate of Prince Rogers Nelson*
Court File No. 10-PR-16-46
Our File No. 8356-1

Dear Judge Eide:

As the Court is aware, we are counsel for NorthStar Worldwide, Inc. We have reviewed the letter sent by the court today by counsel for CAK requesting that both Mr. Koppelman and CAK's counsel be permitted to participate in the October hearing remotely rather than in person. Mr. Rosenberg accurately advises the court that we do not oppose that request. In fact, like Mr. Koppelman, Mr. McMillan resides in New York and would also need to participate remotely rather than in person, and request permission that he be allowed to do so. In light of this, we think it would be preferable if the entire hearing is held remotely.

In addition, we join in the request for an extension of the time to conduct mediation. As Mr. Rosenberg's letter states, we also did not receive notice of the Court's Summary Judgment Order until last Thursday, and learned about it only upon receipt of a letter from Mr. Gleekel.

In addition, we are requesting clarification with respect to one other matter. This Court's April 20, 2020 Order stated what the Second Special Administrator would need to prove at trial, including that the estate had reasonable ground to seek rescission of the UMG agreement, and that the entertainment advisors knew about, or had reason to know of, the potential for overlap between the UMG and Warner Brothers' agreements. One portion of the April 20th Order stated as follows:

This Court is not convinced that the result in this proceeding will be all or nothing. If the Court is ultimately persuaded, by the preponderance of the evidence, that the UMG Agreement was properly rescinded and the Estate did not get full value from the work of the advisors, some compensation may be considered reasonable and

BASSFORD REMELE

The Honorable Kevin W. Eide
September 18, 2020
Page 2

not excessive. For example, work done prior to the point where the advisors knew, or should have known, that the agreements potentially would overlap may be compensable. Also, work done in developing the UMG Agreement might have been used in the development of the agreement that ultimately replaced the UMG Agreement. If this is argued, the Court would need to determine what compensation was reasonable.

The above statement of issues for hearing was reaffirmed in this Court's Order dated June 19, 2020.

Paragraph 3 of the August 28, 2020 Order on Summary Judgment states that "CAK and NorthStar shall be entitled to receive reasonable compensation for their work identifying UMG as an entertainment industry partner and for negotiating the UMG Agreement." We do not read this language as limiting the scope of issues as noted in the above portions of April 20, 2020 Order, but request clarification from the Court as to what issues are before the Court at the hearing on October 13th through 15th in light of the April 20th, June 19th and August 28th Orders. This clarification would be helpful both with respect to preparing for the final hearing and in preparing our witness and exhibit lists.

Sincerely,



Alan I. Silver

AIS:mmb

cc: Relevant Counsel of Record (via e-service)
Relevant Pro Se Parties (via e-service)

4838-9605-1915 v.1.docx