

EXHIBIT D

Declaration of Peter J. Gleekel

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,

SUBPOENA IN A CIVIL MATTER
Minn. R. Civ. P. 45

Decedent.

TO: Fredrikson & Byron, P.A.
Name

200 South Sixth Street, #4000
Minneapolis, MN 55402
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. **SEE SCHEDULE A attached hereto.**

Place of Deposition: Berens & Miller, P.A., 80 South 8th Street, 3720 IDS Center, Minneapolis, MN 55402	Date and Time: April 21, 2020 at 10:00 a.m. (subject to adjustment as appropriate in light of current circumstances and events)
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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 SCHEDULE A attached hereto.**

Place: Berens & Miller, P.A., 80 South 8th Street, 3720 IDS Center, Minneapolis, MN 55402	Date and Time: April 1, 2020 by 10:00 a.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: Erin K. F. Lisle, Esq., Berens & Miller, P.A.

Telephone Number: (612) 349-6171

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

Signature of Issuing Attorney: <u>/s/ Erin K. F. Lisle</u> Berens & Miller, P.A. 80 South 8 th Street 3720 IDS Center Minneapolis, MN 55402 Telephone: (612) 349-6171 Email: elisle@berensmiller.com	Dated: March 17, 2020
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IMPORTANT: Both pages of this document must be served on the person receiving the summons.

RETURN OF SERVICE

STATE OF _____)
) SS.
COUNTY OF _____)

I hereby certify and return that on _____ I served a copy of this subpoena upon the person named thereon. Service was made by

- personally handing to and leaving with him or her a true and correct copy; or
- leaving a true and correct copy at his or her usual place of residence

Address

with _____ a person of suitable age and discretion.
Name of Person

I declare under penalty of perjury that everything that I have stated in this document is true and correct. Minn. Stat. § 358.116.

Dated: _____ Signature _____

_____ Name: _____
County and State where signed

Address: _____

City/State/Zip: _____

Telephone: _____

E-mail address: _____

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.

SCHEDULE A**DEFINITIONS**

Unless otherwise defined, all words and phrases used herein shall be accorded their usual meaning and shall be interpreted in their common, ordinary sense. As used in this Schedule, the words set forth below shall have the following meanings:

A. “UMG” means UMG Recordings, Inc. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

B. “WBR” means Warner Bros. Records, Inc. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

C. “Comerica” means Comerica Bank & Trust, N.A. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

D. “Bremer” means Bremer Trust, N.A. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

E. “Stinson” means Stinson LLP (formerly Stinson Leonard & Street) and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, partners, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

F. “Fredrikson” means Fredrikson & Byron, P.A. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, partners, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

G. “NPG” means NPG Records, Inc. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

H. “Estate” means the Estate of Prince Rogers Nelson and any of its agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

I. “Prince” means Prince Rogers Nelson p/k/a Prince.

J. “Heirs” means Prince’s legal heirs, individually and collectively, and any and all of their past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any or all of them.

K. “SSA” means the Second Special Administrator of the Estate, Peter Gleekel and Larson · King, LLP, and any and all of their past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on their behalf.

L. “Advisors” means CAK Entertainment, Inc. and NorthStar Enterprises Worldwide, Inc., individually and collectively, and any and all of their respective predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

M. “UMG Agreement” means the means the Exclusive Distribution and License Agreement dated “as of” January 31, 2017 by the Estate and NPG on the one hand and UMG on the other hand, and all supplements and amendments thereto.

N. “2014 WBR Agreement” means the agreement dated April 16, 2014 between WBR on the one hand and Prince, PRN Music Corporation, Paisley Park Enterprises, Inc. and NPG on the other hand, and all supplements and amendments thereto.

O. “WBR Agreements” means all agreements between WBR on the one hand and Prince or any entity affiliated with Prince (including, without limitation, PRN Music Corporation, Paisley Park Enterprises, Inc. and NPG) on the other hand concerning rights in Prince’s recorded music, including, without limitation, the 2014 WBR Agreement.

P. “Document” means all written, electronic, digital or graphic matter of every kind or description, however produced or reproduced, whether in draft, final, original or reproduction, signed or unsigned, and regardless of whether approved, sent, received, redrafted or executed, including but not limited to, written communications, letters, correspondence, electronic mail (“email”), voicemail messages, instant messages, text messages, memoranda, notes, records, business records, photographs, tape or sound recordings, video or visual recordings, contracts, agreements, telephone records, facsimile records, logs or notations of telephone conversations or personal conversations, diaries, desk calendars, drawings, graphs, charts, statements, summaries,

affidavits, declarations, witness statements, reports, presentations, digital media, books, pamphlets, periodicals, resolutions, manuals, guides, abstracts, histories, work papers, indices, computer records or data compilations of any kind and in any form, and material similar to any of the foregoing, however denominated and to whomever addressed. “Document” shall not include exact duplicates where originals are available, but shall include all copies different from originals in any way by virtue of any writings, notations, symbols, characters, impressions or marks thereon in any form.

Q. “Correspondence” means any document sent to, or created to be sent to or received from another, and includes, without limitation, letters, memoranda, electronic mail, instant messages, text messages, facsimiles, facsimile coversheets and facsimile confirmation sheets.

R. “Communication(s)” means the transmittal, exchange and/or receipt of information, including, without limitation, facts, ideas, inquiries, exchanges, statements, directives or otherwise, in any manner or medium, including, without limitation, through any oral, electronic or written means, including, without limitation, documents.

S. “Concerning” means relating to, referring to, describing, evidencing or constituting.

T. “Request” and “Requests” means the requests for production of documents embodied by this subpoena, including this Schedule A.

U. The terms “all” and “each” shall be construed as “each and all.”

V. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the particular Request all responses that might otherwise be construed to be outside of its scope.

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

DEPOSITION TOPICS

1. The negotiation, drafting and terms of the UMG Agreement.
2. The negotiation, drafting and terms of the WBR Agreements, including, without limitation, the 2014 WBR Agreement.
3. Claims or assertions by WBR of rights in or to recordings that were the subject of the UMG Agreement.
4. The decision to rescind the UMG Agreement, and the rescission thereof.
5. Claims or assertions by UMG that its entry into the UMG Agreement was induced by fraud, misrepresentation or omission.
6. The decision to return to UMG amounts paid to the Estate and the Advisors under or in respect of the UMG Agreement.
7. Communications with UMG, WBR, Comerica, the Estate, the Heirs (or any of them), NPG, Bremer, Stinson, the Advisors (or either of them), Charles Koppelman or L. Londell McMillan concerning the UMG Agreement and/or the rescission thereof.
8. The payment of commissions or other amounts to the Advisors from or in respect of the UMG Agreement and communications related thereto.
9. Any valuation, appraisal or other financial analysis or summary of the value of rights in the Prince recordings that were the subject of the UMG Agreement or the WBR Agreements.

10. Fredrikson's investigation concerning the negotiation, drafting and terms of the UMG Agreement and WBR's claims or assertions of rights in or to recordings that were the subject of the UMG Agreement.

11. The SSA's investigation concerning the UMG Agreement and the rescission thereof.

INSTRUCTIONS FOR DOCUMENT REQUESTS

1. The following Requests are directed to Fredrikson and seek the production of all responsive documents, information and things in its possession, custody or control, including documents, information and things in the possession, custody or control of anyone acting on behalf of or at the direction of Fredrikson, or otherwise subject to Fredrikson's control.

2. Documents should be produced as they are kept in the usual course of business or should be organized so as to correspond to the numbered paragraphs of the specific Requests.

3. Documents attached to each other or contained in a file, folder, binder or other container shall not be separated. If for any reason the file, folder, binder or other container cannot be produced, then copies of all labels or identifying marks (such as folder or filing cabinet labels) shall be produced.

4. All documents that cannot be copied legibly shall be produced in their original form.

5. If any document requested to be produced was, but no longer is, in the possession, custody or control of Fredrikson, or is no longer in existence, state whether each such document: (a) is missing or lost; (b) has been destroyed; (c) was transferred voluntarily or involuntarily to others and, if so, to whom; or (d) was otherwise disposed of. In each such instance, please identify that document by the following information:

a) the title of the document;

- b) the nature of the document (*e.g.*, interoffice memorandum, e-mail, correspondence);
- c) the author of the document;
- d) the addressee and other recipients of the document, regardless of whether such recipients are identified in the document;
- e) the date of the document;
- f) the number of pages of the document;
- g) the name of each person to whom the original or a copy of the document was shown or circulated;
- h) the names appearing on any circulation list relating to the document;
- i) the particular document request to which the document responds;
- j) a description of any attachments or appendices to the document;
- k) the date, place and manner of the document's destruction or loss; and
- l) the identity of the person who authorized, carried out or is otherwise responsible for the document's destruction or loss.

6. These Requests are continuing in nature, and Fredrikson is requested to supplement its production of documents, if, as and when it is determined that other documents that should be produced in response to this Request were not in fact produced.

DOCUMENT REQUESTS

1. All documents, including, without limitation, correspondence and other communications, concerning the UMG Agreement.
2. All documents, including, without limitation, correspondence and other communications, concerning the WBR Agreements (including the 2014 WBR Agreement).
3. All documents, including, without limitation, correspondence and other communications, concerning Fredrikson's investigation concerning the negotiation, drafting and

terms of the UMG Agreement and WBR's claims or assertions of rights in or to recordings that were the subject of the UMG Agreement.

4. All documents, including, without limitation, correspondence and other communications, concerning the decision of the Estate and/or Comerica to seek rescission of the UMG Agreement.

5. All documents, including, without limitation, correspondence and other communications, concerning the SSA's investigation concerning the UMG Agreement and the rescission thereof.

6. All documents, including, without limitation, correspondence and other communications, concerning the decision to return to UMG amounts that UMG had paid to the Estate and to the Advisors under or in respect of the UMG Agreement.

7. All documents, including, without limitation, correspondence and other communications, concerning paragraph 2.1.1 of the UMG Agreement.

8. All documents, including, without limitation, correspondence and other communications, concerning paragraph 2(b) of the 2014 WBR Agreement.

9. All documents, including, without limitation, correspondence and other communications, concerning claims or assertions by WBR of any rights in or to recordings that were the subject of the UMG Agreement.

10. All documents, including, without limitation, correspondence and other communications, concerning claims or assertions by UMG that its entry into the UMG Agreement was induced by fraud, misrepresentation or omission.

11. All correspondence and other communications from, to or copied to the Estate, the Heirs (or any of them), NPG, Bremer, Stinson, the Advisors (or either of them), Charles

Koppelman or L. Londell McMillan concerning the UMG Agreement or the rescission thereof, including, without limitation, all such correspondence and other communications between Comerica and/or Fredrikson and any of the foregoing parties.

12. Any valuation, appraisal or other financial analysis or summary of the value of rights in the Prince recordings that were the subject of the UMG Agreement or the WBR Agreements.

13. All correspondence and other communications concerning the documents referenced in the immediately preceding Request.

EXHIBIT E

Declaration of Peter J. Gleekel

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

<p>In re:</p> <p>Estate of Prince Rogers Nelson,</p> <p style="text-align: center;">Decedent.</p>	<p>ORIGINATING STATE: MINNESOTA</p> <p>ORIGINATING COURT: CARVER COUNTY DISTRICT COURT, FIRST JUDICIAL DISTRICT, PROBATE DIVISION</p> <p>ORIGINATING COURT FILE NO. 10-PR-16-46</p>
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SUBPOENA DUCES TECUM AND AD TESTIFICANDUM PURSUANT TO CPLR 3119

TO: UMG RECORDINGS, INC.
c/o Universal Music Group
1755 Broadway
New York, NY 10019

YOU ARE HEREBY COMMANDED, pursuant to Section 3119 of the New York Civil Practice Law and Rules (“CPLR”), all business and excuses being laid aside, to appear and attend, as specified in the Subpoena annexed hereto and issued in the First Judicial District of the State of Minnesota (the “Subpoena”), the terms of which are incorporated herein, at the offices of Rosenberg, Giger & Peralá P.C., 1330 Avenue of the Americas, Suite 1800, New York, New York 10019, on the date and time set forth in the Subpoena to testify and give evidence by deposition upon oral questions concerning the topics set forth in Schedule A to the Subpoena.

YOU ARE FURTHER COMMANDED to produce and permit inspection and copying of the documents requested in Schedule A to the Subpoena at the time and place so specified in the Subpoena.

YOU ARE FURTHER COMMANDED, pursuant to CPLR 3122-a(a), to provide, at the same time and place stated above, a certification required by such rule, if applicable (the text of which is reproduced on page 5 hereto).

The within Subpoena, which is being issued by and on behalf of CAK Entertainment, Inc. (“CAK”), seeks documents and deposition testimony that is material and relevant to the above-entitled proceeding. In that regard, on or around January 31, 2017, the Estate of Prince Rogers Nelson (the “Estate”) and NPG Records, Inc. (a Prince-affiliated entity) entered into an Exclusive Distribution and License Agreement with UMG Recordings, Inc. (“UMG”) concerning the distribution and exploitation of certain of Prince’s recorded music (the “UMG Agreement”). CAK and NorthStar Enterprises Worldwide, Inc. (collectively with CAK, the “Advisors”)—which were then acting as entertainment advisors to the Estate pursuant to a written agreement with the Estate—received certain payments directly from UMG under or in respect of the UMG Agreement (the “Commissions”). Thereafter, Warner Bros. Records, Inc. (“WBR”) asserted that it possessed rights in or to certain of the recordings that were the subject of the UMG Agreement, and, as a result of such assertions, the Probate Court (at both the Estate’s and UMG’s urging) approved the rescission of the UMG Agreement. Following the rescission of the UMG Agreement, the Estate repaid to UMG amounts that UMG had paid to the Estate in respect thereof, and, in addition, repaid to UMG the Commissions UMG had paid to the Advisors. The Estate, through its Second Special Administrator (the “SSA”), has instituted proceedings in the above-entitled Probate matter seeking, *inter alia*, the disgorgement of the Commissions from the Advisors. CAK opposes the SSA’s request for the disgorgement of the Commissions.

UMG possesses documents and information that are material and relevant to the foregoing proceedings, including, *inter alia*, concerning the facts and circumstances surrounding the negotiation and drafting of the UMG Agreement; WBR's assertions that it possessed rights in certain recordings that were the subject of the UMG Agreement; the rescission of the UMG Agreement; and the subsequent investigations conducted by the SSA and counsel for the Estate's Personal Representative concerning the foregoing.

PLEASE TAKE NOTICE that, pursuant to CPLR 2308, disobedience of this Subpoena may subject UMG to liability for costs, penalties and damages sustained by reason of the failure to comply.

The contact information for the attorneys of record in the proceeding at issue is as follows:

ROSENBERG, GIGER & PERALA P.C.
John J. Rosenberg, Esq.
Brett T. Perala, Esq.
1330 Avenue of the Americas, Suite 1800
New York, NY 10019
(646) 494-5000

BERENS & MILLER, P.A.
Barbara P. Berens, Esq.
Erin K. F. Lisle, Esq.
3720 IDS Center
80 South 8th Street
Minneapolis, MN 55402
(612) 349-6171

Attorneys for CAK Entertainment, Inc.

BASSFORD REMELE, P.A.
Alan I. Silver, Esq.
100 South 5th Street, Suite 1500
Minneapolis, MN 55402
(612) 333-3000

Attorneys for NorthStar Enterprises Worldwide, Inc.

LARSON · KING, LLP
Peter J. Gleekel, Esq.
Bradley R. Prowant, Esq.
2800 Wells Fargo place
30 E. 7th Street
St. Paul, MN 55101
(651) 312-6500

Second Special Administrator to the Estate of Prince Rogers Nelson

Dated: March 17, 2020
New York, New York

ROSENBERG, GIGER & PERALA P.C.

By: /s/ Brett T. Perala
John J. Rosenberg
Brett T. Perala
1330 Avenue of the Americas, Suite 1800
New York, NY 10177
(646) 494-5000

Attorneys for CAK Entertainment, Inc.

TEXT OF N.Y. C.P.L.R. 3122-a(a):

Rule 3122-a. Certification of business records.

(a) Business records produced pursuant to a subpoena duces tecum under rule 3120 shall be accompanied by a certification, sworn in the form of an affidavit and subscribed by the custodian or other qualified witness charged with responsibility of maintaining the records, stating in substance each of the following:

1. The affiant is the duly authorized custodian or other qualified witness and has authority to make the certification;
2. To the best of the affiant's knowledge, after reasonable inquiry, the records or copies thereof are accurate versions of the documents described in the subpoena duces tecum that are in the possession, custody, or control of the person receiving the subpoena;
3. To the best of the affiant's knowledge, after reasonable inquiry, the records or copies produced represent all the documents described in the subpoena duces tecum, or if they do not represent a complete set of the documents subpoenaed, an explanation of which documents are missing and a reason for their absence is provided; and
4. The records or copies produced were made by the personnel or staff of the business, or persons acting under their control, in the regular course of business, at the time of the act, transaction, occurrence or event recorded therein, or within a reasonable time thereafter, and that it was the regular course of business to make such records.

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,

SUBPOENA IN A CIVIL MATTER

Minn. R. Civ. P. 45

Decedent.

TO: UMG Recordings, Inc.**Name****c/o Universal Music Group****1755 Broadway****New York, NY 10019****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. **SEE SCHEDULE A attached hereto.**

Place of Deposition: Rosenberg, Giger & Perala, P.C. 1330 Avenue of the Americas, Suite 1800 New York, NY 10019	Date and Time: April 14, 2020 at 10:00 a.m. (subject to adjustment as appropriate in light of current circumstances and events)
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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 SCHEDULE A attached hereto.**

Place: Rosenberg, Giger & Perala, P.C. 1330 Avenue of the Americas, Suite 1800 New York, NY 10019	Date and Time: April 7, 2020 by 10:00 a.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: Erin K. F. Lisle, Esq., Berens & Miller, P.A.

Telephone Number: (612) 349-6171

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

Signature of Issuing Attorney: <u>/s/ Erin K. F. Lisle</u> Berens & Miller, P.A. 80 South 8 th Street 3720 IDS Center Minneapolis, MN 55402 Telephone: (612) 349-6171 Email: elisle@berensmiller.com	Dated: March 17, 2020
--	-----------------------

IMPORTANT: Both pages of this document must be served on the person receiving the summons.

RETURN OF SERVICE

STATE OF _____)
) SS.
COUNTY OF _____)

I hereby certify and return that on _____ I served a copy of this subpoena upon the person named thereon. Service was made by

- personally handing to and leaving with him or her a true and correct copy; or
- leaving a true and correct copy at his or her usual place of residence

Address

with _____ a person of suitable age and discretion.
Name of Person

I declare under penalty of perjury that everything that I have stated in this document is true and correct. Minn. Stat. § 358.116.

Dated: _____ Signature _____

_____ Name: _____
County and State where signed

Address: _____

City/State/Zip: _____

Telephone: _____

E-mail address: _____

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- 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.
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B. “WBR” means Warner Bros. Records, Inc. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

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D. “Bremer” means Bremer Trust, N.A. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

E. “Stinson” means Stinson LLP (formerly Stinson Leonard & Street) and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, partners, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

F. “Fredrikson” means Fredrikson & Byron, P.A. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, partners, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

G. “NPG” means NPG Records, Inc. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

H. “Estate” means the Estate of Prince Rogers Nelson and any of its agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

I. “Prince” means Prince Rogers Nelson p/k/a Prince.

J. “Heirs” means Prince’s legal heirs, individually and collectively, and any and all of their past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any or all of them.

K. “SSA” means the Second Special Administrator of the Estate, Peter Gleekel and Larson · King, LLP, and any and all of their past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on their behalf.

L. “Advisors” means CAK Entertainment, Inc. and NorthStar Enterprises Worldwide, Inc., individually and collectively, and any and all of their respective predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

M. “UMG Agreement” means the means the Exclusive Distribution and License Agreement dated “as of” January 31, 2017 by the Estate and NPG on the one hand and UMG on the other hand, and all supplements and amendments thereto.

N. “2014 WBR Agreement” means the agreement dated April 16, 2014 between WBR on the one hand and Prince, PRN Music Corporation, Paisley Park Enterprises, Inc. and NPG on the other hand, and all supplements and amendments thereto.

O. “WBR Agreements” means all agreements between WBR on the one hand and Prince or any entity affiliated with Prince (including, without limitation, PRN Music Corporation, Paisley Park Enterprises, Inc. and NPG) on the other hand concerning rights in Prince’s recorded music, including, without limitation, the 2014 WBR Agreement.

P. “Document” means all written, electronic, digital or graphic matter of every kind or description, however produced or reproduced, whether in draft, final, original or reproduction, signed or unsigned, and regardless of whether approved, sent, received, redrafted or executed, including but not limited to, written communications, letters, correspondence, electronic mail (“email”), voicemail messages, instant messages, text messages, memoranda, notes, records, business records, photographs, tape or sound recordings, video or visual recordings, contracts, agreements, telephone records, facsimile records, logs or notations of telephone conversations or personal conversations, diaries, desk calendars, drawings, graphs, charts, statements, summaries,

affidavits, declarations, witness statements, reports, presentations, digital media, books, pamphlets, periodicals, resolutions, manuals, guides, abstracts, histories, work papers, indices, computer records or data compilations of any kind and in any form, and material similar to any of the foregoing, however denominated and to whomever addressed. “Document” shall not include exact duplicates where originals are available, but shall include all copies different from originals in any way by virtue of any writings, notations, symbols, characters, impressions or marks thereon in any form.

Q. “Correspondence” means any document sent to, or created to be sent to or received from another, and includes, without limitation, letters, memoranda, electronic mail, instant messages, text messages, facsimiles, facsimile coversheets and facsimile confirmation sheets.

R. “Communication(s)” means the transmittal, exchange and/or receipt of information, including, without limitation, facts, ideas, inquiries, exchanges, statements, directives or otherwise, in any manner or medium, including, without limitation, through any oral, electronic or written means, including, without limitation, documents.

S. “Concerning” means relating to, referring to, describing, evidencing or constituting.

T. “Request” and “Requests” means the requests for production of documents embodied by this subpoena, including this Schedule A.

U. The terms “all” and “each” shall be construed as “each and all.”

V. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the particular Request all responses that might otherwise be construed to be outside of its scope.

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

DEPOSITION TOPICS

1. The negotiation, drafting and terms of the UMG Agreement.
2. The negotiation, drafting and terms of the WBR Agreements, including, without limitation, the 2014 WBR Agreement.
3. Claims or assertions by WBR of rights in or to recordings that were the subject of the UMG Agreement.
4. The decision to rescind the UMG Agreement, and the rescission thereof.
5. Claims or assertions by UMG that its entry into the UMG Agreement was induced by fraud, misrepresentation or omission.
6. The decision to return to UMG amounts paid to the Estate and the Advisors under or in respect of the UMG Agreement.
7. Communications with WBR, Comerica, Fredrikson, the Estate, the Heirs (or any of them), NPG, Bremer, Stinson, the Advisors (or either of them), Charles Koppelman or L. Londell McMillan concerning the UMG Agreement and/or the rescission thereof.
8. The payment of commissions or other amounts to the Advisors from or in respect of the UMG Agreement and communications related thereto.
9. Any valuation, appraisal or other financial analysis or summary of the value of rights in the Prince recordings that were the subject of the UMG Agreement or the WBR Agreements.

10. Fredrikson's investigation concerning the negotiation, drafting and terms of the UMG Agreement and WBR's claims or assertions of rights in or to recordings that were the subject of the UMG Agreement.

11. The SSA's investigation concerning the UMG Agreement and the rescission thereof.

INSTRUCTIONS FOR DOCUMENT REQUESTS

1. The following Requests are directed to UMG and seek the production of all responsive documents, information and things in its possession, custody or control, including documents, information and things in the possession, custody or control of anyone acting on behalf of or at the direction of UMG, or otherwise subject to UMG's control. Production shall be made to Rosenberg, Giger & Perala P.C., 1330 Avenue of the Americas, Suite 1800, New York, New York 10019 on or before the date specified on the attached Subpoena.

2. Documents should be produced as they are kept in the usual course of business or should be organized so as to correspond to the numbered paragraphs of the specific Requests.

3. Documents attached to each other or contained in a file, folder, binder or other container shall not be separated. If for any reason the file, folder, binder or other container cannot be produced, then copies of all labels or identifying marks (such as folder or filing cabinet labels) shall be produced.

4. All documents that cannot be copied legibly shall be produced in their original form.

5. If any document requested to be produced was, but no longer is, in the possession, custody or control of UMG, or is no longer in existence, state whether each such document: (a) is missing or lost; (b) has been destroyed; (c) was transferred voluntarily or involuntarily to

others and, if so, to whom; or (d) was otherwise disposed of. In each such instance, please identify that document by the following information:

- a) the title of the document;
- b) the nature of the document (*e.g.*, interoffice memorandum, e-mail, correspondence);
- c) the author of the document;
- d) the addressee and other recipients of the document, regardless of whether such recipients are identified in the document;
- e) the date of the document;
- f) the number of pages of the document;
- g) the name of each person to whom the original or a copy of the document was shown or circulated;
- h) the names appearing on any circulation list relating to the document;
- i) the particular document request to which the document responds;
- j) a description of any attachments or appendices to the document;
- k) the date, place and manner of the document's destruction or loss; and
- l) the identity of the person who authorized, carried out or is otherwise responsible for the document's destruction or loss.

6. These Requests are continuing in nature, and UMG is requested to supplement its production of documents, if, as and when it is determined that other documents that should be produced in response to this Request were not in fact produced.

DOCUMENT REQUESTS

1. The UMG Agreement, including all drafts and prior versions thereof, and all amendments thereto.
2. The WBR Agreements (including, without limitation, the 2014 WBR Agreement), including all drafts and prior versions thereof, and all amendments thereto.

3. All documents, including, without limitation, correspondence and other communications, concerning the UMG Agreement.
4. All documents, including, without limitation, correspondence and other communications, concerning paragraph 2.1.1 of the UMG Agreement.
5. All documents, including, without limitation, correspondence and other communications, concerning the negotiation or drafting of the 2014 WBR Agreement.
6. All documents, including, without limitation, correspondence and other communications, concerning paragraph 2(b) of the 2014 WBR Agreement.
7. All documents, including, without limitation, correspondence and other communications, concerning the term “Records,” as defined and used in any of the WBR Agreements.
8. All documents, including, without limitation, correspondence and other communications, concerning the decision to seek rescission of the UMG Agreement and/or the rescission thereof.
9. All documents, including, without limitation, correspondence and other communications, concerning claims or assertions by WBR of any rights in or to recordings that were the subject of the UMG Agreement.
10. All correspondence and other communications concerning the negotiation, rescission or terms of the UMG Agreement, including, without limitation, all such correspondence and other communications between UMG and WBR.
11. All documents, including, without limitation, correspondence and other communications, concerning claims or assertions by UMG that its entry into the UMG Agreement was induced by fraud, misrepresentation or omission.

12. All correspondence and other communications with either or both of the Advisors and/or Charles Koppelman or L. Londell McMillan.

13. All correspondence and other communications between UMG and WBR concerning rights in Prince's recorded music, including, without limitation, the licensing, assignment, sale or exploitation thereof.

14. All correspondence and other communications from, to or copied to the Estate, the Heirs (or any of them), NPG, Bremer, Comerica, Stinson, Fredrikson, the Advisors (or either of them), Charles Koppelman or L. Londell McMillan concerning rights in Prince's recorded music, including, without limitation, the licensing, assignment, sale or exploitation thereof.

15. Without limitation of the preceding Request, all correspondence and other communications between WBR or UMG on the one hand and Prince, the Estate, the Heirs (or any of them), NPG, Bremer, Comerica, Stinson, Fredrikson, the Advisors (or either of them), Charles Koppelman or L. Londell McMillan on the other hand concerning rights in Prince's recorded music, including, without limitation, the licensing, assignment, sale or exploitation thereof.

16. Any valuation, appraisal or other financial analysis or summary of the value of rights in the Prince recordings that were the subject of the UMG Agreement or the WBR Agreements.

17. All correspondence and other communications concerning the documents referenced in the immediately preceding Request.

18. All documents, including, without limitation, correspondence and other communications, concerning Fredrikson's investigation concerning the negotiation, drafting and

terms of the UMG Agreement and WBR's claims or assertions of rights in or to recordings that were the subject of the UMG Agreement.

19. All documents, including, without limitation, correspondence and other communications, concerning the decision of the Estate and/or Comerica to seek rescission of the UMG Agreement.

20. All documents, including, without limitation, correspondence and other communications, concerning the SSA's investigation into the UMG Agreement and the rescission thereof.

EXHIBIT F

Declaration of Peter J. Gleekel

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

<p>In re:</p> <p>Estate of Prince Rogers Nelson,</p> <p style="text-align: center;">Decedent.</p>	<p>ORIGINATING STATE: MINNESOTA</p> <p>ORIGINATING COURT: CARVER COUNTY DISTRICT COURT, FIRST JUDICIAL DISTRICT, PROBATE DIVISION</p> <p>ORIGINATING COURT FILE NO. 10-PR-16-46</p>
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SUBPOENA DUCES TECUM AND AD TESTIFICANDUM PURSUANT TO CPLR 3119

TO: Warner Records
c/o Warner Music Group, Inc.
1633 Broadway
New York, NY 10019

YOU ARE HEREBY COMMANDED, pursuant to Section 3119 of the New York Civil Practice Law and Rules (“CPLR”), all business and excuses being laid aside, to appear and attend, as specified in the Subpoena annexed hereto and issued in the First Judicial District of the State of Minnesota (the “Subpoena”), the terms of which are incorporated herein, at the offices of Rosenberg, Giger & Peralá P.C., 1330 Avenue of the Americas, Suite 1800, New York, New York 10019, on the date and time set forth in the Subpoena to testify and give evidence by deposition upon oral questions concerning the topics set forth in Schedule A to the Subpoena.

YOU ARE FURTHER COMMANDED to produce and permit inspection and copying of the documents requested in Schedule A to the Subpoena at the time and place so specified in the Subpoena.

YOU ARE FURTHER COMMANDED, pursuant to CPLR 3122-a(a), to provide, at the same time and place stated above, a certification required by such rule, if applicable (the text of which is reproduced on page 5 hereto).

The within Subpoena, which is being issued by and on behalf of CAK Entertainment, Inc. (“CAK”), seeks documents and deposition testimony that is material and relevant to the above-entitled proceeding. In that regard, on or around January 31, 2017, the Estate of Prince Rogers Nelson (the “Estate”) and NPG Records, Inc. (a Prince-affiliated entity) entered into an Exclusive Distribution and License Agreement with UMG Recordings, Inc. (“UMG”) concerning the distribution and exploitation of certain of Prince’s recorded music (the “UMG Agreement”). CAK and NorthStar Enterprises Worldwide, Inc. (collectively with CAK, the “Advisors”)—which were then acting as entertainment advisors to the Estate pursuant to a written agreement with the Estate—received certain payments directly from UMG under or in respect of the UMG Agreement (the “Commissions”). Thereafter, Warner Bros. Records, Inc. (now Warner Records) (“WBR”) asserted that it possessed rights in or to certain of the recordings that were the subject of the UMG Agreement, and, as a result of such assertions, the Probate Court (at both the Estate’s and UMG’s urging) approved the rescission of the UMG Agreement. Following the rescission of the UMG Agreement, the Estate repaid to UMG amounts that UMG had paid to the Estate in respect thereof, and, in addition, repaid to UMG the Commissions UMG had paid to the Advisors. The Estate, through its Second Special Administrator (the “SSA”), has instituted proceedings in the above-entitled Probate matter seeking, *inter alia*, the disgorgement of the Commissions from the Advisors. CAK opposes the SSA’s request for the disgorgement of the Commissions.

WBR possesses documents and information that are material and relevant to the foregoing proceedings, including, *inter alia*, concerning the facts and circumstances surrounding WBR's assertions that it possessed rights in certain recordings that were the subject of the UMG Agreement; the rescission of the UMG Agreement; and the subsequent investigations conducted by the SSA and counsel for the Estate's Personal Representative concerning the foregoing.

PLEASE TAKE NOTICE that, pursuant to CPLR 2308, disobedience of this Subpoena may subject WBR to liability for costs, penalties and damages sustained by reason of the failure to comply.

The contact information for the attorneys of record in the proceeding at issue is as follows:

ROSENBERG, GIGER & PERALA P.C.
John J. Rosenberg, Esq.
Brett T. Peralá, Esq.
1330 Avenue of the Americas, Suite 1800
New York, NY 10019
(646) 494-5000

BERENS & MILLER, P.A.
Barbara P. Berens, Esq.
Erin K. F. Lisle, Esq.
3720 IDS Center
80 South 8th Street
Minneapolis, MN 55402
(612) 349-6171

Attorneys for CAK Entertainment, Inc.

BASSFORD REMELE, P.A.
Alan I. Silver, Esq.
100 South 5th Street, Suite 1500
Minneapolis, MN 55402
(612) 333-3000

Attorneys for NorthStar Enterprises Worldwide, Inc.

LARSON · KING, LLP
Peter J. Gleekel, Esq.
Bradley R. Prowant, Esq.
2800 Wells Fargo place
30 E. 7th Street
St. Paul, MN 55101
(651) 312-6500

Second Special Administrator to the Estate of Prince Rogers Nelson

Dated: March 17, 2020
New York, New York

ROSENBERG, GIGER & PERALA P.C.

By: /s/ Brett T. Perala
John J. Rosenberg
Brett T. Perala
1330 Avenue of the Americas, Suite 1800
New York, NY 10177
(646) 494-5000

Attorneys for CAK Entertainment, Inc.

TEXT OF N.Y. C.P.L.R. 3122-a(a):

Rule 3122-a. Certification of business records.

(a) Business records produced pursuant to a subpoena duces tecum under rule 3120 shall be accompanied by a certification, sworn in the form of an affidavit and subscribed by the custodian or other qualified witness charged with responsibility of maintaining the records, stating in substance each of the following:

1. The affiant is the duly authorized custodian or other qualified witness and has authority to make the certification;
2. To the best of the affiant's knowledge, after reasonable inquiry, the records or copies thereof are accurate versions of the documents described in the subpoena duces tecum that are in the possession, custody, or control of the person receiving the subpoena;
3. To the best of the affiant's knowledge, after reasonable inquiry, the records or copies produced represent all the documents described in the subpoena duces tecum, or if they do not represent a complete set of the documents subpoenaed, an explanation of which documents are missing and a reason for their absence is provided; and
4. The records or copies produced were made by the personnel or staff of the business, or persons acting under their control, in the regular course of business, at the time of the act, transaction, occurrence or event recorded therein, or within a reasonable time thereafter, and that it was the regular course of business to make such records.

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,

SUBPOENA IN A CIVIL MATTER

Minn. R. Civ. P. 45

Decedent.

TO: Warner Records**Name****c/o Warner Music Group, Inc.****1633 Broadway****New York, NY 10019****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. **SEE SCHEDULE A attached hereto.**

Place of Deposition: Rosenberg, Giger & Perala, P.C. 1330 Avenue of the Americas, Suite 1800 New York, NY 10019	Date and Time: April 16, 2020 at 10:00 a.m. (subject to adjustment as appropriate in light of current circumstances and events)
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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 SCHEDULE A attached hereto.**

Place: Rosenberg, Giger & Perala, P.C. 1330 Avenue of the Americas, Suite 1800 New York, NY 10019	Date and Time: April 7, 2020 by 10:00 a.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: Erin K. F. Lisle, Esq., Berens & Miller, P.A.

Telephone Number: (612) 349-6171

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

Signature of Issuing Attorney: <u>/s/ Erin K. F. Lisle</u> Berens & Miller, P.A. 80 South 8 th Street 3720 IDS Center Minneapolis, MN 55402 Telephone: (612) 349-6171 Email: elisle@berensmiller.com	Dated: March 17, 2020
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IMPORTANT: Both pages of this document must be served on the person receiving the summons.

RETURN OF SERVICE

STATE OF _____)
) SS.
COUNTY OF _____)

I hereby certify and return that on _____ I served a copy of this subpoena upon the person named thereon. Service was made by

- personally handing to and leaving with him or her a true and correct copy; or
- leaving a true and correct copy at his or her usual place of residence

_____ Address

with _____ a person of suitable age and discretion.
Name of Person

I declare under penalty of perjury that everything that I have stated in this document is true and correct. Minn. Stat. § 358.116.

Dated: _____ Signature _____

_____ Name: _____
County and State where signed

Address: _____

City/State/Zip: _____

Telephone: _____

E-mail address: _____

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.

SCHEDULE A**DEFINITIONS**

Unless otherwise defined, all words and phrases used herein shall be accorded their usual meaning and shall be interpreted in their common, ordinary sense. As used in this Schedule, the words set forth below shall have the following meanings:

A. “UMG” means UMG Recordings, Inc. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

B. “WBR” means Warner Records f/k/a Warner Bros. Records, Inc. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

C. “Comerica” means Comerica Bank & Trust, N.A. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

D. “Bremer” means Bremer Trust, N.A. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

E. “Stinson” means Stinson LLP (formerly Stinson Leonard & Street) and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, partners, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

F. “Fredrikson” means Fredrikson & Byron, P.A. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, partners, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

G. “NPG” means NPG Records, Inc. and any and all of its predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

H. “Estate” means the Estate of Prince Rogers Nelson and any of its agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

I. “Prince” means Prince Rogers Nelson p/k/a Prince.

J. “Heirs” means Prince’s legal heirs, individually and collectively, and any and all of their past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any or all of them.

K. “SSA” means the Second Special Administrator of the Estate, Peter Gleekel and Larson · King, LLP, and any and all of their past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on their behalf.

L. “Advisors” means CAK Entertainment, Inc. and NorthStar Enterprises Worldwide, Inc., individually and collectively, and any and all of their respective predecessors, successors, parent companies, subsidiaries, affiliates, members, shareholders, directors, officers, past and present employees, agents, attorneys, representatives, consultants and any other person acting, or purporting to act, on behalf of any of the foregoing individuals or entities.

M. “UMG Agreement” means the means the Exclusive Distribution and License Agreement dated “as of” January 31, 2017 by the Estate and NPG on the one hand and UMG on the other hand, and all supplements and amendments thereto.

N. “2014 WBR Agreement” means the agreement dated April 16, 2014 between WBR on the one hand and Prince, PRN Music Corporation, Paisley Park Enterprises, Inc. and NPG on the other hand, and all supplements and amendments thereto.

O. “WBR Agreements” means all agreements between WBR on the one hand and Prince or any entity affiliated with Prince (including, without limitation, PRN Music Corporation, Paisley Park Enterprises, Inc. and NPG) on the other hand concerning rights in Prince’s recorded music, including, without limitation, the 2014 WBR Agreement.

P. “Document” means all written, electronic, digital or graphic matter of every kind or description, however produced or reproduced, whether in draft, final, original or reproduction, signed or unsigned, and regardless of whether approved, sent, received, redrafted or executed, including but not limited to, written communications, letters, correspondence, electronic mail (“email”), voicemail messages, instant messages, text messages, memoranda, notes, records, business records, photographs, tape or sound recordings, video or visual recordings, contracts, agreements, telephone records, facsimile records, logs or notations of telephone conversations or personal conversations, diaries, desk calendars, drawings, graphs, charts, statements, summaries,

affidavits, declarations, witness statements, reports, presentations, digital media, books, pamphlets, periodicals, resolutions, manuals, guides, abstracts, histories, work papers, indices, computer records or data compilations of any kind and in any form, and material similar to any of the foregoing, however denominated and to whomever addressed. “Document” shall not include exact duplicates where originals are available, but shall include all copies different from originals in any way by virtue of any writings, notations, symbols, characters, impressions or marks thereon in any form.

Q. “Correspondence” means any document sent to, or created to be sent to or received from another, and includes, without limitation, letters, memoranda, electronic mail, instant messages, text messages, facsimiles, facsimile coversheets and facsimile confirmation sheets.

R. “Communication(s)” means the transmittal, exchange and/or receipt of information, including, without limitation, facts, ideas, inquiries, exchanges, statements, directives or otherwise, in any manner or medium, including, without limitation, through any oral, electronic or written means, including, without limitation, documents.

S. “Concerning” means relating to, referring to, describing, evidencing or constituting.

T. “Request” and “Requests” means the requests for production of documents embodied by this subpoena, including this Schedule A.

U. The terms “all” and “each” shall be construed as “each and all.”

V. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the particular Request all responses that might otherwise be construed to be outside of its scope.

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

DEPOSITION TOPICS

1. The negotiation, drafting and terms of the UMG Agreement.
2. The negotiation, drafting and terms of the WBR Agreements, including, without limitation, the 2014 WBR Agreement.
3. Claims or assertions by WBR of rights in or to recordings that were the subject of the UMG Agreement.
4. The decision to rescind the UMG Agreement, and the rescission thereof.
5. Claims or assertions by UMG that its entry into the UMG Agreement was induced by fraud, misrepresentation or omission.
6. Communications with UMG, Fredrikson, the Estate, the Heirs (or any of them), NPG, Bremer, Stinson, the Advisors (or either of them), Charles Koppelman or L. Londell McMillan concerning the UMG Agreement and/or the rescission thereof.
7. Any valuation, appraisal or other financial analysis or summary of the value of rights in the Prince recordings that were the subject of the UMG Agreement or the WBR Agreements.
8. Fredrikson's investigation concerning the negotiation, drafting and terms of the UMG Agreement and WBR's claims or assertions of rights in or to recordings that were the subject of the UMG Agreement.
9. The SSA's investigation concerning the UMG Agreement and the rescission thereof.

INSTRUCTIONS FOR DOCUMENT REQUESTS

1. The following Requests are directed to WBR and seek the production of all responsive documents, information and things in its possession, custody or control, including documents, information and things in the possession, custody or control of anyone acting on behalf of or at the direction of WBR, or otherwise subject to WBR's control. Production shall be made to Rosenberg, Giger & Perala P.C., 1330 Avenue of the Americas, Suite 1800, New York, New York 10019 on or before the date specified on the attached Subpoena.

2. Documents should be produced as they are kept in the usual course of business or should be organized so as to correspond to the numbered paragraphs of the specific Requests.

3. Documents attached to each other or contained in a file, folder, binder or other container shall not be separated. If for any reason the file, folder, binder or other container cannot be produced, then copies of all labels or identifying marks (such as folder or filing cabinet labels) shall be produced.

4. All documents that cannot be copied legibly shall be produced in their original form.

5. If any document requested to be produced was, but no longer is, in the possession, custody or control of WBR, or is no longer in existence, state whether each such document: (a) is missing or lost; (b) has been destroyed; (c) was transferred voluntarily or involuntarily to others and, if so, to whom; or (d) was otherwise disposed of. In each such instance, please identify that document by the following information:

- a) the title of the document;
- b) the nature of the document (*e.g.*, interoffice memorandum, e-mail, correspondence);
- c) the author of the document;
- d) the addressee and other recipients of the document, regardless of whether such recipients are identified in the document;

- e) the date of the document;
- f) the number of pages of the document;
- g) the name of each person to whom the original or a copy of the document was shown or circulated;
- h) the names appearing on any circulation list relating to the document;
- i) the particular document request to which the document responds;
- j) a description of any attachments or appendices to the document;
- k) the date, place and manner of the document's destruction or loss; and
- l) the identity of the person who authorized, carried out or is otherwise responsible for the document's destruction or loss.

6. These Requests are continuing in nature, and WBR is requested to supplement its production of documents, if, as and when it is determined that other documents that should be produced in response to this Request were not in fact produced.

DOCUMENT REQUESTS

1. The WBR Agreements (including, without limitation, the 2014 WBR Agreement), including all drafts and prior versions thereof, and all amendments thereto.
2. The UMG Agreement, including all drafts and prior versions thereof, and all amendments thereto.
3. All documents, including, without limitation, correspondence and other communications, concerning the UMG Agreement.
4. All documents, including, without limitation, correspondence and other communications, concerning claims or assertions by WBR of any rights in or to recordings that were the subject of the UMG Agreement.

5. All documents, including, without limitation, correspondence and other communications, concerning the negotiation or drafting of paragraph 2(b) of the 2014 WBR Agreement.

6. All documents, including, without limitation, correspondence and other communications, concerning the term “Records,” as defined and used in any of the WBR Agreements.

7. All correspondence and other communications concerning the negotiation, drafting, rescission or terms of the UMG Agreement, including, without limitation, all such correspondence and other communications between UMG and WBR.

8. All correspondence and other communications concerning UMG’s decision to seek rescission of the UMG Agreement and/or the rescission thereof.

9. All documents, including, without limitation, correspondence and other communications, concerning claims or assertions by UMG that its entry into the UMG Agreement was induced by fraud, misrepresentation or omission.

10. All correspondence and other communications between WBR and UMG concerning rights in Prince’s recorded music, including, without limitation, the licensing, assignment, sale or exploitation thereof.

11. All correspondence and other communications from, to or copied to the Estate, the Heirs (or any of them), Bremer, Comerica, Stinson, Fredrikson, the Advisors (or either of them), Charles Koppelman or L. Londell McMillan concerning rights in Prince’s recorded music, including, without limitation, the licensing, assignment, sale or exploitation thereof.

12. Without limitation of the preceding Request, all correspondence and other communications between UMG or WBR on the one hand and the Estate, the Heirs (or any of

them), Bremer, Comerica, Stinson, Fredrikson, the Advisors (or either of them), Charles Koppelman or L. Londell McMillan on the other hand concerning rights in Prince's recorded music, including, without limitation, the licensing, assignment, sale or exploitation thereof.

13. Any valuation, appraisal or other financial analysis or summary of the value of rights in the Prince recordings that were the subject of the UMG Agreement or the WBR Agreements.

14. All correspondence and other communications concerning the documents referenced in the immediately preceding Request.

15. All documents, including, without limitation, correspondence and other communications, concerning Fredrikson's investigation concerning the negotiation, drafting and terms of the UMG Agreement and WBR's claims or assertions of rights in or to recordings that were the subject of the UMG Agreement.

16. All documents, including, without limitation, correspondence and other communications, concerning the decision of Comerica and/or the Estate to seek rescission of the UMG Agreement.

17. All documents, including, without limitation, correspondence and other communications, concerning the SSA's investigation concerning the UMG Agreement and the rescission thereof.