

1 Rodney H. Dixon  
2 29635 Troon Court  
3 Murrieta, California 92563  
4 (805) 768-4474

**FILED**

OCT 06 2016

**CARVER COUNTY COURTS**

5 Pro Per

6 STATE OF MINNESOTA, COUNTY OF CARVER  
7 CARVER COUNTY DISTRICT COURT  
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12  
13 Case No. 10-PR-16-46

14 Rodney Herachio Dixon

Petitioner

15 Vs.

16 Bremer Trust (Special Administrator)

17 The Estate of Prince Rogers Nelson

18 Paisley Park Estate, et al

19 Does 1 – 99

20 Respondent(s)  
21  
22  
23  
24  
25

**MEMORANDUM OF RODNEY H. DIXON AS  
THE POWER OF ATTORNEY IN  
ACCORDANCE WITH THE EXECUTED  
CONTRACT OF PRINCE ROGERS NELSON  
AND NPG MUSIC PUBLISHING, LLC; AND  
SEEKING APPOINTMENT AS PERSONAL  
REPRESENTATIVE OF THE ESTATE OF  
PRINCE ROGERS NELSON IN THIS  
PROBATE MATTER**

26 **RECEIVED**

27 SEP 21 2016

28 **COURT ADMINISTRATION**

1                   **MEMORANDUM OF RODNEY H DIXON AS THE POWER OF**  
2                   **ATTORNEY IN ACCORDANCE WITH THE CONTRACT OF**  
3                   **PRINCE ROGERS NELSON AND NPG MUSIC PUBLISHING, LLC; AND SEEKING**  
4                   **APPOINTMENT AS PERSONAL REPRESENTATIVE OF THE ESTATE OF**  
5                   **PRINCE ROGERS NELSON IN THIS PROBATE MATTER**

6                   Rodney H. Dixon files this Memorandum as the Power of Attorney in support of his  
7 claim of an implied-in fact and written agreement with Prince Rogers Nelson in accordance with  
8 an Exclusive Songwriter Agreement between Rodney H. Dixon and Prince Rogers Nelson in  
9 accordance with 17 U.S.C. § 204(a) and other contract law. This Memorandum is in conjunction  
10 with Mr. Dixon's Objection to Bremer Trust Fees received by the Court on September 2, 2016,  
11 and filed by the Court on September 16, 2016.

12                   Mr. Dixon also seeks appointment as personal representative of the Estate of Prince  
13 Rogers Nelson in this probate matter in accordance with Minnesota Statutes 524.3-203(6).

14                   It is important to note from the start that Prince Rogers Nelson and Rodney Herachio  
15 Dixon are songwriters, and contracted with each other in regard to songwriting and other  
16 entertainment projects. Therefore, the content of Mr. Dixon's pleadings contain entertainment  
17 concepts with descriptions that may be considered special, unique, unusual, extraordinary, and  
18 with intellectual character. The same will describe the decedent in this Probate Matter.

19                   Prince Rogers Nelson (Individual/Writer) executed an Exclusive Songwriter Agreement  
20 with Prince Rogers Nelson (Manager/Member of NPG Music Publishing, LLC) on or about  
21 April 4, 2014, titled 'Exclusive Songwriter Agreement (**Exhibit A**).' Shortly thereafter Prince  
22 Rogers Nelson obtained ownership of his master recordings from Warner Bros. Records.

23                   On or about January 8, 2016, Prince Rogers Nelson submitted a copyright filing titled "\$"  
24 consisting of the abovementioned "Exclusive Songwriter Agreement" and 965 titles (**Exhibit**  
25  
26  
27  
28

1 **B).** The title “\$” is referred to as “Dollar Sign” with multiple meanings. Mr. Dixon will describe  
2 in greater detail some of the various meanings behind the “Dollar Sign.”

3  
4 **I. \$ (The Dollar Sign)**

5 On or about April 18, 1995, Prince offered Mr. Dixon an Exclusive Songwriter  
6 Agreement based on the premise of an old verbal agreement for usage of Mr. Dixon’s creative  
7 skills. Prince offered to Mr. Dixon the Exclusive Songwriter Agreement after Warner Bros.  
8 Records was dismissed from a lawsuit filed by Mr. Dixon on or about February 8, 1995. Soon  
9 thereafter Mr. Dixon and Prince met at Glam Slam in Los Angeles and had a major discussion.  
10 On or about April 18, 1995, Mr. Dixon received \$1.00 from Prince in order to execute an  
11 Exclusive Songwriter Agreement (**Exhibit C**).

12  
13 Prince’s duly authorized agent (Jerry Edelstein) sent an envelope to Mr. Dixon via an  
14 attorney (Michael L. Armstrong) of Covington & Crowe law firm with a \$1.00 bill in order to  
15 execute the Exclusive Songwriter Agreement that was negotiated by Prince Rogers Nelson and  
16 Rodney Herachio Dixon at Glam Slam, Los Angeles Mr. Dixon fulfilled the requirement to  
17 consummate the Agreement on or about September 13, 1995 Mr. Dixon will describe these  
18 events in greater detail below. (**Exhibit D**).


19  
20 During this lengthy conversation at Glam Slam, in Los Angeles, Prince and Mr. Dixon  
21 talked about the interference of outside forces that were hindering an opportunity to capitalize in  
22 the marketplace from the events taking place in the courts through entertainment projects. The  
23 meeting was an attempt to come to a meeting of the minds and was achieved successfully.


24  
25 Prince and Mr. Dixon are both responsible for the success of Purple Rain, but Warner  
26 Bros. Records and others believed Prince’s best days were behind him. The two men set an  
27

1 agenda to create a far bigger and more successful project than Purple Rain with a battle at a far  
2 higher level than what 'The Kid' had ever encountered before.

3  
4 The film Purple Rain was about two rival musicians in Minneapolis battling one another.  
5 Graffiti Bridge included these same two men; Prince and Morris in another Epic battle. Graffiti  
6 Bridge had nowhere near the success of Purple Rain. Notwithstanding, the real conflicts between  
7 Prince and Mr. Dixon was much hotter than the rivalry between Prince and Morris Day. In fact,  
8 the conflicts between Prince and (Merc) was the inspiration for Purple Rain, Graffiti Bridge and  
9 even a comic book Prince created.  
10

11 However, the battle between Prince and Morris Day would seem like more of the cartoon  
12 compared to the battle of Prince and Merc that was spilling out into real life (the court system  
13 and the streets). That battle was a spiritual battle more likened to the movie 'Highlander'.

14 While the two men spoke at Glam Slam, Prince promised to do his part to get this movie  
15 made since Merc's release to the public was being hindered by outside forces. Merc (Rodney H.  
16 Dixon) promised to do his part to get this movie made as well. The movie would not have the  
17 impact it needed without Merc coming to the forefront of public attention as an adversary to  
18 Prince. No other concept would compare to the one already inserted into the courts. The story  
19 would end with both men unifying for a common spiritual mission to bring spiritual love  to  
20 the center of music. The symbol would have great meaning and great marketing potential. Prince  
21 offered Mr. Dixon an Exclusive Songwriter Agreement with the provision for the movie to be  
22 made.  
23  
24

25 The Dollar Sign also represents a "Blank Check." If you look at a Blank Check you will  
26 see The Dollar Sign  and a blank box in order for you to write the amount. The movie they  
27 were planning would allow both men to fill in the blanks. The Dollar Sign also represents  
28

1 Ancient Egypt and the pyramids which would be a stable topic for "the film project" relating to  
2 African-American's today.

3  
4 It is very important to understand that Prince and Mr. Dixon's relationship is built around  
5 Entertainment. However, the agreement between Mr. Dixon and Prince was specific. The  
6 specifics were that Mr. Dixon would exclusively serve as a songwriter for Prince Rogers  
7 Nelson/NPG with renewal periods and provisions such as would happen if and when Prince  
8 died? This is a major reason why Mr. Dixon never wrote music for any other artist. The  
9 consideration of \$1 to execute the Agreement was offered by Prince and accepted by Mr. Dixon  
10 and witnessed by Jerry Edelstein, attorney-at-law, and Michael L. Armstrong, attorney-at-law.  
11 Additional provisions for a movie is included and a provision for Mr. Dixon to become Power of  
12 Attorney upon Prince's death was inserted.  
13

14 Without going into detail regarding Prince's health condition, etc., it is important to note  
15 that Mr. Dixon and Prince Rogers Nelson discussed his legacy in the event of death. This is why  
16 the concept of "inheritance" was being discussed in the first place. These conversations were  
17 taking place before the lawsuit was filed in 1994 and continued over time. Prince was pretty  
18 much fixated on the notion.  
19

20 Notwithstanding, Mr. Dixon was given \$1.00 to Execute the Agreement with the  
21 understanding if something did happen to Prince, Mr. Dixon would become Power of Attorney  
22 over all of Prince's Intellectual Property. Notwithstanding, the provisions to the contract also  
23 consisted of financial consideration described below.  
24

25 This Probate Matter thus far have not gone as Mr. Dixon had planned. A lack of  
26 evidentiary hearing, discovery, etc. makes it very difficult to get to the bottom line.  
27 Notwithstanding, it is now that Prince's own words are inserted into this matter.  
28

1           **II.     PRINCE EXECUTES NEW AGREEMENT WITH NPG MUSIC**  
2                           **PUBLISHING, LLC AND GAINS MASTERS FROM WARNER**  
3                           **BROTHERS RECORDS.**  
4

5           On or about March 6, 2014, Prince filed Articles of Organization of a Limited Liability  
6 Company (LLC) for NPG Music Publishing, LLC in the State of California. The LLC file  
7 includes Statement of Information filed December 3, 2015 and January 27, 2016 (**Exhibit D**).

8           It is important to note the contents of the Exclusive Songwriter Agreement dated April 4,  
9 2014, being described in general terms:

- 10           1. Prince will exclusively work for NPG Music Publishing, LLC.
- 11           2. The term can last until April 4, 2029, and onward if agreed.
- 12           3. Copyright ownership granted to the Power of Attorney can last throughout the  
13           duration of the copyrights and any renewals, etc. meaning forever.
- 14           4. The contract encompasses all of Prince's Intellectual Property (past, present &  
15           future).
- 16           5. Princes' compensation is the same \$1.00 given to Mr. Dixon to execute the  
17           Agreement, and such other compensation as hereafter agreed.
- 18           6. The position of Power of Attorney can be assigned by Prince to any party without the  
19           need to be in writing.
- 20
- 21
- 22

23           It is therefore critically important to understand these facts:

- 24           1. Mr. Dixon was given the same exact amount (\$1.00) to execute an Exclusive Songwriter  
25           Agreement with Prince in 1995.
- 26           2. Mr. Dixon takes on the same authority as Prince upon Prince's death April 21, 2016.
- 27
- 28

1                   **III. TACTICAL NEGOTIATION WITH LAWSUITS OF THIS NATURE**

2                   Entertainment attorneys and legal analysts argue that a lawsuit involving a Creative  
3 Person (Writer/Artist/Actor/Etc.) against the established entity (Producer/Record  
4 Company/Movie Studio/ Etc.) are mostly tactical illustrations for negotiating better terms of an  
5 Agreement. The lawsuits are then tactical, and generally used as a last resort to bring  
6 negotiations to a head. It is common reference in the entertainment industry to consider writers  
7 and artists as:  
8

- 9                   1. Special  
10                   2. Unique  
11                   3. Unusual  
12                   4. Extraordinary  
13                   5. Intellectual Character  
14

15                   It is quite obvious no one can argue Mr. Dixon's content does fit these creative  
16 expressions that are common in the entertainment industry. Contracts were specifically designed  
17 with these types of individuals in mind. Mr. Dixon's songwriting and creative services to Prince  
18 Rogers Nelson, gives his services particular value and the loss of which cannot be reasonably or  
19 adequately compensated in damages in action at law because of its special and unique nature.  
20 Mr. Dixon was given consideration (\$1.00) to execute the contract back in 1995 to guard against  
21 such provisions being used against him. The negotiation tactic apparently worked Hollywood  
22 style.  
23

24                   Mr. Dixon have been providing services to Prince Rogers Nelson since the year 1983  
25 after meeting in 1982. It is difficult to ascertain when Mr. Dixon's creative expressions begin  
26 and where Prince's creative expressions end since Purple Rain. Because of this unique situation  
27  
28

1 it is most difficult to ascertain an actual value of Mr. Dixon's services. Although Mr. Dixon and  
2 Prince Rogers Nelson agreed to a modified agreement in the year 1995, the value is still to be  
3 determined, although Mr. Dixon continued to place the value at \$1 Billion until the Motion to  
4 Dismiss was GRANTED for some of Mr. Dixon's claims.  
5

6 No person or entity has ever questioned Mr. Dixon's creative relationship with Prince.  
7 Common sense tells you that if he fought his own purported half-sister in a court of law for  
8 alleged music she wrote, and she is now being considered an heir of his estate, he would not have  
9 run from Mr. Dixon for a claim much more serious if Mr. Dixon did not serve as a songwriter.  
10 Mr. Dixon is open to ascertaining the value of his services once the total value of Prince's Estate  
11 is determined. However, that value cannot be completely determined in action at law due to its  
12 own special, unique, unusual, extraordinary and intellectual character. However, Mr. Dixon is  
13 the intended Power of Attorney coupled with an interest in accordance with the Exclusive  
14 Songwriter Agreement executed by Prince Rogers Nelson on February 4, 2016.  
15  
16

17 Without the position of Power of Attorney as described in the Exclusive Songwriter  
18 Agreement(s), Mr. Dixon's value as a songwriter for Prince/NPG hangs in the balance of this  
19 Probate Matter. It is a known fact that Prince is no longer alive. Therefore, either Mr. Dixon  
20 takes his position as Power of Attorney to head the Administration of NPG Music Publishing,  
21 LLC with 100% of the income thereof in accordance with Exclusive Songwriter Agreements  
22 executed by Prince; or Mr. Dixon continues to create music, literary and entertainment projects  
23 for The Estate of Prince Rogers Nelson based on the terms described hereunder; or Mr. Dixon's  
24 exclusive contract with Prince is terminated, and as such Mr. Dixon receives compensation based  
25 on the terms described hereunder; and Mr. Dixon is still committed to making and releasing "the  
26  
27  
28



1 film project” the two men were working on for years with all of the remaining terms of the  
2 contract intact.

3  
4 However, in order for Mr. Dixon to ascertain his value in the open marketplace among  
5 those looking for a top level songwriter with an incredible track record ghost writing for one of  
6 the most prolific music artists in history, and to generate the value add for the film project, there  
7 must first be a serious legal discussion regarding Mr. Dixon’s revelation of Prince’s Exclusive  
8 Songwriter Contract with irrevocable provisions for Power of Attorney.

9  
10 As anyone should be able to ascertain by now a major concept of “the film project” is  
11 “the ghost writer appears to haunt Prince and this Epic battle leads him on a spiritual journey to  
12 Love”.

13 **IV. NOTABLE PROVISIONS IN PRINCE’S WRITTEN CONTRACT WITH**  
14 **NPG MUSIC PUBLISHING, LLC IN 2014**

15  
16 In accordance with the Exclusive Songwriter Agreement executed by Prince Rogers  
17 Nelson on April 4, 2014, it states the following:

- 18 1. **ACTIONS**: Publisher (NPG Music Publishing, LLC) shall have the exclusive right to  
19 take such action as it deems necessary, either in Writer’s name and/or in both names,  
20 against any party to protect all rights and interests by Publisher hereunder.  
21  
22 a. Mr. Dixon believes and herein alleges that Prince’s own words specifies his  
23 intent that only a particular someone other than himself would ever hold the  
24 right to defend his interests under the law and throughout the universe. That  
25 person must be assigned by him. Therefore anyone claiming that position  
26 today must also make reference to this Exclusive Songwriter Agreement as  
27  
28

1 the intended recipient. If anyone cannot they are automatically barred from  
2 mounting a defense on Prince's behalf today.

3  
4 b. Mr. Dixon believes and herein alleges that he is the only claimant in this  
5 Probate Matter to receive \$1.00 to execute an Exclusive Songwriter  
6 Agreement in the same way Prince executed an Exclusive Songwriter  
7 Agreement for himself with the fulfillment of all other provisions thereof as  
8 specified in his own Agreement with Prince.

9  
10 c. Mr. Dixon believes and herein asserts that Prince Rogers Nelson initiated  
11 these actions in order to let the world know that Rodney Herachio Dixon and  
12 Prince Rogers Nelson are considered "one in the same" upon his death as it  
13 relates to the contract. That is, Mr. Rodney H. Dixon is Power of Attorney  
14 with all the rights afforded by the Exclusive Songwriter Agreement executed  
15 by Prince Rogers Nelson on or about April 4, 2014, and made public on or  
16 about February 4, 2016.

17  
18 2. ASSIGNMENT: Publisher (NPG Music Publishing, LLC) shall have the right to  
19 assign this Agreement or any of its rights and/or obligations hereunder to any party.  
20 Writer (Prince Rogers Nelson) may not assign any of Writer's (Prince Rogers Nelson)  
21 obligations hereunder without Publisher's consent (NPG Music Publishing, LLC).

22  
23 a. Mr. Dixon believes and herein asserts that Prince obligated himself not to  
24 work for anyone else. Also, Mr. Dixon also did not write music for anyone  
25 else.

26  
27 b. Mr. Dixon believes and herein asserts that Prince (NPG Music Publishing,  
28 LLC) could assign to any party it chose. Nowhere in Prince's own Agreement

1 does it state the assignment of this Position must be in writing. Therefore the  
2 position of Power of Attorney could always be determined by the actions of  
3 the parties therewith, and upon Mr. Dixon's receipt of this position all rights  
4 incurred by the Agreement are axiomatic.  
5

6 3. POWER OF ATTORNEY: Writer hereby irrevocably authorizes, empowers and  
7 appoints Publisher (NPG Music Publishing, LLC) or any of its officers Writer's  
8 (Prince Rogers Nelson) true and lawful attorney (with full power of substitution and  
9 delegation), in Writer's (Prince Rogers Nelson) name, or in Publisher's (NPG Music  
10 Publishing, LLC) name, to take and do such action and to make, sign, execute,  
11 acknowledge and deliver any and all instruments or documents, which Publisher  
12 (NPG Music Publishing, LLC) from time to time may deem desirable or necessary to  
13 vest in Publisher (NPG Music Publishing, LLC), its successors and assigns, all of the  
14 rights or interests granted by Writer (Prince Rogers Nelson) hereunder, including,  
15 without limitation, such documents as Publisher (NPG Music Publishing, LLC) may  
16 deem necessary to secure to Publisher (NPG Music Publishing, LLC), its successors  
17 and assigns, the worldwide copyrights for all Compositions for the entire term of  
18 copyright and for any and all renewals and extensions under any present or future  
19 laws throughout the universe. The foregoing Power of Attorney is irrevocable and  
20 deemed coupled with an interest.  
21  
22  
23

24 a. Mr. Dixon believes and herein asserts Prince himself utilized this provision  
25 stated above by filing this contract in the Copyright Office dated January 8,  
26 2016, therefore constituting that the Publisher deemed it necessary; and that  
27 no putative, potential, or future heirs, or any other claimant, or person or  
28

1 entity have come forward with a written agreement from Prince even  
2 suggesting that Prince declared them as Power of Anything.

- 3  
4 b. Mr. Dixon believes and herein asserts that he is the only person to come  
5 forward in this Probate Matter with claims of being the only person Prince  
6 would trust for this assignment. In fact, most everyone else's filings and  
7 actions are based on the allegation that Prince made no provisions for his  
8 intellectual properties in the event of death, and have positioned themselves  
9 based on the assertion that Prince died without making provisions for his  
10 intellectual properties after traveling the world to fight against illicit use  
11 thereof. Additionally, Prince dedicated most of the second half of his music  
12 career to getting back his masters. But others in this Probate Matter assumed  
13 Prince did not make provisions because they had no proof. Others have  
14 suggested that Mr. Dixon gave away all of his Intellectual Property to Prince  
15 for Free, or if an argument was mounted now they would suggest Mr. Dixon  
16 sold all of his copyrights to Prince for \$1.00.

17  
18  
19 **V. MR. DIXON'S CONTRACT TERMS WITH PRINCE**

20 ***EXCLUSIVE SONGWRITER AGREEMENT***

- 21  
22 1. AGREEMENT START DATE: April 18, 1995
- 23 2. PARTIES: Prince Rogers Nelson ("Artist/Producer") also referred to as "Prince"  
24 and/or "☿" and Rameses America Mercury (Rodney H. Dixon) ("Writer") also  
25 referred to as "Rodney H. Dixon," "Rodney Dixon," "Rodney Herachio Dixon," "Mr.  
26 Dixon," "Aeric Alexander Mercury," and "Merc,"

- 1 3. INDEPENDENT CONTRACTOR: Artist/Producer contracts with Writer to render  
2 Writer's services as a songwriter and composer. Writer accepts such contract and  
3 agrees to render such services exclusively for Artist/Producer during the Term.  
4
- 5 4. TERM: The "Term" of this agreement shall consist of an initial term and at the  
6 mutual election of Artist/Producer and Writer, to renewal term(s) provided below.  
7 The initial term of this Agreement shall commence as of April 18, 1995 and shall  
8 continue for a period of two (2) years. Writer grants to Artist/Producer seventeen (17)  
9 separate and irrevocable options, each to renew this Agreement for a two (2) year  
10 term, such renewal terms run consecutively only after seven (7) days lag time of the  
11 initial term hereof, and with seven (7) days lag time between each renewal period.  
12 Each option shall be exercised automatically unless either Artist/Producer or Writer  
13 notify the other of the intent not to renew in Writing during any lag time period.  
14 Notwithstanding any of the foregoing to the contrary, Artist/Producer and Writer may  
15 mutually decide to terminate the Term at any time but must be in Writing and signed  
16 by both parties.  
17
- 18 5. GRANT OF RIGHTS – For good and valuable consideration, the receipt and  
19 sufficiency of which is hereby acknowledged, Writer hereby irrevocably and  
20 absolutely assigns, conveys and grants to Artist/Producer, its successors and assigns  
21 (a) all rights and interests of every kind, nature and description in and to all original  
22 musical compositions and all original arrangements of musical compositions, literary  
23 works received by Artist/Producer which have heretofore been written, composed or  
24 created by Writer, created, owned and/or controlled by Writer, including but not  
25 limited to the titles, lyrics and music thereof and all world-wide copyrights and  
26  
27  
28

1 renewals and extensions thereof under any present or future laws throughout the  
2 world, including without limitation except for what is listed in Exhibit A; (b) all  
3 rights and interests of every kind, nature and description in and to the results and  
4 proceeds of Writer's services hereunder except as described in this Agreement,  
5 including but not limited to the titles, lyrics and music of all original musical  
6 compositions and of all original arrangements of musical compositions and of all  
7 original arrangements of musical compositions received by Artist/Producer from  
8 Writer and all world-wide copyrights and renewals and extensions thereof under any  
9 present or future laws throughout the world, which shall be written, composed or  
10 created by Writer during the term hereof , created, owned and/or controlled by Writer  
11 except for what is listed in Exhibit A: and (c) all rights and interests of every kind,  
12 nature and description in and to all original music compositions and all original  
13 arrangements of musical compositions received by Artist/Producer which are now  
14 directly or indirectly owned or controlled by Writer, created by Writer or controlled  
15 or acquired by Writer during the term hereof, as the contractor, employer or  
16 transferee of the writers or composers thereof or otherwise, including the titles, lyrics  
17 and music thereof and all world-wide copyrights and renewals and extensions thereof  
18 under any present or future laws throughout the world except for what is listed in  
19 Exhibit A; all of which, to the best of Writer's knowledge and belief, are and shall at  
20 all times be Artist/Producer exclusive property as the sole owner thereof, free from  
21 any adverse claims or rights therein by any other party (all such musical compositions  
22 and arrangements hereinafter being referred to as "Compositions") except for what is  
23 listed in Exhibit A. Writer does not grant to Artist/Producer and its successors,  
24  
25  
26  
27  
28

1 licensees and assigns the right to use Writer's professional and personal name(s),  
2 likenesses and distinctive logos for any purposes contemplated hereunder or for  
3 Artist/Producer's general marketing and goodwill, including without limitation, in  
4 connection with any websites or other social media platforms that concern Writer's  
5 songwriting or literary services and/or the Compositions unless under a separate  
6 Agreement.  
7

8 Without limiting the generality of the foregoing, Writer acknowledges that the rights  
9 and interests hereinabove set forth include but are not limited to Writer's irrevocable  
10 grant to Artist/Producer, its successors, licensees and assigns, of the sole and  
11 exclusive right, license, privilege and authority throughout the Universe to exercise  
12 all rights with respect to all Compositions except for what is listed in Exhibit A,  
13 whether now in existence or whether created or arising during the term hereof,  
14 including but not limited to, as follows:  
15

- 16
- 17 a. To perform and license others to perform the Compositions publicly or  
18 privately, for profit or otherwise, by means of public or private performance,  
19 radio broadcast, television, electronic and/or digital transmission, or any and  
20 all other means and media, whether now known or hereafter conceived or  
21 developed and to register now known or hereafter conceived or developed and  
22 to register the Compositions with one or more performing rights  
23 organizations, or to refrain therefrom except for what is listed in Exhibit A.  
24
  - 25 b. To substitute a new title or titles for the Compositions or any of them and to  
26 make new arrangement, adaptation, translation, dramatization or  
27 transportation or any or all of the Compositions or of the titles, lyrics or music  
28

1                   thereof, received by Artist/Producer and created, controlled directly or  
2                   indirectly by Writer, and in connection with any other musical, literary or  
3                   dramatic material, and to add new lyrics to the music of any Compositions or  
4                   new music to the lyrics of any Compositions, all as Artist/Producer may deem  
5                   necessary or desirable in his best judgment except for what is listed in Exhibit  
6                   A.  
7

8                   c. To secure copyright registration and protection for the Compositions in  
9                   Artist/Producer's name or otherwise, as Artist/Producer may desire, at  
10                  Artist/Producer own expense, and at Artist/Producer's election, including any  
11                  and all renewals and extensions of copyright under any present of future laws  
12                  throughout the world, and to have and to hold said copyrights, renewals and  
13                  extensions and all rights existing thereunder, for and during the full term of all  
14                  said copyrights and all renewals and extensions and all rights existing  
15                  thereunder, for and during the full term of all said copyrights and all renewals  
16                  and extensions thereof except for what is listed in Exhibit A.  
17

18                  d. To make and/or authorize the making of mechanical and/or electronic  
19                  reproductions of the Compositions in and as part of master recordings,  
20                  computer software, and any and all other audio only and/or audio visual  
21                  devices whether now in existence or as hereafter devised except for what is  
22                  listed in Exhibit A.  
23

24                  e. To authorize the synchronization of the Compositions in audio visual  
25                  productions including, without limitation in the soundtracks of motion  
26  
27  
28



1 pictures, in television productions, in commercial advertisements, in computer  
2 software devices, and in merchandise except for what is listed in Exhibit A.

3  
4 f. To print, publish and sell, and to license others to print, publish and sell, sheet  
5 music, orchestrations, arrangements and other editions of the Compositions in  
6 all forms, by any means, and in any and all media, now known or hereafter  
7 devised including, without limitation, the inclusion of any or all of the  
8 Compositions in song folios, compilations, song books, mixed folios,  
9 personality folios and lyric magazines with or without music except for what  
10 is listed in Exhibit A.  
11

12 g. To authorize the digital or electronic reproduction or distribution of the  
13 Compositions by any means or method including, without limitations, by way  
14 of the internet, satellite or otherwise and in any and all media now known or  
15 hereafter devised except for what is listed in Exhibit A.  
16

17 h. Any and all other rights now of hereafter existing in all Compositions under  
18 and by virtue of any common law rights and all copyrights and renewals and  
19 extensions thereof including so-called small performance rights except for  
20 what is listed in Exhibit A.  
21

22 6. **EXCLUSIVITY:** During the term of this Agreement, Writer shall not, without  
23 Artist/Producer's consent, write or compose, or furnish or convey, any musical  
24 compositions, titles, lyrics or music, or any rights or interests therein, nor participate  
25 in any manner with regard to same, for or to any party other than Artist/Producer, nor  
26 permit the use of his name or likeness as the writer or co-writer or any musical  
27 composition by any party other than Artist/Producer.  
28

1           7. WARRANTIED, REPRESENTATIONS, COVENANTS AND AGREEMENTS:

2           Writer hereby warrants, represents, covenants and agrees as follows to the best of  
3           Writer's knowledge and belief: Writer has the full right, power and authority to enter  
4           into and perform this Agreement and to grant to and vest in Artist/Producer all rights  
5           herein set forth, free and clear of any and all claims, rights and obligations  
6           whatsoever.  
7

8           8. POWER OF ATTORNEY: Writer hereby authorizes, empowers and appoints  
9           Artist/Producer or any of its officers as Writer's true and lawful attorney (with full  
10           power of substitution and delegation), in Writer's name, and in Writer's place and  
11           stead, or in Artist/Producer's name, to take and do such action, and to make, sign,  
12           execute, acknowledge and deliver any and all instruments or documents, which  
13           Artist/Producer, its successors and assigns, all of the rights or interests granted by  
14           Writer hereunder, including, without limitation, such documents as Artist/Producer  
15           shall deem desirable or necessary to vest in Artist/Producer, its successors and  
16           assigns, all of the rights or interests granted by Writer hereunder, including without  
17           limitation, such documents as Artist/Producer shall deem desirable or necessary to  
18           secure to Artist/Producer, its successors and assigns, the worldwide copyrights for all  
19           Compositions for the entire term of copyright and for any and all renewals and  
20           extensions under any present or future laws throughout the Universe except for what  
21           is listed in Exhibit A. In the event or likelihood of death or incapacitation of  
22           Artist/Producer all rights of this Agreement are assigned to Writer as the foregoing  
23           Power of Attorney irrevocable and deemed coupled with an interest.  
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1           9. COMPENSATION:

- 2           a. Conditioned upon, and in consideration of Writer's full and faithful  
3           performance of all of the terms and provisions hereof, Artist/Producer shall  
4           pay to Writer, upon full execution of this Agreement, the sum of \$1.00, and  
5           such other compensation as Artist/Producer and Writer may hereafter agree.  
6
- 7           b. Full and faithful performance shall be determined by Writer filing in the  
8           Library of Congress, Copyright Office the material associated with lawsuit  
9           BC113137 and SCV19675, for the acknowledgment that such material will be  
10          used for "the film project" that will be described in detail and relating to  
11          Exhibit A. Artist/Producer must also register material for "the film project" in  
12          the Library of Congress, Copyright Office and for the acknowledgement of  
13          Writer's assignment as Power of Attorney in the event of death or incapacity  
14          of Artist/Producer.  
15
- 16          c. Writer shall receive a Deferred Payment of all royalties earned by  
17          Artist/Producer upon the execution of this Agreement after the successful  
18          release of "the film project" as described hereunder. Writer shall be entitled to  
19          receive his writer's share of public performance royalties throughout the  
20          world directly from Artist/Producer, except Writer will receive (100%) of the  
21          royalties from what is listed in Exhibit A directly from the performing arts  
22          society with which he is affiliated. Artist/Producer shall pay to Writer (50%)  
23          of all such net sums which are received by Artist/Producer in the United  
24          States from the exploitation of such rights in the Compositions, throughout the  
25          world for any Compositions owned and controlled by Artist/Producer for any  
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1 and all music throughout the career of Artist/Producer after the release of “the  
2 film project” (Deferred Payments).

- 3  
4 d. For clarification, unless Artist/Producer and Writer otherwise agree, no other  
5 monies shall be due Writer in connection with the Compositions hereunder  
6 except as described in the section “Deferred Payments”.
- 7 e. Deferred Payments – Writer shall be responsible for creating the story,  
8 treatment, and script, and for getting investors for the financing of “the film  
9 project”. Artist/Producer shall be responsible for the production, distribution  
10 and official music soundtrack of “the film project. Writer reserves the right to  
11 separate release of music for the film but will not be considered the official  
12 soundtrack. Artist/Producer and Writer shall serve as Executive Producers and  
13 as stars of the film, but may opt out of starring in the film upon mutual  
14 agreement to utilize actors to play the roles of themselves especially as it  
15 relates to the potential age of the parties. Artist/Producer and Writer must  
16 agree on supporting actors for “the film” and its actual title once ascertained.  
17 The tentative budget for “the film project” may not be less than \$40 million  
18 and may not be more than \$200 million. Investor shall recoup on a Preferred  
19 Return Basis. Upon release of “the film project” Artist/Producer shall pay to  
20 Writer 50% of all backend royalties from music created, owned and/or  
21 controlled by Artist/Producer from 1979 (For You) until the release of “the  
22 film project”. Writer will receive no royalties from Artist/Producer for any  
23 Compositions created, owned or controlled by Artist/Producer after the release  
24 of “the film project” including but not limited to the Official Soundtrack for  
25  
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1 "the film project" to be "Composed" by Artist/Producer. Writer shall continue  
2 to receive 50% of Artist/Producer royalties in perpetuity for Compositions  
3 owned and controlled before the release of "the film project" and will also  
4 receive 100% of the royalties for "Merc the Master of Seven" and any other  
5 Compositions owned and controlled by Writer after the release of "the film  
6 project" and 100% for payment as writer of the story and script.

7  
8 Artist/Producer and Writer will both receive 100% compensation in regard to  
9 starring in the film. Artist/Producer and Writer will split 50/50 all profits from  
10 the film and any other merchandise or revenue generated from the trademark,  
11 licensing, and exploitation outside of the specific products described herein.

12 All other negotiations associated with "the film project" must be mutually  
13 agreed. In the event of a stalemate Artist/Producer and Writer shall work  
14 together to resolve the difference. Artist/Producer or Writer shall not bring a  
15 lawsuit against one another. Artist/Producer may opt out of this Agreement at  
16 any time but must pay to Writer 50% of all royalties earned starting thirty (30)  
17 days after terminating this Agreement in perpetuity. Writer may opt out of this  
18 Agreement at any time but will receive a one-time payment of \$1,000,000  
19 (One Million Dollars) for all of his services performed in the past or present  
20 and will not receive any royalties. In the event this film project is not released  
21 due to the failure of Writer to secure financing for the film the Writer shall  
22 receive a one-time payment of \$1,000,000 (One Million Dollars) within thirty  
23 (30) days of termination for all of his services performed in the past or present  
24 and will not receive any royalties. Writer shall have until October 24, 2029 to  
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26  
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28

1 secure financing for this film project. In the event this film is not released due  
2 to the failure of Artist/Producer to secure production and distribution, the  
3 Writer shall receive 50% of all Artist/Producer's royalties starting thirty (30)  
4 days after the final term of this Agreement dated October 24, 2029. In the  
5 event of the death and incapacity of Artist/Producer the Writer shall become  
6 Power of Attorney with all rights of Artist/Producer for any contracts entered  
7 into with any third parties. In the event of death or incapacity of Writer the  
8 Artist/Producer shall become Power of Attorney with all rights of Writer  
9 relating to Merc the Master of Seven and Merc Supertext (Exhibit A).  
10 Artist/Producer and Writer shall continue to work on avenues to bring Writer  
11 to the forefront of public attention in order to make this entertainment project  
12 a success.  
13  
14  
15

16 10. **ACTIONS**: Artist/Producer shall have the exclusive right to take such action as he  
17 deems necessary in his own name, but may not do so in Writer's name, against any  
18 party to protect all rights and interests acquired by Artist/Producer hereunder.

19 11. **ASSIGNMENT**: Artist/Producer shall have the right to assign this Agreement or any  
20 of its rights and/or obligations hereunder to any party except in death or incapacity in  
21 which the assignment shall revert to Writer in full. Writer may not assign any of  
22 Writer's obligations hereunder without Artist/Producer consent unless caused by  
23 death or incapacity.  
24

25 12. The full and faithful performance of this Agreement is WITNESSED by the actions  
26 of Artist/Producer and Writer, determined by the insertion of LEGAL documents  
27 filed in the Library of Congress, Copyright Office.  
28

**EXHIBIT A:**

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged Rameses America Mercury (“Assignor”) hereby transfers and assigns to Prince Rogers Nelson (“Assignee”), in perpetuity, all right, title, and interest, throughout the world, including any copyrights and renewals or extensions thereto, which have heretofore been written, composed, or created by Assignor, including but not limited to the titles, lyrics and music thereof and all world-wide copyrights and renewals and extensions thereof under any present or future laws throughout the world, except for those musical and/or literary works described below and after the release of the film project:

1. Merc the Master of Seven (Master Tape)
2. Rameses XII: Merc Supertext: (Story/Treatment/Script/Notes)

**13. TABLE WITH LAG TIME (LIFETIME CONTRACT):**

|                       |   |                |
|-----------------------|---|----------------|
| 1 <sup>st</sup> Term: | April 18, 1995 – April 18, 1997           | 2 Year Term    |
| a.                    | Lag Time: April 19, 1997 – April 26, 1997 | 7 Day Lag Time |
| 2 <sup>nd</sup> Term: | April 27, 1997 – April 27, 1999           | 2 Year Term    |
| b.                    | Lag Time: April 28, 1999 – May 5, 1999    | 7 Day Lag Time |
| 3 <sup>rd</sup> Term: | May 6, 1999 – May 6, 2001                 | 2 Year Term    |
| c.                    | Lag Time: May 7, 2001 – May 14, 2001      | 7 Day Lag Time |
| 4 <sup>th</sup> Term: | May 15, 2001 – May 15, 2003               | 2 Year Term    |
| d.                    | Lag Time: May 16, 2003 – May 23, 2003     | 7 Day Lag Time |
| 5 <sup>th</sup> Term: | May 24, 2003 – May 24, 2005               | 2 Year Term    |
| e.                    | Lag Time: May 25, 2005– June 1, 2005      | 7 Day Lag Time |
| 6 <sup>th</sup> Term: | June 2, 2005 – June 2, 2007               | 2 Year Term    |





1           **VI. PRINCE TOLD THE WORLD SOMEONE WOULD DISTRIBUTE HIS**  
2                           **MUSIC**

3           It is common knowledge by now that Prince stated to the public that someone else would  
4 distribute his music. He didn't know if he would get to distribute them. He also stated that he  
5 was music and that his songs were his children.  
6

7           Mr. Dixon have already illustrated that the Exclusive Songwriter Agreement filed in the  
8 Copyright Office is titled "\$", which is "a dollar sign." Both Mr. Dixon and Prince received the  
9 same amount of \$1.00 to execute Exclusive Songwriter Agreements. Prince is the person that  
10 initiated both agreements. Mr. Dixon fulfilled his obligation and filed his LEGAL documents in  
11 the Copyright Office and Prince fulfilled his obligation and filed his LEGAL documents in the  
12 Copyright Office in order make it publicly known that Mr. Dixon is the legal Power of Attorney  
13 of an Exclusive Contract Agreement. Also what was now filed is considered material for "the  
14 film project".  
15  
16

17           When Prince stated that he was music some people thought it was a joke because Prince  
18 was a jokester. Other people thought Prince was crazy for saying this, and others thought Mr.  
19 Dixon was crazy for repeating it. But the fact is Prince said he was music. Prince (music) would  
20 be among his children (songs) and they will be together (family) in their home (Copyright  
21 Office). That is how Prince and Mr. Dixon set it up by contract. That is why Prince left the  
22 contract among his songs because the father should be with his children. Prince said this riddle  
23 years before he passed away on national television. Prince knew exactly what he was going to do  
24 and Mr. Dixon was privy to it. These are entertainment people folks!  
25  
26  
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28

1           **VII. SPECIAL ADMINISTRATOR, CLAIMANT AND PUTIATIVE OR**  
2                           **POTENTIAL HEIRS**

3           Mr. Dixon believes and herein alleges that the Special Administrator, Putative or  
4 Potential Heirs, and other Claimants, are not applicable to Prince's Exclusive Songwriter  
5 Agreement. The fact is the Legal Description stated on Line 14 (Type of Business) for NPG  
6 Music Publishing, LLC is "Administration of Music Publishing" (**Exhibit E**).

7  
8           Notwithstanding, the Exclusive Songwriter Agreement executed by Prince on or about  
9 April 4, 2014, includes all Intellectual Property and therefore a discussion can be had regarding  
10 other assets outside of Intellectual Property. However, any argument that suggests Prince did not  
11 intend for all assets to be included in his Exclusive Songwriter Agreement for Power of Attorney  
12 coupled with an interest would be a stretch. The \$ sign also includes "all monies". The Power of  
13 Attorney, Assignment, Grants of Rights, and other provisions clearly show that Bremer Trust,  
14 Heirs, and other Claimants in this Probate Matter do not qualify under the contract no matter  
15 how you look at it. The Power of Attorney is irrevocable and coupled with an interest.

16  
17  
18           Prince granting Mr. Dixon Power of Attorney would not be the first time that powerful  
19 people gave Mr. Dixon Power of Attorney. For example, a group of powerful investors including  
20 actual royalty, who had committed to investing in Mr. Dixon's "film project" gave Mr. Dixon  
21 Power of Attorney (**Exhibit F**).

22  
23           Prince was made privy to this fact but would not move forward with "the film project"  
24 until he was given control of his master recordings. Additionally, on or about January 27, 2016,  
25 Prince changed the Street Address of the Principal Office of NPG Music Publishing, LLC to  
26 7801 Audubon Road, Chanhassen, MN 55317. This is the address for Paisley Park.  
27  
28

1 Therefore, Mr. Dixon is attempting to make it clear to the court and every other  
2 Interested Person in this Probate Matter that Prince directly deemed Paisley Park one in the same  
3 with his Intellectual Properties. However, Mr. Dixon is acceptable to Paisley Park being a  
4 museum. However, neither Bremer Trust, Putative or Potential Heirs, or other Claimants have  
5 any right of interest in Paisley Park or Prince's Intellectual Property. The rest of the real property  
6 is a conversation Mr. Dixon is open to discuss.  
7

8 **VIII. THE FILING OF RODNEY H. DIXON DATED SEPTEMBER 16, 2016**

9 On or about September 2, 2016, the Court received Mr. Rodney H. Dixon's Motion for  
10 Termination of Bremer Trust for Misrepresentations of Material Facts and failure of its Fiduciary  
11 Duties to Rodney H. Dixon in addition to Mr. Dixon's Objection of Bremer Trust Cost and Fees,  
12 etc. Mr. Dixon is willing to adjust his objections as described below  
13

14 Mr. Dixon hopes that all participants in this Probate Matter are more than excited about  
15 the opportunity to have the one and only document regarding Prince's own intent for his  
16 Intellectual Properties and Estate overall filed herein. Mr. Dixon would be more than shocked in  
17 the event of a contention to the contrary regardless of the financial position one finds itself in  
18 based on the revelation of the document. Being that this is the Estate of Prince Rogers Nelson the  
19 only thing that really matters in the end is making sure Prince's intent is done. Mr. Dixon truly  
20 hopes everyone is happy with that. If not that is another issue altogether.  
21

22 **IX. 17 U.S.C. § 204(a)**

23 17 U.S.C. § 204(a) ("A transfer of copyright ownership, other than by operation of law, is  
24 not valid unless an instrument of conveyance, or a note or memorandum of the transfer, is in  
25 writing and signed by the owner of the rights conveyed or such owner's duly authorized agent.")  
26  
27  
28

1 On or about April 4, 2014, Prince Rogers Nelson executed an Exclusive Songwriter  
2 Agreement with NPG Music Publishing, LLC transferring all of his Intellectual Properties (past,  
3 present & future) which includes music by artists and songwriters over the years that have  
4 worked with Prince, including but not limited to Rodney Herachio Dixon.  
5

6 Additionally, Prince Rogers Nelson could not ever use or continue to use Mr. Dixon's  
7 creative talents from Purple Rain until the day he died without promising compensation to Mr.  
8 Dixon. Both Prince and Mr. Dixon executed an Exclusive Songwriter Agreements for \$1.00  
9 initiated by Prince. The two men fulfilled provisions of their agreement with one another by  
10 filing important documents in the Library of Copyright. Mr. Dixon's actions are protected by  
11 *Desny v. Wilder*, 299 P.2d 257 (Cal. 1956)); Doc. No.158. The contract implied-in-fact remains  
12 at-issue regarding Mr. Dixon's intellectual properties used by Prince and Mr. Dixon's  
13 assignment as Power of Attorney in this Probate Matter.  
14

15 A contract implied-in-fact is one inferred from the circumstances and conduct of the  
16 parties. *Roberge v. Cambridge Co-op Creamery Co*, 79 N.W.2d 142, 146 (Minn. 1956). A  
17 contract implied in fact is in all respects a true contract requiring a meeting of the minds. *Id.* at  
18 145. It differs from an express contract mainly in the manner mutual assent is proved. *Capital*  
19 *Warehouse Co. v. McGill-Warner-Farnham CO.*, 149 N.W.2d 31 (Minn. 1967).  
20

21 The formation of a contract requires communication of a specific and definite offer,  
22 acceptance, and consideration. *Commercial Assocs., Inc. v. Work Connection, Inc*, 712 N.W.2d  
23 772, 782 (Minn. Ct. App. 2006) (citing *Pine River State Bank v. Mettille*, 333 N.W.2d 622,  
24 626— 27 (Minn. 1983)). Formation of a contract is judged by the objective conduct of the parties  
25 rather than their subjective intent. *Id.* (citing *Cederstrand v. Lutheran Bhd*, 117 N.W.2d 213, 221  
26 (Minn. 1962)).  
27  
28

1            California Civil Code Section 1213 –

2            “Every conveyance of real property or an estate for years therein acknowledged or  
3 proved and certified and recorded as prescribed by law from the time it is filed with the recorder  
4 for record is constructive notice of the contents thereof to subsequent purchasers and  
5 mortgagees; and a certified copy of such a recorded conveyance may be recorded in any other  
6 county and when so recorded the record thereof shall have the same force and effect as though it  
7 was of the original conveyance and where the original conveyance has been recorded in any  
8 county wherein the property therein mentioned is not situated a certified copy of the recorded  
9 conveyance may be recorded in the county where such property is situated with the same  
10 force and effect as if the original conveyance had been recorded in that county.”

11  
12  
13            On or about February 4, 2016, Prince Rogers Nelson made public the fact he had specific  
14 intent for his intellectual properties. Carver County is now given notice. Mr. Dixon is the  
15 Assignee and Power of Attorney of an Exclusive Songwriter Agreement with the exclusive rights  
16 of Administration thereof premised from a lawsuit filed in 1994 and 1995. Carver County is now  
17 given notice. The position GRANTED to Mr. Dixon by Prince Rogers Nelson became effective  
18 April 21, 2016. Mr. Dixon is serving notice in Carver County Court with this submission.

19  
20            Mr. Dixon is hereby serving notice to all putative, potential, and/or future heirs, and any  
21 and all claimants, current administrators or anyone else purporting to have an interest in the  
22 Estate of Prince Rogers Nelson falsely based on the assumption that Prince died without making  
23 known the intent of at least his Intellectual Properties and income thereof; and that his intent is  
24 filed in the federal copyright office, and now filed in Carver County Court in particular.

25  
26            Mr. Dixon hereby declares that he is the holder of the assignment of the Power of  
27 Attorney based on Exclusive Songwriter Agreements of the same kind both initiated by Prince  
28

1 Rogers Nelson for \$1.00, and the actions of the parties therewith. No other person(s) or entities  
2 have presented, or can present any claim as the intended recipient thereof without referencing the  
3 Exclusive Songwriter Agreement filed by Prince in the Copyright Office of the United States and  
4 now filed in this Carver County Probate Matter.  
5

6 Mr. Dixon is making it clear that he is not arguing that the agreements Bremer Trust have  
7 already entered into be terminated. Mr. Dixon is not even suggesting that Bremer Trust and/or  
8 third parties should be held liable for those deals. Mr. Dixon is not suggesting Bremer Trust  
9 should not be awarded Costs and Fees associated with its service as Special Administrator of the  
10 Estate of Prince Rogers Nelson. However, Mr. Dixon does want to make sure it is noted that any  
11 agreements entered therewith must be thoroughly inspected, and Mr. Dixon does not guarantee  
12 no adverse action would be sought if wrongdoing is discovered. Mr. Dixon is also stating that  
13 Bremer Trust should be terminated as Special Administrator of Prince's Estate because they do  
14 not qualify according to an Exclusive Songwriter Agreement executed by Prince Rogers Nelson  
15 and inserted into the Copyright Office of the United States a little over three (3) months before  
16 he died.  
17  
18

19 Mr. Dixon is aware that Bremer Trust and/or either Putative or Potential Heirs that  
20 appointed Bremer Trust as Special Administrator, may not have been aware that Prince indeed  
21 made arrangements for the administration of his Estate, although it was recorded in the  
22 Copyright Office; a public forum. Therefore, it is axiomatic the Carver County Court would be  
23 unaware that Prince indeed made arrangements for the administration of his Estate until Mr.  
24 Dixon revealed the document.  
25

26 Mr. Dixon believes and herein asserts that what we do know for certain is that no other  
27 person on Earth or in the Universe have come forward with Prince's Exclusive Songwriter  
28

1 Agreement in this Probate Matter claiming Power of Attorney thereof. Therefore any other  
2 person(s) or entities that would be granted as head of Prince's Estate other than Mr. Dixon would  
3 clearly not be the intended recipient of Prince Rogers Nelson according to his very own  
4 Exclusive Songwriter Agreement.  
5

6 **VERIFICATION**

7 I, Rodney Herachio Dixon, declare, I am the Petitioner in the above-entitled matter. I  
8 have read the foregoing Memorandum of Rodney H. Dixon as the Power of Attorney in  
9 Accordance to the Executed Contract of Prince Rogers Nelson and NPG Music Publishing, LLC;  
10 and Seeking Appointment as Personal Representative of the Estate of Prince Rogers Nelson in  
11 this Probate Matter by Rodney H. Dixon, and I know the contents thereof.  
12

13 The same is true of my own knowledge, except as to those matters which are therein  
14 stated on information and belief, and, as to those matters, I believe it to be true.  
15

16  
17 Executed on September 19, 2016, at Riverside County, California.

18 I declare under penalty of perjury that the foregoing is true and correct.  
19

20 Dated: September 19, 2016

21  
22 **RODNEY H. DIXON**  
23 Pro Per

24 By:   
25  
26  
27  
28

# EXHIBIT A



## EXCLUSIVE SONGWRITER AGREEMENT

THIS AGREEMENT made and entered into as of April 4, 2014 by and between NPG Music Publishing, LLC ("Publisher") and Prince R. Nelson, doing business individually and doing business under any fictitious publishing business names, including but not limited to Controversy Music, GIRLSONGS, Tionna Music, NPG Publishing, White Fox, and Emancipated Music. (collectively, "Writer").

The parties agree as follows:

1. **EMPLOYMENT:** Publisher employs Writer to render Writer's services as a songwriter and composer. Writer accepts such employment and agrees to render such services exclusively for Publisher during the Term.
2. **TERM:** The "Term" of this agreement shall consist of an initial term and at Publisher's election, to renewal term(s) provided below. The initial term of this Agreement shall commence as of April 4, 2014 and shall continue for a period of five (5) years. Writer grants to Publisher two (2) separate and irrevocable options, each to renew this Agreement for a five (5) year term, such renewal terms to run consecutively beginning at the expiration of the initial term hereof, all upon the same terms and conditions as are applicable to the initial term. Each option shall be exercised automatically, provided that Publisher does not notify Writer at any time prior to the commencement of the renewal term that Publisher elects not to exercise the option. Notwithstanding any of the foregoing to the contrary, Publisher and Writer may mutually decide to terminate the Term at any time.
3. **GRANT OF RIGHTS:** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Writer hereby irrevocably and absolutely assigns, conveys and grants to Publisher, its successors and assigns (a) all rights and interests of every kind, nature and description in and to all original musical compositions and all original arrangements of musical compositions in the public domain which have heretofore been written, composed or created by Writer, in whole or in part, alone or in collaboration with others, including but not limited to the titles, lyrics and music thereof and all world-wide copyrights and renewals and extensions thereof under any present or future laws throughout the world, including without limitation, those musical compositions listed on Schedule 1 of Exhibit A to this Agreement; and (b) all rights and interests of every kind, nature and description in and to the results and proceeds of Writer's services hereunder, including but not limited to the titles, lyrics and music of all original musical compositions and of all original arrangements of musical compositions in the public domain and all world-wide copyrights and renewals and extensions thereof under any present or future laws throughout the world, which shall be written, composed or created by Writer during the term hereof, in whole or in part, alone or in collaboration with others; and (c) all rights and interests of every kind, nature and description in and to all original musical compositions and all original arrangements of musical compositions in the public domain which are now directly or indirectly owned or controlled by Writer, in whole or in part, alone or with others, or the direct or indirect ownership or control of which shall be acquired by Writer during the term hereof, in whole or in part, alone or with others, as the employer or transferee of the writers or composers thereof or otherwise, including the titles, lyrics and music thereof and all world-wide copyrights

and renewals and extensions thereof under any present or future laws throughout the world; all of which, to the best of Writer's knowledge and belief, are and shall at all times be Publisher's exclusive property as the sole owner thereof, free from any adverse claims or rights therein by any other party (all such musical compositions and arrangements hereinafter being referred to as "Compositions"). Writer further grants to Publisher and its successors, licensees and assigns the right to use Writer's professional and personal name(s), likenesses and distinctive logos for all purposes contemplated hereunder and for Publisher's general marketing and goodwill, including without limitation, in connection with any websites or other social media platforms that concern Writer's songwriting services and/or the Compositions.

Without limiting the generality of the foregoing, Writer acknowledges that the rights and interests hereinabove set forth include but are not limited to Writer's irrevocable grant to Publisher, its successors, licensees and assigns, of the sole and exclusive right, license, privilege and authority throughout the entire Universe to exercise all rights with respect to all Compositions, whether now in existence or whether created or arising during the term hereof, including but not limited to, as follows:

(a) To perform and license others to perform the Compositions publicly or privately, for profit or otherwise, by means of public or private performance, radio broadcast, television, electronic and/or digital transmission, or any and all other means and media, whether now known or hereafter conceived or developed and to register the Compositions with one or more performing rights organizations, or to refrain therefrom.

(b) To substitute a new title or titles for the Compositions or any of them and to make any arrangement, adaptation, translation, dramatization or transposition of any or all of the Compositions or of the titles, lyrics or music thereof, in whole or in part, and in connection with any other musical, literary or dramatic material, and to add new lyrics to the music of any Compositions or new music to the lyrics of any Compositions, all as Publisher may deem necessary or desirable in its best business judgment.

(c) To secure copyright registration and protection of the Compositions in Publisher's name or otherwise, as Publisher may desire, at Publisher's own cost and expense, and at Publisher's election, including any and all renewals and extensions of copyright under any present or future laws throughout the world, and to have and to hold said copyrights, renewals and extensions and all rights existing thereunder, for and during the full term of all said copyrights and all renewals and extensions and all rights existing thereunder, for and during the full term of all said copyrights and all renewals and extensions thereof.

(d) To make and/or authorize the making of mechanical and/or electronic reproductions of the Compositions in and as part of master recordings, computer software, and any and all other audio only and/or audio visual devices whether now in existence or as hereafter devised.

(e) To authorize the synchronization of the Compositions in audio visual productions including, without limitation, in the soundtracks of motion pictures, in television

productions, in commercial advertisements, in computer software devices, and in merchandise.

(f) To print, publish and sell, and to license others to print, publish and sell, sheet music, orchestrations, arrangements and other editions of the Compositions in all forms, by any means, and in any and all media, now known or hereafter devised including, without limitation, the inclusion of any or all of the Compositions in song folios, compilations, song books, mixed folios, personality folios and lyric magazines with or without music.

(g) To authorize the digital or electronic reproduction or distribution of the Compositions by any means or method including, without limitation, by way of the Internet, satellite or otherwise and in any and all media now known or hereafter devised.

(h) Any and all other rights now or hereafter existing in all Compositions under and by virtue of any common law rights and all copyrights and renewals and extensions thereof including so-called small performance rights.

4. EXCLUSIVITY: During the term of this Agreement, Writer shall not, without Publisher's consent, write or compose, or furnish or convey, any musical compositions, titles, lyrics or music, or any rights or interests therein, nor participate in any manner with regard to same, for or to any party other than Publisher, nor permit the use of his name or likeness as the writer or co-writer of any musical composition by any party other than Publisher.

5. WARRANTIES, REPRESENTATIONS, COVENANTS AND AGREEMENTS: Writer hereby warrants, represents, covenants and agrees as follows to the best of Writer's knowledge and belief: Writer has the full right, power and authority to enter into and perform this Agreement and to grant to and vest in Publisher all rights herein set forth, free and clear of any and all claims, rights and obligations whatsoever.

6. POWER OF ATTORNEY: Writer hereby irrevocably authorizes, empowers and appoints Publisher or any of its officers Writer's true and lawful attorney (with full power of substitution and delegation), in Writer's name, and in Writer's place and stead, or in Publisher's name, to take and do such action, and to make, sign, execute, acknowledge and deliver any and all instruments or documents, which Publisher from time to time may deem desirable or necessary to vest in Publisher, its successors and assigns, all of the rights or interests granted by Writer hereunder, including, without limitation, such documents as Publisher shall deem desirable or necessary to secure to Publisher, its successors and assigns, the worldwide copyrights for all Compositions for the entire term of copyright and for any and all renewals and extensions under any present or future laws throughout the Universe. The foregoing Power of Attorney is irrevocable and deemed coupled with an interest.

7. COMPENSATION:

(a) Conditioned upon, and in consideration of Writer's full and faithful performance of all of the terms and provisions hereof, Publisher shall pay to Writer, upon full execution of this Agreement, the sum of \$1.00, and such other compensation as Publisher and Writer may

hereafter agree.

(b) Writer shall be entitled to receive his writer's share of public performance royalties throughout the world directly from the performing rights society with which he is affiliated, if any (or directly if he is unaffiliated), and shall have no claim whatsoever against Publisher for any royalties received by Publisher from any performing rights society which makes payment directly (or indirectly other than through Publisher) to writers, authors and composers., If, however, Publisher shall collect both the Writer's and Publisher's share of performance income directly and such income shall not be collected by Writer via his public performance society or otherwise, then, unless Publisher and Writer otherwise agree, Publisher shall pay to Writer fifty percent (50%) of all such net sums which are received by Publisher in the United States from the exploitation of such rights in the Compositions, throughout the world.

(c) For clarification, unless Publisher and Writer otherwise agree, no other monies shall be due to Writer in connection with the Compositions hereunder.

~~8. WRITER'S SERVICES: Unless Publisher and Writer otherwise agree, Writer shall perform his required services hereunder conscientiously, and solely and exclusively for and as requested by Publisher. Writer is a writer for hire hereunder within the meaning of the U.S. Copyright Act, and all Compositions are acknowledged by Writer to be "works made for hire" for Publisher. Writer shall duly comply with all requirements and requests made by Publisher in connection with its business as set forth herein.~~

9. ACTIONS: Publisher shall have the exclusive right to take such action as it deems necessary, either in Writer's name and/or in its own name or in both names, against any party to protect all rights and interests acquired by Publisher hereunder.

10. ASSIGNMENT: Publisher shall have the right to assign this Agreement or any of its rights and/or obligations hereunder to any party. Writer may not assign any of Writer's obligations hereunder without Publisher's consent.

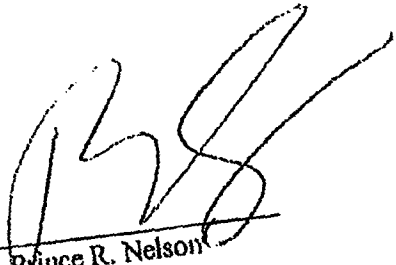
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

NPG Music Publishing, LLC (Publisher)

By

Prince R. Nelson  
Member-Manager

PRINCE R. NELSON (Writer)



By Prince R. Nelson  
An Individual

**EXHIBIT A**

**COPYRIGHT ASSIGNMENT**

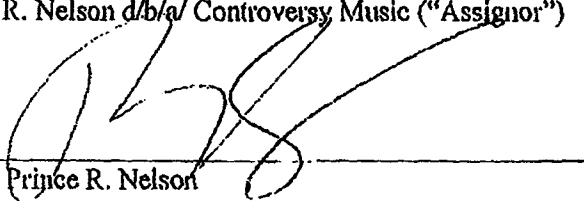
FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged Prince R. Nelson d/b/a Controversy Music ("Assignor") hereby irrevocably transfers and assigns to NPG Music Publishing, LLC ("Assignee"), in perpetuity, all right, title, and interest, throughout the world, including any copyrights and renewals or extensions thereto, in and to all original musical compositions and all original arrangements of musical compositions in the public domain which have heretofore been written, composed or created by Assignor, in whole or in part, alone or in collaboration with others, including but not limited to the titles, lyrics and music thereof and all world-wide copyrights and renewals and extensions thereof under any present or future laws throughout the world, including without limitation, those musical compositions listed on the attached Schedule 1.

Assignor has duly executed this Assignment as of April 4, 2014.

Prince R. Nelson d/b/a/ Controversy Music ("Assignor")

By: \_\_\_\_\_

Prince R. Nelson

A large, stylized handwritten signature in black ink is written over a horizontal line. The signature is cursive and appears to read 'PRINCE R. NELSON'.

# EXHIBIT B

LIBRARY OF CONGRESS  
**Copyright Office**  
**of the United States**  
WASHINGTON, D.C.

**THIS IS TO CERTIFY** that the attached is a true representation of the Document recorded in the Copyright Office Records in **VOLUME 9914 DOCUMENT 228** on February 4, 2016.

**THIS IS TO CERTIFY ALSO**, that due to the nature of the storage medium the attached photocopies are the best possible copies available.

**IN WITNESS WHEREOF**, the seal of this office is affixed hereto on August 30, 2016.

Maria A. Pallante  
United States Register of Copyrights and Director

By: *Veronica Patten*  
Veronica Patten  
Supervisory Copyright Specialist  
Records Research and Certification Section  
Office of Public Records and Repositories

Use of this material is governed by the U.S. Copyright law 17 U.S.C. 101 et seq.





## Certificate of Recordation



This is to certify that the attached document was recorded on the date and in the place shown below.

This certificate is issued under the seal of the United States Copyright Office.

*Maria A. Pallante*

Register of Copyrights, United States of America

February 04, 2016

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Date Of Recordation

9914

228

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Volume

Doc. No.

1. 3104353475



**Form DCS (Document Copyright Statement)**  
 For Recordation of Documents under 17 U.S.C. § 205  
 UNITED STATES COPYRIGHT OFFICE

**Privacy Act Notice:** Sections 205 and 705 of title 17 of the United States Code authorize the Copyright Office to collect the personally identifying information requested on this form in order to process the application for recordation. By providing this information, you are agreeing to routine uses of the information that include publication to give legal notice of your recordation pursuant to 17 U.S.C. §§ 205 and 705. The information will appear in the Office's online Public Catalog. If you do not provide the information requested, recordation may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.

Volume \_\_\_\_\_ Document \_\_\_\_\_  
 Volume \_\_\_\_\_ Document FEB 04 2016  
 Date of recordation M \_\_\_\_\_ D \_\_\_\_\_ Y \_\_\_\_\_  
 (ASSIGNED BY THE COPYRIGHT OFFICE)  
 Funds received \_\_\_\_\_

DO NOT WRITE ABOVE THIS LINE • SEE INSTRUCTIONS

To the Register of Copyrights: Please record the accompanying original document or its properly certified copy.

**1** First party name given in the document NPG MUSIC PUBLISHING, LLC  
(IMPORTANT: Please read instruction for this and other spaces.)

**2** First title given in the document \$

**3** Total number of titles in the document 965

**4** Return receipt requested  If checked, please enclose a self-addressed postage-paid envelope.

**5** Electronic title list enclosed  If checked, please enclose an acceptable digital storage medium containing a properly formatted title list.

**6** Amount of fee calculated \$4,050

**7** Fee enclosed  Check  Money order  
 Fee authorized to be charged to Copyright Office deposit account  
 Deposit account number DA 57347  
 Deposit account name Southern Music Publishing Company Inc., Peermusic

**8** Completeness of document  All attachments referenced in this document are included.  
 One or more attachments referenced in this document is missing but (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.

**9** Certification of photocopied documents  
 Complete this certification if a photocopy of the original signed document is being submitted instead of the document bearing the actual original signature.  
**NOTE:** This space may not be used for documents that require an official certification.  
 I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.  
 Signature [Signature] Date 1/8/16  
 Duly authorized agent of NPG MUSIC PUBLISHING, LLC  
 Name PHAEDRA ELLIS-LAMKINS  
 Number/street 1611 TELEGRAPH AVENUE Apt./suite 600  
 City OAKLAND State CA Zip 94612  
 Phone number \_\_\_\_\_ Fax number \_\_\_\_\_  
 Email DIANA@NPGMUSICPUBLISHING.COM

**10** Return to

SEND TO: Library of Congress, Copyright Office-DOC, 101 Independence Avenue SE, Washington, DC 20559-6000

INCLUDE ALL OF THESE TOGETHER: (1) two copies of this form; (2) payment from a deposit account or by check/mc of Copyrights; (3) your document; (4) if a return receipt is requested, a self-addressed postage-paid envelope; (5) if list, an acceptable digital storage medium containing a title list in the prescribed format.

LC COPYRIGHT  
  
 0 048 019 992 3

# EXHIBIT C

SOV 18675

DECLARATION OF MICHAEL L. ARMSTRONG

As to the following facts, I know them to be true or I believe them to be true. If called upon, I could and would testify to the validity thereto.

1. I am an associate attorney with the law firm of Covington & Crowe, located at 1131 West Sixth Street in Ontario, California.

2. Covington & Crowe represented Plaintiff Rameses America Mercury in a case wholly unrelated to Plaintiff's lawsuit filed against Defendant Prince Rogers Nelson (hereinafter the "subject lawsuit"). Covington & Crowe does not represent Plaintiff in the subject lawsuit.

3. On or about March 24, 1995, Plaintiff telephoned me and requested my assistance in preparing a proof of service for his complaint in the subject lawsuit. I agreed, and directed a member of Covington & Crowe's staff to prepare both the proof of service and prepare Plaintiff's complaint for filing using address information provided by Plaintiff.

4. On or about April 18, 1995, I received a letter from attorney Jerry Edelstein. Prior to receiving this letter, I had never heard of Mr. Edelstein. Mr. Edelstein's letter did not include any written correspondence, but it did include another envelope which was sent via certified mail to Mr. Edelstein with my name and work address as the return address. Inside the envelope contained in Mr. Edelstein's letter was a \$1.00 bill. Completely baffled, I called Mr. Edelstein's law office in an attempt to discover the purpose of the letter. After asking to speak with Mr. Edelstein, I was transferred to a woman who I assumed was Mr. Edelstein's secretary. She informed me that Mr. Edelstein was not available. I asked her if she had any idea why Mr. Edelstein would send me such letter and \$1.00. She stated that she remembered Mr. Edelstein instructing her to send the letter, but did not know why. We then began discussing the possibility of a common client or common legal conflict. She informed me that Mr. Edelstein's clients included recording artists. From my conversations with this woman, I realized for the first time that this letter involved the subject lawsuit.

5. I then telephoned Plaintiff and asked him if he had sent the letter. Plaintiff told me that he feared Mr. Edelstein would deny receiving the complaint. Based on this fear, Plaintiff sent the certified letter to Mr. Edelstein, using the exact address of the complaint, in hopes that Mr.

500 19675

Edelstein would return the letter to the addressor, thereby establishing for this court that Mr. Edelstein received mail at the same address used to mail the complaint. He also explained that he used my name and work address in hopes that Mr. Edelstein would be more likely to return the letter if the addressor was an attorney and not the Plaintiff

6. On May 11, 1995, and upon Plaintiff's request, I telephoned Defendant's business entity (612) 474-8555, the telephone number provided me by Plaintiff. I informed the receptionist who answered the telephone that I am a California attorney and that I was attempting to assist a former client of mine in his pro per civil lawsuit against Defendant. I was transferred to Mr. Mike Caine. I asked Mr. Caine for the name, address, and telephone number of the agent authorized to receive legal process for Defendant Prince Rogers Nelson. Mr. Caine refused to provide the information, stating that "I am not going to help you sue us."

I declare under penalty of perjury that the foregoing is true and correct. Executed this 11th day of May 1995, in Ontario, California.

  
\_\_\_\_\_  
Michael L. Armstrong

# EXHIBIT D



# EXHIBIT E



**LLC-1** **Articles of Organization of a Limited Liability Company (LLC)**

**201406610121**

To form a limited liability company in California, you can fill out this form, and submit for filing along with:

- A \$70 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form.

**Important!** LLCs in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to <https://www.ftb.ca.gov>.

LLCs may not provide "professional services," as defined by California Corporations Code sections 13401(a) and 13401.3.

Note: *Before submitting the completed form, you should consult with a private attorney for advice about your specific business needs.*

**FILED**  
Secretary of State  
State of California

**MAR 06 2014**

*IC*  
This Space For Office Use Only

For questions about this form, go to [www.sos.ca.gov/business/be/filing-tips.htm](http://www.sos.ca.gov/business/be/filing-tips.htm).

LLC Name (List the proposed LLC name exactly as it is to appear on the records of the California Secretary of State.)

① NPG Music Publishing, LLC

*Proposed LLC Name*

The name must include: LLC, L.L.C., Limited Liability Company, Limited Liability Co., Ltd. Liability Co. or Ltd. Liability Company; and may not include: bank, trust, trustee, incorporated, inc., corporation, or corp., insurer, or insurance company. For general entity name requirements and restrictions, go to [www.sos.ca.gov/business/be/name-availability.htm](http://www.sos.ca.gov/business/be/name-availability.htm).

Purpose

② The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

LLC Addresses

③ a. 10960 Wilshire Boulevard, 5th Floor, Los Angeles CA 90024  
*Initial Street Address of Designated Office in CA - Do not list a P.O. Box* *City (no abbreviations)* *State* *Zip*

b. \_\_\_\_\_  
*Initial Mailing Address of LLC, if different from 3a* *City (no abbreviations)* *State* *Zip*

Service of Process (List a California resident or a California registered corporate agent that agrees to be your initial agent to accept service of process in case your LLC is sued. You may list any adult who lives in California. You may not list an LLC as the agent. Do not list an address if the agent is a California registered corporate agent as the address for service of process is already on file.)

④ a. eResidentAgent, Inc.  
*Agent's Name*

b. \_\_\_\_\_ CA  
*Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box* *City (no abbreviations)* *State* *Zip*

Management (Check only one.)

- ⑤ The LLC will be managed by:
- One Manager     More Than One Manager     All Limited Liability Company Member(s)

This form must be signed by each organizer. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of organization.

  
Organizer - Sign here

Erika A. Easter  
Print your name here

Make check/money order payable to: **Secretary of State**  
Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

**By Mail**  
Secretary of State  
Business Entities, P.O. Box 944228  
Sacramento, CA 94244-2280

**Drop-Off**  
Secretary of State  
1500 11th Street, 3rd Floor  
Sacramento, CA 95814



**State of California  
Secretary of State**

L

**STATEMENT OF INFORMATION  
(Limited Liability Company)**

43

Filing Fee \$20.00. If this is an amendment, see instructions.

**IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**FILED**  
Secretary of State  
State of California  
DEC 03 2015

2/20/16  
This Space For Filing Use Only

1. LIMITED LIABILITY COMPANY NAME  
NPG Music Publishing, LLC

**File Number and State or Place of Organization**

2. SECRETARY OF STATE FILE NUMBER  
201406610121

3. STATE OR PLACE OF ORGANIZATION (if formed outside of California)  
CA

**No Change Statement**

4. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no Statement of Information has been previously filed, this form must be completed in its entirety.  
 If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 15.

**Complete Addresses for the Following (Do not abbreviate the name of the city. Items 5 and 7 cannot be P.O. Boxes.)**

| 5. STREET ADDRESS OF PRINCIPAL OFFICE               | CITY        | STATE | ZIP CODE |
|---|-------------|-------|----------|
| 1611 Telegraph Ave., Suite 600                      | Oakland, CA | CA    | 94612    |
| 6. MAILING ADDRESS OF LLC, IF DIFFERENT THAN ITEM 5 | CITY        | STATE | ZIP CODE |
| 1611 Telegraph Ave., Suite 600                      | Oakland, CA | CA    | 94612    |
| 7. STREET ADDRESS OF CALIFORNIA OFFICE              | CITY        | STATE | ZIP CODE |
| 1611 Telegraph Ave., Suite 600                      | Oakland     | CA    | 94612    |

**Name and Complete Address of the Chief Executive Officer, if Any**

| 8. NAME | ADDRESS | CITY | STATE | ZIP CODE |
|---------|---------|------|-------|----------|
|---------|---------|------|-------|----------|

**Name and Complete Address of Any Manager or Managers, or if None Have Been Appointed or Elected, Provide the Name and Address of Each Member (Attach additional pages, if necessary.)**

| 9. NAME               | ADDRESS                        | CITY        | STATE | ZIP CODE |
|-----------------------|--------------------------------|-------------|-------|----------|
| Phaedra Ellis Lamkins | 1611 Telegraph Ave., Suite 600 | Oakland, CA | CA    | 94612    |

| 10. NAME | ADDRESS | CITY | STATE | ZIP CODE |
|----------|---------|------|-------|----------|
|----------|---------|------|-------|----------|

| 11. NAME | ADDRESS | CITY | STATE | ZIP CODE |
|----------|---------|------|-------|----------|
|----------|---------|------|-------|----------|

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and item 13 must be completed with a California address, a P.O. Box is not acceptable. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and item 13 must be left blank.

12. NAME OF AGENT FOR SERVICE OF PROCESS  
eResidentAgent, Inc. C270 2827

| 13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL | CITY | STATE | ZIP CODE |
|--|------|-------|----------|
|  |      | CA    |          |

**Type of Business**

14. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY  
Administration of Music Publishing

15. THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

12/01/2015  
DATE

Erika Easter  
TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

Authorized Person  
TITLE

SIGNATURE



**State of California  
Secretary of State**

L

**STATEMENT OF INFORMATION  
(Limited Liability Company)**

41

Filing Fee \$20.00. If this is an amendment, see instructions.

**IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

A

**FILED**  
Secretary of State  
State of California  
JAN 27 2016

*1/NF/PC*  
This Space For Filing Use Only

1. LIMITED LIABILITY COMPANY NAME  
NPG Music Publishing, LLC

**File Number and State or Place of Organization**

2. SECRETARY OF STATE FILE NUMBER **201406610121** 3. STATE OR PLACE OF ORGANIZATION (if formed outside of California)  
CA

**No Change Statement**

4. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no Statement of Information has been previously filed, this form must be completed in its entirety.  
 If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 15.

**Complete Addresses for the Following (Do not abbreviate the name of the city. Items 5 and 7 cannot be P.O. Boxes.)**

| 5. STREET ADDRESS OF PRINCIPAL OFFICE               | CITY           | STATE | ZIP CODE |
|---|----------------|-------|----------|
| 7801 Audubon Road                                   | Chanhassen, MN |       | 55317    |
| 6. MAILING ADDRESS OF LLC, IF DIFFERENT THAN ITEM 5 | CITY           | STATE | ZIP CODE |
| 7801 Audubon Road                                   | Chanhassen, MN |       | 55317    |
| 7. STREET ADDRESS OF CALIFORNIA OFFICE              | CITY           | STATE | ZIP CODE |
| 1877 Vintage Lane                                   | Farfield       | CA    | 94534    |

**Name and Complete Address of the Chief Executive Officer, if Any**

| 8. NAME | ADDRESS | CITY | STATE | ZIP CODE |
|---------|---------|------|-------|----------|
|         |         |      |       |          |

**Name and Complete Address of Any Manager or Managers, or if None Have Been Appointed or Elected, Provide the Name and Address of Each Member (Attach additional pages, if necessary.)**

| 9. NAME               | ADDRESS           | CITY           | STATE | ZIP CODE |
|-----------------------|-------------------|----------------|-------|----------|
| Phaedra Ellis Lamkins | 7801 Audubon Road | Chanhassen, MN |       | 55317    |
| 10. NAME              | ADDRESS           | CITY           | STATE | ZIP CODE |
|                       |                   |                |       |          |
| 11. NAME              | ADDRESS           | CITY           | STATE | ZIP CODE |
|                       |                   |                |       |          |

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address, a P.O. Box is not acceptable. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1506 and Item 13 must be left blank.

12. NAME OF AGENT FOR SERVICE OF PROCESS  
eResidentAgent, Inc. *C2702927*

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE  
CA

**Type of Business**

14. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY  
Administration of Music Publishing

15. THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

01/26/2016 Erika Easter Authorized Person *Erika Easter*  
DATE TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM TITLE SIGNATURE

# EXHIBIT F

**Emirates and Saudia**  
Management and Economic Consultancy



**الإمارات والسعودية**  
للإستشارات والدراسات الإدارية والإقتصادية



**Declaration and Power of Attorney**

We, hereby as **Emirates and Saudia Management and Economic Consultancy** as a mother company and its group of companies represented by Dr. Mohamed Ben Mohamed El Shazly, KSA Nationality and by its General Manager Mr. Wael Bahaa El Din Ahmed, Egyptian Nationality. We are, with full authority, from the Board of Directors, declaring our authorization for Mr. Rodney H. Dixon, Passport # [REDACTED], USA Nationality to represent **Emirates and Saudia Management and Economic Consultancy and its group of companies**; Emirates and Saudia Contracting Co. , Emirates and Saudia General Trading and Enterprise Co., Emirates and Saudia Real Estate & Development Co.

Mr. Rodney H. Dixon Has been appointed from our side to represent our company and its group of companies, in USA and establish an office representing **Emirates and Saudia Management and Economic Consultancy and its group of companies** and also to establish branches in any of the States of USA subject to previous informing from him to the head quarter in Sharjah.

Mr. Rodney is authorized to take any actions seem suitable for him on behalf of the companies according to a previous declared policies of the Companies. Also he is authorized to get projects for the companies to participate in them and getting the Company or its groups to be a strategic partner to other companies or group of companies. Generally he has the right to take the suitable activities which he sees fruitful for the Company's sake.

Signature

