



BASSFORD REMELE

ROBIN ANN WILLIAMS
SHAREHOLDER
T 612.376.1631
F 612.746.1231
RAWILLIAMS@BASSFORD.COM

REDACTED

July 3, 2017

Via e-file

The Honorable Kevin Eide
Judge of the District Court
Carver County Justice Center
604 East Fourth Street
Chaska, MN 55318

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

Dear Judge Eide:

This letter responds to UMG's letter, filed with the Court at 8:26 p.m. on the Friday before a four-day holiday weekend. While we are loathe to continue the parties' pattern of filing responsive letters, we are compelled to respond briefly to a number of inaccuracies in UMG's latest letter, and we thank the Court for the opportunity to do so.

First, the email string between Londell McMillan and Jeff Harleston contemplated the dispute at the heart of the proposed UMG contract rescission. Mr. McMillan and Mr. Harleston were speaking of closing a deal on *all* issues related to [REDACTED]. The email discussion was not referencing only [REDACTED] (As an aside, the [REDACTED] is undisputed. Contrary to what is implied in UMG's latest letter, UMG's Marc Cimino and Michele Anthony always knew this. That [REDACTED] was not an open question that was "a bit complicated," a phrase used in Mr. Harleston's email. Mr. Harleston had to be referring to [REDACTED] by that phrase. Mr. McMillan confirmed [REDACTED] for Mr. Harleston as well, as multiple UMG executives were negotiating on behalf of UMG. But [REDACTED] was not a "complicated" issue, nor was it the only subject matter of the email string.)

Second, the warranties cited by UMG to avoid application of Paragraph 1.8 are, in fact, undone by [REDACTED] (at Paragraphs 15 and 15.1) and by Paragraph 15.2.4 of the warranties, [REDACTED] that carves out an exception for disputes addressed by Paragraph 1.8.

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Third, while perhaps culturally interesting (though factually incorrect), Jay-Z's view of Mr. McMillan is not legally relevant, other than to note that Jay-Z himself is competing for rights to distribute Prince's music, and [REDACTED] inures to Jay-Z's benefit.

Fourth, Mr. McMillan did not violate the rules of professional responsibility governing lawyers because, while engaged by Bremer Trust as an adviser to the estate, he was not acting as a lawyer.

Last, Mr. McMillan had direct contact with UMG pursuant to the Court's June 15, 2017 Order, at Paragraph 4, in which the Court instructed the parties to attempt to persuade UMG of the correctness of their positions. He did not provide a copy of the WBR agreement to UMG, nor disclose terms of the WBR agreement except for general discussion of the WBR agreement as it bears (or does not bear) on UMG's rights. Most of what Mr. McMillan discussed was already available in public court filings or in the national or trade press.

Very truly yours,

/s/

Robin Ann Williams

RAW:vlc

cc: Laura E. Halferty (*via Odyssey*)
Mark W. Greiner (*via Odyssey*)
Justin Bruntjen (*via Odyssey*)
Randall W. Sayers (*via Odyssey*)
Armeen Mistry (*via Odyssey*)
Jeffrey Kolodny (*via Odyssey*)
James Clay (*via Odyssey*)
L. Londell McMillan (*via email*)