

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

FIRST JUDICIAL DISTRICT
PROBATE DIVISION

In the Matter of:

Court File No. 10-PR-16-46

Judge Kevin W. Eide

Estate of Prince Rogers Nelson,

DECLARATION OF JASON BOYARSKI

Decedent.

PUBLIC REDACTED VERSION

I, Jason Boyarski, declare and state as follows:

1. I am a founding partner at Boyarski Fritz LLP, a full service entertainment, media and intellectual property-oriented law firm. I have been a lawyer and executive in the entertainment industry for twenty-one (21) years. Boyarski Fritz LLP has continuously represented the Estate of Prince Rogers Nelson (“Estate”) on entertainment and intellectual property matters since it was retained by Bremer Trust, N.A. during 2016.

2. After multiple attempts to engage with Warner Chappell Music Italiana S.r.l. (“Warner Chappell”) through Warner Chappell’s counsel, Comerica Bank & Trust, N.A. (“Comerica”) asked me to attempt to create a dialogue with Warner Chappell so that the parties could explore settlement. I also assisted in a search to retain specialized music-related litigation counsel in Europe. Based on relationships I developed during my practice and while working for one of Warner Chappell’s affiliates, I reached-out and held discussions with contacts at Warner Chappell’s U.S. based-affiliate. Based on those discussions, Warner Chappell made an offer to me on May 29, 2020 to resolve the world-wide dispute (the “Bergonzi Litigation”) arising out of the song “The Most Beautiful Girl in the World” (the “Song”). Specifically, Warner Chappell

offered to resolve the case for a payment by the Estate of [REDACTED] and a [REDACTED] split in favor of Warner Chappell of the interest in the copyright for the Song.

3. Although our billings related to the matter were not substantial, we were intimately involved in the resolution of the Bergonzi Litigation. The settlement agreement the Estate reached with Warner Chappell and related parties involved the negotiation and division of world-wide copyright, songwriter, and publishing rights. Our advice was important during the negotiation and drafting of the memorandum of understanding and long-form settlement agreement to ensure the Estate understood and protected its rights with respect to the Song and its other intellectual property assets.

4. While our firm has a specialty in entertainment transactions, the firm's expertise relates to transactions across all intellectual property rights, settlements, professional services, and as well as advice on intellectual property issues and rights. Even when a matter is, at its core, related to litigation or to "Advisors and Consultants" of the Estate, Comerica uses the firm's expertise where appropriate to the applicable matter because of the intersection with entertainment or intellectual property matters.

5. One of the items that Sharon, John, and Norrine Nelson, L. Londell McMillan, and Charles Spicer (the "Objectors") criticize related to my firm's invoices is the legal services we provided related to a location agreement. Items like the location agreement in question, amongst many other deals that the firm handles for the Estate, become complicated and require our involvement when opposing counsel seeks rights that the Estate is not prepared to provide, not to mention, to assure that the Estate is granting rights it is able to grant given other contractual commitments. In that instance, the production was seeking what was akin to a co-development agreement and was not a typical location agreement. It also involved several different parties, including both a television network and a production company. My firm not only had to negotiate

with opposing counsel but also assure the Estate's dealings did not violate other pre-existing obligations, such as the Estate's agreement with [REDACTED]. The firm spent significant time with opposing counsel and with the Personal Representative unraveling and correcting the language such that the Estate was only granting limited rights in connection with the project.

6. The Objectors also critique my firm's involvement negotiating certain non-disclosure agreements. With respect to NDAs, Comerica does negotiate and prepare relatively straight-forward NDAs without using legal counsel. However, when a transaction involves exploitation of the Estate's intellectual property assets, Comerica uses our firm to ensure the protection of those assets, as well as that the Estate does not inadvertently grant conflicting rights to multiple parties.

7. The Objectors also criticize the legal services my firm provided related to providing advice related to, negotiating, and drafting an agreement for a [REDACTED]. That project was a very unique and complicated transaction involving a plethora of rights including name/image/likeness, approval rights, music use, and a complicated financial royalty calculations, among others. In line with the mission of treating the Estate as a high status international brand, our firm, acting under direction from Comerica, sought improvements on many terms and conditions that were better than its partner's precedent and in-line with this deal being important to Prince's global brand imaging. The transaction resulted in a minimum guaranteed fee of [REDACTED], as well as significant additional royalties and at least a [REDACTED] consulting pool for the Heirs of the Estate.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Dated: August 11, 2021

s/ Jason Boyarski
Jason Boyarski