

# **EXHIBIT A**

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STATE OF MINNESOTA  
COUNTY OF CARVER

DISTRICT COURT  
FIRST JUDICIAL DISTRICT  
PROBATE DIVISION

In Re: Estate of Prince Rogers Nelson,

Court File No. 10-PR-16-46

Decedent.

**PETITION OF ROC NATION LLC  
FOR ALLOWANCE OF CLAIM  
AND ADDITIONAL RELIEF**

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Roc Nation LLC ("Roc Nation"), for itself and on behalf of its affiliated organizations (collectively, the "Petitioners"), hereby states the following in support of their petition: (i) for allowance of Petitioners' Claim asserted on May 27, 2016; and (ii) to grant Petitioners access to information concerning Bremer Trust, N.A.'s (the "Special Administrator") business dealings in its capacity as Special Administrator.

1. **Claimant's Information.** I am a claimant in this matter. My name and address are:

Roc Nation LLC  
c/o Reed Smith LLP  
599 Lexington Avenue  
New York, New York 10022

2. **Amount of Claim.** The decedent is Prince Rogers Nelson (the "Decedent"). The Decedent's estate (the "Estate") is and/or will become indebted to Petitioners in an amount to be determined at trial.
3. **Nature of Claim.** The nature of the claim is: Written Contract for services and distribution of intellectual property as modified by subsequent writings, course of dealing between the parties and oral understandings and agreements. The nature and extent of the claim is set forth with greater particularity in Petitioners' letter to the Special

Administrator dated May 27, 2016 (the "Notice of Claim") and the letter from my attorney, Rodney J. Mason, Ltd., dated October 21, 2016 that was sent to the Court and filed with the Court on the same date. The Special Administrator emailed to my attorney a Notice of Disallowance of Purported Claim for the claims set forth in the letter of May 27, 2016, the letter to the Special Administrator dated October 17, 2016, and the letter filed with this Court on October 21, 2016. The claim is further set forth in the Statement of Unsecured Claim filed herein on November 7, 2016.

4. **Date of Claim.** The Decedent died on April 21, 2016. The claim arose on or about July 19, 2015, prior to the Decedent's death.
5. **No Security Interest.** The claim is unsecured.
6. **Existence of Contract.** The claim is based on a contract and a course of dealing between the parties. The contract does not include accrual of interest.
7. **Due Date.** The claim will be due and payable at a future date.
8. **Contingencies of Claim.** The claim is not contingent but is unliquidated. The claim is unliquidated because it depends on the value of future services and distribution rights.
9. **Validity of Claim.** Petitioners were known creditors by reason of written contract, a course of dealing between Petitioners and Decedent or entities controlled by Decedent, and a claim was presented as described in Paragraph 3 above.
10. Pursuant to this Court's Register of Actions, the deadline for submitting claims against the Estate was September 10, 2016.

11. As set forth in the Notice of Claim, Petitioners gave written notice of their contractual claims to the Special Administrator no later than May 27, 2016.
12. The Notice of Claim is adequate and sufficient notice of claim within the meaning of Minn. Stat. Sec. 524.3-804, as Petitioners mailed a written statement of their claim to the Special Administrator on May 27, 2016, indicating the basis of the claim.
13. Pursuant to Minn. Stat. Sec 524.3-806, “failure of the personal representative to mail notice to a claimant of action on the claim for two months after the time of original presentation of the claim has expired has the effect of a notice of allowance.” See Minn. Stat. Sec 524.3-806.
14. The Special Administrator did not formally object to the Notice of Claim, by disallowance of the claim or otherwise, within two months of the date of the Notice of Claim, as required under Minn. Stat. Sec 524.3-806.
15. In fact, nearly five (5) months after Petitioners submitted their Notice of Claim, the Special Administrator belatedly attempted to disallow Petitioners’ claim by letter and notice of disallowance dated October 25, 2016 (the “October 25 Letter”).
16. Notably, the October 25 Letter from counsel for the Special Administrator implicitly acknowledged that Petitioners had made claims against the Estate on May 27, 2016, October 17, 2016 and October 21, 2016. Thus, at the very least, the letter dated May 27, 2016 which underlies the Notice of Claim was timely and received by the Special Administrator.

17. On November 7, 2016, Petitioners filed their Statement of Unsecured Claim, setting forth, among other things, the nature and status of Petitioners' claim.
18. Pursuant to the October 25 Letter, Petitioners' claim will be barred unless a petition for allowance is filed with the Court or Petitioners commence a proceeding against the Special Administrator not later than two months after the mailing of the notice.
19. Petitioners now timely bring this petition pursuant to Minn. Stat. Sec 524.3-806, and respectfully request that this Court declare the allowance of Petitioners' claim.
20. **Claim Already Allowed As a Matter of Law.** The Special Administrator's failure to timely disallow the claim for which Petitioners gave notice by letter dated May 27, 2016 had the legal effect of an allowance of the claim pursuant to Minnesota Statutes, Section 524.3-806, subject to Petition for Disallowance of Claim Previously Allowed. In any event, Petitioners were known creditors for purposes of giving notice and did not receive notice. In the alternative, Petitioners should be given leave to make a late claim on the grounds that there will be no prejudice to the Estate and indeed a benefit to the Estate by reason of permitting Petitioners' claim, as well as because leave to file a late claim is to be freely granted.
21. **Further Particulars of Petitioners' Claim.** Petitioners' claim concerns musical assets previously controlled and owned by entities associated with the Decedent and now purportedly controlled by the Estate (the "Musical Assets").
22. At the heart of Petitioners' claim is their contractual rights relating to Petitioners' streaming, distribution, exploitation and other rights in connection with the Musical

Assets. Petitioners' rights, in part, resulted from Decedent's business relationship with TIDAL, the artist-owned streaming service started by Shawn Carter, professionally known as Jay-Z.

23. In July 2015, in anticipation of a forthcoming exclusive streaming relationship between TIDAL and Decedent, Petitioners and Decedent (and his respective licensing entities) entered into an Equity Term Sheet ("Equity Term Sheet"), setting forth preliminary terms governing the relationship between the relevant parties.
24. Pursuant to the Equity Term Sheet, Decedent committed to granting TIDAL worldwide digital streaming rights (interactive and non-interactive) to certain committed content consisting of Decedent's next two (2) newly recorded and previously unreleased full-length studio albums (and the associated videos and singles) (each an "Artist Album" and collectively, the "Committed Content"), and to providing such Committed Content within five years.
25. The Decedent also agreed to cause NPG Music Publishing, Decedent's publishing designee, to license to Petitioners the music publishing rights, for streaming and other authorized exploitations on TIDAL, including the Committed Content.
26. Further, pursuant to the Equity Term Sheet, the parties anticipated an "exclusivity period" whereby each Artist Album would stream exclusively on TIDAL for a period of ninety days. During this period, each Artist Album would not be available to or accessible by the public in any format or by any distribution method except through streaming on TIDAL.

27. Importantly, Decedent agreed that from the date of the Equity Term Sheet until its termination or for a period of five years, Decedent would not approve, assent, consent to or grant to any digital music service anywhere in the world other than Petitioner, exclusive rights with respect to Decedent's music or music-related audiovisual content or (ii) the right to use of Decedent's name and/or likeness to promote, advertise or market such other digital music service." The Equity Term Sheet defined "digital music service" to mean:

Any entity, platform or online service that allows users to stream (interactive or non-interactive) or download (tethered or permanent) music or music-related audiovisual content or in any way manner listen to music or view music-related audiovisual content, whether using technology now known or hereafter devised, regardless of streaming protocol, file format or receiving device, but excluding the digital transmission of a terrestrial radio broadcast by the originating broadcaster. Without limiting the preceding sentence, "digital music service" shall include, without limitation, iTunes, Apple Music, Spotify, Google Play, Rdio, Deezer, Rhapsody and Amazon Music.

28. The Equity Term Sheet also contemplated a relationship between Decedent (for himself and entities associated with Decedent) and TIDAL that included activities outside of streaming albums on TIDAL.
29. In exchange for the rights granted to Petitioners under the Equity Term Sheet, Mr. Nelson was to receive, among other things, an advance payment as well as streaming royalties.
30. In addition to the Equity Term Sheet, Decedent entered into various agreements to further memorialize Decedent's exclusive relationship with Petitioners and TIDAL, including, but not limited to, an exclusive worldwide distribution agreement between Petitioners' licensors, Aspiro AB as assignee of WiMP Music AS and NPG Records, Inc. ("NR") and

NPG Music Publishing, LLC ("NPG Music Publishing"), (together with NR, "NPG"), dated August 1, 2015 (as thereafter amended, the "Distribution Agreement").

31. The Distribution Agreement provides that its term is the longer of three years or full recoupment of monies advanced under the Distribution Agreement. As neither of these milestones has yet occurred, the Distribution Agreement remains in full force and effect.
32. When read together, the Equity Term Sheet and the Distribution Agreement set forth the terms on which Decedent and NPG (and other applicable parties acting on Decedent and NPG's behalves) conveyed to Petitioners a contractual right to, among other things:
  - Exclusively stream the Decedent's two-phased album "HITnRUN" (the "First Album") and one additional newly recorded and previously unreleased full-length studio album (and the associated videos and singles) (the "Second Album") for a period of ninety (90) days each;
  - Exploit the First Album and the Second Album (and related artwork) in any and all media (including without limitation, all physical and digital rights);
  - On a non-exclusive basis, to digitally stream the First Album and the Second Album after the ninety day exclusivity period; and
  - The exclusive right to remix the second phase of the First Album.
33. Petitioners also have the right to exclusively stream the Decedent's entire catalogue of music, with certain limited exceptions, on the TIDAL streaming service pursuant to subsequent agreements and a course of dealing between the parties.
34. Additionally, the Distribution Agreement provides that any and all exploitations of the First Album (including the masters, artwork, advertising, marketing, promotion and all related budgets) other than via TIDAL's streaming service, will require mutual approval by NR and TIDAL.

35. Petitioners have an interest in the Estate because the Estate now purportedly holds and controls the Musical Assets and rights related thereto to which Petitioners possess contractual and other rights. As such, Petitioners are “interested persons” within the meaning of Minnesota Law Section 524.1.
36. **Additional Relief Requested.** In addition to allowance of their claim, Petitioners also seek relief on the basis that the Special Administrator is not following the procedures and protocols established by the Court by prior Order.
37. By Order dated April 27, 2016 (the “Appointment Order”), this Court formally appointed Bremer Trust, National Association as the Special Administrator of the Estate.
38. By operation of Minn. Stat. § 524.3-617 and this Court’s Letters of Special Administration dated April 27, 2016, the Special Administrator has the limited authority to “manage and supervise the Decedent’s assets and determine the identity of the Decedent’s heirs. The appointment shall continue for the lesser of 6 months or until a Petition for General Administration is filed and Personal Representative is appointed.”
39. Furthermore, Minnesota’s Probate Code extends authority to Special Administrators to act reasonably for the benefit of the interested persons by performing Decedent’s enforceable contracts disposing of assets, and effecting fair and reasonable compromises. See Minn. Stat. § 524.3-715.
40. By Order dated October 25, 2016, this Court extended the appointment of Special Administrator until January 2, 2017 (the “Extension Order”). Notably, the Extension

Order only extended the term of the Special Administrator's appointment but did not expand the authority of the Special Administrator.

41. By Order dated August 30, 2016 (the "Protocol Order"), this Court adopted a modified protocol that further limited the manner in which the Special Administrator could enter into confidential business agreements that would sell (or "exploit" as that term is commonly understood in the music industry) any asset of the Estate for more than \$50,000.

42. The Protocol Order states in relevant part:

1. The Special Administrator will provide reasonable notice during the normal course of business under the circumstances of any such proposed agreement, which the Special Administrator expects to be a) 24 hours for any agreement more than \$50,000 but less than \$100,000, or with a term of less than 100 days ("Minor Deal"); and b) no less than 48 hours for any agreement \$100,000 or more, or with a term of more than 100 days ("Major Deal"). However, "reasonable notice" may be more or less than this expected amount of time.

2. Before entering into any such proposed agreement, the Special Administrator will provide a copy of the proposed agreement to attorneys for potential heirs on an attorneys' eyes only basis in accordance with the time periods set forth in Paragraph 1 or as soon as practicable.

43. Thus, the Special Administrator is required to submit to the heirs of the Estate any and all proposed agreements purporting to exploit, for example, any of the Musical Assets.

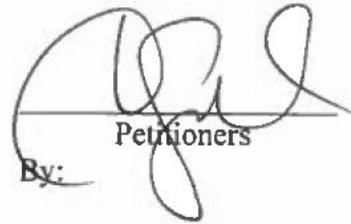
44. As widely disseminated by the media, the Special Administrator has recently entered into a distribution agreement with Universal Music Publishing Group related to, among other things, the exploitation of Decedent's Musical Assets (the "UMPG Deal").

45. While Petitioners lack knowledge as to whether the Special Administrator submitted the UMPG Deal to the heirs for their consideration and comment prior to entering into the deal, Petitioners were not contacted about this deal, and have no knowledge of its terms.
46. Petitioners are concerned that the Special Administrator may be negotiating with third parties concerning the digital streaming of the Musical Assets, or other rights to exploit the Musical Assets, which prospective arrangements may contravene or negatively impacts the rights of Petitioners. Counsel for the Special Administrator has declined to confirm to Petitioners whether the Special Administrator is in the process of finalizing any such potential deals, and has refused to provide documents and information to Petitioners.
47. The Special Administrator is actively shielding its business dealings from the public and interested parties, including the Petitioners. To this end, the Special Administrator has continued to petition this Court to file the details of important information under seal.
48. In an effort to protect its contractual rights concerning the Musical Assets, Petitioners sought to engage the Special Administrator in discussions concerning current business dealings.
49. The Special Administrator has refused to offer any information to Petitioners concerning the Special Administrator's current business dealings.
50. Due to the manner in which the Special Administrator is conducting business concerning the Estate, Petitioners respectfully request access to any and all information within the possession of the Special Administrator concerning the distribution or exploitation of the

Musical Assets, and further request that Petitioners be given advanced notice of any agreements or business dealings that may affect Petitioners' claim and interest in the Estate.

51. In conclusion, Petitioners respectfully request an Order: (i) declaring that Petitioners' claim asserted on May 27, 2016, October 17, 2016, and October 21, 2016 is allowed; and (ii) granting Petitioners access to information concerning the Special Administrator's business dealings concerning the Estate.
52. I declare under penalties of perjury that this petition has been examined by me and that its contents are true, accurate, and complete to the best of my information, knowledge and belief. I further affirm that I am duly authorized to make this petition on behalf of Petitioners.

**Dated:** November 11, 2016

By:   
Petitioners

**Drafted by:**

Rodney J. Mason, #68378  
Kirstin E. Helmers, #0388124  
RODNEY J. MASON, LTD.  
332 Minnesota Street, Suite W-3070  
St. Paul, MN 55101  
651-224-5343  
651-224-5711 fax  
rmason@rodnejmason.com  
khelmers@rodnejmason.com  
**Attorneys for Petitioner Roc Nation LLC**

**In association with:**

Jordan W. Siev, Esq.  
Christopher P. Hoffman, Esq.  
REED SMITH LLP  
599 Lexington Avenue

New York, NY 10022  
212-521-5400  
212-521-5450  
jsiev@reedsmith.com  
choffman@reedsmith.com

# **EXHIBIT B**

**Maller, Rebecca D**

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**From:** Hoffman, Christopher P.  
**Sent:** Wednesday, August 30, 2017 5:02 PM  
**Subject:** FW: In re Estate of Prince Rogers Nelson (Court File No. 10-PR-16-46)  
**Attachments:** Petitioners\_ Notice of Deposition of Troy Carter Pursuant to MRCP 30.02 ....pdf;  
Petitioners' First Request for Production of Documents to the Personal R....pdf

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**From:** Hoffman, Christopher P.  
**Sent:** Wednesday, April 26, 2017 6:59 PM  
**To:** 'Friedemann, Lora' ([lfriedemann@fredlaw.com](mailto:lfriedemann@fredlaw.com))  
**Cc:** Siev, Jordan W.; Maller, Rebecca D; 'Rod Mason' ([rmason@masonhellers.com](mailto:rmason@masonhellers.com)); 'Rondoni Tavernier, Anne'; 'Cassioppi, Joseph'  
**Subject:** RE: In re Estate of Prince Rogers Nelson (Court File No. 10-PR-16-46)

Lora –

Attached please find Petitioners' First Request for the Production of Documents as well as a Notice of Deposition for Troy Carter.

Christopher P. Hoffman  
212.205.6109  
[choffman@reedsmith.com](mailto:choffman@reedsmith.com)

Reed Smith LLP  
599 Lexington Avenue  
New York, NY 10022

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**From:** Hoffman, Christopher P.  
**Sent:** Friday, April 21, 2017 3:50 PM  
**To:** 'Friedemann, Lora' ([lfriedemann@fredlaw.com](mailto:lfriedemann@fredlaw.com))  
**Cc:** Siev, Jordan W.; Maller, Rebecca D; Rod Mason ([rmason@masonhellers.com](mailto:rmason@masonhellers.com)); Rondoni Tavernier, Anne; Cassioppi, Joseph  
**Subject:** RE: In re Estate of Prince Rogers Nelson (Court File No. 10-PR-16-46)

Lora –

Pursuant to MRCP 45.01(e), attached please find a copy of Petitioners' third party subpoena to Spotify USA Inc.

Thanks.

Christopher P. Hoffman  
212.205.6109  
[choffman@reedsmith.com](mailto:choffman@reedsmith.com)

Reed Smith LLP  
599 Lexington Avenue  
New York, NY 10022

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**From:** Friedemann, Lora [<mailto:lfriedemann@fredlaw.com>]  
**Sent:** Thursday, April 20, 2017 5:20 PM  
**To:** Hoffman, Christopher P.  
**Cc:** Siev, Jordan W.; Maller, Rebecca D; Rod Mason ([rmason@masonhellers.com](mailto:rmason@masonhellers.com)); Rondoni Tavernier, Anne; Cassioppi, Joseph  
**Subject:** RE: In re Estate of Prince Rogers Nelson (Court File No. 10-PR-16-46)

Chris,

Attached please find the Personal Representative's Initial Disclosures.

Lora

**Lora M. Friedemann**  
*Chair, IP Division*

**Fredrikson & Byron, P.A.**  
**200 South Sixth Street, Suite 4000**  
**Minneapolis, MN 55402-1425**  
**Direct Dial: 612.492.7185**  
**Main Phone: 612.492.7000**  
**Assistant: 612.492.7702**

*Find me at: [PatentWatch](#), [Minnesota's Patent Litigation Bulletin](#)*

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**From:** Hoffman, Christopher P. [<mailto:CHoffman@ReedSmith.com>]  
**Sent:** Wednesday, April 19, 2017 6:10 PM  
**To:** Friedemann, Lora  
**Cc:** Siev, Jordan W.; Maller, Rebecca D; Rod Mason ([rmason@masonhellers.com](mailto:rmason@masonhellers.com)); Rondoni Tavernier, Anne; Cassioppi, Joseph  
**Subject:** In re Estate of Prince Rogers Nelson (Court File No. 10-PR-16-46)

Lora –

Attached please find Petitioners' Initial Disclosures Pursuant to Minn. R. Civ. P. 26.01(a).

Thanks.

Christopher P. Hoffman  
212.205.6109  
[choffman@reedsmith.com](mailto:choffman@reedsmith.com)

Reed Smith LLP  
599 Lexington Avenue  
New York, NY 10022

\* \* \*

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STATE OF MINNESOTA  
COUNTY OF CARVER

DISTRICT COURT  
FIRST JUDICIAL DISTRICT  
PROBATE DIVISION

In Re: Estate of Prince Rogers Nelson,  
  
Decedent.

Court File No. 10-PR-16-46

**NOTICE OF DEPOSITION  
OF TROY CARTER**

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TO: Comerica Bank & Trust, N.A., in its capacity as personal representative (the "Personal Representative") for the estate of Prince Rogers Nelson (the "Estate") and its counsel, Fredrikson & Byron, P.A., 200 South Sixth Street, Suite 4000, Minneapolis, MN, 55402-1425.

**PLEASE TAKE NOTICE** that pursuant to Rule 30.02 of the Minnesota Rules of Civil Procedure, Petitioners Roc Nation LLC ("Roc Nation"), Aspiro AB ("Aspiro"), WiMP Music AS ("WiMP") and Project Panther, Ltd. ("Project Panther," collectively with WiMP, Aspiro and Roc Nation, "Petitioners"), by and through their attorneys, will take the deposition by oral examination of **Troy Carter** in connection with the above-referenced matter, on June 1, 2017, 9:30 a.m. CST, at the offices of Mason & Helmers, 332 Minnesota Street, Suite W-3070, St. Paul, Minnesota, 55101, or at another date and time mutually agreed upon by the parties. The deposition will be taken by and before a notary public or another officer authorized to administer oaths and will continue day to day thereafter until the same shall be completed. You are hereby notified, pursuant to Rule 30.02(b) of the Minnesota Rules of Civil Procedure, that the deposition will be taken by stenographic means and recorded by audio and video electronic recording.

The Deponent is commanded to produce to Petitioners two weeks prior to the deposition the documents as described in Exhibit A, attached hereto, regarding the above-referenced case.

Dated: April 26, 2017

/s/ Rodney J. Mason

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Rodney J. Mason, #68378  
Kirstin E. Helmers, #0388124  
MASON & HELMERS  
332 Minnesota Street, Suite W-3070  
St. Paul, MN 55101  
651-224-5343  
651-224-5711 fax  
rmason@rodnejmason.com  
khelmers@rodnejmason.com

*Attorneys for Petitioners*

In association with:

Jordan W. Siev  
Christopher P. Hoffman  
REED SMITH LLP  
599 Lexington Avenue  
New York, NY 10022  
212-521-5400  
jsiev@reedsmith.com  
choffman@reedsmith.com

**EXHIBIT A**

1. Any and all documents concerning Petitioners including, but not limited to, documents pertaining to Petitioners' rights to exploit the musical assets of Prince Rogers Nelson through digital streaming and Petitioners' rights to use Mr. Nelson's name and/or likeness in connection with the promotion, advertising or marketing of such musical works for digital streaming.
2. Any and all documents and communications concerning the identification or scope of Your role, capacity and/or responsibilities with the Estate, and actual or potential compensation by the Estate, including any agreements governing such role, capacity, responsibilities, and/or actual or potential compensation.
3. Any and all documents or communications to or from You concerning (a) Petitioners, or (b) Petitioners' rights in connection with the Musical Works including, but not limited to, any documents obtained from the Personal Representatives that were produced to the Personal Representative by any of Petitioners.

**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the above document was served upon the following  
counsel for the Personal Representative by electronic mail on April 26, 2017:

Mark W. Greiner  
Karen Sandler Steinert  
Lora Friedmann  
Joseph J. Cassioppi  
Fredrikson & Byron, P.A.  
200 South Sixth Street, Suite 4000  
Minneapolis, MN, 55402-1425  
[mgreiner@fredlaw.com](mailto:mgreiner@fredlaw.com)  
[ksteinert@fredlaw.com](mailto:ksteinert@fredlaw.com)  
[lfriedemann@fredlaw.com](mailto:lfriedemann@fredlaw.com)  
[jcassioppi@fredlaw.com](mailto:jcassioppi@fredlaw.com)

/s/ Christopher P. Hoffman  
Christopher P. Hoffman

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STATE OF MINNESOTA  
COUNTY OF CARVER

DISTRICT COURT  
FIRST JUDICIAL DISTRICT  
PROBATE DIVISION

In Re: Estate of Prince Rogers Nelson,

Court File No. 10-PR-16-46  
Honorable Kevin W. Eide

Decedent.

**PETITIONERS' FIRST REQUEST FOR  
PRODUCTION OF DOCUMENTS TO  
COMERICA BANK & TRUST, N.A.  
(PERSONAL REPRESENTATIVE)**

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To:

Mark W. Greiner  
Karen Sandler Steinert  
Joseph J. Cassioppi  
Lora Friedemann  
FREDRIKSON & BYRON, P.A.  
200 South Sixth Street, Suite 4000  
Minneapolis, MN 55402-1425  
*Attorneys for Comerica Bank & Trust, N.A.*

**YOU WILL PLEASE TAKE NOTICE** that pursuant to Rule 34 of the Minnesota Rules of Civil Procedure, made applicable to this probate proceeding pursuant to Section 524.1-304 of the Minnesota Probate Code, as well as pursuant to the Court's Findings of Fact, Conclusions of Law, Order & Memorandum on Roc Nation's Petition for Allowance of Claim and Additional Relief, dated January 31, 2017, **PETITIONERS ROC NATION LLC, ASPIRO AB, WIMP MUSIC AS and PROJECT PANTHER, LTD.** (collectively, "Petitioners") hereby request and demand that **COMERICA BANK & TRUST, N.A.** and its attorneys produce for inspection and copying at the offices of Mason & Helmers (f/k/a Rodney J. Mason, Ltd.), 332 Minnesota Street, Suite 3070, St. Paul, Minnesota 55101 within thirty (30) days, all documents hereby requested. This is an ongoing request, now and hereafter, for production of all documents or things known in existence or hereafter obtained at any time prior to the final entry of judgment in the above-entitled matter. Petitioners expressly reserve the right to propound additional requests for the production of documents.

Pursuant to Minn. R. Civ. P. 5.01, you are required to serve your responses to Petitioners' First Request for Production of Documents (the "Request for Production") upon Petitioners and all other parties who have appeared in this matter and their attorneys.

## **DEFINITIONS**

1. The term “communications” shall refer to any written or oral communication, correspondence, discussion, contact, exchange, transmittal of information (in the form of facts, ideas, inquiries or otherwise), whether written or oral, including, but not limited to, writings, letters, notes, handwritten notes, e-mails, notices, messages, memoranda, oral conversations, conversations or discussions by telephone or by computer, including text messages, iMessages, BlackBerry Messenger messages, or other messages transmitted between computers and/or mobile electronic devices, or disseminated through any sort of social media website or blog, or other exchange of information in any form, as well as any notes or recordings of them. This term includes all “documents” as defined herein.

2. The term “documents” shall have the broadest possible meaning of “document” and “things” as set forth in Rule 34 of the Minnesota Rules of Civil Procedure, and applies to any written, printed, typed, or other graphic or photographic matter of any nature, any audio or video recordings, computer data physical or electronically stored information including, but not limited to, writings, drawings, graphs, charts, photographs, sound recordings, images, phono-records, disks and other data or data compilations stored in any medium from which information can be obtained, which includes originals, identical copies, translations and drafts thereof and all copies bearing notations and marks not found on the original. Each non-identical copy, draft or any sheet or side thereof, or any document bearing initials, stamped materials, or other notation should be considered a separate document for purposes hereof.

3. The term “electronically stored information” or “ESI” shall have the meaning set forth in Rule 34 of the Minnesota Rules of Civil Procedure and includes, but is not limited to, writings, electronic mail messages, electronic communications disseminated on any website,

databases, spreadsheets, photographs, sound recordings, visual recordings, and images, as well as data compilations stored on a computer hard drive, computer database, server, removable medium such as a floppy disk, CD, DVD, zip disk, tape, flash drive, or USB drive, and any back-up system, archive systems, voice mail system, portable device such as a Blackberry or iPhone, or other technology, in an electronic format that is usable and searchable to the extent the original ESI is searchable, and which includes revisions and drafts of any documents, tape or sound recordings, records, computer databases, including but not limited to word processing and images stored on disks, tapes, or any other data compilations.

4. The term “Artist Equity Term Sheet” refers to the agreement entered into between Petitioner Project Panther Ltd. and the Decedent, dated July 19, 2015 (RN00001255).

5. The term “Digital Music Service” shall be consistent with the term as it is defined in the Artist Equity Term Sheet.

6. The term “Exclusivity Restriction” shall be consistent with the term as it is defined in the Artist Equity Term Sheet.

7. The term “Musical Works” refers to any intellectual property created or owned by Mr. Nelson personally or by the Prince-Related Entity/Entities (as defined herein), including but not limited to, songs, albums, artwork, lyrics, compositions, master recordings or digital files, and their related copyright, distribution, public performance, exploitation and streaming rights.

8. The terms “Decedent” or “Mr. Nelson” refers to Prince Rogers Nelson.

9. The term “Prince-Related Entity/Entities” means any and all business entities owned, controlled or otherwise related to Mr. Nelson, including, but not limited to, entities with the following names:

1-800-NU-FUNK;  
 Controversy Music, LLC;  
 Ettreim Enterprises, Inc.;  
 Glam Slam (L.A.), Inc.;  
 Graffiti Bridge, Inc.;  
 Heaven & Earth, Inc.;  
 Jam of the Year, Inc.;  
 L4OA, LLC;  
 Lotus Flower, LLC;  
 Love 4 One Another Charities, Inc.;  
 Love 4 One Another, Inc.;  
 NPG Music and Touring LLC;  
 NPG Music Club, Inc.;  
 NPG Music Publishing, LLC;  
 NPG Music Publishing;  
 NPG Publishing;  
 NPG Records LLC;  
 NPG Records, Inc.;  
 NPG Records;  
 NPG Video;  
 Paisley Park Enterprises, Inc.;  
 Paisley Park Fragrances, Inc.;  
 Paisley Park Miami, Inc.;  
 Paisley Park Online, Inc.;  
 Paisley Park Records;  
 Paisley Park Retail, Inc.;  
 Paisley Park Studios;  
 Paisley Park Vision, Inc.;  
 Paisley Park;  
 Paisley Productions, LLC;  
 Prince: A Celebration, Inc.;  
 PRN Productions, Inc.;  
 Purple Films Company;  
 Reboot Charity;  
 Squeaky Clean; and  
 Tutim Wonphife, Inc.

10. The term “Petitioners” refers to Roc Nation LLC, Aspiro AB, WiMP Music AS, Project Panther, Ltd. and their relevant licensors, licensees, assignors and assignees.

11. The terms “Personal Representative” and “You,” “Yourself” and “Your” refer to Comerica Bank & Trust, N.A. and, where appropriate in context, each of its affiliates, partners, agents, advisors, consultants, employees, representatives, officers, directors, members, executives, attorneys, accountants and/or any other person(s) or entitie(s) acting or purporting to act for or on its behalf or under its control. This definition shall also include the Personal Representative’s predecessor Bremer Trust, N.A. (the “Former Special Administrator”) and, where appropriate in context, each of its affiliates, partners, agents, advisors, consultants, employees, representatives, officers, directors, members, executives, attorneys, accountants and/or any other person(s) or entitie(s) acting or purporting to act for or on its behalf or under its control.

12. The term “Power of Attorney” refers to all documents signed by the Decedent appointing Phaedra Ellis-Lamkins his power of attorney, including, but not limited to, the power of attorney dated April 17, 2014 (RN00010082).

13. The term “Warner” refers to Warner Music Group and its relevant affiliates, subsidiaries, licensors, licensees, assignors and assignees

14. The terms “pertaining to,” “concerning,” or “regarding,” include, together with their full meaning, embodying, recording, describing, evidencing, constituting, mentioning, discussing, summarizing, digesting, analyzing, explaining, showing, reflecting, relating to, referring to, setting forth, dealing with, comprising, consisting of, containing, resulting from, or in any way relevant to a particular subject in whole or in part and either directly or indirectly, and is meant to include, among other things, the document itself, any documents underlying or supporting, now or previously attached or appended to or used in the preparation of the document.

15. The term “identify” with respect to persons shall mean to give, to the extent known, the person’s full name, present or last known address, and when referring to a natural person, additionally, the present or last known place of employment. Once a person has been identified in accordance with this subparagraph, only the name of that person need be listed in response to subsequent discovery requesting the identification of that person.

16. The term “identify” with respect to documents shall mean to the extent known, the (i) type of document; (ii) general subject matter; (iii) date of the document; and (iv) author(s), addressee(s) and recipient(s).

17. The terms “and” and “or” must be construed conjunctively when such construction would bring within the requested information that would otherwise be outside its scope, and must be construed disjunctively when such construction would bring within the request information that would otherwise be outside of its scope.

18. “Including” or “includes” shall be interpreted in every instance as being illustrative of the information requested, shall be read as “including but not limited to,” and shall not be interpreted to exclude any information otherwise within the scope of these requests.

### **INSTRUCTIONS**

1. Responsive ESI and imaged hard copy documents<sup>1</sup> shall be rendered to single page image format, and accompanied by an Opticon load file (.OPT). All applicable metadata shall be extracted and provided in Concordance® load file format (.DAT). The

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<sup>1</sup> These Instructions are intended to be consistent with the Order Regarding Discovery of Hard Copy and Electronically Stored Information (the “ESI Protocol”) filed in the action between the parties in the United States District Court for the District of Minnesota styled *NPG Records, Inc. et al v. Roc Nation, LLC et al*, No. 16-cv-03909 (D. Minn. Nov. 15, 2016). The entire ESI Protocol is hereby incorporated by reference.

delimiters for the file must be as follows (Concordance default): Comma - ASCII character 20; Quote - ASCII character 254; Newline - ASCII character 174.

2. During the process of converting ESI from the electronic format of the application in which the ESI is normally created, viewed, and/or modified to TIFF, metadata values should be extracted and produced in the load file. To the extent they are reasonably available, and except with respect to documents redacted in whole or in part on grounds of privilege, the metadata values that are to be extracted and produced in the metadata load files (.DAT file using Concordance standard delimiters) are:

- Starting production number;
- Ending production number;
- Production Attachment Range Number Begin;
- Production Attachment Range Number End;
- Parent production number
- Confidentiality Designation
- Page Count
- Custodian;
- File Author (creator of document);
- Message From
- Message To(s);
- Message Cc(s);
- Message Bcc(s);
- “Sortdate” (i.e., for email, Sent Date of the parent email is applied to all of its attachments; OR, for electronic files, Last Modified Date);
- Message Received date
- Message Sent date;
- Electronic document type extension (i.e., email, attachment, document);
- Email Subject;
- File Name;
- File Size;
- Folder; and
- MD5 Hash

3. The singular form of all words includes the plural form and the plural form of all words includes the singular form, and the word “any” means “any and all” and the word “each” means “each and every”.

4. The documents called for by this Request for Production refer to all ESI, documents and tangible things in the custody, control and possession of the Personal Representative as well as ESI, documents and tangible things in the custody, control and possession of the Personal Representative's counsel, advisors, agents, employees, investigators and/or consultants, unless otherwise privileged.

5. If You object to a particular request in this Request for Production or portion thereof, You must identify with specificity the grounds for Your objection. Further, Your objection must state whether any responsive materials are being withheld on the basis of that objection.

6. If You object to a particular request or portion thereof, You must produce all documents called for that are not subject to an objection. Similarly, whenever a document is not produced in full for some other reason, You must state with particularity the reason(s) it is not being produced in full and describe, to the best of Your knowledge, information, and belief, and with as much particularity as possible, those portions of the documents that are not produced.

7. You must produce the documents called for herein as they are kept in the usual course of Your affairs.

8. In producing documents, You are requested to produce the original of each documents requested together with all non-identical copies and drafts of that document. If the original of any document cannot be located, a copy shall be provided in lieu thereof, and shall be legible and bound or stapled in the same manner as the original.

9. Document attached to each other should not be separated.

10. Documents produced in response to this Request for Production should be marked with a Bates-style stamp or similar serial document identifying system.

11. If any of the documents requested below have been destroyed or otherwise discarded, you are requested to identify the document destroyed or discarded in the same manner as identification is requested for “privileged” documents.

12. If any of the documents requested below are claimed by the Personal Representative to be privileged and/or are withheld under a claim of privilege or other protection from disclosure, the Personal Representative must provide for each such document the following information with respect to any such document:

- a. The nature of the privilege claimed by specifying its title or identifying date;
- b. The identity of the document’s author or authors and all parties to it;
- c. The document’s date, or, if no date appears on it, the approximate date of its creation;
- d. The identity of each person to whom the document was directed, including any “cc” or “bcc”; and
- e. Whether any non-privileged matter is included in the document.

### **DOCUMENTS REQUESTED**

1. Any and all documents and communications including, but not limited to, any draft or final agreements and/or documents concerning potential arrangements, concerning the efforts of the Personal Representative and/or the Former Special Administrator to exploit Mr. Nelson’s Musical Works through any Digital Music Service, or online distribution service.

2. Any and all documents and communications including, but not limited to, any draft or final agreements and/or documents concerning potential arrangements, regarding the release of previously unreleased music by the Decedent in the form of a newly recorded and previously unreleased full-length studio album and/or associated videos and singles.

3. Any and all documents concerning the Decedent's ability to make the representations and warranties contained in the Artist Equity Term Sheet including, but not limited to, the Decedent's ability to contract on behalf of the Prince-Related Entities.

4. Any and all documents and communications including, but not limited to, any draft or final agreements and/or documents concerning potential arrangements, concerning the Exclusivity Restriction set forth in the Artist Equity Term Sheet, inclusive of all documents concerning the Personal Representative's discussion of such rights with Warner or any Digital Music Service other than TIDAL.

5. Any and all agreements, or communications regarding such agreements, with any entertainment industry experts and/or consultants, including, but not limited to, L. Londell McMillan, Charles Koppelman, David Dunn, Shot Tower LLC, Troy Carter, Celebrity Valuations LLC, CMG Worldwide, Mark Roesler, Financial Research Associates, Inc. and/or Jay E. Fishman concerning the Artist Equity Term Sheet and/or the management, preservation, monetization, and/or exploitation of the Musical Works.

6. Any and all documents and communications concerning the identification or scope of Troy Carter's role, capacity and/or responsibilities with the Estate, and actual or potential compensation by the Estate, including any agreements governing such role, capacity, responsibilities, or actual or potential compensation.

7. Any and all non-privileged documents from or maintained by former employees or agents of the NPG Entities or any of the other Prince-Related Entities regarding the claims and defenses raised in this action, whether maintained on web-based email accounts or otherwise, including, but not limited to, documents from or maintained by the following individuals: Meron Bekure, Phaedra Ellis-Lamkins, Diana Frappier, Trevor Guy and Joshua Welton.

8. Any and all documents concerning the Artist Equity Term Sheet.

9. Any and all documents concerning the Power of Attorney.

10. Any and all non-privileged documents concerning the Former Special Administrator's role, including, but not limited to, its behavior or actions concerning the alleged improper valuation of the Musical Assets, in connection with negotiating any deals involving the Musical Assets with Universal Music Group, including, but not limited to, any and all documents concerning threatened or pending litigation concerning same, as reported by the Wall Street Journal and Variety Magazine in the following articles, respectively: (i) Hannah Karp, *Winner of Rights to Prince's Music Fears It Was Shortchanged*, WALL STREET JOURNAL (Apr. 14, 2017); and (ii) Jem Aswad, *Universal May Try to Nullify Recorded-Music Deal With Prince Estate*, VARIETY.COM (Apr. 14, 2017).

Dated: April 26, 2017

MASON & HELMERS

/s/ Rodney J. Mason

Rodney J. Mason, #68378

Kirstin E. Helmers, #0388124

MASON & HELMERS

332 Minnesota Street, Suite W-3070

St. Paul, MN 55101

651-224-5343

651-224-5711 fax

rmason@masonhelmers.com  
khelmers@rmasonhelmers.com

*Attorneys for Petitioners*

In association with:

Jordan W. Siev  
Christopher P. Hoffman  
Reed Smith LLP  
599 Lexington Avenue  
22nd Floor  
New York, NY 10022  
212-521-5400  
212-521-5450  
jsiev@reedsmith.com  
choffman@reedsmith.com

**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the above document was served upon the following  
counsel for the Personal Representative by electronic mail on April 26, 2017:

Mark W. Greiner  
Karen Sandler Steinert  
Lora Friedmann  
Joseph J. Cassioppi  
Fredrikson & Byron, P.A.  
200 South Sixth Street, Suite 4000  
Minneapolis, MN, 55402-1425  
[mgreiner@fredlaw.com](mailto:mgreiner@fredlaw.com)  
[ksteinert@fredlaw.com](mailto:ksteinert@fredlaw.com)  
[lfriedemann@fredlaw.com](mailto:lfriedemann@fredlaw.com)  
[jcassioppi@fredlaw.com](mailto:jcassioppi@fredlaw.com)

/s/ Christopher P. Hoffman  
Christopher P. Hoffman

# **EXHIBIT C**

# Fredrikson

& BYRON, P.A.

May 3, 2017

Jordan W. Siev  
Christopher Hoffman  
Reed Smith  
599 Lexington Avenue, 22nd Floor  
New York, NY 10022  
jsiev@reedsmith.com

*Via Email*

Re: In re Prince Rogers Nelson, Court File No. 10-PR-16-46

Dear Jordan and Chris:

I write about the Notice of Deposition of Troy Carter you emailed on April 26. In the Notice, you purport to require Mr. Carter to produce documents and appear for a deposition on June 1st.

We exchanged emails regarding Mr. Carter's work with the Estate on April 11<sup>th</sup>. The emails we exchanged on that date address two subjects. First, we assured you that we understand our obligations under the protective order and are complying with them. We have not provided Mr. Carter with any information or documents involving your clients. Second, we responded to your request for information regarding Mr. Carter's work with the Estate, and the manner in which he is compensated. We explained at that time that the Estate engaged Mr. Carter as an entertainment industry adviser, and that the specific work he is doing and compensation arrangements are confidential.

You apparently noticed Mr. Carter's deposition in an effort to question Mr. Carter about the same two subjects we addressed in our exchange of emails. The request for production of documents included in the Notice purports to require production of the following materials:

*1. Any and all documents concerning Petitioners, including, but not limited to, documents pertaining to Petitioners' rights to exploit the musical assets of Prince Rogers Nelson through digital streaming and Petitioners' rights to use Mr. Nelson's name and/or likeness in connection with the promotion, advertising, or marketing of such musical works for digital streaming.*

Attorneys & Advisors  
main 612.492.7000  
fax 612.492.7077  
www.fredlaw.com

Fredrikson & Byron, P.A.  
200 South Sixth Street, Suite 4000  
Minneapolis, Minnesota  
55402-1425

May 3, 2017

Page 2

As we already explained, Mr. Carter is not involved in this dispute and does not have documents or information relating to Petitioners or their claims.

2. *Any and all documents and communications concerning the identification or scope of Your role, capacity and/or responsibilities with the Estate, and actual or potential compensation by the Estate, including any agreements governing such role, capacity, responsibilities, and/or actual or potential compensation.*

As we already explained, your request for these materials is inappropriate. Mr. Carter has been engaged as an expert to provide services unrelated to this dispute. The documents you are requesting are irrelevant, and are also protected from discovery under the work product doctrine.

3. *Any and all documents or communications to or from You concerning (a) Petitioners, or (b) Petitioners' rights in connection with the Musical Works including, but not limited to, any documents obtained from the Personal Representatives [sic] that were produced to the Personal Representative by any of Petitioners.*

Mr. Carter does not have any documents or information relating to Petitioners or the claims Petitioners have made.

We respectfully request that you reconsider the Notice and accompanying request that Mr. Carter produce documents. If you decide to proceed with the deposition, we intend to object and instruct Mr. Carter not to answer questions regarding the work he is doing for the Estate as an entertainment advisor based on the work product doctrine. And it makes little sense to convene a deposition so that Mr. Carter can tell you that he has not received any materials relating to your clients.

If you nevertheless decide to depose Mr. Carter, you will need to compel his attendance through a subpoena. The Notice you served has no legal effect. We are authorized to accept service of a subpoena to Mr. Carter, but would appreciate it if you would communicate with us in advance to agree on a date and time that works for everyone.

Sincerely,

*/s/ Lora M. Friedemann*

Lora M. Friedemann

**Direct Dial:** 612.492.7185

**Email:** lfriedemann@fredlaw.com

cc: Troy Carter