

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CARVER

FIRST JUDICIAL DISTRICT
PROBATE DIVISION

In Re:

Case Type: Special Administration

Court File No: 10-PR-16-46

Judge: Kevin W. Eide

Estate of Prince Rogers Nelson,

Decedent.

**FURTHER DECLARATION OF
SHARON NELSON**

-
1. My name is Sharon L. Nelson. I am one of the Court Approved Heirs to the Estate of Prince Rogers Nelson ("Estate"), and I am 79 years old.
 2. I am one of the Petitioners in the Petition to Permanently Limit Comerica Bank & Trust, N.A. as Personal Representative and make this declaration in further support of that Petition and the reply memorandum filed contemporaneously with this declaration.
 3. Attached hereto as Exhibit A is a true and correct copy of the Joint Petition to Permanently Limit Comerica Bank & Trust N.A. Powers as Personal Representative filed on.
 4. Attached hereto as Exhibit B is this Court's Order For Transition From Special Administrator to Personal Representative, dated January 19, 2017.
 5. Attached hereto as Exhibit C is a true and correct copy of the Petition to Permanently Remove Comerica Bank & Trust N.A. As Personal Representative, dated October 27, 2017.
 6. Attached hereto as Exhibit D is this Court's Findings of Fact, Conclusions of Law & Order Denying Petition to Permanently Remove Comerica Bank and Trust N.A. as Personal Representative, dated December 18, 2017.

7. Attached hereto as Exhibit E is a true and correct copy of this Court's March 20, 2017 Order Regarding Application of Existing Orders and Protocols to the Personal Representative.

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

Date: April 17, 2019

Signature: Sharon L Nelson

Signed in Washington County, State of Minnesota

Exhibit A

STATE OF MINNESOTA
COUNTY OF CARVER

FIRST JUDICIAL DISTRICT
DISTRICT COURT
PROBATE DIVISION

In re:

Estate of Prince Rogers Nelson,

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

Decedent.

**JOINT PETITION TO PERMANENTLY LIMIT
COMERICA BANK & TRUST N.A. POWERS
AS PERSONAL REPRESENTATIVE**

This petition is submitted jointly by all of the approved undersigned heirs Sharon L. Nelson, Norrine P. Nelson, John R. Nelson, Alfred Jackson, Omarr Baker and Tyka Nelson (collectively the "Petition Heirs"), as heirs to the estate of Decedent Prince Roger Nelson ("Prince"), state:

1. Sharon L. Nelson is one of the joint Petitioners in this matter.
2. Norrine P. Nelson is one of the joint Petitioners in this matter.
3. John R. Nelson is one of the joint Petitioners in this matter.
4. Alfred Jackson is one of the joint Petitioners in this matter.
5. Omarr Baker is one of the joint Petitioners in this matter.
6. Tyka Nelson is one of the joint Petitioners in this matter.
7. In the interests of privacy, the Petitioners' addresses are set forth as listed in EFS.
8. All Petitioners are the only Decedent's heirs (Order Determining Intestacy, ¶ 2 (dated May 18, 2017)).
9. As heirs, the Petitioners are interested persons under the laws of Minnesota. Minn. Stat. § 524.1-201(33).
10. Comerica Bank & Trust, N.A. ("Comerica") is the current personal representative of Decedent Prince Roger Nelson's Estate ("Estate"), appointed by the Court effective February 1, 2017. (Transition Order p. 4 (dated January 18, 2017)).
11. During the process of selecting a personal representative, the Heirs supported Comerica's appointment in reliance of Comerica's representations made

- during the selection process. This includes the representation that Comerica had experience in the music industry and that the Heirs would have both a voice and decision making in important Estate matters, especially concerning Prince's legacy.
12. This Court has denied the petition made by three of the Joint Petitioners to remove Comerica as the current personal representative of the Estate in its December 18, 2017 Findings of Fact, Conclusions of Law & Order Denying Petition to Permanently Remove Comerica Bank and Trust N.A. as Personal Representative.
 13. On August 18, 2017, the Court issued an Order Appointing Second Special Administrator, appointing Peter J. Gleekel as the Second Special Administrator (“SSA”) for the purpose of addressing the substantive concerns and disputes between Comerica and the Heirs.
 14. In the month of February 2019 Comerica’s contract as the PR is due to expire.
 15. Regrettably, more than \$31 million of unpaid estate taxes continue to accumulate interest.
 16. Despite the parties best efforts to reduce estate expenditures, more than \$45 million dollars has been spent on probate related administrative expenses, including over \$10 million on Comerica’s legal fees.
 17. The Petitioners do not agree with Comerica's cashflow projections, accounting, or inventory of the Estate assets. Comerica has also failed to be responsive to the concerns of the Heirs. The Petitioners can prove that the current administrative expenses are not sustainable at the rate the current Personal Representatives are administering the Estate.
 18. Despite past disagreements between the Petitioners, they are unified in their desire to allow Comerica’s current contract to expire and have Comerica continue to administer the Estate on a month-to-month basis until a transition plan can be approved by the Petitioners and the Court with such goal to occur no later than June 30, 2019.
 19. The Heirs also seek a more informed role in the decision-making process and the negotiations to promptly pay all taxes.
 20. In order to protect the legacy and value of the Estate, transition from a complex estate to a simple estate and to preserve the funds needed to discharging the estate tax lien, the Heirs request that the Court impose the following limitations and orders.

WHEREFORE, the undersigned Petitioners respectfully request the Court:

1. Set a time and place for hearing of this Petition
2. Direct further briefing and discovery if any objections to this Petition are filed, along with a scheduling order for such matters.
3. Limit Comerica to administering and handling *only* assets that existed prior to Decedent's death.
4. Comerica shall have no right to control, administer or handle any new assets or derivative works from preexisting assets.
5. Comerica shall not have the power to enter into any agreement for a period longer than one year, except when Court provides written approval for longer terms.
6. Comerica must, in the next two months, implement a system to provide the heirs and their advisors with reasonable access for opportunities to hear, review, and acquire the unheard or "vault" materials.
7. Comerica shall work with Heirs' representatives to ensure a system of protocols are in place to ensure to provide Heirs' with access to their Estate's materials while also ensuring that no additional inadvertent disclosures of intellectual property occurs.
8. Comerica must allow the Heirs full information, participation and access to all tax related matters.
9. Comerica must, in the next two months, establish a Petitioners and Court approved transition plan for the Estate Administration and or the Estates Assets; and
10. Grant other relief as may be proper under the law.

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

Petitioners

Date: 12/19/18

Sharon L. Nelson: _____



Signed in Washington County,

State of Minnesota

Date: 12/20/18

Norrine P. Nelson _____



Signed in Hennepin County,
Date: 12/20/18

State of Minnesota

John R. Norine Nelson for John R. Nelson
Nelson: _____

Signed in _____ County,

State of _____

Date: Feb 4th

Tyka Nelson: 

Date: 2-4-19

Omar Baker: 

Signed in Hennepin County,

State of Minnesota

Date: February 4, 2019

Alfred Jackson: 

Signed in Cass County,

State of Missouri

Exhibit B

STATE OF MINNESOTA

FILED

FIRST JUDICIAL DISTRICT

COUNTY OF CARVER

JAN 20 2017

DISTRICT COURT

PROBATE DIVISION

CARVER COUNTY COURTS

Estate of:

Court File No. 10-PR-16-46

Prince Rogers Nelson,

**ORDER FOR TRANSITION FROM
SPECIAL ADMINISTRATOR TO
PERSONAL REPRESENTATIVE**

Decedent.

On January 12, 2017, the Court held a public hearing on Bremer Trust, N.A.'s ("Bremer Trust") Petition for Discharge, Petitions for appointment of personal representatives by the non-excluded heirs, and transitioning the administration of this Estate from Bremer Trust as special administrator to one or more personal representatives. Appearances were noted on the record.

Based upon the evidence introduced during the hearing, as well as the parties' filings and argument, the Court finds:

1. Bremer Trust's Petition is under advisement as set forth in this Court's January 12, 2017 Order.
2. Bremer Trust is continuing to serve as Special Administrator of the Estate of Prince Rogers Nelson (the "Estate") through January 31, 2017 as set forth in this Court's January 13, 2017 Order.
3. The non-excluded heirs agree to the appointment of Comerica Bank & Trust N.A. ("Comerica") as Corporate Personal Representative of the Estate. Each of the non-excluded heirs has also nominated an individual to serve as a co-personal representative of the Estate. Some of the heirs nominated L. Londell McMillan, and some of the heirs nominated Anthony Jones.
4. The Court heard testimony by and on behalf of L. Londell McMillan and Anthony Jones in support of the petitions for their appointment as co-personal representatives. The Court was impressed with each of them regarding their education, range of experience in the music industry and otherwise, and their prior relationships with Prince Rogers Nelson. However, the Court finds that neither should be appointed as a co-personal representative at this time for the following reasons:
 - i. Neither Mr. McMillan nor Mr. Jones are the unanimous selection of the six non-excluded heirs. From experience in this case, the Court has learned that the heirs are all strong advocates of their positions on how the Estate should be managed and adding another divisive element will cause additional expense and delay in these

NOTICE: A true and correct copy of this Order/Notice has been served by EFS upon the parties. Please be advised that orders/notices sent to attorneys are sent to the lead attorney only.

proceedings. The Court will be reluctant to appoint a co-personal representative if he or she is not unanimously endorsed by the heirs.

- ii. Counsel for the newly appointed Corporate Personal Representative agrees that the having a co-personal representative will add expense and delay to the proceedings.
- iii. The primary reason advanced by the heirs for having a co-personal representative is to enhance the communication between the heirs and the corporate personal representative. Comerica is newly appointed and is unanimously endorsed by the non-excluded heirs. The Court hopes and expects that Comerica will make communication with the heirs a high priority. The Court acknowledges that there is much yet to be done in the administration of this Estate, however, the focus of Comerica can hopefully be more refined than could that of Bremer Trust which walked into personal and corporate mayhem where the Decedent's personal and business affairs were in disarray, a criminal investigation was being undertaken, assets and records were voluminous and scattered, and numerous monetary and heirship claims were about to cascade upon them. Hopefully, communication with the heirs can be achieved more easily at this time.
- iv. Several heirs have raised concerns about possible conflicts if Mr. McMillan were appointed as a co-personal representative and as to his suitability to serve the Estate in this capacity. The Court is well aware that Mr. McMillan has served as an entertainment industry expert with the Estate during much of its administration and this Court has approved much of the work he has done in that regard. However, the Court also notes that Mr. McMillan and Mr. Koppelman have been a "lightning rod" for disputes that have erupted during the administration of the Estate regarding the Tribute Concert and newly negotiated music or merchandising agreements. The Court is concerned about continued disagreements and conflicts of interest regarding Mr. McMillan's compensation for these music and merchandising agreements and his role as a co-personal representative.
- v. The Court notes that there has not been a similar concerted effort to defeat the Petition for the appointment of Anthony Jones as a co-personal representative. However, the Court is concerned about the appearance of any favoritism as Mr. Jones has represented Omarr Baker, and now possibly Tyka Nelson, up to this point. The majority of the non-excluded heirs support the competing Petition for the appointment of Mr. McMillan. Finally, the Court is concerned about the newly filed litigation against the Estate and the non-excluded heirs by Phaedra Ellis-Lamkins. Mr. Jones has acknowledged his business relationships and friendship

with Ms. Ellis-Lamkins. The Court is concerned about a possible conflict and the possibility that Mr. Jones could be called as a witness in this litigation.

- vi. This Court shall reconsider the appointment of a co-personal representative in the future if the non-excluded heirs can agree on a co-personal representative, if the Corporate Personal Representative believes that a co-personal representative is necessary for the proper and efficient administration of the Estate, or if the Court is persuaded that a co-personal representative is necessary for the proper and efficient administration of the Estate.
5. Comerica is capable of taking over management of the Estate and has accepted its appointment as personal representative of the Estate.
6. Comerica and Bremer Trust have agreed upon a plan for orderly transition of the Estate.
7. Bremer Trust has begun preparing the estate tax filings that are due on January 21, 2017.
8. Bremer Trust cannot share work product from its counsel or attorney-client privileged communications with Comerica, which is necessary for the orderly transition of the Estate, unless the parties agree that they do not have any conflicts and have a common interest and those two entities execute a Common Interest Agreement. Bremer Trust and Comerica have agreed that, in order to enter into the Common Interest Agreement and to ensure the orderly transition of the Estate, Bremer Trust, Patrick A. Mazorol, and Stinson Leonard Street, LLP, on the one hand, and Comerica and Fredrikson & Byron, P.A., on the other hand, cannot, at any time, be adverse to each other in connection with this Estate.

IT IS ORDERED:

1. Bremer Trust's appointment as Special Administrator is extended through January 31, 2017 as set forth in this Court's January 13, 2017 Order.
2. As soon as practicable, Bremer Trust will submit to the Court all legal and professional fees incurred through January 31, 2017.
3. Bremer Trust is authorized to reserve \$1,000,000 from Estate assets for professional and legal fees through January 31, 2017 and for fees and expenses associated with the transfer of the Estate administration to Comerica and the preparation of final accountings and court submissions.
4. Comerica is appointed as Corporate Personal Representative of the Estate of Prince Rogers Nelson, as of February 1, 2017.

5. Bremer Trust is authorized to distribute the balance of Estate assets, after subtracting the court-approved reserve for incurred and continuing professional and legal fees, to Comerica. Bremer Trust shall submit to the Court a receipt acknowledging the transfer of assets.
9. The Court approves the Common Interest Agreement proposed by Bremer Trust and Comerica, attached as Exhibit A to this Order, which allows them to share otherwise privileged or confidential information without waiving those protections. As a result of the Common Interest Agreement, Bremer Trust, Patrick A. Mazorol, and Stinson Leonard Street, LLP, on the one hand, and Comerica and Fredrikson & Byron, P.A., on the other hand, cannot, at any time, be adverse to each other in connection with this Estate.
6. Comerica is authorized to retain Bremer Trust at an hourly rate of \$220 and Stinson Leonard Street attorneys at their usual hourly rates as consultants to the Estate for up to 60 days from February 1, 2017, to assist in the transition of the Estate.
7. Comerica is authorized to purchase as an expense of the Estate software (e.g., HighQ), that enables document sharing with the non-excluded heirs through an extranet site, or to reimburse its counsel from the Estate for purchase of same.
8. Comerica is authorized to access all documents filed with the Court in this matter, including any documents designated confidential or filed under seal. Access to any documents designated as confidential or filed under seal shall be through the attorneys representing Comerica. Comerica and its attorneys shall not release documents designated as confidential or filed under seal to persons not authorized to view them without prior court approval.
9. Omarr Baker and Tyka Nelson's Motion to Compel L. Londell McMillan to Produce Information Necessary to Facilitate the Appointment of a Personal Representative filed January 10, 2017, is respectfully DENIED.

BY THE COURT:



Kevin W. Eide
Judge of District Court

Dated: January 19, 2017

EXHIBIT A – COMMON INTEREST AND INFORMATION SHARING AGREEMENT**COMMON INTEREST AND INFORMATION SHARING AGREEMENT**

This Common Interest and Information Sharing Agreement (this “Agreement”) between Bremer Trust, N.A. (“Bremer Trust”) on the one hand and Comerica Bank & Trust N.A. (“Comerica”) on the other hand (individually “Party” and collectively “Parties”), together with their respective attorneys and affiliates, sets forth the Parties’ agreement with respect to their common interests in, with respect to Bremer Trust, having served as the Special Administrator and, with respect to Comerica, as Personal Representative or successor Special Administrator, for the Estate of Prince Rogers Nelson, Court File No. 10-PR-16-46, pending in Carver County District Court in the State of Minnesota, and all and all related cases and related claims, subsequently filed cases, and appeals thereof (the “Matter”).

RECITALS

- A. The Matter relates to the Estate of Prince Rogers Nelson, Court File No. 10-PR-16-46, pending in Carver County District Court in the State of Minnesota. Bremer Trust served as Special Administrator of the Estate from April 27, 2016 until the present time and anticipates being discharged in the near future. Comerica anticipates being appointed as the Personal Representative or successor Special Administrator of the Estate on or after January 12, 2017. The Parties believe they have common legal interests with respect to many of the issues raised in the Matter.
- B. Therefore, the Parties believe that it is in their mutual interest and reasonably necessary to share information relating to their common interests in the Matter, including but not limited to the exchange of oral and written communications, the sharing of information and documents, and the discussion of legal analysis and strategy among themselves and their counsel while not waiving any applicable privileges, including the attorney-client privilege and the work-product doctrine.
- C. Before any prior communications took place, the Parties agreed that such communications were intended to be confidential, were treated as privileged, were for their common interests, and that this Agreement is intended to formalize such agreement in writing.
- D. Accordingly, the Parties agree as follows:

AGREEMENT

1. **Information Sharing Group.** The Information Sharing Group includes the following: (i) the Parties (including, but not limited to, each of the Parties’ officers involved in administering the Estate, their supervisors, and staff); (ii) in-house counsel employed by the Parties and their affiliates and their staff (e.g., paralegals, legal secretaries, and other legal professionals), and individuals to whom such attorneys report; (iii) outside counsel retained to advise or represent a Party with respect to the Matter (including, but not limited to, Stinson Leonard Street, LLP on behalf of Bremer Trust and Fredrikson & Byron, P.A., on behalf of Comerica), and their partners, associates, and staff; and (iv) individuals engaged by counsel to assist in the Matter, who shall be required to be bound in writing to the confidentiality obligations of this Agreement.

The foregoing classes of persons are referred to individually as the “Members” of the Information Sharing Group. The term “Information Sharing Group” includes the Parties’ outside counsel and affiliates while the term “Parties” does not.

2. **Communications Concerning the Matter.** The Parties agree as follows with respect to communications concerning the Matter:

2.1 **Application.** This Agreement governs communications between or among the Information Sharing Group regarding the Matter. It also governs information developed jointly by Members of the Information Sharing Group relating to the Matter. Notwithstanding anything contained herein to the contrary, this Agreement does not govern a Party’s privileged communications solely with its own counsel, employees, or staff. The Members of the Information Sharing Group shall have the right and ability (but not the obligation) to share with each other confidential and privileged information for the purpose of furthering the common interest of the Parties in connection with the Matter.

2.2 **Attorney-Client Privilege and Attorney Work Product.** The Parties agree to the following with respect to the maintenance of any applicable privilege, including the attorney-client privilege and the work-product doctrine:

2.2.1 **Privileges Held Jointly by All Parties.** All confidential communications (whether oral or written) between Members of the Information Sharing Group regarding the Matter, including such communications which precede the date of this Agreement, were intended and agreed to be, and shall be subject to the attorney-client privilege, work-product doctrine, common interest privilege, or other applicable privileges. Documents turned over to one Member of the Information Sharing Group by another Member of the Information Sharing Group that are otherwise subject to the attorney-client privilege, work-product doctrine, common interest privilege, or other applicable privileges shall be treated as documents delivered confidentially and privileged for the common interest and defense of the Parties. As such, they shall retain their privileged character, and the privilege shall be held jointly by the Parties who have received such documents. The work-product doctrine shall apply to any work that any attorney performs in connection with the Matter, including review of work product performed by other Members, and the protections afforded to such materials shall be held by the attorney who produced the work product and all other Members of the Information Sharing Group who provided privileged or confidential information from which the work product, in whole or in part, was derived. Notwithstanding anything herein to the contrary, information that is shared only between a Party, corporate affiliates of the Party and their respective counsel, shall not be considered work product of the Information Sharing Group.

2.2.2 **Waiver of Privileges.** Any Party who produces or provides its own privileged or work product document or communication to other Members of the Information Sharing Group retains the sole and exclusive right to waive any and all privileges or protections applicable to such document or communication, with the exception of any appraisals obtained by Bremer Trust or its counsel. Where the privilege or protection applicable to any documents or communication is held originally and jointly by multiple Parties, the privilege or protection may be waived only by a unanimous decision of all such Parties, and all such documents or communications shall remain privileged unless and until such unanimous decision is made.

2.2.3 Privileges Held individually by a Party or Its Counsel. All privileged or confidential communications solely between a Party and his or its own counsel, whether occurring before or after execution of this Agreement, shall remain privileged, regardless of whether they are shared with other Members of the Information Sharing Group, and may be waived at the sole discretion of the Party. Similarly, an attorney's work product on behalf of a Party concerning the Matter that is otherwise privileged, whether created before or after execution of this Agreement, shall remain privileged, regardless of whether they are shared with other Members of the Information Sharing Group. The attorney-client privilege protecting such communications shall be held solely by the communicating Party and the work-product doctrine protecting such work product shall be held solely by the attorney who produced the work product and neither is waivable by any other Member; provided that to the extent such communications or work product contain or derive from information obtained from other Members of the Information Sharing Group, such information shall be subject to the privilege as applied to joint defendants, and shall be held jointly by the Parties (as described in Paragraphs 2.2.1 and 2.2.2).

2.2.4 Agreement Subject to Common Interest Privilege. Prior to the execution of this Agreement, the Parties have, directly and/or through their attorneys, communicated orally and in writing to arrive at this Agreement for the common interest of the Parties. All such privileged communications, have been, are, and shall remain confidential, and are subject to the attorney-client, common interest, or other applicable privilege. The privilege shall be held jointly by the Parties. All such prior communications are subject to the terms and conditions of this Agreement.

2.3 Duty to Maintain Confidentiality. The Members of the Information Sharing Group shall take all reasonable efforts and precautions to protect the confidentiality of the confidential documents or communications exchanged pursuant to this Agreement, and shall under no circumstances use any lesser degree of care than they each would employ in protecting their own respective confidential and privileged information. This duty to maintain confidentiality shall remain in full force and effect after the Matter ends. Nothing in this Agreement shall impose any restriction on the use or disclosure by a Member hereto of any information that (i) is or subsequently becomes publicly available without breach of any obligation by a Member hereunder, (ii) became known to the receiving Member through legally permissible and legitimate means prior to the disclosing Member's disclosure of such information hereunder, (iii) becomes known to a receiving Member from a source other than the disclosing Member hereunder, and not by the breach of any confidentiality obligation owed to the disclosing Member, (iv) is independently developed by the receiving Member, or (v) is disclosed or otherwise legally obtained during the course of discovery. Further, any Party may disclose confidential and privileged information obtained hereunder to its insurance carrier or any other entity who may be obligated to provide indemnity or a defense of that Party related to the Matter.

2.4 Scope of Use. Except as otherwise provided in this Agreement, each Member of the Information Sharing Group Member agrees that confidential information shared pursuant to this Agreement obtained from another Member of the Information Sharing Group, or developed jointly by the Members, shall be used only for the Matter, pursuant to this Agreement, and for no other purpose whatsoever.

3. No Attorney-Client Relationship Created. Nothing in this Agreement shall be construed as creating or otherwise giving rise to an attorney-client relationship, for conflicts

purposes or otherwise, between any Party and counsel for another Party. Further, this Agreement is purely contractual in nature, and shall not be construed as creating or otherwise imposing any fiduciary or other legal duty or obligation on any Party or counsel for any Party, except as expressly provided for in this Agreement.

4. **Inadvertent Disclosure of Confidential Information.** The Parties agree that the inadvertent or unintentional disclosure of privileged or work product materials supplied under this Agreement, regardless of whether the information was so designated at the time of disclosure, shall not be deemed a waiver in whole or in part of any applicable confidentiality, privilege, or immunity, either as to the specific information disclosed or as to any other information relating thereto or on the same or related subject matter (and none of the Parties will assert such a waiver argument). Upon the discovery of the inadvertent error, the Parties shall cooperate to the extent possible to restore the confidentiality, privilege, or immunity to the disclosed material, including retrieval of all copies, if possible.

5. **Modification.** This Agreement may only be modified, amended, or supplemented by a subsequent writing executed by each Party, and any such modification, amendment, or supplement shall expressly reference this Agreement and the fact that a modification, amendment or supplement to this Agreement is being made.

6. **Severability.** The provisions of this Agreement shall be considered severable, such that if any provision or part thereof is held under any law or ruling to be invalid, such provision or part shall remain in force to the extent allowed by law, and all other provisions shall remain in full force and effect.

7. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of Minnesota without reference to its choice of law principles. This Paragraph shall apply only to this Agreement and shall not govern any other actions, transactions or matters between or involving the Parties.

8. **Construction.** Each Party or its counsel has taken part in the negotiation, drafting, and preparation of this Agreement, and therefore any ambiguity or uncertainty in this Agreement shall not be construed against any Party. To ensure that this Agreement is not construed against any Party, the Parties expressly agree that any common law or statutory provision providing that an ambiguous or uncertain term will be construed against the drafter of an agreement is waived and shall not apply to the construction of this Agreement.

9. **Entire and Final Agreement.** This Agreement embodies the entire and final agreement and understanding of the Parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations, and discussions pertaining to that subject matter, whether verbal or written, of the Parties. The Parties acknowledge that there are no representations, promises, warranties, conditions, or obligations of any Party, or counsel of any Party, pertaining to that subject matter other than those contained in this Agreement.

10. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute

but one and the same instrument. This Agreement shall become effective and binding immediately upon its execution by all Parties.

Bremer Trust, N.A.

Comerica Bank & Trust, N.A.

By _____

By _____

Its _____

Its _____

Signature _____

Signature _____

Date _____

Date _____

Exhibit C

STATE OF MINNESOTA
COUNTY OF CARVER

FIRST JUDICIAL DISTRICT
DISTRICT COURT
PROBATE DIVISION

In re:

Estate of Prince Rogers Nelson,

Court File No. 10-PR-16-46

Judge Kevin W. Eide

Decedent.

**PETITION TO PERMANENTLY REMOVE
COMERICA BANK & TRUST N.A.
AS PERSONAL REPRESENTATIVE**

The undersigned Petitioners, Sharon L. Nelson, Norrine P. Nelson, and John R. Nelson, as heirs to the estate of Decedent Prince Roger Nelson ("Prince"), state:

1. Sharon L. Nelson is one of the joint Petitioners in this matter.
2. Norrine P. Nelson is one of the joint Petitioners in this matter.
3. John R. Nelson is one of the joint Petitioners in this matter.
4. In the interests of privacy, the Petitioners' address is c/o William R. Skolnick, Esq. 2100 Rand Tower 527 Marquette Ave. S. Minneapolis, MN 55402.
5. All Petitioners are the Decedent's heirs (Order Determining Intestacy, Heirship & McMillan Matters ¶ 2 (dated May 18, 2017)).
6. As heirs, the Petitioners are interested persons under the laws of Minnesota. Minn. Stat. § 524.1-201(33).
7. Comerica Bank & Trust, N.A. ("Comerica") is the current personal representative of Decedent Prince Roger Nelson's Estate ("Estate"), appointed by the Court effective February 1, 2017. (Transition Order p. 4 (dated January 18, 2017)).

8. Pursuant to Minn. Stat. § 524.3-611(a), and based on good cause shown, Petitioners jointly petition the Court to remove Comerica as personal representative of the Estate.
9. Under Minn. Stat. § 524.3-611(a), “[a] person interested in the estate may petition for removal of a personal representative for cause at any time.”
10. “Cause for removal exists when removal is in the best interests of the estate, or if it is shown that a personal representative or the person seeking the personal representative's appointment intentionally misrepresented material facts in the proceedings leading to the appointment, or that the personal representative has disregarded an order of the court, has become incapable of discharging the duties of office, or has mismanaged the estate or failed to perform any duty pertaining to the office.” Minn. Stat. § 524.3-611(b).
11. Cause for removal of Comerica exists because Comerica has intentionally misrepresented material facts regarding its competence and intentions leading to the appointment, it has mismanaged the Estate, wasted and failed to protect valuable Estate assets, allowed irreconcilable conflicts of interest, disregarded the Court’s Transition Order as well as the March 22, 2017 Order Regarding Application of Existing Orders and Protocols to The Personal Representative in failing to disclose and communicate material facts to the Heirs, and generally failed to act in the best interests of the Estate.¹ See *In re Drew's Estate*, 236 N.W. 701, 702-03 (Minn. 1931) (failure to follow Court’s order is a removable offense); *Matteson v. McClure*, 245 N.W. 382, 382 (Minn. 1932) (executor can be removed for waste, mismanagement, delay, or other serious issues).

¹ In Petitioners’ September 28, 2017 letter, Petitioners’ counsel brought a number of Comerica’s failings as personal representative to the attention of the Court.

12. Regrettably, after hoping and praying matters would work out with Comerica, the Petitioners, who comprise one-half of the Heirs, have lost their trust in Comerica and see no other course of action but to remove Comerica immediately to safeguard the best interests of the Estate.

Failure to Protect and Manage Estate Assets

13. While Comerica has failed in its duties as a personal representative for a number of reasons, one of the most significant is Comerica's recent unilateral decision to begin transferring the uniquely valuable and voluminous unreleased recordings known as the "Vault," kept safe in Decedent's private vault for decades, to a third-party company, Iron Mountain in Los Angeles, despite other Iron Mountain facilities in the Twin Cities, all without sufficient preparation and communication on the decision to all the Heirs or without a court order.
14. As the Court is aware, the Decedent's Estate contains the world-renowned Vault, a large volume of previously unreleased music and video recordings by Prince. It is uncontested that these assets represent potentially the largest value in the Estate other than Prince's released music publishing and recordings. These are unique, one-of-a-kind assets whose value lies, in part, in the mystique that such a trove of unreleased Prince material generates. The archiving and preservation of these assets is the first step in transactions that will generate well in excess of \$2 million in value. Consequently, this is the type of decision that the Court ordered to be disclosed. (Order ¶ 3 (dated March 22, 2017)).
15. Rather than maintain the Vault recordings where they have been kept secure at Paisley Park (owned by the Estate and with a world class recording studio in its own right), Comerica contracted with Iron Mountain, without disclosure of the necessary terms as

required by the Court's March 22, 2017 Order, to move the contents piecemeal, by truck, to California. Comerica failed to communicate its decision to move the materials—announcing that they were considering such a move at an Heirs meeting, but never asking for permission or input from Petitioners. Under the Court's March 22, 2017 Order, the movement of the Vault recordings is the type of decision which Comerica should have fully disclosed and thoroughly discussed with the Heirs prior to taking any action. In fact, Petitioners only learned that portions of the Vault had been moved from one of the other Heirs long after the move, rather than from Comerica directly. Comerica also failed to communicate such a move at the Court ordered status meeting on September 29, 2017.

16. Upon information and belief, prior to moving the contents of the Vault, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] None of these important asset protection matters were discussed with the Heirs which also violates the communication directives of the Court.

17. Instead of being trucked across the country, the recordings should have remained in Minnesota, with limited access, so that a watchful eye is present and so they may be kept safe until such time as the Estate is in a position to best utilize them. Neither Comerica nor any of the Heirs reside or work in Los Angeles. If the recordings are kept at Iron Mountain in Los Angeles, there will be little if any ability to control access to the recordings, which not only exposes them to devaluation due to leaks, control of third parties, and possible review of the contents, all of which are a vital part of Decedent's legacy and value of the Estate.

18. [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

19. In short, the Vault at Paisley Park is the best location for this material, especially given the concerns around identification, inventorying, and evaluation of these assets.

Comerica's decision to remove the contents of the Vault exposed them to theft, loss, damage, leaks, and the risk that the contents will not be properly inventoried, evaluated, or copied at Iron Mountain.

20. By Comerica's own admission, after the fact, [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

[REDACTED] Comerica should have considered these important matters prior to moving the Vault assets to Los Angeles, far away from where Prince safely maintained them for decades.

21. The removal of the recordings is made all the more concerning by Comerica's failure to zealously defend against the unauthorized use of other precious Estate assets on the internet. Comerica contracted with a company called [REDACTED] to protect the Estate's intellectual property at substantial expense, but substantial infringement

continues to plague the Estate. For example, [REDACTED]

[REDACTED]
[REDACTED] (See

attached Correspondence (“Ex. B”). Despite assurances that [REDACTED] would take appropriate actions, infringement of Prince’s intellectual property continues, demonstrating that Comerica is either unwilling or unable to aggressively defend the Estate’s assets from unauthorized use.

22. Comerica’s failure to properly protect the Estate’s audio and visual recordings is the just the tip of the iceberg. Despite Comerica’s lack of entertainment and music expertise, Comerica has failed to include those who have had direct experience with Prince and those knowledgeable about the business. Specifically, Comerica has refused to permit Petitioners’ business representative, L. Londell McMillan, to attend Heir meetings and has refused to negotiate reasonable terms of a non-disclosure agreement (“NDA”) related to McMillan. The exclusion of those who understood Prince’s business, as well as certain Heirs, is causing economic waste and irreparable harm to the Estate. In making certain publishing and licensing decisions, Comerica has failed to maximize revenue for the Estate.

23. The unique music and entertainment business knowledge needed to manage and operate the Estate is severely lacking by Comerica and its advisors, potentially costing the Estate millions of dollars. Failure to properly negotiate each deal has substantial consequences. Despite reasonable efforts to assist Comerica, they have stubbornly contested the Petitioners’ (and their advisors’) efforts to create additional value for the Estate. One costly flaw is Comerica’s refusal to utilize the licensing rights of the Estate’s music

publishing catalog to increase the revenue derived from business opportunities. Early on, it became obvious that Comerica either did not understand how to negotiate the best deals for the Estate (utilizing the publishing approval or blocking rights) and/or were unwilling to challenge companies like [REDACTED] to obtain substantially larger licensing fees and advances to benefit the Estate. (*See* Order, p. 2 (dated June 9, 2017)). In situations in which Petitioners' advisor has been involved, the Estate has realized substantially increased income. *Id.*; (*See attached* Email Chain last dated June 5, 2017 ("Ex. C")).

24. This Court will be overwhelmingly burdened should the Heirs challenge each and every ill-advised and incompetent decision of the personal representative, the repercussions of which the Heirs will be saddled with and harmed by after Comerica is eventually discharged. At the same time, Comerica has spent millions of dollars and authorized excessive amounts on consulting and legal fees, notably to Troy Carter, with little to no benefit to the Estate.
25. The Court was hopeful Comerica would be capable of managing the Estate. The Heirs expressed reservations and sought co-personal representatives. Comerica has no experience managing this type of Estate. The Court itself noted that the "entertainment and other business transactions needed to monetize the Estate are challenging and taking place in a fast-paced marketplace." (Order p. 2 (dated August 11, 2016)). Comerica's conduct has been haphazard and inconsistent, demonstrating that it is out of its depth as the personal representative. While it may be able to make certain property business decisions, like selling the Estate's real estate, it lacks the experience and skill to effectively manage the creative business decisions of the Estate. As a consequence, it has

wasted substantial Estate assets in paying an inexperienced, conflicted entertainment advisor and in entering into ill-advised entertainment-related contracts that fail to maximize the value of these Estate assets.

26. As the Court is well aware, Comerica was the personal representative during the dispute over the UMG contract—a rescinded agreement that ultimately cost the Estate a primary income stream. On January 31, 2017, the Estate, managed by Bremer Trust, entered into a contract with Universal Music Group (“UMG”) for the exclusive licensing and distribution of certain musical works that are specified in the contract. Comerica became the personal representative of the Estate effective one day later, on February 1, 2017.
27. On February 9, 2017, during Grammys Weekend, UMG issued a joint press release announcing that UMG had been provided with “exclusive licensing rights to Prince’s NPG recordings, including a library of 25 albums and unreleased works.” The release also stated that “Beginning next year (in 2018), UMG will obtain U.S. rights to certain renowned Prince albums released from 1979 to 1995.”
28. One day later, on February 10, 2017, Warner Bros. Records (“WBR”) sought to undermine the UMG contract by contacting both Comerica and UMG, claiming that an [REDACTED]
- [REDACTED]
- That claim was false because under the WBR contract, [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED] Also, in a move embarrassing to UMG, Comerica approved and allowed WBR to issue a news release regarding WBR putting

out Purple Rain Vault Masters which undermined what UMG thought it had negotiated; this announcement also came during the same weekend of the Grammys. This irritated UMG who had paid so much money for a broad set of rights including these rights and other sound recording distribution rights.

29. In response to WBR's letter and UMG's inquiries, Comerica began an investigation of the rights under the UMG and WBR contracts, and ultimately entered into a rescission agreement with UMG because, in its own words, it could not "unequivocally" rule out the possibility that the rights given to UMG interfered with rights granted to WBR under the 2014 contract. After an unsuccessful negotiation, UMG began to demand a rescission of the [REDACTED] and refused to consider anything after UMG and Comerica entered into a written agreement to rescind the deal, without approval from the Heirs or the Court. This Court ultimately approved the request for rescission, largely to avoid protracted litigation, which resulted in the Estate returning [REDACTED] to UMG. To date, Comerica has not entered into a new contract to replace the lost revenue for the distribution of the all the non-WBR sound recording rights for Prince's music.

30. Although the Court ultimately approved the rescission, it was UMG's handling of the claim by WBR that left the Court with little choice. In the music industry, it is common for companies such as WBR to aggressively assert expansive contractual rights to distribution and licensing, and such disputes are routinely resolved through the negotiation process. In this case, WBR took advantage of Comerica's lack of industry experience and lack of experience with the Estate to make claims well beyond those justified by the WBR contract. However, rather than working with those previously involved with the Estate and rather than promptly and vigorously defending the UMG

contract and asserting the Estate's rights, Comerica first delayed, then took a neutral position and allowed WBR to gain momentum with its false claim that it had rights that were breached by the UMG agreement. Bremer Trust and their legal advisors did not share WBR's view and neither did the Petitioners and their advisors.

31. Comerica breached its duty to the Estate and to the beneficiaries by not promptly and aggressively defending the UMG contract, by allowing WBR's issuance of an untimely and misguided press release regarding Prince music (which embarrassed and irritated UMG) without adequately consulting Bremer or its advisors, by not immediately seeking Court approval to allow discovery of the WBR contract by UMG, by not leveraging the potential of other business dealings with WBR in order to negotiate a favorable resolution that would have allowed the UMG contract to go forward, and by first taking a neutral position, and later entering into a rescission agreement without first involving the heirs or obtaining prior Court approval. Even following rescission, Comerica has breached its duty by indicating that it is going to re-market while conceding [REDACTED] [REDACTED]. Furthermore, most of Prince's sound recording music remains without a worldwide distribution partner and the only music widely available, other than through digital and streaming, is the WBR records. This loss of income even after the rescission is a waste and Prince fans worldwide as well as the Estate suffers as a result.
32. Comerica has been a personal representative for almost ten months now and it has failed to manage and administer the distribution of over 21 albums, recorded and previously released by Prince yet widely unavailable to the public who have yearned to purchase Prince's music since his death. This is a colossal failure and evidences a waste of

millions of potential dollars to the Estate. The lapse of time to have this music made available for sale has caused irreparable harm and will continue to harm the Estate each and every day there is a delay. These legacy albums include:

- a. *Emancipation*
- b. *Crystal Ball*
- c. *One Nite Alone Album*
- d. *Xpectation*
- e. *N.E.W.S.*
- f. *Musicology*
- g. *Lotusflow3r*
- h. *MPL Sound*
- i. *20Ten*
- j. *Plectrumelectrum*
- k. *The Truth*
- l. *The Vault*
- m. *Rave un2 the Joy Fantastic*
- n. *The Rainbow Children*
- o. *NPG Music Club vol1*
- p. *NPG Music Club vol2*
- q. *3121*
- r. *Planet Earth*
- s. *Art Official Age*
- t. *Hit n Run Phase 1*

u. *Hit n Run Phase 2*

33. The filing of this Petition, with receipt to Comerica, triggers a mandatory cease and desist period, in which Comerica may take “no act except to account, to correct maladministration or preserve the estate.” Minn. Stat. § 524.3-611(a). Thus, no further transfer of any recordings may occur until ordered by the Court.
34. To ensure that no more recordings and licenses are exposed to the risk of mismanagement, theft, or leaks, Petitioners also petition the Court for a temporary order restraining Comerica from removing *anything* from Paisley Park, including but not limited to any recordings. Minn. Stat. § 524.3-607. To the extent not constrained by the requirements of Minn. Stat. § 524.3-611(a), if the Court orders protection beyond the cease and desist period, it should restrain Comerica from permitting any digitization of records, entering into any new contracts on behalf of the Estate, disposing/transferring of any Estate assets, or taking any other action that jeopardizes the security and secrecy of valuable Estate assets.

Comerica Creates Conflicts of Interest

35. Comerica also hired an “entertainment advisor” Troy Carter, [REDACTED]
[REDACTED]
[REDACTED] “In determining the best interests of the estate, the personal representative’s compensation and fees, and administrative expenses, shall also be considered.” Minn. Stat. § 524.3-611(b). Carter’s excessive compensation, [REDACTED], are due regardless of the results he obtains and the value he brings to the Estate.

36. Carter is a senior executive of Spotify, one of the world’s leading music-streaming services. This conflict was not disclosed to the Court or the Heirs, at least prior to September 29, 2017, well after he was retained. (*See attached* Troy Carter Presentation (“Ex. E”). Not only is a music-industry executive with substantial conflicting interests heavily advising Comerica, regarding the volumes of invaluable unreleased media, but Spotify continues to stream Prince’s music and almost certainly has interest in securing additional rights. These facts represent clear conflicts of interest created by Comerica. Not only are these conflicts of interest cause for removing Comerica, but Comerica also failed to properly advise the Heirs prior to Carter being retained.
37. Comerica also has refused to compensate the Heirs for their valuable time and expenses, has not made interim distributions, and has provided only scant detail regarding its timeline for transition and distributions from the Estate. Instead, Comerica recommended
- [REDACTED]
- [REDACTED] Upon information and belief, Comerica has shown partiality towards certain Heirs by allowing certain Heirs to live rent free on Estate assets, has private meetings with them concerning the Estate, and may have

informed at least one of them about the transfer of the Vault recordings to California before Petitioners were informed. A personal representative, like a trustee, should have a fiduciary duty of impartiality. *See* Minn. Stat. § 501C.0803.

39. In May 2017, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Comerica Violates Court Orders Regarding Communications with Heirs

40. In appointing Comerica as the corporate personal representative, the Court emphasized the need for transparency and good faith communications, stating that it “expects that Comerica will make communication with the heirs a high priority.” (Transition Order ¶ 4(iii) (dated January 18, 2017)).

41. The Court further recognized the value and issues involved in “licensing and exploiting the entertainment assets of the Estate.” (Order ¶ 3 (dated March 22, 2017)). In so doing, the Court ordered Comerica to provide the “Heirs at least 14 business days prior to entering into any transaction under which the Personal Representative reasonably anticipates receiving more than \$2 million in value, including to allow the Non-Excluded Heirs an opportunity to seek Court relief with respect to any such transaction.”² *Id.*

² Comerica was also required to disclose information necessary for Petitioners to make a knowledgeable assessment of the merits of the proposed transaction. (Order ¶ 8 (dated March 22, 2017)).

Furthermore, “[Comerica] shall...keep the Non-Excluded Heirs informed (reporting on at least a monthly basis) regarding the assets and business transactions of the Estate.” *Id.*

42. Rather than making communications a high priority, as the Court ordered, Comerica often fails to provide any communication to the Petitioners or, when it does, only communicates with them on minor matters and after major plans have been solidified.
43. For example, Comerica has not provided Petitioners with a full accounting or inventory of Estate assets, including the Vault’s contents. Nor has it provided sufficient communication regarding the valuation of the Estate, tax payment options, major litigation considerations or business plans related to the Estate, certain charitable endeavors, or where Estate funds are being deposited. When Petitioners, through counsel, or their business manager have requested information, Comerica has been evasive.
44. Similarly, Comerica has refused to discuss aspects of the estate or present reasonable terms and negotiate an appropriate NDA with McMillan. The Petitioners have an agreement with McMillan to protect their personal and business interests. The Petitioners and their counsel have directed Comerica to provide McMillan with business communications for them to consider. In that role, McMillan has authority to act on Petitioners’ behalf in certain matters, including interactions with Comerica. Despite the Court’s multiple orders directing Comerica to make communication with the heirs a high priority, Comerica has made it difficult and avoided entering a NDA with McMillan and also stated that it intends to disregard communications from McMillan concerning the Estate and its assets. (*See attached* October 12, 2017 Email Chain (“Ex. I”).)

45. In blatantly ignoring Petitioners' business representative, Comerica is failing to stay informed of the Petitioners' concerns. Furthermore, Comerica has held meetings with Heirs in which its representatives have disparaged McMillan and specifically excluded McMillan from meetings involving complex entertainment industry issues despite the Petitioners' repeated requests to involve McMillan, a leading expert in Prince's business affairs.
46. Comerica and its advisors have taken great interest and undertaken major efforts to make personal, creative, and content based decisions, as opposed to corporate type business decisions, which are not within their expertise and are also decisions with which the Heirs should be heavily engaged and involved. Decisions like the contents of Prince's autobiography, Prince's documentary, artwork, photograph images and other creative matters should not be determined solely by a corporate personal representative. Nonetheless, Comerica has disregarded the Heirs' input. The Petitioners believe that Comerica's decisions have not been made in the best interest of the Estate and do not wish to be excluded from the decision making of these personal and creative matters which in some cases may cause irreparable harm to the legacy and memory of Prince. These decisions should not be made exclusively by Comerica or any personal representative in this type of Estate.
47. At first the Petitioners attempted to work with Comerica, attending meetings of the Heirs in order to provide their valuable input. However, Comerica ignored their feedback, directly telling Sharon Nelson that the Heirs had no voice in Comerica's decisions. (March 10, 2017 Nelson Aff. ¶ 7 (on file with Court)). Petitioners believe that Comerica's representatives in this matter, Andrea Bruce and Angela Aycock, are unfit to

deal with people in a stressful environment. At times, they have been aggressive, temperamental, rude, and condescending. *See id.* at ¶ 9. On more than one occasion, Petitioners felt that they were demeaned and belittled by Bruce and Aycock. Being disrespected and ignored by the Estate's personal representative, who they had supported less than two months before, was devastating to the Petitioners, who now find the meetings of the Heirs to be an exercise in futility, especially without their business representative's presence at the meetings.

48. Comerica also entered into a number of substantial agreements involving the licensing of Estate assets prior to disclosure to Petitioners. Notably, Petitioners were not made aware of negotiations or deals with [REDACTED] until after the material terms of such agreements had been reached. Nor was the decision to make assets available on [REDACTED] discussed with the Heirs until after a number of Prince's music videos had already been uploaded. Given Comerica's estimated revenue from this service, the Court's Order required Comerica to discuss the decision with the Heirs prior to taking action.
49. Not only does Comerica fail to properly communicate with Petitioners, but upon information and belief it has also taken steps to obscure its actions, drafting meeting minutes that do not accurately reflect the discussions and information at those meetings. Petitioners' recollection of the discussions at Heir meetings is substantially different than the minutes of those meetings reflect.
50. Comerica has ignored the Court's Order, failing to communicate with the Petitioners, even on critical and fundamental aspects of the Estate's administration. When Petitioners ask important material questions, they have been ignored or pushed aside. Rather than

work with Petitioners in its role as personal representative, Comerica appears to view the Petitioners as adversaries.

51. The adversarial nature of this relationship is detailed in Sharon Nelson's March 10, 2017 affidavit, concerning Comerica's actions during a meeting of the heirs. During the meeting, Comerica's representatives were hostile, dismissive, and even physically confrontational with Sharon Nelson. (Nelson Aff. ¶¶ 7-10). Since that affidavit was filed, the relationship between Petitioners and Comerica has further deteriorated. Consequently, Comerica no longer has Court-mandated communications with Petitioners, to their and the Estate's detriment.
52. Finally, Comerica has indicated that it could take up to fourteen years to close the Estate. While the reasonableness of that estimation is not before the Court on this Petition, it is important to consider the incredibly long relationship that the Estate's personal representative may have with the Heirs. Back in March, Petitioners objected to Comerica's proposed order and warned the Court of the dangers in having a long relationship with Comerica when they had such "grave concerns" then regarding its administration of the Estate.
53. Moreover, the Petitioners are the oldest of the six heirs (77, 76, and 73 years old respectively). While they understand that such a unique Estate, with numerous facets, cannot have all issues resolved in a short period of time, they nonetheless have a strong interest in seeing the Estate moved expediently towards closure. Comerica's lack of experience in the entertainment industry, as well as the numerous issues noted above, will only slow the Estate closure process. If issues involving Estate tax payments truly are the reason that no disbursements have been made, the personal representative should

promptly work with Petitioners to resolve these issues and generate sufficient income to satisfy any tax obligations. Comerica has not. Petitioners would like an opportunity to work with the personal representative to secure any funding necessary to expedite the closing of the Estate.

54. Throughout this process, the Petitioners have not engaged in frivolous or meritless filings, instead focusing on the most important matters to protect the Estate and Prince's legacy. While the Petitioners are loath to add any additional issues to an already complicated process, when viewed as a whole, the removal of Comerica should reduce the number of issues and will likely speed up the transition, rather than slowing it down.
55. In its Transition Order, the Court left open the issue of co-personal representatives becoming involved in the Estate. At this point, Petitioners request that Comerica be removed and the Court allow the Heirs to appoint another corporate personal representative with the Heirs selecting co-personal representatives, particularly with respect to creative business decisions, with the corporate personal representative handling tax, general asset protection, and property matters. Comerica has become a divisive wedge between the Heirs, and it is hoped that Comerica's removal will allow the Heirs to build bridges among themselves and work together to protect and enhance Prince's legacy.
56. This Court has noted that "the unique and extraordinary nature of this probate is undeniable." (Order (dated October 29, 2016)). Given the number of serious issues that have arisen in the short time that Comerica has been the personal representative and the potentially irrevocable harm to this Estate, it would be an egregious mistake to permit

Comerica to remain as personal representative for any additional amount of time, let alone for many more years to come.

WHEREFORE, the undersigned Petitioners respectfully request the Court:

1. Fix a time and place for hearing of this Petition;
2. Direct further briefing and discovery if any objections to this Petition are filed, along with a scheduling order for such matters;
3. Immediately direct Comerica to cease all actions "except to account, to correct maladministration or preserve the estate;"
4. Enter a temporary restraining order restraining Comerica from removing anything from Paisley Park, digitizing any audio or audio-visual recordings, entering into any contracts on behalf of the Estate relating to the entertainment assets of the Estate (other than routine licenses), disposing or transferring any Estate assets, or taking any other action that jeopardizes the security and secrecy of valuable Estate assets;
5. Order that Comerica be permanently removed as the personal representative of the Estate;
6. Order the disposition of all property and assets remaining in the name of, or under the control of, Comerica in a way that protects the Estate's property and assets until a new personal representative can be appointed; and
7. Grant other relief as may be proper under the law.

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

Petitioners:

Date: 10.27.2017

Sharon L. Nelson: Sharon L Nelson

Signed in Dakota County,

State of Minnesota

Date: 10/27/17

Norrine P. Nelson: Norrine P. Nelson

Signed in Hennepin County,

State of Minnesota
Norrine P. Nelson on behalf of

Date: 10/27/17

John R. Nelson: John R. Nelson

Signed in Hennepin County,

State of Minnesota

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Exhibit D

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,

Decedent.

**FINDINGS OF FACT, CONCLUSIONS OF
LAW & ORDER DENYING PETITION
TO PERMANENTLY REMOVE
COMERICA BANK AND TRUST N.A. AS
PERSONAL REPRESENTATIVE**

On October 27, 2017, designated heirs Sharon Nelson, John Nelson and Norrine Nelson (hereinafter referred to as "Petitioners") filed a Petition to Permanently Remove Comerica Bank & Trust N.A. as Personal Representative of the Estate of Prince Rogers Nelson. The Court scheduled the matter for a hearing on November 20, 2017 and ordered that the hearing be closed because of the confidential business negotiations that would be discussed. The Court promised to summarize the claims being made in the Order following the hearing.

At the hearing, Petitioners were represented by William Skolnick; Comerica was represented by Joseph Cassioppi; Alfred Jackson by Justin Bruntjen; and Tyka Nelson and Omarr Baker by Thomas Kane and Steven Silton.

In the Petition, Petitioners allege the following concerns about the performance of Comerica Bank & Trust:

a. Failure to Protect and Manage Assets. Comerica has moved the music and video recordings from the premises of Paisley Park. Petitioners argue that this was done without communication with, and input from, the heirs. They further allege that the recordings were safe at Paisley Park and should have been kept there as the safest depository; that they should have been stored locally so that they could easily be accessed and would be under the watchful eyes of the heirs; and that they were not properly archived and preserved before their transportation.

b. Failure to Protect the Estate's Music Catalog from Unauthorized Use. Comerica has utilized the services of a company known as Mark Monitor to protect the

intellectual property owned by the Estate. Petitioners allege that Mark Monitor has been ineffective in its protection of these assets.

c. **Comerica Lacks the Necessary Business Expertise.** Petitioners allege that Comerica lacks the expertise to negotiate good business deals on behalf of the Estate and otherwise navigate the needs of the Estate in the entertainment industry. Petitioners further allege that Comerica has refused to meet with, or provide information to, Petitioner's business representative, L. Londell McMillian, and has refused to negotiate in good faith in entering into a non-disclosure agreement with him.

d. **Comerica's Chosen Entertainment Industry Expert has an Inherent Conflict.** Comerica has hired Troy Carter to serve as its primary entertainment industry expert. Petitioners allege that when Mr. Carter was hired, they were not informed that he served as an officer of Spotify. Petitioners further allege that Mr. Carter's ongoing role with Spotify is an inherent conflict with his ability to serve in his role for the Estate.

e. **Inadequate Communication.** Petitioners allege, on a more basic level, that Comerica has not maintained a proper level of communication with the heirs, their attorneys or their business representatives. Further, Petitioners allege that, in its proposal to serve as personal representative, Comerica made promises to give the heirs views strong consideration or even a "vote" in making decisions on behalf of the Estate and they have since refused to follow through with those promises. Finally, Petitioners allege that Comerica representatives have, at times, been rude or even threatening to the heirs in their interactions with them.

f. **Failure to Aggressively Defend the UMG Contract.** The Court has previously authorized the rescission of the contract entered into between the Estate and UMG on January 31, 2017. Petitioners allege that Comerica lacked the business acumen to negotiate with UMG and Warner Brothers Records, giving the Court no choice but to rescind the contract.

g. **Failure to Act Impartially.** Petitioners allege that the Estate has allowed Tyka Nelson and Omarr Baker to stay in homes owned by the Estate, but has not extended the same opportunity to Norrine Nelson.

h. Refusal to Allow Partial Distributions from the Estate. Petitioners allege that they are the older heirs of the Estate and should be allowed partial distributions from the Estate before a resolution is reached with the taxing authorities.

i. Failure to Abide by Prior Court Protocols. Petitioners allege that Comerica has failed to follow prior Court orders regarding seeking input from the heirs regarding major licensing agreements involving the entertainment assets of the Estate.

This matter was heard on a motion for temporary relief and the Court issued an Order on October 31, 2017 as follows:

1. The Personal Representative shall continue administering the Estate in accordance with Minn. Stat. §§ 524.3-711, 524.3-715 and all previous Orders and Protocols issued by this Court, including but not limited to the March 22, 2017 Order Regarding Application of Existing Orders and Protocols to the Personal Representative, while the Petition to Permanently Remove the Personal Representative remains pending before the Court.

2. The hearing on the Petition for Removal of the Personal Representative shall be scheduled for November 20, 2017, at 8:30, before the undersigned. As the Court expects that a number of confidential business negotiations shall be discussed at the hearing, this hearing shall be closed to the public and to the media. Following the hearing, and in the order to be prepared by the Court, the Court shall provide a summary of the arguments presented by counsel.

3. During the time prior to the hearing, the Personal Representative shall be extra vigilant in its communication with the heirs and their counsel regarding any negotiations, settlements or important decisions to be made on behalf of the Estate.

4. The Personal Representative shall file any pleadings necessary in any appellate proceedings or any proceedings in any other jurisdiction.

The Court heard argument on the Petition on November 20, 2017. Based upon the arguments of counsel and all of the records, files and proceedings herein, the Court makes the following:

FINDINGS OF FACT & CONCLUSIONS OF LAW

1. The Court has currently identified six heirs of the Estate of Prince Rogers Nelson: Sharon Nelson, John Nelson, Norrine Nelson, Tyka Nelson, Omarr Baker and Alfred Jackson. This Petition is brought by Sharon Nelson, John Nelson and Norrine Nelson.

2. Attorneys for Tyka Nelson, Omarr Baker and Alfred Jackson spoke against the Petition.

3. Comerica Bank & Trust opposed the Petition and stated their willingness and desire to continue to serve as the Personal Representative of the Estate of Prince Rogers Nelson.

4. Minnesota Statutes § 523.3-611 provides that an interested person may petition for removal of a personal representative for cause. Cause for removal exists:

“when removal is in the best interest of the estate, or if it is shown that a personal representative...intentionally misrepresented material facts in the proceedings leading to the appointment, or that the personal representative has disregarded an order of the court, has become incapable of discharging the duties of office, or has mismanaged the estate or failed to perform any duty pertaining to the office.” Minn. Stat. §524.3-611(b) (2017).

5. When Comerica was appointed as Personal Representative, all six heirs supported the appointment. Petitioners argue that, in their presentation seeking appointment, Comerica assured the heirs that the heirs would have a “voice and a vote in important Estate matters” and that Comerica had the expertise to manage an estate involving entertainment industry assets.

6. The Court has stressed that Comerica should place a priority on effective communication with the heirs.

7. Comerica and its attorneys have conducted twice-monthly meetings with the heirs, spending approximately two hours during each session discussing administration of the Estate. The minutes of the meetings were attached to the Declaration of Andrea Bruce as Exhibits Z through QQ. These minutes are delivered to the heirs after each meeting, even if they did not attend the meeting.

8. Comerica communicates with the heirs by email, on average on a daily basis.

9. Representatives of Comerica have been available to the heirs to discuss matters from early in the morning hours, through the work day and well into the evenings.

10. Petitioners argue that the heirs have not been given essential information about the administration of the Estate, that the heir’s counsel and advisors have not been permitted at the

heirs meetings, and that the Estate has refused to allow a court reporter to make a transcript of the meetings so their attorneys and advisors can be fully informed about the discussions at these meetings. They argue that the meeting minutes do not fairly represent the discussions at the meetings.

11. Sharon and Norrine Nelson have claimed that a representative of Comerica was inappropriate or even threatening to Sharon Nelson during a meeting of the heirs on February 28, 2017 and at another meeting on an undetermined date. Sharon and Norrine Nelson further claim that during these meetings they were told that “there would be no voice for the heirs and no vote for the heirs.”

12. Comerica denies that these statements were made or that any actions of intimidation or a threatening nature occurred. In reference to the February 28, 2017 meeting, Omarr Baker states “I was present at the entire meeting in question and did not observe Bruce being physically confrontational toward Sharon Nelson.”

13. In August and September 2017, Comerica moved the audio and audio-visual recordings owned by the Estate from the Paisley Park Studio because they determined that there was inadequate security in place, that many of the recordings were stored in random locations throughout the Paisley Park facility, and that the recordings were not stored in a quality controlled environment.

14. Petitioners respond that the recordings could be better supervised in Minnesota, that improvements could have been made to the Paisley Park facility to properly protect the recordings, that the security of the recordings was jeopardized by transporting them out-of-state, and that Comerica did not adequately discuss the move with the heirs or consider their input.

15. The minutes of the meetings between representatives of Comerica and the heirs document that the relocation of the recordings out of the Paisley Park facility was discussed with the heirs on April 25, 2017, June 27, 2017, August 1, 2017 and October 10, 2017, and that Petitioners were present for three of those meetings. The minutes reflect that on August 1, 2017, representatives of Comerica responded to questions about the relocation from Sharon Nelson. The movement of the recordings was also discussed in detail at a meeting with the Court on September 29, 2017.

16. Petitioners argue that Comerica did not follow protocols previously ordered by the Court in agreeing to move the recordings to another storage facility. Those protocols are for contracts

relating to revenue streams for the Estate and not the safeguarding of assets of the Estate. Safeguarding assets of the Estate is a core responsibility of the Personal Representative.

17. Comerica used due diligence in determining that Paisley Park was not a proper long term storage facility and in selecting the current storage facility.

18. After reviewing the record, the Court is impressed with the security measures used to inventory and secure the audio and audio-visual recordings owned by the Estate. The Court is sure that transporting any unique and non-reproducible asset of this value is an extremely anxiety producing event, but the Court cannot fault the Estate in any way for the manner in which they protected the assets. The record reflects that the recordings were moved without incident and are now stored in a secure and climate-controlled environment.

19. Comerica has retained the services of Mark Monitor to protect the Estate's music catalog from unauthorized use. Comerica used due diligence in selecting Mark Monitor, properly communicated the information to the heirs and had representatives of Mark Monitor meet with the heirs to answer questions.

20. While Petitioners argue in their Petition for Removal and in their oral argument on the Petition that Mark Monitor has not been effective in preventing unauthorized use of the Estate's music catalog, the factual record submitted by Petitioners in support of this Petition, including the Affidavits of Norrine Nelson, Sharon Nelson, Alan Silver, L. Londell McMillan and William Skolnick is almost silent in this regard. During oral argument, it appeared that Petitioners were misinterpreting some of the results of Mark Monitor's efforts.

21. The Court understands that it is impossible to achieve 100% prevention of unauthorized use of the Estate's music catalog and other assets. When one infringing party is stopped, others surface to fill the void.

22. While Petitioners may have felt it premature to suggest other alternatives, the record is absolutely silent as to any person or entity that could do a better job than Mark Monitor.

23. Petitioners argue that Comerica lacks the business expertise to handle an Estate involving entertainment industry assets.

24. Since the untimely death of Prince Rogers Nelson, Bremer Trust and Comerica Bank and Trust have been entrusted with the management of the Estate. When Bremer Trust was first appointed as Special Administrator, there were many emergency measures that had to be taken to secure the assets of the Estate, begin to take control of and begin to administer the properties and

entities owned by Prince Rogers Nelson. Bremer Trust also began a deliberate search to look for a will and attempts to determine who the heirs were. Many of these activities were largely concluded by the time that Comerica took over as Personal Representative.

25. Though the nature of the activities have changed, the intensity of the work has not diminished. The Personal Representative has continued to value the real estate owned by the Estate and list it for sale. The Personal Representative has continued to secure, inventory and protect thousands of personal effects of Prince Rogers Nelson, as well as thousands of audio and video recordings. The Personal Representative has continued to manage the business affairs and royalty agreements previously owned by Prince Rogers Nelson or established after his death. The Personal Representative has attempted to negotiate the distribution rights to the recordings through records, CDs, digital streaming or use of the recordings in any sort of production. The Personal Representative has been challenged with addressing disputes that have arisen regarding prior entertainment deals reached during the life of Prince Rogers Nelson or during the administration of Bremer Trust. The Personal Representative has prosecuted or defended civil litigation proceedings in the State of Minnesota, other states in the United States, and internationally, and has responded to appellate proceedings. The Personal Representative has inventoried many of the Estate's assets (this process is ongoing) and has prepared income and estate tax returns for the Estate. The Personal Representative has communicated with the heirs, their attorneys or advisors and the Court regarding the management of the Estate.

26. Throughout the management of the Estate, Bremer Trust and then Comerica, and their attorneys, have submitted detailed billing statements to the Court for approval. Those statements establish the thousands of hours that have been spent by the Special Administrator and the Personal Representative, and their attorneys, managing the Estate.

27. No single person or small entity could manage all aspects of this Estate. No person would have the expertise necessary to manage all aspects of this Estate, and attorney and consultant specialists to assist in the administration of the Estate would reasonably be expected and required.

28. Comerica requested proposals from 15 candidates to serve as an entertainment advisor for the Estate.

29. Comerica retained the services of Troy Carter to assist in the management of royalty agreements that have previously been entered into and to negotiate new entertainment industry agreements. Based upon the information previously provided and provided in the Declaration of

Troy Carter submitted in response to this Petition, the Court finds that Mr. Carter has the education, training and experience to serve in the role he occupies for the Estate.

30. Mr. Carter lists his responsibilities to the Estate as “reviewing and analyzing synchronization license requests, managing the Estate’s relationships with record labels, UMPG, Bravado and other entertainment partners, managing public relations for the Estate, assisting with litigation and settlement discussions, specific project-based work...,vetting, evaluating, and negotiating entertainment opportunities, leading weekly status calls interspersed with daily emails with Comerica, and developing and implementing the overall entertainment strategy for the Estate. I devote daily attention to managing the entertainment assets of the Estate.”

31. Troy Carter also serves as an executive for the streaming service Spotify. Prior to his appointment as an entertainment advisor for the Estate, Mr. Carter signed an agreement which included a provision that Mr. Carter would disclose any potential or actual conflict between his roles with the Estate and with Spotify and that he would recuse himself from any potential conflicts created by the dual roles he would be performing.

32. Petitioners have claimed that they were not, prior to the appointment of Mr. Carter, made aware of his role with Spotify and his potential conflict.

33. This claim lacks credibility based upon the record, including communications between Mr. McMillan and Mr. Carter, and a simple Google Search indicating that Mr. Carter has been employed with Spotify since 2016.

34. In its supervision of this Estate, the Court has been told and has observed that the entertainment industry, though vast in its reach, is actually a very small community when considering the persons or entities that have the wealth of experience, business acumen and prestige in the industry to serve as an entertainment advisor for this Estate, considering the public interest in the music created by Prince Rogers Nelson and the need to raise extensive funds to pay for the administration of the Estate, to pay the Estate’s tax and other obligations and to properly serve the heirs of the Estate.

35. During the term of Estate administration by Bremer Trust, L. Londell McMillan and Charles Koppelman served as entertainment industry advisors.

36. In the Court’s experience though this Estate, all of the individuals possessing this level of expertise are involved in many facets of the entertainment industry and have their own businesses or are employed by others in the industry. This was certainly true of L. Londell McMillan and

Charles Koppelman who ran North Star Enterprises Worldwide, Inc. and CAK Entertainment, Inc. respectively at the same time they were advising the Estate. All such individuals have their own set of conflicts.

37. While Petitioners state a concern that Troy Carter has an inherent conflict in both being employed by Spotify and serving as an entertainment advisor to the Estate, they have not alleged any examples where an actual conflict has adversely affected the Estate.

38. Petitioners argue that Comerica did not aggressively negotiate with UMG and Warner Brothers Music to prevent the rescission of the agreement entered into between the Estate and UMG on or about January 30, 2017.

39. Within the submissions regarding this Petition and in prior submissions and hearings before this Court, the Court has learned that Comerica became aware shortly after February 6, 2017 that Warner Brothers believed that the UMG agreement conflicted with the agreement reached between Warner Brothers and Prince Rogers Nelson during his lifetime. Comerica quickly began extensive negotiations to avert the rescission of the UMG agreement, ultimately concluding that the only option other than rescission was protracted litigation, likely in the States of New York or California. Comerica therefore petitioned this Court to rescind the agreement.

40. The Court considered extensive written submissions and a one-half day hearing on whether rescission was in the best interest of the Estate. One of the options was to push for further negotiation between the parties. After hearing from all parties, including UMG and Warner Brothers, the Court concluded that further negotiation was not likely to be successful and that rescission was in the best interest of the Estate.

41. Having considered this matter in great detail, including the acts of the Personal Representative to attempt to avoid rescission, the Court will not consider the re-argument of this issue.

42. Prior to the death of Prince Rogers Nelson, siblings Tyka Nelson and Omarr Baker were residing in residences owned by Prince Rogers Nelson. They were not paying rent. The court record is not clear as to whether Ms. Tyka Nelson or Mr. Baker were paying other expenses. During the administration of the Estate by Bremer Trust, Bremer followed this intention of the decedent.

43. Subsequent to the appointment of Comerica, Petitioners raised issue with Ms. Tyka Nelson and Mr. Baker not paying rent to the Estate and Comerica reached an agreement with each of them to begin paying market level rent.

44. Norrine Nelson then sought permission of Comerica to rent a different residence owned by the Estate. Comerica declined this request, indicating that Court approval had already been granted to sell the property and the property was listed for sale.

45. Considering the need of the Estate to raise funds for administration expenses and estate taxes, and the ability of Norrine Nelson to rent elsewhere, the Court cannot find that Comerica failed to act impartially or in a manner not in the best interest of the Estate. Ms. Tyka Nelson and Mr. Baker had lived in residences owned by Prince Rogers Nelson for years and would be forced to move. They are now paying market level rent. Ms. Norrine Nelson asked to rent a property after the Court had already approved it for sale. Comerica acted reasonably under the circumstances.

46. It appears to the Court that the primary driving factors behind the Petition for Removal of the Personal Representative are the role of L. Londell McMillan and the refusal of Comerica to permit interim distributions to the heirs from the assets of the Estate.

47. Mr. McMillan worked with Prince Rogers Nelson for years before his death. Mr. McMillan served the Estate as an entertainment industry advisor resulting in the development of agreements that benefited the Estate. When the Estate was seeking an entity to serve as a corporate personal representative, L. Londell McMillan sought to be appointed as an individual co-personal representative to serve with the corporate personal representative. Mr. McMillan's experience could certainly be an asset to the Estate.

48. On the other side, Mr. McMillan was involved in two agreements which were subsequently voided by the Estate due to issues directly relating to the negotiations of Mr. McMillan and Mr. Koppelman. Mr. McMillan now advises Petitioners. In that capacity, Mr. McMillan has not been willing to enter into a non-disclosure agreement with the Estate even though he entered into a similar agreement with Bremer Trust. It appears to the Court that Mr. McMillan, using the heir status of Petitioners, is trying to usurp control of the Estate.

49. Of significant concern to the Court is the inability or unwillingness of the parties to enter into a non-disclosure agreement between the Estate and Mr. McMillan. In addition to the hardline

stance that the parties have taken regarding negotiations, it appears to the Court that there is a primary issue of underlying trust.

50. Comerica alleges in its response to this Petition that Mr. McMillan attempted to negotiate an entertainment agreement in direct competition with a negotiation contemporaneously being undertaken by the Estate. In his Declaration filed in support of this Petition, Mr. McMillan states he “neither initiated, nor conducted, any business or legal discussions” in competition with the Estate. This assertion appears to be in direct conflict with the record. In a September 21, 2017 email from Mr. McMillan to a representative of Comerica, Mr. McMillan argues that music licenses should be granted to projects being worked on by the Prince heirs, discussed specifically the competing entertainment agreement in competition with the Estate, stating “[c]ertainly, the Prince Heirs should pursue projects that will generate income for them and the Prince Estate” and stated that he was the formal exclusive business advisor to Petitioners. At the September 29, 2017 meeting with the Court, Sharon and Norrine Nelson referred to pursuing the competing entertainment agreement.

51. Due to the lack of trust, the unwillingness to enter into a written non-disclosure agreement and the possible direct conflict with the Estate due to the two voided agreements, the Personal Representative has acted properly with respect to its dealings with Mr. McMillian and the caution that it has used in negotiating the non-disclosure agreement.

52. Petitioners have also raised the issue of trust, stating that they can no longer trust the Personal Representative.

53. It is imperative that a high level of trust between Petitioners and the Personal Representative be restored.

54. This Estate has run through millions of dollars of expenses, mostly for good reason considering the complexity of the matter and the vast array of responsibilities undertaken by the Special Administrator and the Personal Representative and the appropriate level of input and participation from the heirs.

55. The administration of this Estate is much like the running of a business with real estate taxes and the expenses of running the various business activities that are the legacy of Prince Rogers Nelson.

56. Estate taxes have been projected by the Estate. However, the Internal Revenue Service may conduct an audit of the return, resulting in uncertainty as to the final amount of taxes to be paid.

57. Bremer Trust and Comerica have worked hard and successfully to meet the expenses of the Estate and to **start** to raise the funds necessary for the payment of Estate taxes as well as future administration expenses.

58. The heirs have chosen to date, to retain the legacy of Prince Rogers Nelson and not to sell off the recording collection. Certainly some memorabilia will be kept by the heirs personally or for display at Paisley Park. To the Court's knowledge, none of these items of personal property have been sold off by the Estate.

59. The retention of the recording collection and the personal property does not provide the Estate with liquidity sufficient for the administration of the Estate, payment of Estate taxes, and interim distributions.

60. If the Personal Representative would make interim distributions to the heirs and then not have the funds to pay the expenses of the Estate, the Personal Representative could be found personally liable. More likely, the Personal Representative would be required to sell off assets of the Estate to the dismay of the heirs.

61. The Court commends the level of communication that Comerica has provided to the heirs who wish to avail themselves of it, either in regular meetings or separate meeting with the heirs, their attorneys and their advisors. This case has recently seen examples where the heirs have not sought out information from Comerica.

62. However, the Court recognizes the need to make sure that Comerica is engaging in the type of communication which best serves the heirs while maintaining the integrity of their Estate administration. There are few entities that could serve in the role of Personal Representative of this Estate and the Court is convinced that another entity would be different, not necessarily better. It would cost the Estate millions of dollars to change over to a new personal representative with the necessary learning curve for the new personal representative and the transition of activities from one entity to another.

63. The Court believes it to be far more in the best interest of the Estate to attempt to improve the level or manner of communication between Comerica and the heirs, their attorneys and their

advisors so that all heirs feel they are properly advised regarding the administration of the Estate and their input is considered, as appropriate.

64. The Court has attempted, as well, to keep an open line of communication with Comerica and the heirs, to conduct informal conversations when appropriate, and the Court conducted a meeting with Comerica and the heirs on September 29, 2017. The Court acknowledges that Petitioners expressed considerable dissatisfaction with the administration of the Estate at the September 29th meeting. The Court believes it would have been more appropriate if the specific issues that needed to be addressed, including the manner of communication, the non-disclosure agreement with L. Londell McMillan and the possibility of interim distributions, had been brought to the Court in a constructive manner, seeking solutions and avoiding unnecessary expense.

65. This Petition has been brought before the Court to further Petitioners' agenda and not in the best interest of the Estate. The result has been a needless increase in the cost of this proceeding. The need to improve the level of trust and communication could have been addressed in a constructive manner without the discharge of the current Personal Representative. The Court finds that the legal contention that interim distributions be distributed to the heirs is not supported by existing law.

Based upon the foregoing Findings of Fact and Conclusions of Law, the Court makes the following:

ORDER

1. The Petition to Permanently Remove Comerica Bank & Trust, N.A. as Personal Representative is hereby respectfully DENIED.

2. Retired Justice James H. Gilbert is hereby appointed by the Court to serve in the role of a moderator and mediator for the Personal Representative and the heirs. The moderator/mediator is appointed by the Court to provide the following services to the Estate:

- a. Ensure a high level of communication between the Personal Representative and the heirs. This includes determining when and how the heir's attorneys and advisors would be included in this communication.
- b. Attempt to negotiate an appropriate non-disclosure agreement between the Estate and Mr. L. Londell McMillan if this is determined to be in the best interest of the Estate.

- c. In the event of ongoing or future disputes between the Personal Representative and the heirs, to assist the Court as an independent third party in determining whether the Personal Representative is adequately communicating with the heirs, whether the heirs or their advisors are attempting to drive their own agenda to the detriment of the Estate, and whether the Personal Representative needs to be granted additional independence and reduce the influence of the heirs in the decision making process.

3. The Court will expand the breadth of the services to be performed by moderator/ mediator, if deemed appropriate, upon the request of the moderator/mediator, the Personal Representative, the heirs or *sua sponte* by the Court. The Court will grant the moderator/mediator the powers of a Rule 53 special master if the Court deems it in the best interest of the Estate and necessary to preserve the assets of the Estate by lowering the cost of administration.

4. The Personal Representative shall submit a statement of their attorney fees that were directly the result of responding to the Petition. The Court reserves the right to award attorney fees in favor of the Estate and against Petitioners. If the Court does award attorney fees, the Court will not require it to be paid out-of-pocket but will offset it against attorney fees that Petitioners may, in the future, request to be paid by the Estate for work that Petitioners attorneys may do in the furtherance of the administration of the Estate.

BY THE COURT:

Dated: December 18 2017

Kevin W. Eide
Judge of District Court

NOTICE: A true and correct copy of this Order/Notice has been served by EFS upon the parties. Please be advised that orders/notices sent to attorneys are sent to the lead attorney only.

Exhibit E

STATE OF MINNESOTA
COUNTY OF CARVER

FILED
MAR 22 2017
CARVER COUNTY COURTS

DISTRICT COURT
FIRST JUDICIAL DISTRICT
PROBATE DIVISION
Case Type: Special Administration

In the Matter of:

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

Estate of Prince Rogers Nelson,

Decedent.

**ORDER REGARDING APPLICATION
OF EXISTING ORDERS AND
PROTOCOLS TO THE
PERSONAL REPRESENTATIVE**

The above-entitled matter came before the undersigned pursuant to the memorandum filed on March 3, 2017 by Comerica Bank & Trust, N.A., as Personal Representative of the Estate of Prince Rogers Nelson, as directed by this Court's Order dated February 22, 2017. The Court has also received and considered the Objection to Proposed Order regarding Application of Existing Orders and Protocols to the Personal Representative filed March 10, 2017.

Bremer Trust, N.A. was appointed Special Administrator of the Estate by this Court's Order dated April 27, 2016. Because the appointment was temporary, the Court entered a series of orders granting powers to, or limiting the powers of, the Special Administrator, including the following orders (collectively, the "Special Administrator Orders"):

- Order Authorizing Depositions and Discovery dated May 18, 2016;
- Findings of Fact, Order & Memorandum Authorizing Special Administrator's Employment of Entertainment Industry Experts dated June 8, 2016;
- Interim Order Regarding Estate Administration Following the Court's July 28, 2016 Order dated August 11, 2016;
- Order Regarding Listing and Sale of Real Property dated August 11, 2016;
- Order Regarding Exhibition Operating Agreement for Paisley Park Museum dated August 17, 2016;
- Order Adopting Modified Protocol for Confidential Business Agreement dated August 30, 2016;

- Order Approving Fees and Costs and Expenses and Establishing Procedure for Review and Approval of Future Fees and Costs and Expenses dated October 28, 2016;
- Order Authorizing Limited Extension of Monetization Experts dated November 8, 2016; and
- Order Establishing Protocol for Finalizing Court-Approved Entertainment Agreements dated November 23, 2016.

The Personal Representative was appointed personal representative of the Estate, effective February 1, 2017, pursuant to this Court's Order dated January 20, 2017, as amended by this Court's Order dated January 31, 2017. The Court has not specifically addressed whether, and to what extent, the Special Administrator Orders apply to the Personal Representative.

Ordinarily, under Minnesota's Uniform Probate Code, a personal representative has "the same power over the title to property of the estate that an absolute owner would have," and "[t]his power may be exercised without notice, hearing, or order of court." Minn. Stat. § 524.3-711. Unless specifically limited by the Court, those powers include the ability to enter into the twenty-nine categories of transactions set forth in Minn. Stat. § 524.3-715.

Although the Court has not entered a final order determining heirship in this matter, the Court is reasonably certain that Norrine Nelson, Sharon Nelson, John R. Nelson, Tyka Nelson, Omarr Baker, and Alfred Jackson (the "Non-Excluded Heirs") will be found to be the heirs of the Decedent. Based on the extraordinary circumstances of this Estate and the interests of the Non-Excluded Heirs, the Court finds that it is appropriate to impose limited restrictions on and guidelines for the Personal Representative in this matter. Therefore, the Court makes the following:

ORDER

1. Unless otherwise expressly limited herein, the Personal Representative shall have all of the powers of a personal representative under Minnesota's Uniform Probate Code as set forth

in Minn. Stat. § 524.3-701, *et seq.* Further, except to the extent set forth herein, the Special Administrator Orders or any other order entered restricting or otherwise affecting the authority of the Special Administrator shall not apply to the Personal Representative.

2. The Personal Representative is authorized to continue the listing and sale of the following parcels of real property as set forth in the Order Regarding Listing and Sale of Real Property dated August 11, 2016:

- a. 2178 Red Fox Circle, Chanhassen, MN 55317
- b. 2179 Red Fox Circle, Chanhassen, MN 55317
- c. Turks and Caicos.

The Personal Representative is further authorized to list and sell the following parcels of real property:

- a. 99 Lake Drive E., Chanhassen, MN 55317
- b. Lot 1, Block 2, Aztec Drive Addn.

The Personal Representative's authority to sell the properties listed herein shall be without any minimum price requirement or other condition, with the expectation that the Personal Representative will obtain the highest sale price available under the circumstances. However, if the Personal Representative is unable to sell a parcel for at least 90% of its appraised value, the Non-excluded Heirs shall be granted a first right of refusal to purchase the property at the negotiated price. If the Personal Representative receives an offer that is less than 90% of a parcel's appraised value, the Personal Representative shall notify the Non-excluded Heirs of the offer and any Non-excluded Heir desiring to exercise the first right of refusal shall provide notice to the Personal Representative of their intent to do so within 48 hours thereafter. If multiple Non-

excluded Heirs desire to purchase a parcel pursuant to the first right of refusal, the parcel shall be sold to the highest bidder.

The Personal Representative shall not be permitted to sell the parcels of real property located at 539 Newton Ave. N., Minneapolis, MN, 115 King Creek Road, Golden Valley, MN, 3420 Snelling Ave., Minneapolis, MN, 8020 Park Place, Chanhassen, MN 55317, 7141 Galpin Blvd., Chanhassen, MN 55317, 6921 Galpin Blvd., Excelsior, MN 55331, 7021 Galpin Blvd., Chanhassen, MN 55317, Tract C RLS 89 (vacant lot off Galpin Blvd.), and Tract B RLS 89 (156 acres on Galpin Blvd.) without permission of the Court, after the Non-Excluded Heirs have had notice and an opportunity to be heard.

3. The Personal Representative is authorized to enter into any lawful business transactions, including related to licensing or otherwise exploiting the entertainment assets of the Estate, that the Personal Representative deems appropriate and necessary to maximize the value of the Estate and its assets; provided, however, that the Personal Representative shall provide the Non-Excluded Heirs notice at least 14 business days prior to entering into any transaction under which the Personal Representative reasonably anticipates receiving more than \$2 million in value, including to allow the Non-Excluded Heirs an opportunity to seek Court relief with respect to any such transaction. It is the intent of the Court that the Personal Representative not be required to provide advance notice to or seek the approval of the Non-Excluded Heirs for routine licensing, exploitation, and other contractual matters. The Personal Representative shall, however, keep the Non-Excluded Heirs informed (reporting on at least a monthly basis) regarding the assets and business transactions of the Estate.

4. The Personal Representative is authorized to retain accountants, appraisers, entertainment industry experts, counsel, realtors, and other professionals the Personal

Representative deems necessary to administer the Estate, pursuant to terms the Personal Representative determines are reasonable under the circumstances. Nothing herein shall limit the Personal Representative or the Non-Excluded Heirs from seeking Court review of the propriety of the employment of any agent by the Personal Representative or the reasonableness of an agent's compensation pursuant to Minn. Stat. § 524.3-721.

5. The Personal Representative is authorized to receive compensation pursuant to Minn. Stat. § 524.3-719. For the time period of February 1, 2017 through February 1, 2018, the Personal Representative shall be provisionally entitled to receive compensation at the rate of \$125,000 per month, plus reimbursement for expenses incurred in connection with administration of the Estate, subject to Paragraph 7 herein. Prior to February 1, 2018, the Personal Representative shall petition the Court regarding the amount of its compensation for the time period of February 1, 2018 through February 1, 2019, based on the then anticipated needs and activities of the Estate.

6. Counsel for the Personal Representative are entitled to fees, costs, and expenses pursuant to Minn. Stat. §§ 525.515, 524.3-720, and 524.3-721. The Personal Representative is authorized to pay its counsel for legal services, costs, and expenses as invoices are submitted to the Personal Representative without advance approval of the Court, but subject to Paragraph 7 herein.

7. On June 16, 2017, and every four months thereafter, the Personal Representative shall submit to the Court for review and approval: (1) an affidavit ("Personal Representative Fee Affidavit") that details the compensation and expense reimbursements of the Personal Representative for the preceding four month period (*i.e.*, February 1, 2017 through May 31, 2017, except that the initial Personal Representative Affidavit shall include all amounts beginning during December 2016); and (2) an affidavit of counsel ("Attorney Fee Affidavit") that attaches

unredacted copies of all itemized billing statements that represent attorneys' fees, costs, and expenses for which the Personal Representative seeks Court approval for the preceding four month period (*i.e.*, February 1, 2017 through May 31, 2017, except that the initial Attorney Fee Affidavit shall include all amounts beginning during December 2016). When submitting the Attorney Fee Affidavits, billing statements and Personal Representative Fee Affidavits, the Personal Representative shall serve unredacted copies to counsel for the Non-Excluded Heirs. The Non-Excluded Heirs shall have 14 days after service to submit written objections. The Court will consider all supporting submissions made by the Personal Representative and will order the Personal Representative to reimburse the Estate in an amount that it determines to be reasonable and appropriate, if the Court believes that there was an overpayment of the Personal Representative's fees or expense reimbursements. Similarly, the Court will consider all supporting submissions made by the Personal Representative in connection with the Attorney Fee Affidavits and will order counsel for the Personal Representative to reimburse the Estate in an amount that it determines to be reasonable and appropriate, if the Court believes that there was an overpayment of the attorneys' fees, costs, and expenses. *See* Minn. Stat. § 524.3-721. Any submission of unredacted Attorney Fee Affidavits and Personal Representative Fee Affidavits (together, "Fee Affidavits"), or supporting detail for this Court's review shall not be deemed to constitute a waiver of the attorney-client privilege or work product doctrine. To the extent counsel for the Non-Excluded Heirs receive the Fee Affidavits and supporting documents, those documents may be shared with their clients, however counsel and the Non-excluded Heirs shall maintain the confidentiality of such documents and shall not disclose the contents to third parties. The disclosure of any attorney-client privilege or work product material contained in unredacted Fee Affidavits and supporting documents provided to counsel for the Non-Excluded Heirs shall not be

deemed a waiver of confidentiality, the attorney-client privilege, or the work-product doctrine, given the common interest of the Personal Representative and the Non-Excluded Heirs. Accordingly, Court filings that include Fee Affidavits and supporting documents shall be filed under seal to preserve the privilege and work product protections, and maintain the confidentiality of the ongoing business work of the Estate, with the understanding that the Personal Representative will file redacted versions of those documents to limit the sealed material to information which is privileged or confidential.

8. As to the sharing and disclosure of confidential information (including confidential business information and genetic testing results) by the Personal Representative, either pursuant to this Order or in the exercise of the Personal Representative's discretion to share confidential information when not required by this Order, the Personal Representative is authorized to limit such disclosure to the Non-Excluded Heirs and their counsel, with the understanding that the Personal Representative will have the discretion to share such information in a manner that does not compromise any applicable attorney-client and work product protections or hamper the confidentiality needed for future business and tax purposes. Specifically with respect to confidential business information involving any transaction under which the Personal Representative reasonably anticipates receiving more than \$2 million in value, the Personal Representative shall disclose to the Non-excluded Heirs and their counsel such information as is necessary for them to make a knowledgeable assessment of the merits of the proposed transaction. The Non-excluded Heirs and their counsel shall not disclose such confidential business information to third parties without that party first entering into a non-disclosure agreement in a form approved by the Personal Representative.

9. Nothing herein precludes the Personal Representative from seeking Court approval for transactions and agreements by formal request of the Court, even if not required under this Order, with notice and an opportunity to be heard as required by the Court.

10. The Personal Representative is authorized to employ subpoenas pursuant to Minn. R. Civ. P. 45, as well as the discovery means addressed by Minn. R. Civ. P. 26-37. *See* Minn. Stat. § 524.1-304. The Personal Representative is also authorized to utilize interstate depositions and discovery, including requesting the issuance of subpoenas pursuant to the authority of courts in jurisdictions outside of Minnesota, with this Order serving as the Court's authorization of the Personal Representative to seek appropriate legal process in other jurisdictions for the purposes discussed above. To the extent notice to all parties is required, *see, e.g.*, Minn. R. Civ. P. 45.01(e), the Personal Representative shall provide notice to the interested persons, including those entitled to notice pursuant to Minn. Stat. § 524.3-204.

11. Nothing herein shall modify or otherwise affect any orders or protocols entered by the Court that are not-related to the powers of the Special Administrator including, without limiting the foregoing, the Court's orders and protocols regarding genetic testing and excluding individuals as heirs of the Decedent.

BY THE COURT:

Dated: March 20, 2017



Kevin W. Eide
Judge of District Court

NOTICE: A true and correct copy of this Order/Notice has been served by EFS upon the parties. Please be advised that orders/notices sent to attorneys are sent to the lead attorney only.