

## LARSON • KING

**PETER J. GLEEKEL**  
Direct Dial: 651-312-6555  
E-Mail: pgleekel@larsonking.com

October 23, 2018

**VIA E-FILE**

Honorable Kevin W. Eide  
District Court Judge  
Carver County District Court  
604 East Fourth Street  
Chaska, Minnesota 55318

**Re: *Estate of Prince Rogers Nelson***  
***Court File No.: 10-PR-16-46***

Your Honor:

We are submitting this letter in our capacity as the Court-appointed Second Special Administrator. We write to seek clarification with respect to potential ambiguities arising out of the Court's October 17, 2018 Amended Order Granting Bremer Trust, N.A.'s Motion to Lift the Stay of Discharge and Approve Payment of Attorneys' Fees and Costs ("Order"). Specifically, Paragraph 2 of the Court's Order lifting "[t]he portion of the Court's March 27, 2017 Order stating that Bremer Trust and its agents are hereby discharged from any and all liability to the Estate of Prince Rogers Nelson associated with its Special Administration of the Estate is hereby reinstated" contains a potential ambiguity with respect to the scope of the Bremer "agents" the Court intended to discharge.

Your Honor, in the Order of June 14, 2018, authorized us to pursue claims, on behalf of the Estate, against those parties whom we indicated in our December 15, 2017 and May 15, 2018 Reports the Estate had claims for potential liability arising out of the rescinded UMG Catalog Agreement and terminated Jobu Tribute Concert Agreement. Specifically, with respect to the rescinded UMG Catalog Agreement, our Report indicated that the Estate had claims against Stinson Leonard Street, LLP ("SLS"), Meister Seelig & Fein ("Meister Seelig"), NorthStar Enterprise Worldwide, Inc. ("NorthStar") and CAK Entertainment, Inc. ("CAK"). As to the second Report to the Court that addressed claims arising out of the terminated Jobu Presents Tribute Concert Agreement, we reported that the Estate had claims for potential liability against NorthStar, CAK and Jobu Presents, Inc. ("Jobu"). In light of our Reports and the Court's authorization to pursue those claims, we want to confirm that Paragraph 2 of the Court's Order was not intended to, nor did it, discharge or release SLS, Meister Seelig, NorthStar or CAK from

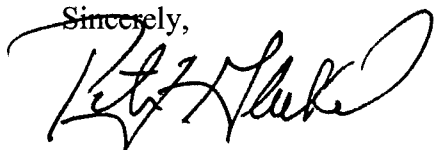
Honorable Kevin W. Eide  
October 23, 2018  
Page 2

any potential liability to the Estate. In other words, in light of what has transpired with respect to our Second Special Administration and the claims identified in our Reports to the Court, that Your Honor's reference to Bremer Trust's "agents" at Paragraph 2 of the Amended Order pertains only to employees, officers and directors of Bremer Trust, and not to SLS, Meister Seelig, NorthStar and/or CAK.

Second, we also seek clarification that the Court's approval of the fees and costs incurred by the attorneys at SLS both prior to February 1, 2017 and subsequent to February 1, 2017 through the date of the Court's Order, October 17, 2018, was not intended to discharge or release SLS from any potential liability arising out of the claims identified by the Second Special Administrator in our December 15, 2017 Report to the Court on the rescinded UMG Catalog Agreement.

Thank you for your time and attention. If the Court has any questions or requires any further submissions on the issues identified in this letter, please let us know.

Sincerely,



Peter J. Gleekel  
PJG/jh  
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cc: Erin Lisle (*via e-file*)  
Barbara Berens (*via email*)  
Al Silver (*via e-file*)  
L. Londell McMillan (*via email*)  
Ken David (*via email*)  
Justin Bruntjen (*via e-file*)  
Tyka Nelson (*via e-file*)  
Sharon Nelson (*via email*)  
Norrine Nelson (*via e-file*)  
John Nelson (*via e-file*)  
Omarr Baker (*via e-file*)