UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): August 2, 2013

Dell Inc.

(Exact name of registrant as specified in its charter)

Delaware	**0-17017**	**74-2487834**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

One Dell Way, Round Rock, Texas 78682
(Address of principal executive offices) (Zip Code)

(Registrant's telephone number, including area code): (800) 289-3355

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 – Entry into a Material Definitive Agreement.

On August 2, 2013, Dell Inc., a Delaware corporation (the "Company"), entered into an amendment ("Amendment No. 1") to the Agreement and Plan of Merger (the "Merger Agreement"), dated as of February 5, 2013, with Denali Holding Inc., a Delaware corporation ("Parent"), Denali Intermediate Inc., a Delaware corporation and wholly-owned subsidiary of Parent ("Intermediate"), and Denali Acquiror Inc., a Delaware corporation and wholly-owned subsidiary of Intermediate ("Merger Sub" and, together with Parent and Intermediate, the "Parent Parties") (the Merger Agreement, together with Amendment No. 1, the "Amended Merger Agreement"). Parent is owned by Michael S. Dell, Chairman and Chief Executive Officer of the Company, and investment funds affiliated with Silver Lake Partners.

Amendment No. 1 provides for an increase in the per share merger consideration to be paid to the Company's stockholders from $13.65 per share in cash, without interest, to $13.75 per share in cash, without interest, provides for the Company to pay a special $0.13 per share cash dividend to holders of record as of a date to be determined prior to the effective time of the merger, and permits the Company to advance the record date for the quarterly cash dividend of $0.08 per share with a record date that would otherwise fall between September 26, 2013 and October 16, 2013 to ensure that such record date precedes the effective time of the merger and enable the Company to comply with notice requirements under applicable law with respect to such record date.

Amendment No. 1 also revises the condition to the closing of the merger that required the affirmative vote (in person or by proxy) in favor of the proposal to adopt the Merger Agreement by the holders of a majority of the outstanding shares of Common Stock owned, directly or indirectly, by the Unaffiliated Stockholders (as defined below) to instead require the affirmative vote (in person or by proxy) of the holders of at least a majority of the outstanding shares of Common Stock owned, directly or indirectly, by Unaffiliated Stockholders that are present in person or by proxy and that are voted for or against the proposal to adopt the Amended Merger Agreement. For purposes of this paragraph, "Unaffiliated Stockholders" means stockholders of the Company other than the Parent Parties, Mr. Dell and certain entities related to him, any other officers and directors of the Company or any other person having an equity interest in, or any right to acquire an equity interest in, Merger Sub or any entity of which Merger Sub is a direct or indirect subsidiary.

Amendment No. 1 also decreases the termination fee the Company would have to pay to Parent from $450 million in cash to $180 million in cash in the event that within twelve months of termination of the Amended Merger Agreement by the Company or Parent in connection with the Company's stockholders not voting to adopt the Amended Merger Agreement, the Company enters into a definitive agreement with respect to any recapitalization, or any extraordinary dividend or share repurchase, or a recapitalization, or an extraordinary dividend or share repurchase, is consummated that, together with any related transactions, would not result in any Person or group beneficially owning 50% or more of any class of equity securities of the Company.

Amendment No. 1 also provides that the Company will take all necessary action to reduce the exercise price per share of each option to purchase shares of common stock of the Company, whether vested or unvested, by the amount of the $0.13 per share special cash dividend and that holders of restricted stock units with respect to shares of common stock of the Company and restricted shares of common stock of the Company will receive such special dividend as dividend equivalents or dividends payable, as applicable, at the time that amounts are payable in respect of such restricted stock units and restricted stock pursuant to the terms of the Amended Merger Agreement.

Other than as expressly modified pursuant to Amendment No. 1, the Merger Agreement, which was filed as Annex A to the definitive proxy statement filed with the Securities and Exchange Commission by the Company on May 31, 2013, remains in full force and effect as originally executed on February 5, 2013. The foregoing description of Amendment No. 1 and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, the full text of Amendment No. 1, attached hereto as Exhibit 2.1 to this Current Report on Form 8-K, which is incorporated herein by this reference.

Item 8.01 – Other Events.

On August 2, 2013 the Company issued a press release announcing that it had entered into Amendment No. 1. A copy of this press release issued by the Company, dated August 2, 2013, is filed as Exhibit 99.1 to this report and is incorporated by reference in this Item 8.01.

Additional Information and Where to Find It

In connection with the proposed merger transaction, the Company filed with the SEC a definitive proxy statement and other relevant documents, including a form of proxy card, on May 31, 2013. The definitive proxy statement and a form of proxy have been mailed to the Company's stockholders. Stockholders are urged to read the proxy statement and any other documents filed with the SEC in connection with the proposed merger or incorporated by reference in the proxy statement because they contain important information about the proposed merger.

Investors will be able to obtain a free copy of documents filed with the SEC at the SEC's website at http://www.sec.gov. In addition, investors may obtain a free copy of the Company's filings with the SEC from the Company's website at http://content.dell.com/us/en/corp/investor-financialreporting.aspx or by directing a request to: Dell Inc. One Dell Way, Round Rock, Texas 78682, Attn: Investor Relations, (512) 728-7800, investor_relations@dell.com.

The Company and its directors, executive officers and certain other members of management and employees of the Company may be deemed "participants" in the solicitation of proxies from stockholders of the Company in favor of the proposed merger. Information regarding the persons who may, under the rules of the SEC, be considered participants in the solicitation of the stockholders of the Company in connection with the proposed merger, and their direct or indirect interests, by security holdings or otherwise, which may be different from those of the Company's stockholders generally, is set forth in the definitive proxy statement and the other relevant documents filed with the SEC. You can find information about the Company's executive officers and directors in its Annual Report on Form 10-K for the fiscal year ended February 1, 2013 (as amended with the filing of a Form 10-K/A on June 3, 2013 containing Part III information) and in its definitive proxy statement filed with the SEC on Schedule 14A on May 24, 2012.

Forward-looking Statements

Any statements in these materials about prospective performance and plans for the Company, the expected timing of the completion of the proposed merger and the ability to complete the proposed merger, and other statements containing the words "estimates," "believes,"

"anticipates," "plans," "expects," "will," and similar expressions, other than historical facts, constitute forward-looking statements within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Factors or risks that could cause our actual results to differ materially from the results we anticipate include, but are not limited to: (1) the occurrence of any event, change or other circumstances that could give rise to the termination of the merger agreement; (2) the inability to complete the proposed merger due to the failure to obtain stockholder approval for the proposed merger or the failure to satisfy other conditions to completion of the proposed merger, including that a governmental entity may prohibit, delay or refuse to grant approval for the consummation of the transaction; (3) the failure to obtain the necessary financing arrangements set forth in the debt and equity commitment letters delivered pursuant to the merger agreement; (4) risks related to disruption of management's attention from the Company's ongoing business operations due to the transaction; and (5) the effect of the announcement of the proposed merger on the Company's relationships with its customers, operating results and business generally.

Actual results may differ materially from those indicated by such forward-looking statements. In addition, the forward-looking statements included in these materials represent our views as of the date hereof. We anticipate that subsequent events and developments will cause our views to change. However, while we may elect to update these forward-looking statements at some point in the future, we specifically disclaim any obligation to do so. These forward-looking statements should not be relied upon as representing our views as of any date subsequent to the date hereof. Additional factors that may cause results to differ materially from those described in the forward-looking statements are set forth in the Company's Annual Report on Form 10–K for the fiscal year ended February 1, 2013, which was filed with the SEC on March 12, 2013, under the heading "Item 1A—Risk Factors," and in subsequent reports on Forms 10 –Q and 8–K filed with the SEC by the Company.

Item 9.01 – Financial Statements and Exhibits.

The Company herewith furnishes the following document as an exhibit to this report:

Exhibit Number	Description
2.1	Amendment No. 1 to the Agreement and Plan of Merger by and among Denali Holding Inc., Denali Intermediate Inc., Denali Acquiror Inc. and Dell Inc., dated August 2, 2013
99.1	Press Release issued by Dell Inc., dated August 2, 2013

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DELL INC.

Date: August 2, 2013

By: /s/ Janet B. Wright
Name: Janet B. Wright
Title: Vice President and Assistant Secretary (Duly Authorized Officer)

EXHIBIT INDEX

Exhibit Number	Description
2.1	Amendment No. 1 to the Agreement and Plan of Merger by and among Denali Holding Inc., Denali Intermediate Inc., Denali Acquiror Inc. and Dell Inc., dated August 2, 2013
99.1	Press Release issued by Dell Inc., dated August 2, 2013

Exhibit 2.1

Execution Copy

AMENDMENT NO. 1

TO THE

AGREEMENT AND PLAN OF MERGER

THIS AMENDMENT NO. 1 TO THE AGREEMENT AND PLAN OF MERGER, dated as of August 2, 2013 (this " Amendment"), is entered into by and among Denali Holding Inc., a Delaware corporation (" Parent"), Denali Intermediate Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("Intermediate"), Denali Acquiror Inc., a Delaware corporation and a wholly-owned subsidiary of Intermediate (" Merger Sub" and, taken together with Intermediate and Parent, the "Parent Parties"), and Dell Inc., a Delaware corporation (the "Company"). Capitalized terms used but not defined elsewhere in this Agreement shall have the meanings ascribed to them in the Agreement and Plan of Merger, dated as of February 5, 2013, by and among the Parent Parties and the Company (the "Merger Agreement").

RECITALS

WHEREAS, the parties desire to amend the Merger Agreement so as to, among other things, increase the Merger Consideration from $13.65 to $13.75, permit the payment by the Company of a $0.13 per share special cash dividend to holders of record prior to the Closing and reduce the Company Termination Fee under certain circumstances;

WHEREAS, the willingness of the Parent Parties to agree to such increase in the Merger Consideration, such special cash dividend and such reduction of the Company Termination Fee is conditioned on the other amendments to the Merger Agreement set forth in this Amendment;

WHEREAS, the Company Board, acting upon the unanimous recommendation of the Special Committee, has (i) determined that the transactions contemplated by the Merger Agreement as amended by this Amendment, including the Merger, are fair to, and in the best interests of, the Company's stockholders (other than the MD Investors), (ii) approved and declared advisable the execution, delivery and performance of this Amendment and the consummation of the transactions contemplated by the Merger Agreement as amended by this Amendment, including the Merger, and (iii) resolved to recommend that the Company's stockholders adopt the Merger Agreement as amended by this Amendment;

WHEREAS, the boards of directors of each of the Parent Parties have, on the terms and subject to the conditions set forth herein, approved and declared advisable the Merger Agreement as amended by this Amendment and the transactions contemplated herein; and

WHEREAS, the parties have agreed to amend the Merger Agreement as provided in this Amendment.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Parent Parties agree as follows:

1. Amendment of Section 2.1(a). The reference to "$13.65" in Section 2.1(a) of the Merger Agreement is hereby amended to be "$13.75".

2. Amendment of Section 2.3(a). Section 2.3(a) of the Merger Agreement hereby is amended by inserting the following sentence after the last sentence of Section 2.3(a)

"Notwithstanding anything to the contrary contained in this Agreement, upon the declaration by the Company of the $0.13 per Share special cash dividend permitted by Section 5.1(b)(iv) of this Agreement with a record date prior to the Effective Time, the Company will take all necessary action to reduce, by the amount per Share of such special cash dividend, the exercise price per Share of each Company Option, whether vested or unvested, that is outstanding immediately prior to the Effective Time."

3. Amendment of Section 2.3(b). Section 2.3(b) of the Merger Agreement hereby is amended by inserting the following parenthetical between the phrases "related to dividend equivalents" and "credited with respect to" contained therein:

"(including, for the avoidance of doubt, dividend equivalents credited in connection with the special cash dividend contemplated by Section 5.1(b)(iv) of this Agreement)"

4. Amendment of Section 2.3(c). Section 2.3(c) of the Merger Agreement hereby is amended by inserting the following parenthetical between the phrases "related to dividends payable" and "on such Restricted Shares" contained therein:

"(including, for the avoidance of doubt, dividends payable in connection with the special cash dividend contemplated by Section 5.1(b)(iv) of this Agreement)"

5. Amendment of Section 3.21. Section 3.21 of the Merger Agreement hereby is amended and restated in its entirety to read as follows:

"Required Vote of Company Stockholders. The affirmative vote (in person or by proxy) at the Company Meeting, or any adjournment or postponement thereof, of (i) the holders of a majority of the outstanding Shares entitled to vote thereon in favor of the adoption of this Agreement (the "Stockholder Approval") and (ii) the holders of a majority of the outstanding Shares entitled to vote thereon and present in

person or by proxy and voting for or against adoption of this Agreement at the Company Meeting that are not owned, directly or indirectly, by the Parent Parties, the MD Investors, any other officers and directors of the Company or any other Person having any equity interest in, or any right to acquire any equity interest in, Merger Sub or any Person of which Merger Sub is a direct or indirect Subsidiary, in favor of the adoption of this Agreement (the "Unaffiliated Stockholder Approval" and, together with the Stockholder Approval, the "Company Stockholder Approvals") are the only votes or approvals of the holders of any class or series of capital stock of the Company or any of its Subsidiaries which are necessary to adopt this Agreement and approve the transactions contemplated herein."

6. Amendment of Section 5.1(b)(iv). Section 5.1(b)(iv) of the Merger Agreement hereby is amended and restated in its entirety to read as follows:

(iv) Other than a special cash dividend of $0.13 per Share to be declared after the receipt of the Stockholder Approval and other than quarterly cash dividends of $0.08 per Share on record dates within the ranges of dates identified in Section 5.1(a)(iv) of the Company Disclosure Letter (provided that the record date otherwise falling between September 26, 2013 and October 16, 2013 may be advanced by the Company at its discretion to ensure such record date precedes the Closing Date and enable the Company to comply with notice requirements under applicable Law with respect to such record date), declare, set aside or pay any dividend or other distribution payable in cash, stock or property (or any combination thereof) with respect to its capital stock or other equity interests (except (A) dividends or other distributions in cash, stock or property paid by any direct or indirect wholly-owned Subsidiary of the Company to the Company or to any other direct or indirect wholly-owned Subsidiary of the Company and (B) dividend equivalent rights provided pursuant to the terms of the Company Stock Plans and payable with respect to Company RSU Awards outstanding as of the date hereof);

7. Amendment of Section 5.5. Section 5.5 of the Merger Agreement hereby is amended by inserting the following sentence after the last sentence of Section 5.5:

"Notwithstanding the foregoing and except as may be otherwise required by applicable law, the Company will (i) on August 2, 2013, adjourn the special meeting of the Company's stockholders to September 12, 2013 prior to any vote by the Company's stockholders in respect of the Company Stockholder Approvals; (ii) establish a new record date for such reconvened special meeting of August 13, 2013 and (iii) take all actions required by Section 222 of the DGCL in connection with the actions contemplated by the foregoing clauses (i) and (ii)."

8. Amendment of Definition of "Company Termination Payment". The definition of "Company Termination Payment" is hereby amended and restated in its entirety to read as follows:

""Company Termination Payment" means (i) if payable in connection with a termination of this Agreement by (x) the Company pursuant to Section 7.1(c)(ii) with respect to the Company entering into an Alternative Acquisition Agreement with a Person or group that is an Excluded Party at the time of such termination; (y) Parent pursuant to Section 7.1(d)(ii) and the event giving rise to such termination is the submission of an Acquisition Proposal by a Person or group that is an Excluded Party at the time of such termination; or (z) by the Company or Parent pursuant to Section 7.1(b)(iii), and within twelve months of such termination the Company shall have entered into a definitive agreement with respect to any recapitalization, or any extraordinary dividend or share repurchase, or a recapitalization, or an extraordinary dividend or share repurchase, is consummated that, together with any related transactions, would not result in any Person or group beneficially owning 50% or more of any class of equity securities of the Company then, in the case of each clause (x), (y) or (z) of this definition, $180,000,000, and (ii) if payable in any other circumstance, an amount equal to $450,000,000; provided that if the Company Termination Payment of $180,000,000 is paid as a result of the occurrence of an event specified in clause (z) hereof and within twelve months of the termination of this Agreement pursuant to Section 7.1(b)(iii) the Company shall have entered into a definitive agreement with respect to an Acquisition Proposal not described in clause (x), (y) or (z) or any Acquisition Proposal not described in clause (x), (y) or (z) is consummated then the Company Termination Payment will be $450,000,000 and the Company shall pay to Parent (or one or more of its designees) $450,000,000 minus the amount of the Company Termination Payment previously paid by the Company no later than the earlier of (A) the date the Company enters into a definitive agreement with respect to such Acquisition Proposal and (B) the date on which the Company consummates such Acquisition Proposal."

9. Company Authority Relative to Amendment. The Company hereby represents and warrants to the Parent Parties as follows: The Company has the requisite corporate power and authority to enter into and deliver this Amendment and, subject to receipt of the Company Stockholder Approvals, to perform its obligations hereunder. The execution and delivery of this Amendment by the Company has been duly and validly authorized by the Company Board and no other corporate action on the part of the Company, pursuant to the DGCL or otherwise, is necessary to authorize this Amendment. This Amendment has been duly and validly executed and delivered by the Company and, assuming due and valid authorization, execution and delivery hereof by each of the Parent Parties, is a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except that the enforcement hereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally and (ii) general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

10. Parent and Merger Sub Authority Relative to Amendment . Each of the Parent Parties hereby represents and warrants to the Company as follows: Each of the Parent Parties has the requisite corporate power and authority to enter into and deliver this Amendment and to perform its obligations hereunder. The execution and delivery of this Amendment by the Parent Parties has been duly and validly authorized by the Boards of Directors of each of the Parent Parties, and no other corporate action on the part of the Parent Parties is necessary to authorize this Amendment. This Amendment has been duly and validly executed and delivered by the Parent Parties and, assuming due and valid authorization, execution and delivery hereof by the Company, is the valid and binding obligation of the Parent Parties, enforceable against each of the Parent Parties in accordance with its terms, except that the enforcement hereof may be limited by (x) bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally and (y) general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

11. References to the Merger Agreement . After giving effect to this Amendment, each reference in the Merger Agreement to "this Agreement", "hereof", "hereunder" or words of like import referring to the Merger Agreement shall refer to the Merger Agreement as amended by this Amendment and all references to the Company Disclosure Letter to "the Agreement" shall refer to the Merger Agreement as amended by this Amendment.

12. Construction. Except as expressly provided in this Amendment, all references in the Merger Agreement and the Company Disclosure Letter to "the date hereof" or "the date of this Agreement" shall refer to February 5, 2013.

13. Other Miscellaneous Terms. The provisions of Article VIII (Miscellaneous) of the Merger Agreement shall apply *mutatis mutandis* to this Amendment, and to the Merger Agreement as modified by this Amendment, taken together as a single agreement, reflecting the terms as modified hereby.

14. No Further Amendment . Except as amended hereby, the Merger Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first above written.

DELL INC.

By: /s/ Brian T. Gladden
Name: Brian T. Gladden
Title: Senior Vice President, Chief Financial Officer

[Signature Page to Amendment No. 1 to Agreement and Plan of Merger]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first above written.

DENALI HOLDING INC.

By: /s/ Egon Durban
Name: Egon Durban
Title: President

DENALI INTERMEDIATE INC.

By: /s/ Egon Durban
Name: Egon Durban
Title: President

DENALI ACQUIROR INC.

By: /s/ Egon Durban
Name: Egon Durban
Title: President

[Signature Page to Amendment No. 1 to Agreement and Plan of Merger]

Exhibit 99.1

MICHAEL DELL AND SILVER LAKE AGREE WITH DELL SPECIAL COMMITTEE TO INCREASE PURCHASE PRICE TO $13.75 PER SHARE, PROVIDE FOR COMPANY TO PAY SPECIAL DIVIDEND OF $.13 PER SHARE AND GUARANTEE PAYMENT OF THIRD QUARTER DIVIDEND OF $.08 PER SHARE

Revised Agreement Brings Total Consideration to at Least $13.88 per Share, Increases Aggregate Value to Unaffiliated Shareholders by at Least $350 Million and Requires Approval of Majority of Disinterested Shares Actually Voted

Special Committee Will Reset Record Date to August 13 and Adjourn Special Meeting to September 12

Round Rock, TX – August 2, 2013 – The Special Committee of the Board of Dell Inc. (NASDAQ: DELL) today announced that it has entered into a revised definitive merger agreement with Michael Dell and Silver Lake Partners that increases the aggregate value to unaffiliated shareholders by at least $350 million, as follows:

- Increases the purchase price to $13.75 per share from $13.65 per share
- Provides for payment of a special dividend at or before closing of $0.13 per share
- Guarantees that the third quarter dividend of $0.08 per share will be paid at or before closing

The effect of the guarantee of the third quarter dividend is to potentially increase the total consideration payable to unaffiliated stockholders by an additional $120 million depending on whether the closing would otherwise have occurred prior to the record date for that dividend.

In return for the increased value to shareholders, the voting standard has been modified such that the improved transaction will require approval by the majority of disinterested shares actually voting on the matter.

The Committee intends to establish a new record date of August 13, 2013 for shareholders eligible to vote on the transaction at the Special Meeting which will be adjourned from August 2, 2013 to September 12, 2013 at 9:00 a.m. Central Time.

The amended transaction also includes a reduction of the breakup fee that would be payable in the event the merger agreement is terminated and within 12 months thereafter the Company effects a recapitalization transaction that does not result in there being an absolute majority stockholder of the Company. That fee is reduced from $450 million to $180 million.

Alex Mandl, Chairman of the Special Committee, said, “The Committee is pleased to have negotiated this transaction, which provides as much as $470 million of increased value, including the next quarterly dividend that will now be paid regardless of when the transaction closes.”

Mandl continued, “We believe modifying the voting standard is in the best interests of Dell shareholders, both because it has enabled us to secure substantial additional value and because it provides a level playing field for the decision facing shareholders. The original voting standard was set at a time when the decision before the shareholders was between a going-private transaction and a continuation of the status quo. Since then, the nature of the choice facing shareholders has changed because of the emergence of an alternative proposal by certain stockholders. In the context of the current decision, the Committee does

not believe it is appropriate to count shares that have not been voted as having been voted in support of any particular alternative. Accordingly, we have changed the voting standard to require that the going-private transaction receive the approval of a majority of the disinterested shares that are actually voted. By resetting the record date and providing abundant notice of the new meeting we are ensuring that all disinterested shareholders, including those who have acquired their shares since June 3, have ample opportunity to vote for or against the transaction. We urge all shareholders to support this transaction."

The revised definitive merger agreement has been approved by Dell's Special Committee and by the independent members of Dell's Board of Directors.

Forward-looking Statements

Any statements in these materials about prospective performance and plans for the Company, the expected timing of the completion of the proposed merger and the ability to complete the proposed merger, and other statements containing the words "estimates," "believes," "anticipates," "plans," "expects," "will," and similar expressions, other than historical facts, constitute forward-looking statements within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Factors or risks that could cause our actual results to differ materially from the results we anticipate include, but are not limited to: (1) the occurrence of any event, change or other circumstances that could give rise to the termination of the merger agreement; (2) the inability to complete the proposed merger due to the failure to obtain stockholder approval for the proposed merger or the failure to satisfy other conditions to completion of the proposed merger, including that a governmental entity may prohibit, delay or refuse to grant approval for the consummation of the transaction; (3) the failure to obtain the necessary financing arrangements set forth in the debt and equity commitment letters delivered pursuant to the merger agreement; (4) risks related to disruption of management's attention from the Company's ongoing business operations due to the transaction; and (5) the effect of the announcement of the proposed merger on the Company's relationships with its customers, operating results and business generally.

Actual results may differ materially from those indicated by such forward-looking statements. In addition, the forward-looking statements included in the materials represent our views as of the date hereof. We anticipate that subsequent events and developments will cause our views to change. However, while we may elect to update these forward-looking statements at some point in the future, we specifically disclaim any obligation to do so. These forward-looking statements should not be relied upon as representing our views as of any date subsequent to the date hereof. Additional factors that may cause results to differ materially from those described in the forward-looking statements are set forth in the Company's Annual Report on Form 10–K for the fiscal year ended February 1, 2013, which was filed with the SEC on March 12, 2013, under the heading "Item 1A—Risk Factors," and in subsequent reports on Forms 10 –Q and 8–K filed with the SEC by the Company.

Additional Information and Where to Find It

In connection with the proposed merger transaction, the Company filed with the SEC a definitive proxy statement and other relevant documents, including a form of proxy card, on May 31, 2013. The definitive proxy statement and a form of proxy have been mailed to the Company's stockholders. Stockholders are urged to read the proxy statement and any other documents filed with the SEC in connection with the proposed merger or incorporated by reference in the proxy statement because they contain important information about the proposed merger.

Investors will be able to obtain a free copy of documents filed with the SEC at the SEC's website at http://www.sec.gov. In addition, investors may obtain a free copy of the Company's filings with the SEC from the Company's website at http://content.dell.com/us/en/corp/investor-financial-reporting.aspx or by directing a request to: Dell Inc. One Dell Way, Round Rock, Texas 78682, Attn: Investor Relations, (512) 728-7800, investor_relations@dell.com.

The Company and its directors, executive officers and certain other members of management and employees of the Company may be deemed "participants" in the solicitation of proxies from stockholders of the Company in favor of the proposed merger. Information regarding the persons who may, under the rules of the SEC, be considered participants in the solicitation of the stockholders of the Company in connection with the proposed merger, and their direct or indirect interests, by security holdings or otherwise, which may be different from those of the Company's stockholders generally, is set forth in the definitive proxy statement and the other relevant documents filed with the SEC. You can find information about the Company's executive officers and directors in its Annual Report on Form 10-K for the fiscal year ended February 1, 2013 (as amended with the filing of a Form 10-K/A on June 3, 2013 containing Part III information) and in its definitive proxy statement filed with the SEC on Schedule 14A on May 24, 2012.

About Dell

Dell Inc. (NASDAQ: DELL) listens to customers and delivers innovative technology and services that give them the power to do more. For more information, visit www.dell.com. You may follow the Dell Investor Relations Twitter account at: http://twitter.com/Dellshares. To communicate directly with Dell, go to www.Dell.com/Dellshares.

Media Contacts for the Special Committee:

George Sard/Matt Benson/Jim Barron
Sard Verbinnen & Co
(212) 687-8080

Investor Contacts for the Special Committee:

Dan Burch/Paul Schulman/Larry Dennedy
MacKenzie Partners
(212) 929-5500