

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE APPRAISAL OF DELL INC.

:
: C.A. No. 9322-VCL
:

**AMENDED RESPONSES AND OBJECTIONS TO THE
MAGNETAR FUNDS' FIRST SET OF
INTERROGATORIES TO GRANT & EISENHOFER**

Pursuant to Rules 26 and 33 of the Rules of the Court of Chancery and in response to the Court's Order Granting In Part Motion To Compel Discovery (the "Motion To Compel Order"), Grant & Eisenhofer P.A. ("G&E") hereby submits Amended Responses and Objections to the Magnetar Funds' First Set of Interrogatories to Grant & Eisenhofer.

OBJECTION TO DEFINITIONS AND INSTRUCTIONS

1. G&E objects to each Interrogatory, and to each Definition and Instruction, to the extent it seeks information that is immune from disclosure, including information protected by the attorney-client privilege, the work product doctrine, or any other applicable privilege or immunity. Inadvertent disclosure of any privileged information in response to a Request is not a waiver of the applicable protection.

2. G&E objects to the Interrogatories to the extent that the definition of "G&E," "You," and "Your" suggests that a response to the Interrogatories is required on behalf of, or concerning, anyone "purporting to act" on G&E's behalf.

3. G&E objects to Definition No. 4 to the extent the definition of “Entitlement issue” includes “*all litigation in the Action related*” to the issue identified by the Magnetar Funds, as the phrase “all litigation in the Action related” is vague and overbroad.

RESPONSES AND OBJECTIONS TO INTERROGATORIES

G&E submits amended objections and responses to those Interrogatories as to which amended objections and responses are required pursuant to the Motion To Compel Order.

INTERROGATORY NO. 9: Please Identify and Describe the terms of Your engagement with T. Rowe Price, including but not limited to the terms applicable to Your attorneys’ fees and reimbursement of any or all out-of-pocket expenses.

RESPONSE TO NO. 9:

In accordance with the Motion To Compel Order, G&E states that it has produced an unredacted copy of its retention agreement with TRP. The retention agreement reflects G&E’s and TRP’s entire agreement and understanding with respect to the payment of attorneys’ fees and reimbursement of out-of-pocket expenses. By way of further response, G&E states that at the time it entered into its retention agreement with TRP, neither G&E nor TRP were aware of the entitlement issue or in any way suspected that the TRP petitioners were not entitled to pursue an appraisal. Accordingly, G&E and TRP never discussed or contemplated how attorneys’ fees and out-of-pocket expenses would be allocated

in the event that the TRP petitioners were found to not be entitled to an appraisal remedy and accordingly reached no agreement on this matter.

INTERROGATORY NO. 12: Please Identify and describe all Communications (and Documents related to those Communications) between You and any other Person, including internal personnel and Persons at T. Rowe Price, regarding how expenses would be allocated to the T. Rowe Price shares in the [sic] Court determined that those shares were not entitled to appraisal.

RESPONSE TO NO. 12:

In accordance with the Motion To Compel Order, G&E will produce communications between it and counsel for the Magnetar Funds concerning how expenses would be allocated to the T. Rowe Price shares in the event the Court determined that those shares were or were not entitled to appraisal. Subject to and without waiving its right to withhold communications with TRP on other topics as protected by the attorney-client privilege, G&E will produce an email from G&E to TRP in which G&E reported that counsel for the Magnetar Funds were “insisting that T. Rowe agree to cover its percentage of the costs regardless of the outcome” of the entitlement issue and that G&E had “told them we would take on that issue once we learned the outcome but there was no reason to decide hypotheticals.” Aside from these documents, G&E had no communications with anyone regarding how expenses would be allocated to the T. Rowe Price shares in the event that the Court determined that those shares were not entitled to appraisal.

INTERROGATORY NO. 13: Please Identify and describe all monies that have been paid or will be paid to You by T. Rowe Price for any fees and expenses incurred by You in connection with the Action.

RESPONSE TO NO. 13:

At the time G&E responded to these Interrogatories on June 13, 2016, it had not been paid any monies by TRP for any fees and expenses G&E incurred in connection with this Action. Subsequent to June 13, 2016, TRP and Dell reached an agreement in which certain Petitioners who were ruled ineligible for appraisal would give up their appellate rights in return for a reduced interest payment (totaling \$28,000,000 in the aggregate) and a prompt return of their merger consideration. G&E has recovered attorneys' fees equal to 15% of the \$28,000,000 interest payment made in connection with this agreement. G&E did not recover any expenses in connection with this agreement because there were no expenses incurred in connection with the interest payment. G&E further responds that it has been paid no monies by TRP for any expenses incurred by G&E in

connection with the Action.

Dated: July 21, 2016

GRANT & EISENHOFER P.A.

/s/ Christine M. Mackintosh

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