



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

NOTICE OF SERVICE OF SUBPOENA DUCES TECUM

TO: Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
Mathew A. Golden (No. 6035)
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Musk, X Holdings I, Inc., and X
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Wilmington, DE 19801

Attorneys for Plaintiff Twitter, Inc.

PLEASE TAKE NOTICE that, pursuant to Court of Chancery Rule 45, Plaintiff Twitter, Inc., by and through the undersigned counsel, caused a Subpoena *Duces Tecum*, in the form attached hereto as Exhibit 1, to be served upon non-party Barclays Bank PLC, c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

Dated: July 30, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 30, 2022, he caused the foregoing document to be served via File&Serve Xpress upon the following counsel admitted to practice in the State of Delaware and via e-mail upon all others:

Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
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Wilmington, Delaware 19801
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Wilmington, DE 19801

Attorneys for Plaintiff Twitter, Inc.

By: /s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)



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SUBPOENA DUCES TECUM

THE STATE OF DELAWARE

TO: Barclays Bank PLC
c/o Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

YOU ARE HEREBY COMMANDED:

To produce and permit inspection and copying of designated documents, electronically stored information or tangible things in your possession, custody or control in accordance with the attached **Schedule A** within seven (7) days of service of this subpoena, given the expedited nature of the proceedings, at the offices of Kobre & Kim LLP, 600 North King Street, Suite 501, Wilmington, Delaware 19801, or such other location or date mutually agreeable amongst the parties or ordered by the Court.

This subpoena is issued pursuant to Court of Chancery Rule 45 of the State of Delaware. Court of Chancery Rules 45(c) and (d), copies of which are attached hereto, set forth the protections and duties with respect to this subpoena.

Dated: July 26, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham

Jacob R. Kirkham (#5768)
600 North King Street, Suite 501,
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Twitter, Inc.

Court of Chancery Rule 45(c) and (d):

(c) Protection of persons subject to subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and may impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated documents, electronically stored information, or tangible things or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court on behalf of which the subpoena was issued shall quash or modify the subpoena if it

(i) Fails to allow reasonable time for compliance;

- (ii) Requires disclosure of privileged or other protected matter and no exception or waiver applies; or
- (iii) Subjects a person to undue burden.

(B) If a subpoena

- (i) Requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) Requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court on behalf of which the subpoena was issued may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the Court may order appearance or production only upon specified conditions.

(d) Duty in responding to subpoena.

(1) If a subpoena does not specify a form for producing documents or electronically stored information, the person responding shall produce it in a form or forms in which it is ordinarily maintained, or in which it is reasonably usable. Absent a showing of good cause, the person responding need not produce the same documents or electronically stored information in more than one form. The person responding need not provide discovery of documents or electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On a motion to compel discovery or for a protective order, the person responding to a subpoena must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the Court nevertheless may order discovery from such sources if the requesting party shows good cause. The Court may specify the conditions for the discovery.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, electronically stored information, or tangible things not produced that is sufficient to enable the demanding party to contest the claim.

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C.A. No. 2022-0613-KSJM

ELON R. MUSK, X HOLDINGS I,
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Defendants.

AFFIDAVIT OF SERVICE

I, Stephen Astringer, of Kobre & Kim LLP, hereby certify that, on July 26, 2022, Davis Polk & Wardwell LLP (“Davis Polk”) advised my firm that it represents Barclays Bank PLC in connection with the above-captioned litigation and agreed to accept service of a non-party subpoena by electronic mail on behalf of Barclays Bank PLC. Thereafter, that same day, Kobre & Kim LLP served the following documents on Davis Polk by electronic mail:

1. The attached Subpoena *Duces Tecum*; and
2. Schedule A to that Subpoena.



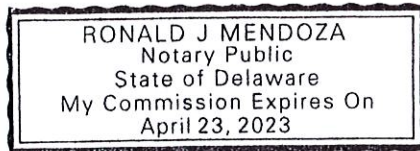
Stephen Astringer (#6375)
KOBRE & KIM LLP
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

Subscribed and sworn to before me
This 28 day of July, 2022.



Notary Public





SCHEDULE A

DEFINITIONS

As used in Schedule A, the following terms shall have the following meanings:

1. “Action” shall mean the above-captioned action.
2. “AH Capital Management L.L.C.” shall mean AH Capital Management L.L.C. and any of its divisions, subsidiaries, or affiliates.
3. “Antonio Gracias” shall mean the Antonio Gracias affiliated with Valor Equity Partners LP.
4. “April 13, 2022 Proposal” shall mean the letter from Equity Investor to Bret Taylor, attached as Exhibit B to Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 13, 2022.
5. “April 24, 2022 Offer” shall mean the letter from Equity Investor to Bret Taylor, dated April 24, 2022, attached as Exhibit G to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.
6. “Barclays” shall mean Barclays Capital Inc. and any of its divisions, subsidiaries, or affiliates.

7. “Bob Swan” shall mean the Bob Swan affiliated with AH Capital Management L.L.C.

8. “BofA Securities” shall mean Bank of America Corporation and/or BofA Securities, Inc. and any of their respective divisions, subsidiaries, or affiliates.

9. “Co-Investor Equity Commitments” shall mean the letter agreements with the Co-Investors.

10. “Co-Investors” shall mean any one or more actual or potential co-investors in the Equity Financing, including without limitation Lawrence Ellison; the Lawrence J. Ellison Revocable Trust; Binance; A.H. Capital Management, L.L.C.; Brookfield Asset Management Inc.; Qatar Holding LLC; Sequoia Capital Fund, L.P.; A.M. Management & Consulting; Aliya Capital Partners LLC; BAMCO, Inc.; DFJ Growth IV Partners, LLC; Fidelity Management & Research Company LLC; Honeycomb Asset Management LP; Key Wealth Advisors LLC; Litani Ventures; Strauss Capital LLC; Tresser Blvd 402 LLC (Cartenna); VyCapital; Witkoff Capital; and Prince Alwaleed bin Talal, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

11. “Communication” shall refer to the transmittal of information (in the form of facts, ideas, inquiries, queries, data, or otherwise) by any means of transmission, regardless of whether the transmittal was initiated or received by an individual or a system. Means of transmission include, but are not limited to, face-to-face conversations, postal or other physical mail, email, text message, instant message (such as iMessage, Slack, and Signal), social media messaging platforms (such as Twitter Direct Messages), voicemail, telephone, or facsimile.

12. “Complaint” shall mean the Verified Complaint, dated July 12, 2022, filed by Twitter against Defendants in this Action.

13. “Debt Financing” shall refer to any amounts contemplated to be borrowed by Defendants, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation the amounts set forth in (i) the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the margin loan commitment letter, dated April 20, 2022, attached as Exhibit D to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (iii) the debt commitment letter dated April 25, 2022, attached as Exhibit H to

Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022; and (iv) the Margin Loan Commitment.

14. “Defendants” shall mean individually and/or collectively, Elon R. Musk; X Holdings I, Inc. and any of its divisions, subsidiaries, or affiliates; and X Holdings II, Inc. and any of its divisions, subsidiaries, or affiliates, together with all other Persons acting or purporting to act on their behalf.

15. “Defendants’ Advisors” shall refer to any one or more of the following: Morgan Stanley; Jared Birchall; Excession LLC; Bob Swan; AH Capital Management, L.L.C.; Antonio Gracias; Valor Equity Partners LP; Kristina Salen; Patrick O’Malley; BofA Securities; Barclays; McDermott Will & Emery LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and Quinn Emanuel Urquhart & Sullivan, LLP, as well as any of Defendants’ other advisors, agents, attorneys, consultants, law firms, public relations firms, or other representatives, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

16. “Document” shall mean “document” as that term is defined and used in Court of Chancery Rules 26, 34, and 45 and shall have the broadest possible meaning permitted by law.

17. “Equity Financing” shall refer to any amounts contemplated to be invested by Equity Investor or others, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation (i) the equity financing commitment letter, dated April 20, 2022, attached as Exhibit E to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the equity financing commitment letter, dated April 25, 2022, filed as Exhibit J to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 26, 2022; (iii) the co-investor equity commitment letters referenced in Amendment No. 6 to Schedule 13D, filed by Equity Investor with the SEC on May 5, 2022; (iv) the equity commitment letter referenced in the Schedule 13D filed by HRH Prince Alwaleed Bin Talal Bin Abdulaziz Alsaud with the SEC on May 9, 2022; (v) the equity commitment side letter, dated May 11, 2022, and executed by, inter alia, Elon R. Musk; (vi) the equity commitment side letter, dated May 24, 2022, and executed by, inter alia, Elon R. Musk; and (vii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022.

18. “Equity Investor” shall mean Elon R. Musk.

19. “Excession LLC” shall mean Excession LLC and any of its divisions, subsidiaries, or affiliates.

20. “Financing Commitments” shall mean: (i) the debt commitment letter, dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022, together with any amendments thereto; (ii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022, together with any amendments thereto; (iii) the Co-Investor Equity Commitments; and (iv) any other commitments to lend or invest money to fund the transactions contemplated by the Merger Agreement.

21. “Jared Birchall” shall mean the Jared Birchall affiliated with Excession LLC.

22. “July 8, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated July 8, 2022, regarding the purported termination of the Merger Agreement.

23. “June 6, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated June 6, 2022, asserting that there had been a “material breach” of the Merger Agreement.

24. “Kristina Salen” shall mean the Kristina Salen who formerly served as Chief Financial Officer of World Wrestling Entertainment, Inc. and who is currently affiliated with Sirius XM Holdings, Inc.

25. “Lenders” shall mean any one or more actual or potential providers of the Debt Financing, including without limitation Morgan Stanley Senior Funding, Inc.; Bank of America, N.A.; BofA Securities, Inc.; Barclays Bank PLC; MUFG Bank, Ltd.; BNP Paribas; BNP Paribas Securities Corp.; Mizuho Bank, Ltd.; Societe Generale; Credit Suisse AG, Cayman Islands Branch; Citibank, N.A.; Deutsche Bank AG, London Branch; Royal Bank of Canada; and Canadian Imperial Bank of Commerce, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

26. “Limited Guarantee” shall mean the Limited Guarantee, dated as of April 25, 2022, provided by Elon R. Musk in favor of Twitter, Inc.

27. “Margin Loan Commitment” shall mean the margin loan commitment letter, dated April 25, 2022, attached as Exhibit I to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.

28. “Merger” shall mean the transactions contemplated by the Merger Agreement.

29. “Merger Agreement” shall mean the Agreement and Plan of Merger, dated April 25, 2022, between and among Elon R. Musk, X Holdings I, Inc., X Holdings II, Inc., and Twitter, Inc.

30. “Morgan Stanley” shall mean Morgan Stanley & Co. LLC and any of its divisions, subsidiaries, or affiliates.

31. “Patrick O’Malley” shall mean the Patrick O’Malley who formerly served as Chief Financial Officer of Avaya Holdings Corp. and who is currently affiliated with Magnolia Medical Technologies, Inc.

32. “Person” or “Persons” shall mean any individual, corporation, partnership, firm, association, government agency, or other organization recognizable at law, together with its agents, employees, and representatives.

33. “SEC” shall mean the U.S. Securities and Exchange Commission, together with any of its employees, attorneys, agents, or representatives, and all other Persons acting or purporting to act on its behalf.

34. “Tweet” shall mean a post made on the Twitter platform, including Retweets or replies.

35. “Twitter” shall mean Twitter, Inc. and any of its divisions, subsidiaries or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

36. “Valor Equity Partners LP” shall mean Valor Equity Partners LP and any of its divisions, subsidiaries, or affiliates.

37. The terms “You” or “Your” shall mean Barclays Bank PLC and/or any of Barclays Bank PLC’s divisions, subsidiaries, or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

38. The term “including” shall mean “including without limitation” or “including, but not limited to.”

39. The terms “and” and “all” shall each be construed either disjunctively or conjunctively to bring within the scope of the Requests all responses that might otherwise be construed as outside their scope.

40. The terms “any” and “each” shall each be construed as both “each” and “every” to bring within the scope of the Requests all responses which might otherwise be construed to be outside their scope.

41. The use of the singular form of any word shall include the plural and vice versa.

42. The terms “concerning,” “regarding,” “relating to,” and/or “related to” shall each be read and applied as interchangeable and shall each be construed in the broadest sense to mean referring to, describing, evidencing, memorializing, concerning, regarding, with regard to, relating to, referring to, pertaining to, containing, analyzing, evaluating, studying, recording, reflecting, reporting on, commenting on, reviewed in connection or in conjunction with, setting forth, contradicting, refuting, and considering, in whole or in part.

43. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Merger Agreement.

INSTRUCTIONS

The following instructions shall apply to the Document Requests contained herein.

1. These Requests require that You produce Documents in a manner that satisfies the requirements of Court of Chancery Rules 26, 34, and 45.

2. Unless otherwise specified, the time period covered by these Requests is January 1, 2022, through July 8, 2022.

3. These Requests are continuing and require supplementation pursuant to Court of Chancery Rules 26, 34, and 45.

4. A Request for a Document shall be deemed to include a request for any non-identical copies or drafts of the Document, as well as all transmittal sheets, cover letters, exhibits, enclosures, or attachments to the Document, in addition to the Document itself. Any Document described herein is to be produced in its original file folder, with all labels or similar markings intact, and with the name of the Person from whose file it was produced.

5. If it is not possible to produce any Document called for by a Request, or if any part of a Request is objected to, the reasons for the failure to produce the Documents or the objection should be stated specifically as to all grounds.

6. If a Document responsive to any Request is no longer in Your possession, custody, or control, give a description of the Document, state what disposition was made of the Document and the date of such disposition, and identify all Persons having knowledge of the Document's contents.

7. If any Document responsive to any Request has been destroyed, give a description of the Document, set forth the contents of the Document, the location of any copies of the Document, the date of the Document's destruction,

and the name of the Person who destroyed the Document or ordered or authorized its destruction.

8. If You claim any form of privilege or protection or other reason, whether based on statute or otherwise, as a ground for not producing requested Documents, furnish a list identifying each Document for which the privilege or protection is claimed, together with the following information: date; sender, recipients, and Persons to whom copies were furnished, together with their job titles; subject matter; and basis on which the Document is withheld consistent with the Court of Chancery Rules.

9. Requests are not intended to limit or modify other Requests and should not be interpreted as limiting or modifying other Requests.

10. If You contend that any Request is overly broad and/or unduly burdensome, identify all aspects of the Request that are overly broad or unduly burdensome and produce the Documents that are not subject to this contention.

11. If there are no Documents or Communications responsive to any particular Request or subpart thereof, You shall state so in writing.

12. For any responsive Documents or Communications stored in electronic format, including email and text messages, You will produce those Documents or Communications in searchable electronic format (e.g., single-

page .TIFF format with corresponding Document-level extracted text files and OCR text files, each named by the Bates number assigned to the first page) by secure electronic transmission (e.g. SFTP site) or on CD-ROMs, DVD-ROMs, portable or external hard drives, or other widely-used electronic or optical storage media. All images will be produced as single page .TIFF images, black and white, Group IV and 300 dpi with a Concordance Image (formerly Opticon) style .OPT load file. All color images will be provided in JPEG format where color images are necessary to understand the Document. All Microsoft Excel, PowerPoint, and similar spreadsheet or presentation files will be produced in native format. Furthermore, for all native files that are produced, a corresponding placeholder TIFF image will be produced that bears the same Bates assigned to the native file, has all associated metadata, and indicates that that the “File has been produced in native format.” All responsive electronic Documents and Communications will be produced with sufficient metadata to convey where these items begin and end (including attachments), the original file name, and the original timestamps and attributes. All metadata will be provided in a delimited data field (with file extension .DAT), delimited using the Concordance style delimiters, and including the following metadata fields: “BEGBATES”, “ENDBATES”, “BEGATTACH”, “ENDATTACH”, “FAMILY-DATE/TIME”, “Page Count”, “Custodian”, “ALL

CUSTODIANS”, “To”, “From”, “CC”, “BCC”, “Subject”, “Sent Date/Time”, “Author”, “Title”, “File Name”, “File Extension”, “Redacted”, “TextPath”, “NativePath”, “MD5HASH”, “Received Date/Time”, “File Size”, and “Confidentiality”.

13. None of the Definitions or Requests set forth herein shall be construed as an admission relating to the existence of any evidence, to the relevance or admissibility of any evidence, or to the truth or accuracy of any statement or characterization in the Definition or Request.

DOCUMENT REQUESTS

REQUEST NO. 1.

All Documents and Communications relating to the April 13, 2022 Proposal, the April 24, 2022 Offer, any other potential acquisition or other strategic transaction involving Twitter, the Merger, the Merger Agreement, the Limited Guarantee, the June 6, 2022 Letter, and/or the July 8, 2022 Letter, and any financing with respect to any of the foregoing or any transaction contemplated thereby (including but not limited to the Debt Financing, the Equity Financing, and/or the Financing Commitments), including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or any Co-Investor concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning these subjects; (iii) all Communications with any advisor, attorney, or other representative of any Co-Investor concerning these subjects; and (iv) all Communications with any advisor, attorney, or other representative of any advisor, attorney, and/or other representative of You or any other one or more of the Lenders concerning these subjects.

REQUEST NO. 2.

All Documents and Communications relating to efforts to syndicate and/or arrange, document, negotiate the terms of, or consummate the Debt Financing

and close the Merger, including those concerning the status of or expected timeline for such efforts. Documents responsive to this Request shall include, without limitation: (i) closing checklists (and drafts thereof) for any aspect of the Debt Financing; (ii) timelines (and drafts thereof) for the arrangement, negotiation, execution, and/or consummation of the Debt Financing; (iii) agendas, presentations, decks, and other materials (and drafts thereof) related to any organizational calls, lender meetings, drafting sessions, or due diligence sessions concerning the Debt Financing, and any notes, recordings, or transcriptions of any calls or meetings related to the Debt Financing; (iv) drafts of definitive agreements and ancillary and closing documents (and all schedules and exhibits thereto) related to the Debt Financing; (v) offering memoranda, confidential information memoranda, and lender presentations (and drafts thereof) related to the Debt Financing; and (vi) ratings agency presentations (and drafts thereof) related to the Debt Financing.

REQUEST NO. 3.

All Documents and Communications concerning (i) the reduction of the amount of the Margin Loan Commitment, including without limitation those relating to the reasons for reducing the amount of the Margin Loan Commitment; and (ii) the subsequent termination of the Margin Loan Commitment, including

without limitation those relating to the reasons for terminating the Margin Loan Commitment.

REQUEST NO. 4.

All Documents and Communications concerning any potential tender offer for some or all of Twitter's shares, including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; and (iii) all Documents and Communications relating to the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022.

REQUEST NO. 5.

All Documents and Communications concerning Defendants' requests or potential requests for information pursuant to Section 6.4 and/or Section 6.11 of the Merger Agreement and any information provided by Twitter, or on Twitter's behalf, in response to any such request for information, including without limitation (i) all Documents created by Defendants, any one or more of

Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (ii) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (iii) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to Twitter's API or "firehose" data provided to Defendants; (iv) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to any other information provided by Twitter, or on Twitter's behalf, in response to any information request by Defendants or on Defendants' behalf; and (v) all Documents and Communications concerning Equity Investor's Tweet, dated May 13, 2022, purporting to disclose information obtained from Twitter pursuant to an information request, as alleged in Paragraph 75 of the Complaint.

REQUEST NO. 6.

All Documents and Communications relating to any written or oral request made by You or any other one or more of the Lenders seeking information relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such information request.

REQUEST NO. 7.

All Documents and Communications relating to any written or oral response to an information request made by You and/or any other one or more of the Lenders relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such response.

REQUEST NO. 8.

All Documents and Communications concerning the number of false or spam accounts or bots on the Twitter platform and/or the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, including without limitation (i) all Documents and Communications related to any analyses, audits, or investigations performed or conducted by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (ii) all Documents and Communications related to any analyses, audits, or investigations that

Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered undertaking, or that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered having others undertake on Your or their behalf, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (iii) all Documents and Communications related to Defendants' decision to execute the Merger Agreement without further due diligence on these subjects; and (iv) all Documents and Communications concerning Your decision to commit to the Debt Financing without further due diligence on these subjects.

REQUEST NO. 9.

All Communications with any media representative or media outlet regarding the Merger, the Merger Agreement, the Debt Financing, the Equity Financing, the Financing Commitments, the number of false or spam accounts or bots on the Twitter platform, the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, the June 6, 2022 Letter, and/or the July 8, 2022 Letter. This Request includes, without limitation, all Communications made by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, with the author(s) (or any of their colleagues) of the enumerated articles or any

other stories, articles, media commentary, or the like concerning the subject matters listed in this Request.

REQUEST NO. 10.

All Documents and Communications concerning Equity Investor’s determination, as disclosed in Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022, that the April 13, 2022 Proposal was “no longer subject to financing as a result of the Reporting Person’s receipt of the financing commitments . . . and is no longer subject to business due diligence.”

REQUEST NO. 11.

All Documents and Communications concerning (i) Equity Investor’s assertion, in a Tweet dated May 15, 2022, that “[t]here is some chance” that the percentage of bots and/or false or spam accounts “might be over 90% of daily active users”; and (ii) Equity Investor’s assertion, in a Tweet dated May 17, 2022, that “20% fake/spam accounts, while 4 times what Twitter claims, could be much higher,” including without limitation all Documents in Your possession, or of which You are aware, that supported these claims.

REQUEST NO. 12.

All Documents and Communications relating to the effects or potential effects of changes in the price of Tesla, Inc. common stock, on (i) the Merger; (ii) the Debt Financing; (iii) the Equity Financing; (iv) the Financing Commitments;

and/or (v) Defendants' intentions with respect to closing and/or efforts to close the Merger.

REQUEST NO. 13.

All Documents and Communications concerning Equity Investor's (i) efforts to ensure that he had the financial capacity to pay and perform his obligations in respect of the Equity Financing, including without limitation those relating to the status of or expected timeline for such efforts; and (ii) intended or expected sources of cash to fund his obligations in respect of the Equity Financing.

REQUEST NO. 14.

All Documents and Communications concerning Defendants' purported termination of the Merger Agreement, including without limitation those related to (i) any consideration of whether and on what grounds to purport to terminate the Merger Agreement; (ii) any consideration of potentially renegotiating the Merger Agreement; (iii) all Documents and Communications related to the preparation of the June 6, 2022 Letter; and (iv) all Documents and Communications related to the preparation of the July 8, 2022 Letter.

REQUEST NO. 15.

All Documents and Communications concerning Defendants' contention in the July 8, 2022 Letter that Twitter is "likely to suffer a Company Material Adverse Effect," including without limitation any valuations, forecasts, projections,

estimates, or other analyses relating to whether Twitter is likely to suffer a Company Material Adverse Effect.

REQUEST NO. 16.

All forecasts, projections, estimates, or other analyses created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or on Your or their behalf, relating to Twitter's current or future performance, financial condition, or value, including without limitation any projections of Twitter's revenues, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses.

REQUEST NO. 17.

All Documents and Communications relating to any investment, involvement, potential investment, or potential involvement by Equity Investor, any affiliate of Equity Investor, You, any other one or more of the Lenders, the Co-Investors, and/or any other Person acting in concert with Equity Investor, either directly or indirectly, in any competitor to Twitter, whether or not such competitor is presently in existence.

REQUEST NO. 18.

All Documents and Communications concerning Equity Investor's strategic or business plans for Twitter, including without limitation (i) all Communications between You and Equity Investor, any one or more of Defendants' Advisors,

any other one or more of the Lenders, and/or the Co-Investors concerning any such plans; (ii) all drafts or iterations of any plans to address issues relating to false or spam accounts on the Twitter platform; (iii) all drafts or iterations of any plans relating to employee retention programs or incentives; and (iv) all drafts or iterations of any plans relating to potential changes to the size and/or composition of Twitter's workforce.

REQUEST NO. 19.

All Documents and Communications relating to the termination of Bob Swan and/or the cessation of Bob Swan's involvement on Defendants' behalf in connection with the Merger and the Debt Financing.

REQUEST NO. 20.

All Documents and Communications relating to the actual or potential engagement or involvement of Antonio Gracias to act on Defendants' behalf in connection with the Merger and the Debt Financing, including without limitation any summary or introductory information or briefing materials provided to him.

REQUEST NO. 21.

All Documents concerning Your policies regarding the retention or destruction of documents.



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

NOTICE OF SERVICE OF SUBPOENA DUCES TECUM

TO: Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
Mathew A. Golden (No. 6035)
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Attorneys for Plaintiff Twitter, Inc.

PLEASE TAKE NOTICE that, pursuant to Court of Chancery Rule 45 and the Uniform Interstate Depositions and Discovery Act, Plaintiff Twitter, Inc., by and through the undersigned counsel, caused a Subpoena *Duces Tecum*, in the form attached hereto as Exhibit 1, to be served upon non-party Bank of America, N.A., One Bryant Park, New York, NY 10036. This non-party was served with a New York subpoena pursuant to the Uniform Interstate Depositions and Discovery Act in New York (CPLR § 3119), and therefore no commission is required.

Dated: July 30, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham

Jacob R. Kirkham (No. 5768)
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 30, 2022, he caused the foregoing document to be served via File&Serve Xpress upon the following counsel admitted to practice in the State of Delaware and via e-mail upon all others:

Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
Mathew A. Golden (No. 6035)
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Sarah K. Eddy
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Anitha Reddy
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(302) 252-4465

Attorneys for Plaintiff Twitter, Inc.

By: /s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)



STATE OF NEW YORK
COUNTY OF NEW YORK

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I, INC.,
and X HOLDINGS II, INC.,

Defendants.

SUBPOENA *DUCES TECUM*
**(pursuant to the Uniform Interstate
Depositions and Discovery Act and
CPLR § 3119)**

Originating State: Delaware

Originating County: New Castle

Originating Court: Court of Chancery

Originating Case number: C.A.
No. 2022-0613-KSJM

SUBPOENA *DUCES TECUM*
pursuant to the Uniform Interstate Depositions and Discovery Act
(Personal Attendance Not Required)

PERSONAL SERVICE BY HAND DELIVERY

TO: Bank of America, N.A.
One Bryant Park
New York, NY 10036

YOU ARE HEREBY COMMANDED, pursuant to New York Civil Practice Law and Rules (“CPLR”) § 3119 and the Uniform Interstate Depositions and Discovery Act, to produce and permit inspection and copying of designated documents, electronically stored information or tangible things in your possession, custody or control in accordance with the attached **Schedule A** within twenty (20) days of service of this subpoena, at the offices of Kobre & Kim LLP, 800 Third Avenue, New York, New York 10022, or such other location or date mutually agreeable amongst the parties or ordered by the Court.

Disclosure is being sought from You for use in *Twitter Inc. v. Musk et al.*, Case No. 2022-0613 (Del. Ch.) because, upon information and belief, You have material and relevant Documents and information relating to such action. The subject matter of the above-captioned Action is set forth in the Complaint, as defined below.

Failure to comply with this subpoena is punishable as a contempt of Court and shall make you liable to the person on whose behalf this subpoena was issued for a penalty not to exceed one hundred fifty dollars and all damages sustained by reason of your failure to comply.

Contact Information of Counsel for all Parties in the action:

Attorneys for Defendants Elon R. Musk, X Holdings I, Inc., and X Holdings II, Inc.

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Jacob R. Kirkham (No. 5768)
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600 North King Street, Suite 501,
Wilmington, Delaware 19801
(302) 518 6460

Dated: July 26, 2022
New York, New York

KOBRE & KIM LLP



Danielle L. Rose
800 Third Avenue,
New York, New York 10022
danielle.rose@kobrekim.com
+1 212 488 1200

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

SUBPOENA DUCES TECUM

THE STATE OF DELAWARE

TO: Bank of America, N.A.
One Bryant Park
New York, NY 10036

This subpoena is issued pursuant to Court of Chancery Rule 45 and the Uniform Interstate Deposition and Discovery Act. Court of Chancery Rules 45(c) and (d), copies of which are attached hereto, set forth the protections and duties with respect to this subpoena.

YOU ARE HEREBY COMMANDED:

To produce and permit inspection and copying of designated documents, electronically stored information or tangible things in your possession, custody or control in accordance with the attached **Schedule A** within twenty (20) days of service of this subpoena, given the expedited nature

of the proceedings, at the offices of Kobre & Kim LLP, Kobre & Kim LLP, 800 Third Avenue, New York, New York 10022, or such other location or date mutually agreeable amongst the parties or ordered by the Court.

Dated: July 26, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham

Jacob R. Kirkham (#5768)
600 North King Street, Suite 501,
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Twitter, Inc.

Court of Chancery Rule 45(c) and (d):

(c) Protection of persons subject to subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and may impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated documents, electronically stored information, or tangible things or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court on behalf of which the subpoena was issued shall quash or modify the subpoena if it

(i) Fails to allow reasonable time for compliance;

- (ii) Requires disclosure of privileged or other protected matter and no exception or waiver applies; or
- (iii) Subjects a person to undue burden.

(B) If a subpoena

- (i) Requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) Requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court on behalf of which the subpoena was issued may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the Court may order appearance or production only upon specified conditions.

(d) Duty in responding to subpoena.

(1) If a subpoena does not specify a form for producing documents or electronically stored information, the person responding shall produce it in a form or forms in which it is ordinarily maintained, or in which it is reasonably usable. Absent a showing of good cause, the person responding need not produce the same documents or electronically stored information in more than one form. The person responding need not provide discovery of documents or electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On a motion to compel discovery or for a protective order, the person responding to a subpoena must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the Court nevertheless may order discovery from such sources if the requesting party shows good cause. The Court may specify the conditions for the discovery.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, electronically stored information, or tangible things not produced that is sufficient to enable the demanding party to contest the claim.

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

C.A. No. 2022-0613-KSJM

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

AFFIDAVIT OF SERVICE

I, Stephen Astringer, of Kobre & Kim LLP, hereby certify that, on July 26, 2022, Davis Polk & Wardwell LLP (“Davis Polk”) advised my firm that it represents Bank of America, N.A. in connection with the above-captioned litigation and agreed to accept service of a non-party subpoena by electronic mail on behalf of Bank of America, N.A. Thereafter, that same day, Kobre & Kim LLP served the following documents on Davis Polk by electronic mail:


1. The attached Subpoena *Duces Tecum*;
2. Schedule A to that Subpoena; and
3. Ex. A to that Subpoena.

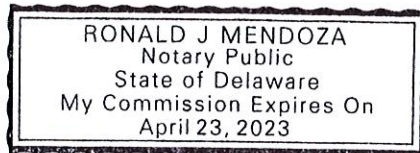


Stephen Astringer (#6375)
KOBRE & KIM LLP
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

Subscribed and sworn to before me
This 28 day of July, 2022.


Notary Public





[NEW YORK SUBPOENA SCHEDULE A]

SCHEDULE A

DEFINITIONS

As used in Schedule A, the following terms shall have the following meanings:

1. “Action” shall mean *Twitter Inc. v. Musk et al.*, Case No. 2022-0613 (Del. Ch.).
2. “AH Capital Management L.L.C.” shall mean AH Capital Management L.L.C. and any of its divisions, subsidiaries, or affiliates.
3. “Antonio Gracias” shall mean the Antonio Gracias affiliated with Valor Equity Partners LP.
4. “April 13, 2022 Proposal” shall mean the letter from Equity Investor to Bret Taylor, attached as Exhibit B to Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 13, 2022.
5. “April 24, 2022 Offer” shall mean the letter from Equity Investor to Bret Taylor, dated April 24, 2022, attached as Exhibit G to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.
6. “Barclays” shall mean Barclays Capital Inc. and any of its divisions, subsidiaries, or affiliates.
7. “Bob Swan” shall mean the Bob Swan affiliated with AH Capital Management L.L.C.
8. “BofA Securities” shall mean Bank of America Corporation and/or BofA Securities, Inc. and any of their respective divisions, subsidiaries, or affiliates.

9. “Co-Investor Equity Commitments” shall mean the letter agreements with the Co-Investors.

10. “Co-Investors” shall mean any one or more actual or potential co-investors in the Equity Financing, including without limitation Lawrence Ellison; the Lawrence J. Ellison Revocable Trust; Binance; A.H. Capital Management, L.L.C.; Brookfield Asset Management Inc.; Qatar Holding LLC; Sequoia Capital Fund, L.P.; A.M. Management & Consulting; Aliya Capital Partners LLC; BAMCO, Inc.; DFJ Growth IV Partners, LLC; Fidelity Management & Research Company LLC; Honeycomb Asset Management LP; Key Wealth Advisors LLC; Litani Ventures; Strauss Capital LLC; Tresser Blvd 402 LLC (Cartenna); VyCapital; Witkoff Capital; and Prince Alwaleed bin Talal, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

11. “Communication” shall refer to the transmittal of information (in the form of facts, ideas, inquiries, queries, data, or otherwise) by any means of transmission, regardless of whether the transmittal was initiated or received by an individual or a system. Means of transmission include, but are not limited to, face-to-face conversations, postal or other physical mail, email, text message, instant message (such as iMessage, Slack, and Signal), social media messaging platforms (such as Twitter Direct Messages), voicemail, telephone, or facsimile.

12. “Complaint” shall mean the Verified Complaint, dated July 12, 2022, filed by Twitter against Defendants in this Action.

13. “Debt Financing” shall refer to any amounts contemplated to be borrowed by Defendants, whether currently, previously, or in the future, to fund the transactions

contemplated by the Merger Agreement, including without limitation the amounts set forth in (i) the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the margin loan commitment letter, dated April 20, 2022, attached as Exhibit D to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (iii) the debt commitment letter dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022; and (iv) the Margin Loan Commitment.

14. “Defendants” shall mean individually and/or collectively, Elon R. Musk; X Holdings I, Inc. and any of its divisions, subsidiaries, or affiliates; and X Holdings II, Inc. and any of its divisions, subsidiaries, or affiliates, together with all other Persons acting or purporting to act on their behalf.

15. “Defendants’ Advisors” shall refer to any one or more of the following: Morgan Stanley; Jared Birchall; Excession LLC; Bob Swan; AH Capital Management, L.L.C.; Antonio Gracias; Valor Equity Partners LP; Kristina Salen; Patrick O’Malley; BofA Securities; Barclays; McDermott Will & Emery LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and Quinn Emanuel Urquhart & Sullivan, LLP, as well as any of Defendants’ other advisors, agents, attorneys, consultants, law firms, public relations firms, or other representatives, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

16. “Document” shall be construed to the fullest extent permissible under New York law and means, without limitation, the original and all copies and translations of any

information in any written, recorded, electronic, or graphic form including all memoranda, notes, interoffice and intraoffice communications, telegrams, teletypes, letters, reports, stenographic notes, bulletins, notices, emails, Bloomberg messages, Microsoft Team messages, any other text messages or other messaging–application messages, instant messages or other electronic–chat messages, telephonic or personal communications, computer models, spreadsheets, data, accounts, records, calendars, diaries, minutes, contracts or other legal papers, resolutions, written policies or procedures, insurance policies, audio records, photographs, microform, film, and any electronically stored information stored in any medium, including computer backup devices, hard drives, electronic share drives, or any other virtual or physical space. “Document” also includes any other Communication of any kind in any form or medium.

17. “Equity Financing” shall refer to any amounts contemplated to be invested by Equity Investor or others, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation (i) the equity financing commitment letter, dated April 20, 2022, attached as Exhibit E to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the equity financing commitment letter, dated April 25, 2022, filed as Exhibit J to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 26, 2022; (iii) the co-investor equity commitment letters referenced in Amendment No. 6 to Schedule 13D, filed by Equity Investor with the SEC on May 5, 2022; (iv) the equity commitment letter referenced in the Schedule 13D filed by HRH Prince Alwaleed Bin Talal Bin Abdulaziz Alsaud with the SEC on May 9, 2022; (v) the equity commitment side letter, dated May 11, 2022, and executed by, inter alia, Elon R. Musk; (vi) the equity commitment side letter, dated

May 24, 2022, and executed by, inter alia, Elon R. Musk; and (vii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022.

18. “Equity Investor” shall mean Elon R. Musk.

19. “Excession LLC” shall mean Excession LLC and any of its divisions, subsidiaries, or affiliates.

20. “Financing Commitments” shall mean: (i) the debt commitment letter, dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022, together with any amendments thereto; (ii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022, together with any amendments thereto; (iii) the Co-Investor Equity Commitments; and (iv) any other commitments to lend or invest money to fund the transactions contemplated by the Merger Agreement.

21. “Jared Birchall” shall mean the Jared Birchall affiliated with Excession LLC.

22. “July 8, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated July 8, 2022, regarding the purported termination of the Merger Agreement.

23. “June 6, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated June 6, 2022, asserting that there had been a “material breach” of the Merger Agreement.

24. “Kristina Salen” shall mean the Kristina Salen who formerly served as Chief Financial Officer of World Wrestling Entertainment, Inc. and who is currently affiliated with Sirius XM Holdings, Inc.

25. “Lenders” shall mean any one or more actual or potential providers of the Debt Financing, including without limitation Morgan Stanley Senior Funding, Inc.; Bank of America, N.A.; BofA Securities, Inc.; Barclays Bank PLC; MUFG Bank, Ltd.; BNP Paribas; BNP Paribas Securities Corp.; Mizuho Bank, Ltd.; Societe Generale; Credit Suisse AG, Cayman Islands Branch; Citibank, N.A.; Deutsche Bank AG, London Branch; Royal Bank of Canada; and Canadian Imperial Bank of Commerce, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

26. “Limited Guarantee” shall mean the Limited Guarantee, dated as of April 25, 2022, provided by Elon R. Musk in favor of Twitter, Inc.

27. “Margin Loan Commitment” shall mean the margin loan commitment letter, dated April 25, 2022, attached as Exhibit I to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.

28. “Merger” shall mean the transactions contemplated by the Merger Agreement.

29. “Merger Agreement” shall mean the Agreement and Plan of Merger, dated April 25, 2022, between and among Elon R. Musk, X Holdings I, Inc., X Holdings II, Inc., and Twitter, Inc.

30. “Morgan Stanley” shall mean Morgan Stanley & Co. LLC and any of its divisions, subsidiaries, or affiliates.

31. “Patrick O’Malley” shall mean the Patrick O’Malley who formerly served as Chief Financial Officer of Avaya Holdings Corp. and who is currently affiliated with Magnolia Medical Technologies, Inc.

32. “Person” or “Persons” shall mean any individual, corporation, partnership, firm, association, government agency, or other organization recognizable at law, together with its agents, employees, and representatives.

33. “SEC” shall mean the U.S. Securities and Exchange Commission, together with any of its employees, attorneys, agents, or representatives, and all other Persons acting or purporting to act on its behalf.

34. “Tweet” shall mean a post made on the Twitter platform, including Retweets or replies.

35. “Twitter” shall mean Twitter, Inc. and any of its divisions, subsidiaries or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

36. “Valor Equity Partners LP” shall mean Valor Equity Partners LP and any of its divisions, subsidiaries, or affiliates.

37. The terms “You” or “Your” shall mean Bank of America, N.A. and/or any of Bank of America, N.A.’s divisions, subsidiaries, or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

38. The term “including” shall mean “including without limitation” or “including, but not limited to.”

39. The terms “and” and “all” shall each be construed either disjunctively or conjunctively to bring within the scope of the Requests all responses that might otherwise be construed as outside their scope.

40. The terms “any” and “each” shall each be construed as both “each” and “every” to bring within the scope of the Requests all responses which might otherwise be construed to be outside their scope.

41. The use of the singular form of any word shall include the plural and vice versa.

42. The terms “concerning,” “regarding,” “relating to,” and/or “related to” shall each be read and applied as interchangeable and shall each be construed in the broadest sense to mean referring to, describing, evidencing, memorializing, concerning, regarding, with regard to, relating to, referring to, pertaining to, containing, analyzing, evaluating, studying, recording, reflecting, reporting on, commenting on, reviewed in connection or in conjunction with, setting forth, contradicting, refuting, and considering, in whole or in part.

43. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Merger Agreement.

INSTRUCTIONS

The following instructions shall apply to the Document Requests contained herein.

1. As required by CPLR 3122(c), You shall produce all Documents either (a) as they are kept in the usual course of business; or (b) organized and labeled to correspond to the categories of the Request.

2. As required by CPLR 3122(a), if You object to the production of any Documents called for by a Request, You shall state with particularity the reasons for Your objection.

3. Unless otherwise specified, the time period covered by these Requests is January 1, 2022 through July 8, 2022.

4. These Requests are continuing in nature and to the extent that Your responses may be modified or supplemented by documents or information obtained or discovered subsequent to the production of Your initial responses, or are discovered to be incomplete or incorrect, You are required to promptly provide supplemental responses pursuant to Article 31 of the CPLR.

5. A Request for a Document shall be deemed to include a request for any non-identical copies or drafts of the Document, as well as all transmittal sheets, cover letters, exhibits, enclosures, or attachments to the Document, in addition to the Document itself. Any Document described herein is to be produced in its original file folder, with all labels or similar markings intact, and with the name of the Person from whose file it was produced.

6. If it is not possible to produce any Document called for by a Request, or if any part of a Request is objected to, the reasons for the failure to produce the Documents or the objection should be stated specifically as to all grounds.

7. If a Document responsive to any Request is no longer in Your possession, custody, or control, give a description of the Document, state what disposition was made of the Document and the date of such disposition, and identify all Persons having knowledge of the Document's contents.

8. If any Document responsive to any Request has been destroyed, give a description of the Document, set forth the contents of the Document, the location of any copies of the Document, the date of the Document's destruction, and the name of the Person who destroyed the Document or ordered or authorized its destruction.

9. If You withhold any Document responsive to a Request, or any part thereof, You shall provide notice to Plaintiffs, as required by CPLR 3122(b), that such Document is being withheld, indicating: (a) the legal ground for withholding the Document; (b) the type

of Document; (c) the general subject matter of the Document; (d) the date of the Document; and (e) such other information as is sufficient to identify the Document, including the author of, recipients of, and attachments to the Document. If You believe that a portion of a Document is protected by an applicable privilege, You shall produce the non-privileged portion with the allegedly privileged portion redacted and indicated as such.

10. Requests are not intended to limit or modify other Requests and should not be interpreted as limiting or modifying other Requests.

11. If You contend that any Request is overly broad and/or unduly burdensome, identify all aspects of the Request that are overly broad or unduly burdensome and produce the Documents that are not subject to this contention.

12. If there are no Documents or Communications responsive to any particular Request or subpart thereof, You shall state so in writing.

13. For any responsive Documents or Communications stored in electronic format, including email and text messages, You will produce those Documents or Communications in searchable electronic format (e.g., single-page .TIFF format with corresponding Document-level extracted text files and OCR text files, each named by the Bates number assigned to the first page) by secure electronic transmission (e.g. SFTP site) or on CD-ROMs, DVD-ROMs, portable or external hard drives, or other widely-used electronic or optical storage media. All images will be produced as single page .TIFF images, black and white, Group IV and 300 dpi with a Concordance Image (formerly Opticon) style .OPT load file. All color images will be provided in JPEG format where color images are necessary to understand the Document. All Microsoft Excel, PowerPoint, and similar spreadsheet or presentation files will be produced in native format. Furthermore, for all native files that are produced, a corresponding placeholder TIFF image will be produced that

bears the same Bates assigned to the native file, has all associated metadata, and indicates that that the “File has been produced in native format.” All responsive electronic Documents and Communications will be produced with sufficient metadata to convey where these items begin and end (including attachments), the original file name, and the original timestamps and attributes. All metadata will be provided in a delimited data field (with file extension .DAT), delimited using the Concordance style delimiters, and including the following metadata fields: “BEGBATES”, “ENDBATES”, “BEGATTACH”, “ENDATTACH”, “FAMILY-DATE/TIME”, “Page Count”, “Custodian”, “ALL CUSTODIANS”, “To”, “From”, “CC”, “BCC”, “Subject”, “Sent Date/Time”, “Author”, “Title”, “File Name”, “File Extension”, “Redacted”, “TextPath”, “NativePath”, “MD5HASH”, “Received Date/Time”, “File Size”, and “Confidentiality”.

14. None of the Definitions or Requests set forth herein shall be construed as an admission relating to the existence of any evidence, to the relevance or admissibility of any evidence, or to the truth or accuracy of any statement or characterization in the Definition or Request.

DOCUMENT REQUESTS

REQUEST NO. 1.

All Documents and Communications relating to the April 13, 2022 Proposal, the April 24, 2022 Offer, any other potential acquisition or other strategic transaction involving Twitter, the Merger, the Merger Agreement, the Limited Guarantee, the June 6, 2022 Letter, and/or the July 8, 2022 Letter, and any financing with respect to any of the foregoing or any transaction contemplated thereby (including but not limited to the Debt Financing, the Equity Financing, and/or the Financing Commitments), including without limitation (i) all

Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or any Co-Investor concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning these subjects; (iii) all Communications with any advisor, attorney, or other representative of any Co-Investor concerning these subjects; and (iv) all Communications with any advisor, attorney, or other representative of any advisor, attorney, and/or other representative of You or any other one or more of the Lenders concerning these subjects.

REQUEST NO. 2.

All Documents and Communications relating to efforts to syndicate and/or arrange, document, negotiate the terms of, or consummate the Debt Financing and close the Merger, including those concerning the status of or expected timeline for such efforts. Documents responsive to this Request shall include, without limitation: (i) closing checklists (and drafts thereof) for any aspect of the Debt Financing; (ii) timelines (and drafts thereof) for the arrangement, negotiation, execution, and/or consummation of the Debt Financing; (iii) agendas, presentations, decks, and other materials (and drafts thereof) related to any organizational calls, lender meetings, drafting sessions, or due diligence sessions concerning the Debt Financing, and any notes, recordings, or transcriptions of any calls or meetings related to the Debt Financing; (iv) drafts of definitive agreements and ancillary and closing documents (and all schedules and exhibits thereto) related to the Debt Financing; (v) offering memoranda, confidential information memoranda, and lender presentations (and drafts thereof) related to the Debt Financing; and (vi) ratings agency presentations (and drafts thereof) related to the Debt Financing.

REQUEST NO. 3.

All Documents and Communications concerning (i) the reduction of the amount of the Margin Loan Commitment, including without limitation those relating to the reasons for reducing the amount of the Margin Loan Commitment; and (ii) the subsequent termination of the Margin Loan Commitment, including without limitation those relating to the reasons for terminating the Margin Loan Commitment.

REQUEST NO. 4.

All Documents and Communications concerning any potential tender offer for some or all of Twitter's shares, including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; and (iii) all Documents and Communications relating to the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022.

REQUEST NO. 5.

All Documents and Communications concerning Defendants' requests or potential requests for information pursuant to Section 6.4 and/or Section 6.11 of the Merger Agreement and any information provided by Twitter, or on Twitter's behalf, in response to any such request for information, including without limitation (i) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (ii) all Communications with Defendants, any one or more of Defendants' Advisors, any other one

or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (iii) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to Twitter's API or "firehose" data provided to Defendants; (iv) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to any other information provided by Twitter, or on Twitter's behalf, in response to any information request by Defendants or on Defendants' behalf; and (v) all Documents and Communications concerning Equity Investor's Tweet, dated May 13, 2022, purporting to disclose information obtained from Twitter pursuant to an information request, as alleged in Paragraph 75 of the Complaint.

REQUEST NO. 6.

All Documents and Communications relating to any written or oral request made by You or any other one or more of the Lenders seeking information relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such information request.

REQUEST NO. 7.

All Documents and Communications relating to any written or oral response to an information request made by You and/or any other one or more of the Lenders relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such response.

REQUEST NO. 8.

All Documents and Communications concerning the number of false or spam accounts or

bots on the Twitter platform and/or the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, including without limitation (i) all Documents and Communications related to any analyses, audits, or investigations performed or conducted by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (ii) all Documents and Communications related to any analyses, audits, or investigations that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered undertaking, or that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered having others undertake on Your or their behalf, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (iii) all Documents and Communications related to Defendants' decision to execute the Merger Agreement without further due diligence on these subjects; and (iv) all Documents and Communications concerning Your decision to commit to the Debt Financing without further due diligence on these subjects.

REQUEST NO. 9.

All Communications with any media representative or media outlet regarding the Merger, the Merger Agreement, the Debt Financing, the Equity Financing, the Financing Commitments, the number of false or spam accounts or bots on the Twitter platform, the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, the June 6, 2022 Letter, and/or the July 8, 2022 Letter. This Request includes, without limitation, all Communications made by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware,

with the author(s) (or any of their colleagues) of the enumerated articles or any other stories, articles, media commentary, or the like concerning the subject matters listed in this Request.

REQUEST NO. 10.

All Documents and Communications concerning Equity Investor's determination, as disclosed in Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022, that the April 13, 2022 Proposal was "no longer subject to financing as a result of the Reporting Person's receipt of the financing commitments . . . and is no longer subject to business due diligence."

REQUEST NO. 11.

All Documents and Communications concerning (i) Equity Investor's assertion, in a Tweet dated May 15, 2022, that "[t]here is some chance" that the percentage of bots and/or false or spam accounts "might be over 90% of daily active users"; and (ii) Equity Investor's assertion, in a Tweet dated May 17, 2022, that "20% fake/spam accounts, while 4 times what Twitter claims, could be much higher," including without limitation all Documents in Your possession, or of which You are aware, that supported these claims.

REQUEST NO. 12.

All Documents and Communications relating to the effects or potential effects of changes in the price of Tesla, Inc. common stock, on (i) the Merger; (ii) the Debt Financing; (iii) the Equity Financing; (iv) the Financing Commitments; and/or (v) Defendants' intentions with respect to closing and/or efforts to close the Merger.

REQUEST NO. 13.

All Documents and Communications concerning Equity Investor's (i) efforts to ensure that he had the financial capacity to pay and perform his obligations in respect of the Equity Financing, including without limitation those relating to the status of or expected timeline

for such efforts; and (ii) intended or expected sources of cash to fund his obligations in respect of the Equity Financing.

REQUEST NO. 14.

All Documents and Communications concerning Defendants' purported termination of the Merger Agreement, including without limitation those related to (i) any consideration of whether and on what grounds to purport to terminate the Merger Agreement; (ii) any consideration of potentially renegotiating the Merger Agreement; (iii) all Documents and Communications related to the preparation of the June 6, 2022 Letter; and (iv) all Documents and Communications related to the preparation of the July 8, 2022 Letter.

REQUEST NO. 15.

All Documents and Communications concerning Defendants' contention in the July 8, 2022 Letter that Twitter is "likely to suffer a Company Material Adverse Effect," including without limitation any valuations, forecasts, projections, estimates, or other analyses relating to whether Twitter is likely to suffer a Company Material Adverse Effect.

REQUEST NO. 16.

All forecasts, projections, estimates, or other analyses created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or on Your or their behalf, relating to Twitter's current or future performance, financial condition, or value, including without limitation any projections of Twitter's revenues, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses.

REQUEST NO. 17.

All Documents and Communications relating to any investment, involvement, potential investment, or potential involvement by Equity Investor, any affiliate of Equity Investor,

You, any other one or more of the Lenders, the Co-Investors, and/or any other Person acting in concert with Equity Investor, either directly or indirectly, in any competitor to Twitter, whether or not such competitor is presently in existence.

REQUEST NO. 18.

All Documents and Communications concerning Equity Investor's strategic or business plans for Twitter, including without limitation (i) all Communications between You and Equity Investor, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or the Co-Investors concerning any such plans; (ii) all drafts or iterations of any plans to address issues relating to false or spam accounts on the Twitter platform; (iii) all drafts or iterations of any plans relating to employee retention programs or incentives; and (iv) all drafts or iterations of any plans relating to potential changes to the size and/or composition of Twitter's workforce.

REQUEST NO. 19.

All Documents and Communications relating to the termination of Bob Swan and/or the cessation of Bob Swan's involvement on Defendants' behalf in connection with the Merger and the Debt Financing.

REQUEST NO. 20.

All Documents and Communications relating to the actual or potential engagement or involvement of Antonio Gracias to act on Defendants' behalf in connection with the Merger and the Debt Financing, including without limitation any summary or introductory information or briefing materials provided to him.

REQUEST NO. 21.

All Documents concerning Your policies regarding the retention or destruction of documents.

**[DELAWARE SUBPOENA
("EX. A") SCHEDULE A]**

SCHEDULE A

DEFINITIONS

As used in Schedule A, the following terms shall have the following meanings:

1. “Action” shall mean the above-captioned action.
2. “AH Capital Management L.L.C.” shall mean AH Capital Management L.L.C. and any of its divisions, subsidiaries, or affiliates.
3. “Antonio Gracias” shall mean the Antonio Gracias affiliated with Valor Equity Partners LP.
4. “April 13, 2022 Proposal” shall mean the letter from Equity Investor to Bret Taylor, attached as Exhibit B to Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 13, 2022.
5. “April 24, 2022 Offer” shall mean the letter from Equity Investor to Bret Taylor, dated April 24, 2022, attached as Exhibit G to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.
6. “Barclays” shall mean Barclays Capital Inc. and any of its divisions, subsidiaries, or affiliates.

7. “Bob Swan” shall mean the Bob Swan affiliated with AH Capital Management L.L.C.

8. “BofA Securities” shall mean Bank of America Corporation and/or BofA Securities, Inc. and any of their respective divisions, subsidiaries, or affiliates.

9. “Co-Investor Equity Commitments” shall mean the letter agreements with the Co-Investors.

10. “Co-Investors” shall mean any one or more actual or potential co-investors in the Equity Financing, including without limitation Lawrence Ellison; the Lawrence J. Ellison Revocable Trust; Binance; A.H. Capital Management, L.L.C.; Brookfield Asset Management Inc.; Qatar Holding LLC; Sequoia Capital Fund, L.P.; A.M. Management & Consulting; Aliya Capital Partners LLC; BAMCO, Inc.; DFJ Growth IV Partners, LLC; Fidelity Management & Research Company LLC; Honeycomb Asset Management LP; Key Wealth Advisors LLC; Litani Ventures; Strauss Capital LLC; Tresser Blvd 402 LLC (Cartenna); VyCapital; Witkoff Capital; and Prince Alwaleed bin Talal, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

11. “Communication” shall refer to the transmittal of information (in the form of facts, ideas, inquiries, queries, data, or otherwise) by any means of transmission, regardless of whether the transmittal was initiated or received by an individual or a system. Means of transmission include, but are not limited to, face-to-face conversations, postal or other physical mail, email, text message, instant message (such as iMessage, Slack, and Signal), social media messaging platforms (such as Twitter Direct Messages), voicemail, telephone, or facsimile.

12. “Complaint” shall mean the Verified Complaint, dated July 12, 2022, filed by Twitter against Defendants in this Action.

13. “Debt Financing” shall refer to any amounts contemplated to be borrowed by Defendants, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation the amounts set forth in (i) the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the margin loan commitment letter, dated April 20, 2022, attached as Exhibit D to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (iii) the debt commitment letter dated April 25, 2022, attached as Exhibit H to

Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022; and (iv) the Margin Loan Commitment.

14. “Defendants” shall mean individually and/or collectively, Elon R. Musk; X Holdings I, Inc. and any of its divisions, subsidiaries, or affiliates; and X Holdings II, Inc. and any of its divisions, subsidiaries, or affiliates, together with all other Persons acting or purporting to act on their behalf.

15. “Defendants’ Advisors” shall refer to any one or more of the following: Morgan Stanley; Jared Birchall; Excession LLC; Bob Swan; AH Capital Management, L.L.C.; Antonio Gracias; Valor Equity Partners LP; Kristina Salen; Patrick O’Malley; BofA Securities; Barclays; McDermott Will & Emery LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and Quinn Emanuel Urquhart & Sullivan, LLP, as well as any of Defendants’ other advisors, agents, attorneys, consultants, law firms, public relations firms, or other representatives, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

16. “Document” shall mean “document” as that term is defined and used in Court of Chancery Rules 26, 34, and 45 and shall have the broadest possible meaning permitted by law.

17. “Equity Financing” shall refer to any amounts contemplated to be invested by Equity Investor or others, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation (i) the equity financing commitment letter, dated April 20, 2022, attached as Exhibit E to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the equity financing commitment letter, dated April 25, 2022, filed as Exhibit J to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 26, 2022; (iii) the co-investor equity commitment letters referenced in Amendment No. 6 to Schedule 13D, filed by Equity Investor with the SEC on May 5, 2022; (iv) the equity commitment letter referenced in the Schedule 13D filed by HRH Prince Alwaleed Bin Talal Bin Abdulaziz Alsaud with the SEC on May 9, 2022; (v) the equity commitment side letter, dated May 11, 2022, and executed by, inter alia, Elon R. Musk; (vi) the equity commitment side letter, dated May 24, 2022, and executed by, inter alia, Elon R. Musk; and (vii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022.

18. “Equity Investor” shall mean Elon R. Musk.

19. “Excession LLC” shall mean Excession LLC and any of its divisions, subsidiaries, or affiliates.

20. “Financing Commitments” shall mean: (i) the debt commitment letter, dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022, together with any amendments thereto; (ii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022, together with any amendments thereto; (iii) the Co-Investor Equity Commitments; and (iv) any other commitments to lend or invest money to fund the transactions contemplated by the Merger Agreement.

21. “Jared Birchall” shall mean the Jared Birchall affiliated with Excession LLC.

22. “July 8, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated July 8, 2022, regarding the purported termination of the Merger Agreement.

23. “June 6, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated June 6, 2022, asserting that there had been a “material breach” of the Merger Agreement.

24. “Kristina Salen” shall mean the Kristina Salen who formerly served as Chief Financial Officer of World Wrestling Entertainment, Inc. and who is currently affiliated with Sirius XM Holdings, Inc.

25. “Lenders” shall mean any one or more actual or potential providers of the Debt Financing, including without limitation Morgan Stanley Senior Funding, Inc.; Bank of America, N.A.; BofA Securities, Inc.; Barclays Bank PLC; MUFG Bank, Ltd.; BNP Paribas; BNP Paribas Securities Corp.; Mizuho Bank, Ltd.; Societe Generale; Credit Suisse AG, Cayman Islands Branch; Citibank, N.A.; Deutsche Bank AG, London Branch; Royal Bank of Canada; and Canadian Imperial Bank of Commerce, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

26. “Limited Guarantee” shall mean the Limited Guarantee, dated as of April 25, 2022, provided by Elon R. Musk in favor of Twitter, Inc.

27. “Margin Loan Commitment” shall mean the margin loan commitment letter, dated April 25, 2022, attached as Exhibit I to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.

28. “Merger” shall mean the transactions contemplated by the Merger Agreement.

29. “Merger Agreement” shall mean the Agreement and Plan of Merger, dated April 25, 2022, between and among Elon R. Musk, X Holdings I, Inc., X Holdings II, Inc., and Twitter, Inc.

30. “Morgan Stanley” shall mean Morgan Stanley & Co. LLC and any of its divisions, subsidiaries, or affiliates.

31. “Patrick O’Malley” shall mean the Patrick O’Malley who formerly served as Chief Financial Officer of Avaya Holdings Corp. and who is currently affiliated with Magnolia Medical Technologies, Inc.

32. “Person” or “Persons” shall mean any individual, corporation, partnership, firm, association, government agency, or other organization recognizable at law, together with its agents, employees, and representatives.

33. “SEC” shall mean the U.S. Securities and Exchange Commission, together with any of its employees, attorneys, agents, or representatives, and all other Persons acting or purporting to act on its behalf.

34. “Tweet” shall mean a post made on the Twitter platform, including Retweets or replies.

35. “Twitter” shall mean Twitter, Inc. and any of its divisions, subsidiaries or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

36. “Valor Equity Partners LP” shall mean Valor Equity Partners LP and any of its divisions, subsidiaries, or affiliates.

37. The terms “You” or “Your” shall mean Bank of America, N.A. and/or any of Bank of America, N.A.’s divisions, subsidiaries, or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

38. The term “including” shall mean “including without limitation” or “including, but not limited to.”

39. The terms “and” and “all” shall each be construed either disjunctively or conjunctively to bring within the scope of the Requests all responses that might otherwise be construed as outside their scope.

40. The terms “any” and “each” shall each be construed as both “each” and “every” to bring within the scope of the Requests all responses which might otherwise be construed to be outside their scope.

41. The use of the singular form of any word shall include the plural and vice versa.

42. The terms “concerning,” “regarding,” “relating to,” and/or “related to” shall each be read and applied as interchangeable and shall each be construed in the broadest sense to mean referring to, describing, evidencing, memorializing, concerning, regarding, with regard to, relating to, referring to, pertaining to, containing, analyzing, evaluating, studying, recording, reflecting, reporting on, commenting on, reviewed in connection or in conjunction with, setting forth, contradicting, refuting, and considering, in whole or in part.

43. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Merger Agreement.

INSTRUCTIONS

The following instructions shall apply to the Document Requests contained herein.

1. These Requests require that You produce Documents in a manner that satisfies the requirements of Court of Chancery Rules 26, 34, and 45.

2. Unless otherwise specified, the time period covered by these Requests is January 1, 2022, through July 8, 2022.

3. These Requests are continuing and require supplementation pursuant to Court of Chancery Rules 26, 34, and 45.

4. A Request for a Document shall be deemed to include a request for any non-identical copies or drafts of the Document, as well as all transmittal sheets, cover letters, exhibits, enclosures, or attachments to the Document, in addition to the Document itself. Any Document described herein is to be produced in its original file folder, with all labels or similar markings intact, and with the name of the Person from whose file it was produced.

5. If it is not possible to produce any Document called for by a Request, or if any part of a Request is objected to, the reasons for the failure to produce the Documents or the objection should be stated specifically as to all grounds.

6. If a Document responsive to any Request is no longer in Your possession, custody, or control, give a description of the Document, state what disposition was made of the Document and the date of such disposition, and identify all Persons having knowledge of the Document's contents.

7. If any Document responsive to any Request has been destroyed, give a description of the Document, set forth the contents of the Document, the location of any copies of the Document, the date of the Document's destruction,

and the name of the Person who destroyed the Document or ordered or authorized its destruction.

8. If You claim any form of privilege or protection or other reason, whether based on statute or otherwise, as a ground for not producing requested Documents, furnish a list identifying each Document for which the privilege or protection is claimed, together with the following information: date; sender, recipients, and Persons to whom copies were furnished, together with their job titles; subject matter; and basis on which the Document is withheld consistent with the Court of Chancery Rules.

9. Requests are not intended to limit or modify other Requests and should not be interpreted as limiting or modifying other Requests.

10. If You contend that any Request is overly broad and/or unduly burdensome, identify all aspects of the Request that are overly broad or unduly burdensome and produce the Documents that are not subject to this contention.

11. If there are no Documents or Communications responsive to any particular Request or subpart thereof, You shall state so in writing.

12. For any responsive Documents or Communications stored in electronic format, including email and text messages, You will produce those Documents or Communications in searchable electronic format (e.g., single-

page .TIFF format with corresponding Document-level extracted text files and OCR text files, each named by the Bates number assigned to the first page) by secure electronic transmission (e.g. SFTP site) or on CD-ROMs, DVD-ROMs, portable or external hard drives, or other widely-used electronic or optical storage media. All images will be produced as single page .TIFF images, black and white, Group IV and 300 dpi with a Concordance Image (formerly Opticon) style .OPT load file. All color images will be provided in JPEG format where color images are necessary to understand the Document. All Microsoft Excel, PowerPoint, and similar spreadsheet or presentation files will be produced in native format. Furthermore, for all native files that are produced, a corresponding placeholder TIFF image will be produced that bears the same Bates assigned to the native file, has all associated metadata, and indicates that that the “File has been produced in native format.” All responsive electronic Documents and Communications will be produced with sufficient metadata to convey where these items begin and end (including attachments), the original file name, and the original timestamps and attributes. All metadata will be provided in a delimited data field (with file extension .DAT), delimited using the Concordance style delimiters, and including the following metadata fields: “BEGBATES”, “ENDBATES”, “BEGATTACH”, “ENDATTACH”, “FAMILY-DATE/TIME”, “Page Count”, “Custodian”, “ALL

CUSTODIANS”, “To”, “From”, “CC”, “BCC”, “Subject”, “Sent Date/Time”, “Author”, “Title”, “File Name”, “File Extension”, “Redacted”, “TextPath”, “NativePath”, “MD5HASH”, “Received Date/Time”, “File Size”, and “Confidentiality”.

13. None of the Definitions or Requests set forth herein shall be construed as an admission relating to the existence of any evidence, to the relevance or admissibility of any evidence, or to the truth or accuracy of any statement or characterization in the Definition or Request.

DOCUMENT REQUESTS

REQUEST NO. 1.

All Documents and Communications relating to the April 13, 2022 Proposal, the April 24, 2022 Offer, any other potential acquisition or other strategic transaction involving Twitter, the Merger, the Merger Agreement, the Limited Guarantee, the June 6, 2022 Letter, and/or the July 8, 2022 Letter, and any financing with respect to any of the foregoing or any transaction contemplated thereby (including but not limited to the Debt Financing, the Equity Financing, and/or the Financing Commitments), including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or any Co-Investor concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning these subjects; (iii) all Communications with any advisor, attorney, or other representative of any Co-Investor concerning these subjects; and (iv) all Communications with any advisor, attorney, or other representative of any advisor, attorney, and/or other representative of You or any other one or more of the Lenders concerning these subjects.

REQUEST NO. 2.

All Documents and Communications relating to efforts to syndicate and/or arrange, document, negotiate the terms of, or consummate the Debt Financing

and close the Merger, including those concerning the status of or expected timeline for such efforts. Documents responsive to this Request shall include, without limitation: (i) closing checklists (and drafts thereof) for any aspect of the Debt Financing; (ii) timelines (and drafts thereof) for the arrangement, negotiation, execution, and/or consummation of the Debt Financing; (iii) agendas, presentations, decks, and other materials (and drafts thereof) related to any organizational calls, lender meetings, drafting sessions, or due diligence sessions concerning the Debt Financing, and any notes, recordings, or transcriptions of any calls or meetings related to the Debt Financing; (iv) drafts of definitive agreements and ancillary and closing documents (and all schedules and exhibits thereto) related to the Debt Financing; (v) offering memoranda, confidential information memoranda, and lender presentations (and drafts thereof) related to the Debt Financing; and (vi) ratings agency presentations (and drafts thereof) related to the Debt Financing.

REQUEST NO. 3.

All Documents and Communications concerning (i) the reduction of the amount of the Margin Loan Commitment, including without limitation those relating to the reasons for reducing the amount of the Margin Loan Commitment; and (ii) the subsequent termination of the Margin Loan Commitment, including

without limitation those relating to the reasons for terminating the Margin Loan Commitment.

REQUEST NO. 4.

All Documents and Communications concerning any potential tender offer for some or all of Twitter's shares, including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; and (iii) all Documents and Communications relating to the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022.

REQUEST NO. 5.

All Documents and Communications concerning Defendants' requests or potential requests for information pursuant to Section 6.4 and/or Section 6.11 of the Merger Agreement and any information provided by Twitter, or on Twitter's behalf, in response to any such request for information, including without limitation (i) all Documents created by Defendants, any one or more of

Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (ii) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (iii) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to Twitter's API or "firehose" data provided to Defendants; (iv) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to any other information provided by Twitter, or on Twitter's behalf, in response to any information request by Defendants or on Defendants' behalf; and (v) all Documents and Communications concerning Equity Investor's Tweet, dated May 13, 2022, purporting to disclose information obtained from Twitter pursuant to an information request, as alleged in Paragraph 75 of the Complaint.

REQUEST NO. 6.

All Documents and Communications relating to any written or oral request made by You or any other one or more of the Lenders seeking information relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such information request.

REQUEST NO. 7.

All Documents and Communications relating to any written or oral response to an information request made by You and/or any other one or more of the Lenders relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such response.

REQUEST NO. 8.

All Documents and Communications concerning the number of false or spam accounts or bots on the Twitter platform and/or the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, including without limitation (i) all Documents and Communications related to any analyses, audits, or investigations performed or conducted by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (ii) all Documents and Communications related to any analyses, audits, or investigations that

Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered undertaking, or that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered having others undertake on Your or their behalf, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (iii) all Documents and Communications related to Defendants' decision to execute the Merger Agreement without further due diligence on these subjects; and (iv) all Documents and Communications concerning Your decision to commit to the Debt Financing without further due diligence on these subjects.

REQUEST NO. 9.

All Communications with any media representative or media outlet regarding the Merger, the Merger Agreement, the Debt Financing, the Equity Financing, the Financing Commitments, the number of false or spam accounts or bots on the Twitter platform, the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, the June 6, 2022 Letter, and/or the July 8, 2022 Letter. This Request includes, without limitation, all Communications made by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, with the author(s) (or any of their colleagues) of the enumerated articles or any

other stories, articles, media commentary, or the like concerning the subject matters listed in this Request.

REQUEST NO. 10.

All Documents and Communications concerning Equity Investor’s determination, as disclosed in Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022, that the April 13, 2022 Proposal was “no longer subject to financing as a result of the Reporting Person’s receipt of the financing commitments . . . and is no longer subject to business due diligence.”

REQUEST NO. 11.

All Documents and Communications concerning (i) Equity Investor’s assertion, in a Tweet dated May 15, 2022, that “[t]here is some chance” that the percentage of bots and/or false or spam accounts “might be over 90% of daily active users”; and (ii) Equity Investor’s assertion, in a Tweet dated May 17, 2022, that “20% fake/spam accounts, while 4 times what Twitter claims, could be much higher,” including without limitation all Documents in Your possession, or of which You are aware, that supported these claims.

REQUEST NO. 12.

All Documents and Communications relating to the effects or potential effects of changes in the price of Tesla, Inc. common stock, on (i) the Merger; (ii) the Debt Financing; (iii) the Equity Financing; (iv) the Financing Commitments;

and/or (v) Defendants' intentions with respect to closing and/or efforts to close the Merger.

REQUEST NO. 13.

All Documents and Communications concerning Equity Investor's (i) efforts to ensure that he had the financial capacity to pay and perform his obligations in respect of the Equity Financing, including without limitation those relating to the status of or expected timeline for such efforts; and (ii) intended or expected sources of cash to fund his obligations in respect of the Equity Financing.

REQUEST NO. 14.

All Documents and Communications concerning Defendants' purported termination of the Merger Agreement, including without limitation those related to (i) any consideration of whether and on what grounds to purport to terminate the Merger Agreement; (ii) any consideration of potentially renegotiating the Merger Agreement; (iii) all Documents and Communications related to the preparation of the June 6, 2022 Letter; and (iv) all Documents and Communications related to the preparation of the July 8, 2022 Letter.

REQUEST NO. 15.

All Documents and Communications concerning Defendants' contention in the July 8, 2022 Letter that Twitter is "likely to suffer a Company Material Adverse Effect," including without limitation any valuations, forecasts, projections,

estimates, or other analyses relating to whether Twitter is likely to suffer a Company Material Adverse Effect.

REQUEST NO. 16.

All forecasts, projections, estimates, or other analyses created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or on Your or their behalf, relating to Twitter's current or future performance, financial condition, or value, including without limitation any projections of Twitter's revenues, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses.

REQUEST NO. 17.

All Documents and Communications relating to any investment, involvement, potential investment, or potential involvement by Equity Investor, any affiliate of Equity Investor, You, any other one or more of the Lenders, the Co-Investors, and/or any other Person acting in concert with Equity Investor, either directly or indirectly, in any competitor to Twitter, whether or not such competitor is presently in existence.

REQUEST NO. 18.

All Documents and Communications concerning Equity Investor's strategic or business plans for Twitter, including without limitation (i) all Communications between You and Equity Investor, any one or more of Defendants' Advisors,

any other one or more of the Lenders, and/or the Co-Investors concerning any such plans; (ii) all drafts or iterations of any plans to address issues relating to false or spam accounts on the Twitter platform; (iii) all drafts or iterations of any plans relating to employee retention programs or incentives; and (iv) all drafts or iterations of any plans relating to potential changes to the size and/or composition of Twitter's workforce.

REQUEST NO. 19.

All Documents and Communications relating to the termination of Bob Swan and/or the cessation of Bob Swan's involvement on Defendants' behalf in connection with the Merger and the Debt Financing.

REQUEST NO. 20.

All Documents and Communications relating to the actual or potential engagement or involvement of Antonio Gracias to act on Defendants' behalf in connection with the Merger and the Debt Financing, including without limitation any summary or introductory information or briefing materials provided to him.

REQUEST NO. 21.

All Documents concerning Your policies regarding the retention or destruction of documents.



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

NOTICE OF SERVICE OF SUBPOENA DUCES TECUM

TO: Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
Mathew A. Golden (No. 6035)
POTTER ANDERSON &
CORROON LLP
1313 North Market Street
Hercules Plaza, 6th Floor

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(302) 252-4465

Attorneys for Plaintiff Twitter, Inc.

PLEASE TAKE NOTICE that, pursuant to Court of Chancery Rule 45 and the Uniform Interstate Depositions and Discovery Act, Plaintiff Twitter, Inc., by and through the undersigned counsel, caused two Subpoenas *Duces Tecum*, in the forms attached hereto as Exhibits 1 and 2, to be served upon non-party Citibank, N.A., with addresses (1) 388 Greenwich Street, New York, NY 10013, and (2) 399 Park Avenue, New York, NY 10043. This non-party was served with a New York subpoena pursuant to the Uniform Interstate Depositions and Discovery Act in New York (CPLR § 3119), and therefore no commission is required.

Dated: July 30, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham

Jacob R. Kirkham (No. 5768)
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 30, 2022, he caused the foregoing document to be served via File&Serve Xpress upon the following counsel admitted to practice in the State of Delaware and via e-mail upon all others:

Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
Mathew A. Golden (No. 6035)
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OF COUNSEL:

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Attorneys for Plaintiff Twitter, Inc.

By: /s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)



STATE OF NEW YORK
COUNTY OF NEW YORK

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I, INC.,
and X HOLDINGS II, INC.,

Defendants.

SUBPOENA *DUCES TECUM*
**(pursuant to the Uniform Interstate
Depositions and Discovery Act and
CPLR § 3119)**

Originating State: Delaware

Originating County: New Castle

Originating Court: Court of Chancery

Originating Case number: C.A.
No. 2022-0613-KSJM

SUBPOENA *DUCES TECUM*
pursuant to the Uniform Interstate Depositions and Discovery Act
(Personal Attendance Not Required)

PERSONAL SERVICE BY HAND DELIVERY

TO: Citibank, N.A.
388 Greenwich Street
New York, NY 10013

YOU ARE HEREBY COMMANDED, pursuant to New York Civil Practice Law and Rules (“CPLR”) § 3119 and the Uniform Interstate Depositions and Discovery Act, to produce and permit inspection and copying of designated documents, electronically stored information or tangible things in your possession, custody or control in accordance with the attached **Schedule A** within twenty (20) days of service of this subpoena, at the offices of Kobre & Kim LLP, 800 Third Avenue, New York, New York 10022, or such other location or date mutually agreeable amongst the parties or ordered by the Court.

Disclosure is being sought from You for use in *Twitter Inc. v. Musk et al.*, Case No. 2022-0613 (Del. Ch.) because, upon information and belief, You have material and relevant Documents and information relating to such action. The subject matter of the above-captioned Action is set forth in the Complaint, as defined below.

Failure to comply with this subpoena is punishable as a contempt of Court and shall make you liable to the person on whose behalf this subpoena was issued for a penalty not to exceed one hundred fifty dollars and all damages sustained by reason of your failure to comply.

Contact Information of Counsel for all Parties in the action:

Attorneys for Defendants Elon R. Musk, X Holdings I, Inc., and X Holdings II, Inc.

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Jacob R. Kirkham (No. 5768)
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600 North King Street, Suite 501,
Wilmington, Delaware 19801
(302) 518 6460

Dated: July 26, 2022
New York, New York

KOBRE & KIM LLP



Danielle L. Rose
800 Third Avenue,
New York, New York 10022
danielle.rose@kobrekim.com
+1 212 488 1200

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

SUBPOENA DUCES TECUM

THE STATE OF DELAWARE

TO: Citibank, N.A.
388 Greenwich Street
New York, NY 10013

This subpoena is issued pursuant to Court of Chancery Rule 45 and the Uniform Interstate Deposition and Discovery Act. Court of Chancery Rules 45(c) and (d), copies of which are attached hereto, set forth the protections and duties with respect to this subpoena.

YOU ARE HEREBY COMMANDED:

To produce and permit inspection and copying of designated documents, electronically stored information or tangible things in your possession, custody or control in accordance with the attached **Schedule A** within twenty (20) days of service of this subpoena, given the expedited nature

of the proceedings, at the offices of Kobre & Kim LLP, Kobre & Kim LLP, 800 Third Avenue, New York, New York 10022, or such other location or date mutually agreeable amongst the parties or ordered by the Court.

Dated: July 26, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham

Jacob R. Kirkham (#5768)
600 North King Street, Suite 501,
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Twitter, Inc.

Court of Chancery Rule 45(c) and (d):

(c) Protection of persons subject to subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and may impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated documents, electronically stored information, or tangible things or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court on behalf of which the subpoena was issued shall quash or modify the subpoena if it

(i) Fails to allow reasonable time for compliance;

- (ii) Requires disclosure of privileged or other protected matter and no exception or waiver applies; or
- (iii) Subjects a person to undue burden.

(B) If a subpoena

- (i) Requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) Requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court on behalf of which the subpoena was issued may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the Court may order appearance or production only upon specified conditions.

(d) Duty in responding to subpoena.

(1) If a subpoena does not specify a form for producing documents or electronically stored information, the person responding shall produce it in a form or forms in which it is ordinarily maintained, or in which it is reasonably usable. Absent a showing of good cause, the person responding need not produce the same documents or electronically stored information in more than one form. The person responding need not provide discovery of documents or electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On a motion to compel discovery or for a protective order, the person responding to a subpoena must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the Court nevertheless may order discovery from such sources if the requesting party shows good cause. The Court may specify the conditions for the discovery.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, electronically stored information, or tangible things not produced that is sufficient to enable the demanding party to contest the claim.

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

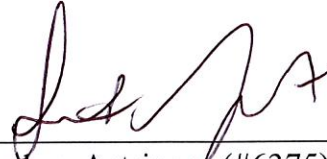
C.A. No. 2022-0613-KSJM

AFFIDAVIT OF SERVICE

I, Stephen Astringer, of Kobre & Kim LLP, hereby certify that, on July 26, 2022, Davis Polk & Wardwell LLP (“Davis Polk”) advised my firm that it represents Citibank, N.A. in connection with the above-captioned litigation and agreed to accept service of a non-party subpoena by electronic mail on behalf of Citibank, N.A. Thereafter, that same day, Kobre & Kim LLP served the following documents on Davis Polk by electronic mail:

1. The attached Subpoena Duces Tecum directed to Citibank, N.A., at 388 Greenwich Street, New York, NY 10013 (“First Subpoena”);
2. Schedule A to the First Subpoena;
3. Exhibit A to the First Subpoena;
4. The attached Subpoena Duces Tecum directed to Citibank, N.A., at 399 Park Avenue, New York, NY 10043 (“Second Subpoena”);

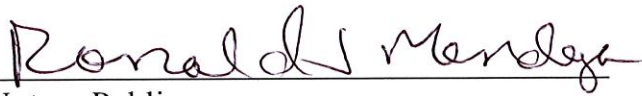
5. Schedule A to the Second Subpoena; and
6. Exhibit A to the Second Subpoena.



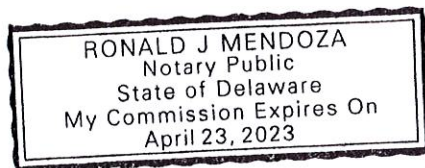
Stephen Astringer (#6375)
KOBRE & KIM LLP
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

Subscribed and sworn to before me
This 28 day of July, 2022.



Notary Public





[FIRST SUBPOENA NEW YORK SCHEDULE A]

SCHEDULE A

DEFINITIONS

As used in Schedule A, the following terms shall have the following meanings:

1. “Action” shall mean *Twitter Inc. v. Musk et al.*, Case No. 2022-0613 (Del. Ch.).
2. “AH Capital Management L.L.C.” shall mean AH Capital Management L.L.C. and any of its divisions, subsidiaries, or affiliates.
3. “Antonio Gracias” shall mean the Antonio Gracias affiliated with Valor Equity Partners LP.
4. “April 13, 2022 Proposal” shall mean the letter from Equity Investor to Bret Taylor, attached as Exhibit B to Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 13, 2022.
5. “April 24, 2022 Offer” shall mean the letter from Equity Investor to Bret Taylor, dated April 24, 2022, attached as Exhibit G to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.
6. “Barclays” shall mean Barclays Capital Inc. and any of its divisions, subsidiaries, or affiliates.
7. “Bob Swan” shall mean the Bob Swan affiliated with AH Capital Management L.L.C.
8. “BofA Securities” shall mean Bank of America Corporation and/or BofA Securities, Inc. and any of their respective divisions, subsidiaries, or affiliates.

9. “Co-Investor Equity Commitments” shall mean the letter agreements with the Co-Investors.

10. “Co-Investors” shall mean any one or more actual or potential co-investors in the Equity Financing, including without limitation Lawrence Ellison; the Lawrence J. Ellison Revocable Trust; Binance; A.H. Capital Management, L.L.C.; Brookfield Asset Management Inc.; Qatar Holding LLC; Sequoia Capital Fund, L.P.; A.M. Management & Consulting; Aliya Capital Partners LLC; BAMCO, Inc.; DFJ Growth IV Partners, LLC; Fidelity Management & Research Company LLC; Honeycomb Asset Management LP; Key Wealth Advisors LLC; Litani Ventures; Strauss Capital LLC; Tresser Blvd 402 LLC (Cartenna); VyCapital; Witkoff Capital; and Prince Alwaleed bin Talal, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

11. “Communication” shall refer to the transmittal of information (in the form of facts, ideas, inquiries, queries, data, or otherwise) by any means of transmission, regardless of whether the transmittal was initiated or received by an individual or a system. Means of transmission include, but are not limited to, face-to-face conversations, postal or other physical mail, email, text message, instant message (such as iMessage, Slack, and Signal), social media messaging platforms (such as Twitter Direct Messages), voicemail, telephone, or facsimile.

12. “Complaint” shall mean the Verified Complaint, dated July 12, 2022, filed by Twitter against Defendants in this Action.

13. “Debt Financing” shall refer to any amounts contemplated to be borrowed by Defendants, whether currently, previously, or in the future, to fund the transactions

contemplated by the Merger Agreement, including without limitation the amounts set forth in (i) the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the margin loan commitment letter, dated April 20, 2022, attached as Exhibit D to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (iii) the debt commitment letter dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022; and (iv) the Margin Loan Commitment.

14. “Defendants” shall mean individually and/or collectively, Elon R. Musk; X Holdings I, Inc. and any of its divisions, subsidiaries, or affiliates; and X Holdings II, Inc. and any of its divisions, subsidiaries, or affiliates, together with all other Persons acting or purporting to act on their behalf.

15. “Defendants’ Advisors” shall refer to any one or more of the following: Morgan Stanley; Jared Birchall; Excession LLC; Bob Swan; AH Capital Management, L.L.C.; Antonio Gracias; Valor Equity Partners LP; Kristina Salen; Patrick O’Malley; BofA Securities; Barclays; McDermott Will & Emery LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and Quinn Emanuel Urquhart & Sullivan, LLP, as well as any of Defendants’ other advisors, agents, attorneys, consultants, law firms, public relations firms, or other representatives, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

16. “Document” shall be construed to the fullest extent permissible under New York law and means, without limitation, the original and all copies and translations of any

information in any written, recorded, electronic, or graphic form including all memoranda, notes, interoffice and intraoffice communications, telegrams, teletypes, letters, reports, stenographic notes, bulletins, notices, emails, Bloomberg messages, Microsoft Team messages, any other text messages or other messaging–application messages, instant messages or other electronic–chat messages, telephonic or personal communications, computer models, spreadsheets, data, accounts, records, calendars, diaries, minutes, contracts or other legal papers, resolutions, written policies or procedures, insurance policies, audio records, photographs, microform, film, and any electronically stored information stored in any medium, including computer backup devices, hard drives, electronic share drives, or any other virtual or physical space. “Document” also includes any other Communication of any kind in any form or medium.

17. “Equity Financing” shall refer to any amounts contemplated to be invested by Equity Investor or others, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation (i) the equity financing commitment letter, dated April 20, 2022, attached as Exhibit E to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the equity financing commitment letter, dated April 25, 2022, filed as Exhibit J to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 26, 2022; (iii) the co-investor equity commitment letters referenced in Amendment No. 6 to Schedule 13D, filed by Equity Investor with the SEC on May 5, 2022; (iv) the equity commitment letter referenced in the Schedule 13D filed by HRH Prince Alwaleed Bin Talal Bin Abdulaziz Alsaud with the SEC on May 9, 2022; (v) the equity commitment side letter, dated May 11, 2022, and executed by, inter alia, Elon R. Musk; (vi) the equity commitment side letter, dated

May 24, 2022, and executed by, inter alia, Elon R. Musk; and (vii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022.

18. “Equity Investor” shall mean Elon R. Musk.

19. “Excession LLC” shall mean Excession LLC and any of its divisions, subsidiaries, or affiliates.

20. “Financing Commitments” shall mean: (i) the debt commitment letter, dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022, together with any amendments thereto; (ii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022, together with any amendments thereto; (iii) the Co-Investor Equity Commitments; and (iv) any other commitments to lend or invest money to fund the transactions contemplated by the Merger Agreement.

21. “Jared Birchall” shall mean the Jared Birchall affiliated with Excession LLC.

22. “July 8, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated July 8, 2022, regarding the purported termination of the Merger Agreement.

23. “June 6, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated June 6, 2022, asserting that there had been a “material breach” of the Merger Agreement.

24. “Kristina Salen” shall mean the Kristina Salen who formerly served as Chief Financial Officer of World Wrestling Entertainment, Inc. and who is currently affiliated with Sirius XM Holdings, Inc.

25. “Lenders” shall mean any one or more actual or potential providers of the Debt Financing, including without limitation Morgan Stanley Senior Funding, Inc.; Bank of America, N.A.; BofA Securities, Inc.; Barclays Bank PLC; MUFG Bank, Ltd.; BNP Paribas; BNP Paribas Securities Corp.; Mizuho Bank, Ltd.; Societe Generale; Credit Suisse AG, Cayman Islands Branch; Citibank, N.A.; Deutsche Bank AG, London Branch; Royal Bank of Canada; and Canadian Imperial Bank of Commerce, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

26. “Limited Guarantee” shall mean the Limited Guarantee, dated as of April 25, 2022, provided by Elon R. Musk in favor of Twitter, Inc.

27. “Margin Loan Commitment” shall mean the margin loan commitment letter, dated April 25, 2022, attached as Exhibit I to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.

28. “Merger” shall mean the transactions contemplated by the Merger Agreement.

29. “Merger Agreement” shall mean the Agreement and Plan of Merger, dated April 25, 2022, between and among Elon R. Musk, X Holdings I, Inc., X Holdings II, Inc., and Twitter, Inc.

30. “Morgan Stanley” shall mean Morgan Stanley & Co. LLC and any of its divisions, subsidiaries, or affiliates.

31. “Patrick O’Malley” shall mean the Patrick O’Malley who formerly served as Chief Financial Officer of Avaya Holdings Corp. and who is currently affiliated with Magnolia Medical Technologies, Inc.

32. “Person” or “Persons” shall mean any individual, corporation, partnership, firm, association, government agency, or other organization recognizable at law, together with its agents, employees, and representatives.

33. “SEC” shall mean the U.S. Securities and Exchange Commission, together with any of its employees, attorneys, agents, or representatives, and all other Persons acting or purporting to act on its behalf.

34. “Tweet” shall mean a post made on the Twitter platform, including Retweets or replies.

35. “Twitter” shall mean Twitter, Inc. and any of its divisions, subsidiaries or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

36. “Valor Equity Partners LP” shall mean Valor Equity Partners LP and any of its divisions, subsidiaries, or affiliates.

37. The terms “You” or “Your” shall mean Citibank, N.A. and/or any of Citibank, N.A.’s divisions, subsidiaries, or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

38. The term “including” shall mean “including without limitation” or “including, but not limited to.”

39. The terms “and” and “all” shall each be construed either disjunctively or conjunctively to bring within the scope of the Requests all responses that might otherwise be construed as outside their scope.

40. The terms “any” and “each” shall each be construed as both “each” and “every” to bring within the scope of the Requests all responses which might otherwise be construed to be outside their scope.

41. The use of the singular form of any word shall include the plural and vice versa.

42. The terms “concerning,” “regarding,” “relating to,” and/or “related to” shall each be read and applied as interchangeable and shall each be construed in the broadest sense to mean referring to, describing, evidencing, memorializing, concerning, regarding, with regard to, relating to, referring to, pertaining to, containing, analyzing, evaluating, studying, recording, reflecting, reporting on, commenting on, reviewed in connection or in conjunction with, setting forth, contradicting, refuting, and considering, in whole or in part.

43. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Merger Agreement.

INSTRUCTIONS

The following instructions shall apply to the Document Requests contained herein.

1. As required by CPLR 3122(c), You shall produce all Documents either (a) as they are kept in the usual course of business; or (b) organized and labeled to correspond to the categories of the Request.

2. As required by CPLR 3122(a), if You object to the production of any Documents called for by a Request, You shall state with particularity the reasons for Your objection.

3. Unless otherwise specified, the time period covered by these Requests is January 1, 2022 through July 8, 2022.

4. These Requests are continuing in nature and to the extent that Your responses may be modified or supplemented by documents or information obtained or discovered subsequent to the production of Your initial responses, or are discovered to be incomplete or incorrect, You are required to promptly provide supplemental responses pursuant to Article 31 of the CPLR.

5. A Request for a Document shall be deemed to include a request for any non-identical copies or drafts of the Document, as well as all transmittal sheets, cover letters, exhibits, enclosures, or attachments to the Document, in addition to the Document itself. Any Document described herein is to be produced in its original file folder, with all labels or similar markings intact, and with the name of the Person from whose file it was produced.

6. If it is not possible to produce any Document called for by a Request, or if any part of a Request is objected to, the reasons for the failure to produce the Documents or the objection should be stated specifically as to all grounds.

7. If a Document responsive to any Request is no longer in Your possession, custody, or control, give a description of the Document, state what disposition was made of the Document and the date of such disposition, and identify all Persons having knowledge of the Document's contents.

8. If any Document responsive to any Request has been destroyed, give a description of the Document, set forth the contents of the Document, the location of any copies of the Document, the date of the Document's destruction, and the name of the Person who destroyed the Document or ordered or authorized its destruction.

9. If You withhold any Document responsive to a Request, or any part thereof, You shall provide notice to Plaintiffs, as required by CPLR 3122(b), that such Document is being withheld, indicating: (a) the legal ground for withholding the Document; (b) the type

of Document; (c) the general subject matter of the Document; (d) the date of the Document; and (e) such other information as is sufficient to identify the Document, including the author of, recipients of, and attachments to the Document. If You believe that a portion of a Document is protected by an applicable privilege, You shall produce the non-privileged portion with the allegedly privileged portion redacted and indicated as such.

10. Requests are not intended to limit or modify other Requests and should not be interpreted as limiting or modifying other Requests.

11. If You contend that any Request is overly broad and/or unduly burdensome, identify all aspects of the Request that are overly broad or unduly burdensome and produce the Documents that are not subject to this contention.

12. If there are no Documents or Communications responsive to any particular Request or subpart thereof, You shall state so in writing.

13. For any responsive Documents or Communications stored in electronic format, including email and text messages, You will produce those Documents or Communications in searchable electronic format (e.g., single-page .TIFF format with corresponding Document-level extracted text files and OCR text files, each named by the Bates number assigned to the first page) by secure electronic transmission (e.g. SFTP site) or on CD-ROMs, DVD-ROMs, portable or external hard drives, or other widely-used electronic or optical storage media. All images will be produced as single page .TIFF images, black and white, Group IV and 300 dpi with a Concordance Image (formerly Opticon) style .OPT load file. All color images will be provided in JPEG format where color images are necessary to understand the Document. All Microsoft Excel, PowerPoint, and similar spreadsheet or presentation files will be produced in native format. Furthermore, for all native files that are produced, a corresponding placeholder TIFF image will be produced that

bears the same Bates assigned to the native file, has all associated metadata, and indicates that that the “File has been produced in native format.” All responsive electronic Documents and Communications will be produced with sufficient metadata to convey where these items begin and end (including attachments), the original file name, and the original timestamps and attributes. All metadata will be provided in a delimited data field (with file extension .DAT), delimited using the Concordance style delimiters, and including the following metadata fields: “BEGBATES”, “ENDBATES”, “BEGATTACH”, “ENDATTACH”, “FAMILY-DATE/TIME”, “Page Count”, “Custodian”, “ALL CUSTODIANS”, “To”, “From”, “CC”, “BCC”, “Subject”, “Sent Date/Time”, “Author”, “Title”, “File Name”, “File Extension”, “Redacted”, “TextPath”, “NativePath”, “MD5HASH”, “Received Date/Time”, “File Size”, and “Confidentiality”.

14. None of the Definitions or Requests set forth herein shall be construed as an admission relating to the existence of any evidence, to the relevance or admissibility of any evidence, or to the truth or accuracy of any statement or characterization in the Definition or Request.

DOCUMENT REQUESTS

REQUEST NO. 1.

All Documents and Communications relating to the April 13, 2022 Proposal, the April 24, 2022 Offer, any other potential acquisition or other strategic transaction involving Twitter, the Merger, the Merger Agreement, the Limited Guarantee, the June 6, 2022 Letter, and/or the July 8, 2022 Letter, and any financing with respect to any of the foregoing or any transaction contemplated thereby (including but not limited to the Debt Financing, the Equity Financing, and/or the Financing Commitments), including without limitation (i) all

Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or any Co-Investor concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning these subjects; (iii) all Communications with any advisor, attorney, or other representative of any Co-Investor concerning these subjects; and (iv) all Communications with any advisor, attorney, or other representative of any advisor, attorney, and/or other representative of You or any other one or more of the Lenders concerning these subjects.

REQUEST NO. 2.

All Documents and Communications relating to efforts to syndicate and/or arrange, document, negotiate the terms of, or consummate the Debt Financing and close the Merger, including those concerning the status of or expected timeline for such efforts. Documents responsive to this Request shall include, without limitation: (i) closing checklists (and drafts thereof) for any aspect of the Debt Financing; (ii) timelines (and drafts thereof) for the arrangement, negotiation, execution, and/or consummation of the Debt Financing; (iii) agendas, presentations, decks, and other materials (and drafts thereof) related to any organizational calls, lender meetings, drafting sessions, or due diligence sessions concerning the Debt Financing, and any notes, recordings, or transcriptions of any calls or meetings related to the Debt Financing; (iv) drafts of definitive agreements and ancillary and closing documents (and all schedules and exhibits thereto) related to the Debt Financing; (v) offering memoranda, confidential information memoranda, and lender presentations (and drafts thereof) related to the Debt Financing; and (vi) ratings agency presentations (and drafts thereof) related to the Debt Financing.

REQUEST NO. 3.

All Documents and Communications concerning (i) the reduction of the amount of the Margin Loan Commitment, including without limitation those relating to the reasons for reducing the amount of the Margin Loan Commitment; and (ii) the subsequent termination of the Margin Loan Commitment, including without limitation those relating to the reasons for terminating the Margin Loan Commitment.

REQUEST NO. 4.

All Documents and Communications concerning any potential tender offer for some or all of Twitter's shares, including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; and (iii) all Documents and Communications relating to the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022.

REQUEST NO. 5.

All Documents and Communications concerning Defendants' requests or potential requests for information pursuant to Section 6.4 and/or Section 6.11 of the Merger Agreement and any information provided by Twitter, or on Twitter's behalf, in response to any such request for information, including without limitation (i) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (ii) all Communications with Defendants, any one or more of Defendants' Advisors, any other one

or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (iii) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to Twitter's API or "firehose" data provided to Defendants; (iv) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to any other information provided by Twitter, or on Twitter's behalf, in response to any information request by Defendants or on Defendants' behalf; and (v) all Documents and Communications concerning Equity Investor's Tweet, dated May 13, 2022, purporting to disclose information obtained from Twitter pursuant to an information request, as alleged in Paragraph 75 of the Complaint.

REQUEST NO. 6.

All Documents and Communications relating to any written or oral request made by You or any other one or more of the Lenders seeking information relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such information request.

REQUEST NO. 7.

All Documents and Communications relating to any written or oral response to an information request made by You and/or any other one or more of the Lenders relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such response.

REQUEST NO. 8.

All Documents and Communications concerning the number of false or spam accounts or

bots on the Twitter platform and/or the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, including without limitation (i) all Documents and Communications related to any analyses, audits, or investigations performed or conducted by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (ii) all Documents and Communications related to any analyses, audits, or investigations that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered undertaking, or that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered having others undertake on Your or their behalf, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (iii) all Documents and Communications related to Defendants' decision to execute the Merger Agreement without further due diligence on these subjects; and (iv) all Documents and Communications concerning Your decision to commit to the Debt Financing without further due diligence on these subjects.

REQUEST NO. 9.

All Communications with any media representative or media outlet regarding the Merger, the Merger Agreement, the Debt Financing, the Equity Financing, the Financing Commitments, the number of false or spam accounts or bots on the Twitter platform, the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, the June 6, 2022 Letter, and/or the July 8, 2022 Letter. This Request includes, without limitation, all Communications made by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware,

with the author(s) (or any of their colleagues) of the enumerated articles or any other stories, articles, media commentary, or the like concerning the subject matters listed in this Request.

REQUEST NO. 10.

All Documents and Communications concerning Equity Investor's determination, as disclosed in Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022, that the April 13, 2022 Proposal was "no longer subject to financing as a result of the Reporting Person's receipt of the financing commitments . . . and is no longer subject to business due diligence."

REQUEST NO. 11.

All Documents and Communications concerning (i) Equity Investor's assertion, in a Tweet dated May 15, 2022, that "[t]here is some chance" that the percentage of bots and/or false or spam accounts "might be over 90% of daily active users"; and (ii) Equity Investor's assertion, in a Tweet dated May 17, 2022, that "20% fake/spam accounts, while 4 times what Twitter claims, could be much higher," including without limitation all Documents in Your possession, or of which You are aware, that supported these claims.

REQUEST NO. 12.

All Documents and Communications relating to the effects or potential effects of changes in the price of Tesla, Inc. common stock, on (i) the Merger; (ii) the Debt Financing; (iii) the Equity Financing; (iv) the Financing Commitments; and/or (v) Defendants' intentions with respect to closing and/or efforts to close the Merger.

REQUEST NO. 13.

All Documents and Communications concerning Equity Investor's (i) efforts to ensure that he had the financial capacity to pay and perform his obligations in respect of the Equity Financing, including without limitation those relating to the status of or expected timeline

for such efforts; and (ii) intended or expected sources of cash to fund his obligations in respect of the Equity Financing.

REQUEST NO. 14.

All Documents and Communications concerning Defendants' purported termination of the Merger Agreement, including without limitation those related to (i) any consideration of whether and on what grounds to purport to terminate the Merger Agreement; (ii) any consideration of potentially renegotiating the Merger Agreement; (iii) all Documents and Communications related to the preparation of the June 6, 2022 Letter; and (iv) all Documents and Communications related to the preparation of the July 8, 2022 Letter.

REQUEST NO. 15.

All Documents and Communications concerning Defendants' contention in the July 8, 2022 Letter that Twitter is "likely to suffer a Company Material Adverse Effect," including without limitation any valuations, forecasts, projections, estimates, or other analyses relating to whether Twitter is likely to suffer a Company Material Adverse Effect.

REQUEST NO. 16.

All forecasts, projections, estimates, or other analyses created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or on Your or their behalf, relating to Twitter's current or future performance, financial condition, or value, including without limitation any projections of Twitter's revenues, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses.

REQUEST NO. 17.

All Documents and Communications relating to any investment, involvement, potential investment, or potential involvement by Equity Investor, any affiliate of Equity Investor,

You, any other one or more of the Lenders, the Co-Investors, and/or any other Person acting in concert with Equity Investor, either directly or indirectly, in any competitor to Twitter, whether or not such competitor is presently in existence.

REQUEST NO. 18.

All Documents and Communications concerning Equity Investor's strategic or business plans for Twitter, including without limitation (i) all Communications between You and Equity Investor, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or the Co-Investors concerning any such plans; (ii) all drafts or iterations of any plans to address issues relating to false or spam accounts on the Twitter platform; (iii) all drafts or iterations of any plans relating to employee retention programs or incentives; and (iv) all drafts or iterations of any plans relating to potential changes to the size and/or composition of Twitter's workforce.

REQUEST NO. 19.

All Documents and Communications relating to the termination of Bob Swan and/or the cessation of Bob Swan's involvement on Defendants' behalf in connection with the Merger and the Debt Financing.

REQUEST NO. 20.

All Documents and Communications relating to the actual or potential engagement or involvement of Antonio Gracias to act on Defendants' behalf in connection with the Merger and the Debt Financing, including without limitation any summary or introductory information or briefing materials provided to him.

REQUEST NO. 21.

All Documents concerning Your policies regarding the retention or destruction of documents.

**[FIRST SUBPOENA
DELAWARE SUBPOENA
("EX. A") SCHEDULE A]**

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

SUBPOENA DUCES TECUM

THE STATE OF DELAWARE

TO: Citibank, N.A.
388 Greenwich Street
New York, NY 10013

This subpoena is issued pursuant to Court of Chancery Rule 45 and the Uniform Interstate Deposition and Discovery Act. Court of Chancery Rules 45(c) and (d), copies of which are attached hereto, set forth the protections and duties with respect to this subpoena.

YOU ARE HEREBY COMMANDED:

To produce and permit inspection and copying of designated documents, electronically stored information or tangible things in your possession, custody or control in accordance with the attached **Schedule A** within twenty (20) days of service of this subpoena, given the expedited nature

of the proceedings, at the offices of Kobre & Kim LLP, Kobre & Kim LLP, 800 Third Avenue, New York, New York 10022, or such other location or date mutually agreeable amongst the parties or ordered by the Court.

Dated: July 26, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham

Jacob R. Kirkham (#5768)
600 North King Street, Suite 501,
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Twitter, Inc.

Court of Chancery Rule 45(c) and (d):

(c) Protection of persons subject to subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and may impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated documents, electronically stored information, or tangible things or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court on behalf of which the subpoena was issued shall quash or modify the subpoena if it

(i) Fails to allow reasonable time for compliance;

- (ii) Requires disclosure of privileged or other protected matter and no exception or waiver applies; or
- (iii) Subjects a person to undue burden.

(B) If a subpoena

- (i) Requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) Requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court on behalf of which the subpoena was issued may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the Court may order appearance or production only upon specified conditions.

(d) Duty in responding to subpoena.

(1) If a subpoena does not specify a form for producing documents or electronically stored information, the person responding shall produce it in a form or forms in which it is ordinarily maintained, or in which it is reasonably usable. Absent a showing of good cause, the person responding need not produce the same documents or electronically stored information in more than one form. The person responding need not provide discovery of documents or electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On a motion to compel discovery or for a protective order, the person responding to a subpoena must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the Court nevertheless may order discovery from such sources if the requesting party shows good cause. The Court may specify the conditions for the discovery.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, electronically stored information, or tangible things not produced that is sufficient to enable the demanding party to contest the claim.

SCHEDULE A

DEFINITIONS

As used in Schedule A, the following terms shall have the following meanings:

1. “Action” shall mean the above-captioned action.
2. “AH Capital Management L.L.C.” shall mean AH Capital Management L.L.C. and any of its divisions, subsidiaries, or affiliates.
3. “Antonio Gracias” shall mean the Antonio Gracias affiliated with Valor Equity Partners LP.
4. “April 13, 2022 Proposal” shall mean the letter from Equity Investor to Bret Taylor, attached as Exhibit B to Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 13, 2022.
5. “April 24, 2022 Offer” shall mean the letter from Equity Investor to Bret Taylor, dated April 24, 2022, attached as Exhibit G to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.
6. “Barclays” shall mean Barclays Capital Inc. and any of its divisions, subsidiaries, or affiliates.

7. “Bob Swan” shall mean the Bob Swan affiliated with AH Capital Management L.L.C.

8. “BofA Securities” shall mean Bank of America Corporation and/or BofA Securities, Inc. and any of their respective divisions, subsidiaries, or affiliates.

9. “Co-Investor Equity Commitments” shall mean the letter agreements with the Co-Investors.

10. “Co-Investors” shall mean any one or more actual or potential co-investors in the Equity Financing, including without limitation Lawrence Ellison; the Lawrence J. Ellison Revocable Trust; Binance; A.H. Capital Management, L.L.C.; Brookfield Asset Management Inc.; Qatar Holding LLC; Sequoia Capital Fund, L.P.; A.M. Management & Consulting; Aliya Capital Partners LLC; BAMCO, Inc.; DFJ Growth IV Partners, LLC; Fidelity Management & Research Company LLC; Honeycomb Asset Management LP; Key Wealth Advisors LLC; Litani Ventures; Strauss Capital LLC; Tresser Blvd 402 LLC (Cartenna); VyCapital; Witkoff Capital; and Prince Alwaleed bin Talal, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

11. “Communication” shall refer to the transmittal of information (in the form of facts, ideas, inquiries, queries, data, or otherwise) by any means of transmission, regardless of whether the transmittal was initiated or received by an individual or a system. Means of transmission include, but are not limited to, face-to-face conversations, postal or other physical mail, email, text message, instant message (such as iMessage, Slack, and Signal), social media messaging platforms (such as Twitter Direct Messages), voicemail, telephone, or facsimile.

12. “Complaint” shall mean the Verified Complaint, dated July 12, 2022, filed by Twitter against Defendants in this Action.

13. “Debt Financing” shall refer to any amounts contemplated to be borrowed by Defendants, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation the amounts set forth in (i) the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the margin loan commitment letter, dated April 20, 2022, attached as Exhibit D to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (iii) the debt commitment letter dated April 25, 2022, attached as Exhibit H to

Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022; and (iv) the Margin Loan Commitment.

14. “Defendants” shall mean individually and/or collectively, Elon R. Musk; X Holdings I, Inc. and any of its divisions, subsidiaries, or affiliates; and X Holdings II, Inc. and any of its divisions, subsidiaries, or affiliates, together with all other Persons acting or purporting to act on their behalf.

15. “Defendants’ Advisors” shall refer to any one or more of the following: Morgan Stanley; Jared Birchall; Excession LLC; Bob Swan; AH Capital Management, L.L.C.; Antonio Gracias; Valor Equity Partners LP; Kristina Salen; Patrick O’Malley; BofA Securities; Barclays; McDermott Will & Emery LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and Quinn Emanuel Urquhart & Sullivan, LLP, as well as any of Defendants’ other advisors, agents, attorneys, consultants, law firms, public relations firms, or other representatives, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

16. “Document” shall mean “document” as that term is defined and used in Court of Chancery Rules 26, 34, and 45 and shall have the broadest possible meaning permitted by law.

17. “Equity Financing” shall refer to any amounts contemplated to be invested by Equity Investor or others, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation (i) the equity financing commitment letter, dated April 20, 2022, attached as Exhibit E to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the equity financing commitment letter, dated April 25, 2022, filed as Exhibit J to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 26, 2022; (iii) the co-investor equity commitment letters referenced in Amendment No. 6 to Schedule 13D, filed by Equity Investor with the SEC on May 5, 2022; (iv) the equity commitment letter referenced in the Schedule 13D filed by HRH Prince Alwaleed Bin Talal Bin Abdulaziz Alsaud with the SEC on May 9, 2022; (v) the equity commitment side letter, dated May 11, 2022, and executed by, inter alia, Elon R. Musk; (vi) the equity commitment side letter, dated May 24, 2022, and executed by, inter alia, Elon R. Musk; and (vii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022.

18. “Equity Investor” shall mean Elon R. Musk.

19. “Excession LLC” shall mean Excession LLC and any of its divisions, subsidiaries, or affiliates.

20. “Financing Commitments” shall mean: (i) the debt commitment letter, dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022, together with any amendments thereto; (ii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022, together with any amendments thereto; (iii) the Co-Investor Equity Commitments; and (iv) any other commitments to lend or invest money to fund the transactions contemplated by the Merger Agreement.

21. “Jared Birchall” shall mean the Jared Birchall affiliated with Excession LLC.

22. “July 8, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated July 8, 2022, regarding the purported termination of the Merger Agreement.

23. “June 6, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated June 6, 2022, asserting that there had been a “material breach” of the Merger Agreement.

24. “Kristina Salen” shall mean the Kristina Salen who formerly served as Chief Financial Officer of World Wrestling Entertainment, Inc. and who is currently affiliated with Sirius XM Holdings, Inc.

25. “Lenders” shall mean any one or more actual or potential providers of the Debt Financing, including without limitation Morgan Stanley Senior Funding, Inc.; Bank of America, N.A.; BofA Securities, Inc.; Barclays Bank PLC; MUFG Bank, Ltd.; BNP Paribas; BNP Paribas Securities Corp.; Mizuho Bank, Ltd.; Societe Generale; Credit Suisse AG, Cayman Islands Branch; Citibank, N.A.; Deutsche Bank AG, London Branch; Royal Bank of Canada; and Canadian Imperial Bank of Commerce, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

26. “Limited Guarantee” shall mean the Limited Guarantee, dated as of April 25, 2022, provided by Elon R. Musk in favor of Twitter, Inc.

27. “Margin Loan Commitment” shall mean the margin loan commitment letter, dated April 25, 2022, attached as Exhibit I to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.

28. “Merger” shall mean the transactions contemplated by the Merger Agreement.

29. “Merger Agreement” shall mean the Agreement and Plan of Merger, dated April 25, 2022, between and among Elon R. Musk, X Holdings I, Inc., X Holdings II, Inc., and Twitter, Inc.

30. “Morgan Stanley” shall mean Morgan Stanley & Co. LLC and any of its divisions, subsidiaries, or affiliates.

31. “Patrick O’Malley” shall mean the Patrick O’Malley who formerly served as Chief Financial Officer of Avaya Holdings Corp. and who is currently affiliated with Magnolia Medical Technologies, Inc.

32. “Person” or “Persons” shall mean any individual, corporation, partnership, firm, association, government agency, or other organization recognizable at law, together with its agents, employees, and representatives.

33. “SEC” shall mean the U.S. Securities and Exchange Commission, together with any of its employees, attorneys, agents, or representatives, and all other Persons acting or purporting to act on its behalf.

34. “Tweet” shall mean a post made on the Twitter platform, including Retweets or replies.

35. “Twitter” shall mean Twitter, Inc. and any of its divisions, subsidiaries or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

36. “Valor Equity Partners LP” shall mean Valor Equity Partners LP and any of its divisions, subsidiaries, or affiliates.

37. The terms “You” or “Your” shall mean Citibank, N.A. and/or any of Citibank, N.A.’s divisions, subsidiaries, or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

38. The term “including” shall mean “including without limitation” or “including, but not limited to.”

39. The terms “and” and “all” shall each be construed either disjunctively or conjunctively to bring within the scope of the Requests all responses that might otherwise be construed as outside their scope.

40. The terms “any” and “each” shall each be construed as both “each” and “every” to bring within the scope of the Requests all responses which might otherwise be construed to be outside their scope.

41. The use of the singular form of any word shall include the plural and vice versa.

42. The terms “concerning,” “regarding,” “relating to,” and/or “related to” shall each be read and applied as interchangeable and shall each be construed in the broadest sense to mean referring to, describing, evidencing, memorializing, concerning, regarding, with regard to, relating to, referring to, pertaining to, containing, analyzing, evaluating, studying, recording, reflecting, reporting on, commenting on, reviewed in connection or in conjunction with, setting forth, contradicting, refuting, and considering, in whole or in part.

43. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Merger Agreement.

INSTRUCTIONS

The following instructions shall apply to the Document Requests contained herein.

1. These Requests require that You produce Documents in a manner that satisfies the requirements of Court of Chancery Rules 26, 34, and 45.

2. Unless otherwise specified, the time period covered by these Requests is January 1, 2022, through July 8, 2022.

3. These Requests are continuing and require supplementation pursuant to Court of Chancery Rules 26, 34, and 45.

4. A Request for a Document shall be deemed to include a request for any non-identical copies or drafts of the Document, as well as all transmittal sheets, cover letters, exhibits, enclosures, or attachments to the Document, in addition to the Document itself. Any Document described herein is to be produced in its original file folder, with all labels or similar markings intact, and with the name of the Person from whose file it was produced.

5. If it is not possible to produce any Document called for by a Request, or if any part of a Request is objected to, the reasons for the failure to produce the Documents or the objection should be stated specifically as to all grounds.

6. If a Document responsive to any Request is no longer in Your possession, custody, or control, give a description of the Document, state what disposition was made of the Document and the date of such disposition, and identify all Persons having knowledge of the Document's contents.

7. If any Document responsive to any Request has been destroyed, give a description of the Document, set forth the contents of the Document, the location of any copies of the Document, the date of the Document's destruction,

and the name of the Person who destroyed the Document or ordered or authorized its destruction.

8. If You claim any form of privilege or protection or other reason, whether based on statute or otherwise, as a ground for not producing requested Documents, furnish a list identifying each Document for which the privilege or protection is claimed, together with the following information: date; sender, recipients, and Persons to whom copies were furnished, together with their job titles; subject matter; and basis on which the Document is withheld consistent with the Court of Chancery Rules.

9. Requests are not intended to limit or modify other Requests and should not be interpreted as limiting or modifying other Requests.

10. If You contend that any Request is overly broad and/or unduly burdensome, identify all aspects of the Request that are overly broad or unduly burdensome and produce the Documents that are not subject to this contention.

11. If there are no Documents or Communications responsive to any particular Request or subpart thereof, You shall state so in writing.

12. For any responsive Documents or Communications stored in electronic format, including email and text messages, You will produce those Documents or Communications in searchable electronic format (e.g., single-

page .TIFF format with corresponding Document-level extracted text files and OCR text files, each named by the Bates number assigned to the first page) by secure electronic transmission (e.g. SFTP site) or on CD-ROMs, DVD-ROMs, portable or external hard drives, or other widely-used electronic or optical storage media. All images will be produced as single page .TIFF images, black and white, Group IV and 300 dpi with a Concordance Image (formerly Opticon) style .OPT load file. All color images will be provided in JPEG format where color images are necessary to understand the Document. All Microsoft Excel, PowerPoint, and similar spreadsheet or presentation files will be produced in native format. Furthermore, for all native files that are produced, a corresponding placeholder TIFF image will be produced that bears the same Bates assigned to the native file, has all associated metadata, and indicates that that the “File has been produced in native format.” All responsive electronic Documents and Communications will be produced with sufficient metadata to convey where these items begin and end (including attachments), the original file name, and the original timestamps and attributes. All metadata will be provided in a delimited data field (with file extension .DAT), delimited using the Concordance style delimiters, and including the following metadata fields: “BEGBATES”, “ENDBATES”, “BEGATTACH”, “ENDATTACH”, “FAMILY-DATE/TIME”, “Page Count”, “Custodian”, “ALL

CUSTODIANS”, “To”, “From”, “CC”, “BCC”, “Subject”, “Sent Date/Time”, “Author”, “Title”, “File Name”, “File Extension”, “Redacted”, “TextPath”, “NativePath”, “MD5HASH”, “Received Date/Time”, “File Size”, and “Confidentiality”.

13. None of the Definitions or Requests set forth herein shall be construed as an admission relating to the existence of any evidence, to the relevance or admissibility of any evidence, or to the truth or accuracy of any statement or characterization in the Definition or Request.

DOCUMENT REQUESTS

REQUEST NO. 1.

All Documents and Communications relating to the April 13, 2022 Proposal, the April 24, 2022 Offer, any other potential acquisition or other strategic transaction involving Twitter, the Merger, the Merger Agreement, the Limited Guarantee, the June 6, 2022 Letter, and/or the July 8, 2022 Letter, and any financing with respect to any of the foregoing or any transaction contemplated thereby (including but not limited to the Debt Financing, the Equity Financing, and/or the Financing Commitments), including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or any Co-Investor concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning these subjects; (iii) all Communications with any advisor, attorney, or other representative of any Co-Investor concerning these subjects; and (iv) all Communications with any advisor, attorney, or other representative of any advisor, attorney, and/or other representative of You or any other one or more of the Lenders concerning these subjects.

REQUEST NO. 2.

All Documents and Communications relating to efforts to syndicate and/or arrange, document, negotiate the terms of, or consummate the Debt Financing

and close the Merger, including those concerning the status of or expected timeline for such efforts. Documents responsive to this Request shall include, without limitation: (i) closing checklists (and drafts thereof) for any aspect of the Debt Financing; (ii) timelines (and drafts thereof) for the arrangement, negotiation, execution, and/or consummation of the Debt Financing; (iii) agendas, presentations, decks, and other materials (and drafts thereof) related to any organizational calls, lender meetings, drafting sessions, or due diligence sessions concerning the Debt Financing, and any notes, recordings, or transcriptions of any calls or meetings related to the Debt Financing; (iv) drafts of definitive agreements and ancillary and closing documents (and all schedules and exhibits thereto) related to the Debt Financing; (v) offering memoranda, confidential information memoranda, and lender presentations (and drafts thereof) related to the Debt Financing; and (vi) ratings agency presentations (and drafts thereof) related to the Debt Financing.

REQUEST NO. 3.

All Documents and Communications concerning (i) the reduction of the amount of the Margin Loan Commitment, including without limitation those relating to the reasons for reducing the amount of the Margin Loan Commitment; and (ii) the subsequent termination of the Margin Loan Commitment, including

without limitation those relating to the reasons for terminating the Margin Loan Commitment.

REQUEST NO. 4.

All Documents and Communications concerning any potential tender offer for some or all of Twitter's shares, including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; and (iii) all Documents and Communications relating to the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022.

REQUEST NO. 5.

All Documents and Communications concerning Defendants' requests or potential requests for information pursuant to Section 6.4 and/or Section 6.11 of the Merger Agreement and any information provided by Twitter, or on Twitter's behalf, in response to any such request for information, including without limitation (i) all Documents created by Defendants, any one or more of

Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (ii) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (iii) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to Twitter's API or "firehose" data provided to Defendants; (iv) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to any other information provided by Twitter, or on Twitter's behalf, in response to any information request by Defendants or on Defendants' behalf; and (v) all Documents and Communications concerning Equity Investor's Tweet, dated May 13, 2022, purporting to disclose information obtained from Twitter pursuant to an information request, as alleged in Paragraph 75 of the Complaint.

REQUEST NO. 6.

All Documents and Communications relating to any written or oral request made by You or any other one or more of the Lenders seeking information relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such information request.

REQUEST NO. 7.

All Documents and Communications relating to any written or oral response to an information request made by You and/or any other one or more of the Lenders relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such response.

REQUEST NO. 8.

All Documents and Communications concerning the number of false or spam accounts or bots on the Twitter platform and/or the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, including without limitation (i) all Documents and Communications related to any analyses, audits, or investigations performed or conducted by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (ii) all Documents and Communications related to any analyses, audits, or investigations that

Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered undertaking, or that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered having others undertake on Your or their behalf, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (iii) all Documents and Communications related to Defendants' decision to execute the Merger Agreement without further due diligence on these subjects; and (iv) all Documents and Communications concerning Your decision to commit to the Debt Financing without further due diligence on these subjects.

REQUEST NO. 9.

All Communications with any media representative or media outlet regarding the Merger, the Merger Agreement, the Debt Financing, the Equity Financing, the Financing Commitments, the number of false or spam accounts or bots on the Twitter platform, the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, the June 6, 2022 Letter, and/or the July 8, 2022 Letter. This Request includes, without limitation, all Communications made by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, with the author(s) (or any of their colleagues) of the enumerated articles or any

other stories, articles, media commentary, or the like concerning the subject matters listed in this Request.

REQUEST NO. 10.

All Documents and Communications concerning Equity Investor’s determination, as disclosed in Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022, that the April 13, 2022 Proposal was “no longer subject to financing as a result of the Reporting Person’s receipt of the financing commitments . . . and is no longer subject to business due diligence.”

REQUEST NO. 11.

All Documents and Communications concerning (i) Equity Investor’s assertion, in a Tweet dated May 15, 2022, that “[t]here is some chance” that the percentage of bots and/or false or spam accounts “might be over 90% of daily active users”; and (ii) Equity Investor’s assertion, in a Tweet dated May 17, 2022, that “20% fake/spam accounts, while 4 times what Twitter claims, could be much higher,” including without limitation all Documents in Your possession, or of which You are aware, that supported these claims.

REQUEST NO. 12.

All Documents and Communications relating to the effects or potential effects of changes in the price of Tesla, Inc. common stock, on (i) the Merger; (ii) the Debt Financing; (iii) the Equity Financing; (iv) the Financing Commitments;

and/or (v) Defendants' intentions with respect to closing and/or efforts to close the Merger.

REQUEST NO. 13.

All Documents and Communications concerning Equity Investor's (i) efforts to ensure that he had the financial capacity to pay and perform his obligations in respect of the Equity Financing, including without limitation those relating to the status of or expected timeline for such efforts; and (ii) intended or expected sources of cash to fund his obligations in respect of the Equity Financing.

REQUEST NO. 14.

All Documents and Communications concerning Defendants' purported termination of the Merger Agreement, including without limitation those related to (i) any consideration of whether and on what grounds to purport to terminate the Merger Agreement; (ii) any consideration of potentially renegotiating the Merger Agreement; (iii) all Documents and Communications related to the preparation of the June 6, 2022 Letter; and (iv) all Documents and Communications related to the preparation of the July 8, 2022 Letter.

REQUEST NO. 15.

All Documents and Communications concerning Defendants' contention in the July 8, 2022 Letter that Twitter is "likely to suffer a Company Material Adverse Effect," including without limitation any valuations, forecasts, projections,

estimates, or other analyses relating to whether Twitter is likely to suffer a Company Material Adverse Effect.

REQUEST NO. 16.

All forecasts, projections, estimates, or other analyses created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or on Your or their behalf, relating to Twitter's current or future performance, financial condition, or value, including without limitation any projections of Twitter's revenues, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses.

REQUEST NO. 17.

All Documents and Communications relating to any investment, involvement, potential investment, or potential involvement by Equity Investor, any affiliate of Equity Investor, You, any other one or more of the Lenders, the Co-Investors, and/or any other Person acting in concert with Equity Investor, either directly or indirectly, in any competitor to Twitter, whether or not such competitor is presently in existence.

REQUEST NO. 18.

All Documents and Communications concerning Equity Investor's strategic or business plans for Twitter, including without limitation (i) all Communications between You and Equity Investor, any one or more of Defendants' Advisors,

any other one or more of the Lenders, and/or the Co-Investors concerning any such plans; (ii) all drafts or iterations of any plans to address issues relating to false or spam accounts on the Twitter platform; (iii) all drafts or iterations of any plans relating to employee retention programs or incentives; and (iv) all drafts or iterations of any plans relating to potential changes to the size and/or composition of Twitter's workforce.

REQUEST NO. 19.

All Documents and Communications relating to the termination of Bob Swan and/or the cessation of Bob Swan's involvement on Defendants' behalf in connection with the Merger and the Debt Financing.

REQUEST NO. 20.

All Documents and Communications relating to the actual or potential engagement or involvement of Antonio Gracias to act on Defendants' behalf in connection with the Merger and the Debt Financing, including without limitation any summary or introductory information or briefing materials provided to him.

REQUEST NO. 21.

All Documents concerning Your policies regarding the retention or destruction of documents.



STATE OF NEW YORK
COUNTY OF NEW YORK

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I, INC.,
and X HOLDINGS II, INC.,

Defendants.

SUBPOENA *DUCES TECUM*
**(pursuant to the Uniform Interstate
Depositions and Discovery Act and
CPLR § 3119)**

Originating State: Delaware

Originating County: New Castle

Originating Court: Court of Chancery

Originating Case number: C.A.
No. 2022-0613-KSJM

SUBPOENA *DUCES TECUM*
pursuant to the Uniform Interstate Depositions and Discovery Act
(Personal Attendance Not Required)

PERSONAL SERVICE BY HAND DELIVERY

TO: Citibank, N.A.
399 Park Avenue
New York, NY 10043

YOU ARE HEREBY COMMANDED, pursuant to New York Civil Practice Law and Rules (“CPLR”) § 3119 and the Uniform Interstate Depositions and Discovery Act, to produce and permit inspection and copying of designated documents, electronically stored information or tangible things in your possession, custody or control in accordance with the attached **Schedule A** within twenty (20) days of service of this subpoena, at the offices of Kobre & Kim LLP, 800 Third Avenue, New York, New York 10022, or such other location or date mutually agreeable amongst the parties or ordered by the Court.

Disclosure is being sought from You for use in *Twitter Inc. v. Musk et al.*, Case No. 2022-0613 (Del. Ch.) because, upon information and belief, You have material and relevant Documents and information relating to such action. The subject matter of the above-captioned Action is set forth in the Complaint, as defined below.

Failure to comply with this subpoena is punishable as a contempt of Court and shall make you liable to the person on whose behalf this subpoena was issued for a penalty not to exceed one hundred fifty dollars and all damages sustained by reason of your failure to comply.

Contact Information of Counsel for all Parties in the action:

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POTTER ANDERSON & CORROON LLP
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Jacob R. Kirkham (No. 5768)
KOBRE & KIM LLP
600 North King Street, Suite 501,
Wilmington, Delaware 19801
(302) 518 6460

Dated: July 26, 2022
New York, New York

KOBRE & KIM LLP



Danielle L. Rose
800 Third Avenue,
New York, New York 10022
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IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

SUBPOENA DUCES TECUM

THE STATE OF DELAWARE

TO: Citibank, N.A.
399 Park Avenue
New York, NY 10043

This subpoena is issued pursuant to Court of Chancery Rule 45 and the Uniform Interstate Deposition and Discovery Act. Court of Chancery Rules 45(c) and (d), copies of which are attached hereto, set forth the protections and duties with respect to this subpoena.

YOU ARE HEREBY COMMANDED:

To produce and permit inspection and copying of designated documents, electronically stored information or tangible things in your possession, custody or control in accordance with the attached **Schedule A**

within twenty (20) days of service of this subpoena, given the expedited nature of the proceedings, at the offices of Kobre & Kim LLP, Kobre & Kim LLP, 800 Third Avenue, New York, New York 10022, or such other location or date mutually agreeable amongst the parties or ordered by the Court.

Dated: July 26, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham

Jacob R. Kirkham (#5768)
600 North King Street, Suite 501,
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Twitter, Inc.

Court of Chancery Rule 45(c) and (d):

(c) Protection of persons subject to subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and may impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated documents, electronically stored information, or tangible things or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court on behalf of which the subpoena was issued shall quash or modify the subpoena if it

(i) Fails to allow reasonable time for compliance;

- (ii) Requires disclosure of privileged or other protected matter and no exception or waiver applies; or
- (iii) Subjects a person to undue burden.

(B) If a subpoena

- (i) Requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) Requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court on behalf of which the subpoena was issued may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the Court may order appearance or production only upon specified conditions.

(d) Duty in responding to subpoena.

(1) If a subpoena does not specify a form for producing documents or electronically stored information, the person responding shall produce it in a form or forms in which it is ordinarily maintained, or in which it is reasonably usable. Absent a showing of good cause, the person responding need not produce the same documents or electronically stored information in more than one form. The person responding need not provide discovery of documents or electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On a motion to compel discovery or for a protective order, the person responding to a subpoena must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the Court nevertheless may order discovery from such sources if the requesting party shows good cause. The Court may specify the conditions for the discovery.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, electronically stored information, or tangible things not produced that is sufficient to enable the demanding party to contest the claim.

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

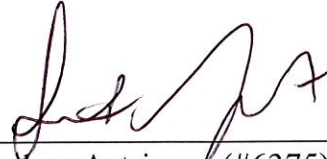
C.A. No. 2022-0613-KSJM

AFFIDAVIT OF SERVICE

I, Stephen Astringer, of Kobre & Kim LLP, hereby certify that, on July 26, 2022, Davis Polk & Wardwell LLP (“Davis Polk”) advised my firm that it represents Citibank, N.A. in connection with the above-captioned litigation and agreed to accept service of a non-party subpoena by electronic mail on behalf of Citibank, N.A. Thereafter, that same day, Kobre & Kim LLP served the following documents on Davis Polk by electronic mail:

1. The attached Subpoena Duces Tecum directed to Citibank, N.A., at 388 Greenwich Street, New York, NY 10013 (“First Subpoena”);
2. Schedule A to the First Subpoena;
3. Exhibit A to the First Subpoena;
4. The attached Subpoena Duces Tecum directed to Citibank, N.A., at 399 Park Avenue, New York, NY 10043 (“Second Subpoena”);

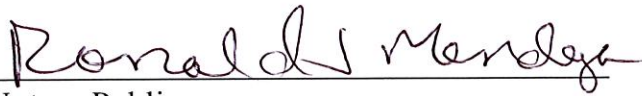
5. Schedule A to the Second Subpoena; and
6. Exhibit A to the Second Subpoena.



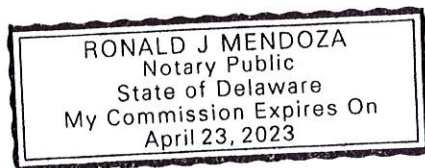
Stephen Astringer (#6375)
KOBRE & KIM LLP
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

Subscribed and sworn to before me
This 28 day of July, 2022.



Notary Public





[SECOND SUBPOENA NEW YORK SCHEDULE A]

SCHEDULE A

DEFINITIONS

As used in Schedule A, the following terms shall have the following meanings:

1. “Action” shall mean *Twitter Inc. v. Musk et al.*, Case No. 2022-0613 (Del. Ch.).
2. “AH Capital Management L.L.C.” shall mean AH Capital Management L.L.C. and any of its divisions, subsidiaries, or affiliates.
3. “Antonio Gracias” shall mean the Antonio Gracias affiliated with Valor Equity Partners LP.
4. “April 13, 2022 Proposal” shall mean the letter from Equity Investor to Bret Taylor, attached as Exhibit B to Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 13, 2022.
5. “April 24, 2022 Offer” shall mean the letter from Equity Investor to Bret Taylor, dated April 24, 2022, attached as Exhibit G to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.
6. “Barclays” shall mean Barclays Capital Inc. and any of its divisions, subsidiaries, or affiliates.
7. “Bob Swan” shall mean the Bob Swan affiliated with AH Capital Management L.L.C.
8. “BofA Securities” shall mean Bank of America Corporation and/or BofA Securities, Inc. and any of their respective divisions, subsidiaries, or affiliates.

9. “Co-Investor Equity Commitments” shall mean the letter agreements with the Co-Investors.

10. “Co-Investors” shall mean any one or more actual or potential co-investors in the Equity Financing, including without limitation Lawrence Ellison; the Lawrence J. Ellison Revocable Trust; Binance; A.H. Capital Management, L.L.C.; Brookfield Asset Management Inc.; Qatar Holding LLC; Sequoia Capital Fund, L.P.; A.M. Management & Consulting; Aliya Capital Partners LLC; BAMCO, Inc.; DFJ Growth IV Partners, LLC; Fidelity Management & Research Company LLC; Honeycomb Asset Management LP; Key Wealth Advisors LLC; Litani Ventures; Strauss Capital LLC; Tresser Blvd 402 LLC (Cartenna); VyCapital; Witkoff Capital; and Prince Alwaleed bin Talal, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

11. “Communication” shall refer to the transmittal of information (in the form of facts, ideas, inquiries, queries, data, or otherwise) by any means of transmission, regardless of whether the transmittal was initiated or received by an individual or a system. Means of transmission include, but are not limited to, face-to-face conversations, postal or other physical mail, email, text message, instant message (such as iMessage, Slack, and Signal), social media messaging platforms (such as Twitter Direct Messages), voicemail, telephone, or facsimile.

12. “Complaint” shall mean the Verified Complaint, dated July 12, 2022, filed by Twitter against Defendants in this Action.

13. “Debt Financing” shall refer to any amounts contemplated to be borrowed by Defendants, whether currently, previously, or in the future, to fund the transactions

contemplated by the Merger Agreement, including without limitation the amounts set forth in (i) the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the margin loan commitment letter, dated April 20, 2022, attached as Exhibit D to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (iii) the debt commitment letter dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022; and (iv) the Margin Loan Commitment.

14. “Defendants” shall mean individually and/or collectively, Elon R. Musk; X Holdings I, Inc. and any of its divisions, subsidiaries, or affiliates; and X Holdings II, Inc. and any of its divisions, subsidiaries, or affiliates, together with all other Persons acting or purporting to act on their behalf.

15. “Defendants’ Advisors” shall refer to any one or more of the following: Morgan Stanley; Jared Birchall; Excession LLC; Bob Swan; AH Capital Management, L.L.C.; Antonio Gracias; Valor Equity Partners LP; Kristina Salen; Patrick O’Malley; BofA Securities; Barclays; McDermott Will & Emery LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and Quinn Emanuel Urquhart & Sullivan, LLP, as well as any of Defendants’ other advisors, agents, attorneys, consultants, law firms, public relations firms, or other representatives, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

16. “Document” shall be construed to the fullest extent permissible under New York law and means, without limitation, the original and all copies and translations of any

information in any written, recorded, electronic, or graphic form including all memoranda, notes, interoffice and intraoffice communications, telegrams, teletypes, letters, reports, stenographic notes, bulletins, notices, emails, Bloomberg messages, Microsoft Team messages, any other text messages or other messaging–application messages, instant messages or other electronic–chat messages, telephonic or personal communications, computer models, spreadsheets, data, accounts, records, calendars, diaries, minutes, contracts or other legal papers, resolutions, written policies or procedures, insurance policies, audio records, photographs, microform, film, and any electronically stored information stored in any medium, including computer backup devices, hard drives, electronic share drives, or any other virtual or physical space. “Document” also includes any other Communication of any kind in any form or medium.

17. “Equity Financing” shall refer to any amounts contemplated to be invested by Equity Investor or others, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation (i) the equity financing commitment letter, dated April 20, 2022, attached as Exhibit E to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the equity financing commitment letter, dated April 25, 2022, filed as Exhibit J to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 26, 2022; (iii) the co-investor equity commitment letters referenced in Amendment No. 6 to Schedule 13D, filed by Equity Investor with the SEC on May 5, 2022; (iv) the equity commitment letter referenced in the Schedule 13D filed by HRH Prince Alwaleed Bin Talal Bin Abdulaziz Alsaud with the SEC on May 9, 2022; (v) the equity commitment side letter, dated May 11, 2022, and executed by, inter alia, Elon R. Musk; (vi) the equity commitment side letter, dated

May 24, 2022, and executed by, inter alia, Elon R. Musk; and (vii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022.

18. “Equity Investor” shall mean Elon R. Musk.

19. “Excession LLC” shall mean Excession LLC and any of its divisions, subsidiaries, or affiliates.

20. “Financing Commitments” shall mean: (i) the debt commitment letter, dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022, together with any amendments thereto; (ii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022, together with any amendments thereto; (iii) the Co-Investor Equity Commitments; and (iv) any other commitments to lend or invest money to fund the transactions contemplated by the Merger Agreement.

21. “Jared Birchall” shall mean the Jared Birchall affiliated with Excession LLC.

22. “July 8, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated July 8, 2022, regarding the purported termination of the Merger Agreement.

23. “June 6, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated June 6, 2022, asserting that there had been a “material breach” of the Merger Agreement.

24. “Kristina Salen” shall mean the Kristina Salen who formerly served as Chief Financial Officer of World Wrestling Entertainment, Inc. and who is currently affiliated with Sirius XM Holdings, Inc.

25. “Lenders” shall mean any one or more actual or potential providers of the Debt Financing, including without limitation Morgan Stanley Senior Funding, Inc.; Bank of America, N.A.; BofA Securities, Inc.; Barclays Bank PLC; MUFG Bank, Ltd.; BNP Paribas; BNP Paribas Securities Corp.; Mizuho Bank, Ltd.; Societe Generale; Credit Suisse AG, Cayman Islands Branch; Citibank, N.A.; Deutsche Bank AG, London Branch; Royal Bank of Canada; and Canadian Imperial Bank of Commerce, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

26. “Limited Guarantee” shall mean the Limited Guarantee, dated as of April 25, 2022, provided by Elon R. Musk in favor of Twitter, Inc.

27. “Margin Loan Commitment” shall mean the margin loan commitment letter, dated April 25, 2022, attached as Exhibit I to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.

28. “Merger” shall mean the transactions contemplated by the Merger Agreement.

29. “Merger Agreement” shall mean the Agreement and Plan of Merger, dated April 25, 2022, between and among Elon R. Musk, X Holdings I, Inc., X Holdings II, Inc., and Twitter, Inc.

30. “Morgan Stanley” shall mean Morgan Stanley & Co. LLC and any of its divisions, subsidiaries, or affiliates.

31. “Patrick O’Malley” shall mean the Patrick O’Malley who formerly served as Chief Financial Officer of Avaya Holdings Corp. and who is currently affiliated with Magnolia Medical Technologies, Inc.

32. “Person” or “Persons” shall mean any individual, corporation, partnership, firm, association, government agency, or other organization recognizable at law, together with its agents, employees, and representatives.

33. “SEC” shall mean the U.S. Securities and Exchange Commission, together with any of its employees, attorneys, agents, or representatives, and all other Persons acting or purporting to act on its behalf.

34. “Tweet” shall mean a post made on the Twitter platform, including Retweets or replies.

35. “Twitter” shall mean Twitter, Inc. and any of its divisions, subsidiaries or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

36. “Valor Equity Partners LP” shall mean Valor Equity Partners LP and any of its divisions, subsidiaries, or affiliates.

37. The terms “You” or “Your” shall mean Citibank, N.A. and/or any of Citibank, N.A.’s divisions, subsidiaries, or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

38. The term “including” shall mean “including without limitation” or “including, but not limited to.”

39. The terms “and” and “all” shall each be construed either disjunctively or conjunctively to bring within the scope of the Requests all responses that might otherwise be construed as outside their scope.

40. The terms “any” and “each” shall each be construed as both “each” and “every” to bring within the scope of the Requests all responses which might otherwise be construed to be outside their scope.

41. The use of the singular form of any word shall include the plural and vice versa.

42. The terms “concerning,” “regarding,” “relating to,” and/or “related to” shall each be read and applied as interchangeable and shall each be construed in the broadest sense to mean referring to, describing, evidencing, memorializing, concerning, regarding, with regard to, relating to, referring to, pertaining to, containing, analyzing, evaluating, studying, recording, reflecting, reporting on, commenting on, reviewed in connection or in conjunction with, setting forth, contradicting, refuting, and considering, in whole or in part.

43. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Merger Agreement.

INSTRUCTIONS

The following instructions shall apply to the Document Requests contained herein.

1. As required by CPLR 3122(c), You shall produce all Documents either (a) as they are kept in the usual course of business; or (b) organized and labeled to correspond to the categories of the Request.

2. As required by CPLR 3122(a), if You object to the production of any Documents called for by a Request, You shall state with particularity the reasons for Your objection.

3. Unless otherwise specified, the time period covered by these Requests is January 1, 2022 through July 8, 2022.

4. These Requests are continuing in nature and to the extent that Your responses may be modified or supplemented by documents or information obtained or discovered subsequent to the production of Your initial responses, or are discovered to be incomplete or incorrect, You are required to promptly provide supplemental responses pursuant to Article 31 of the CPLR.

5. A Request for a Document shall be deemed to include a request for any non-identical copies or drafts of the Document, as well as all transmittal sheets, cover letters, exhibits, enclosures, or attachments to the Document, in addition to the Document itself. Any Document described herein is to be produced in its original file folder, with all labels or similar markings intact, and with the name of the Person from whose file it was produced.

6. If it is not possible to produce any Document called for by a Request, or if any part of a Request is objected to, the reasons for the failure to produce the Documents or the objection should be stated specifically as to all grounds.

7. If a Document responsive to any Request is no longer in Your possession, custody, or control, give a description of the Document, state what disposition was made of the Document and the date of such disposition, and identify all Persons having knowledge of the Document's contents.

8. If any Document responsive to any Request has been destroyed, give a description of the Document, set forth the contents of the Document, the location of any copies of the Document, the date of the Document's destruction, and the name of the Person who destroyed the Document or ordered or authorized its destruction.

9. If You withhold any Document responsive to a Request, or any part thereof, You shall provide notice to Plaintiffs, as required by CPLR 3122(b), that such Document is being withheld, indicating: (a) the legal ground for withholding the Document; (b) the type

of Document; (c) the general subject matter of the Document; (d) the date of the Document; and (e) such other information as is sufficient to identify the Document, including the author of, recipients of, and attachments to the Document. If You believe that a portion of a Document is protected by an applicable privilege, You shall produce the non-privileged portion with the allegedly privileged portion redacted and indicated as such.

10. Requests are not intended to limit or modify other Requests and should not be interpreted as limiting or modifying other Requests.

11. If You contend that any Request is overly broad and/or unduly burdensome, identify all aspects of the Request that are overly broad or unduly burdensome and produce the Documents that are not subject to this contention.

12. If there are no Documents or Communications responsive to any particular Request or subpart thereof, You shall state so in writing.

13. For any responsive Documents or Communications stored in electronic format, including email and text messages, You will produce those Documents or Communications in searchable electronic format (e.g., single-page .TIFF format with corresponding Document-level extracted text files and OCR text files, each named by the Bates number assigned to the first page) by secure electronic transmission (e.g. SFTP site) or on CD-ROMs, DVD-ROMs, portable or external hard drives, or other widely-used electronic or optical storage media. All images will be produced as single page .TIFF images, black and white, Group IV and 300 dpi with a Concordance Image (formerly Opticon) style .OPT load file. All color images will be provided in JPEG format where color images are necessary to understand the Document. All Microsoft Excel, PowerPoint, and similar spreadsheet or presentation files will be produced in native format. Furthermore, for all native files that are produced, a corresponding placeholder TIFF image will be produced that

bears the same Bates assigned to the native file, has all associated metadata, and indicates that that the “File has been produced in native format.” All responsive electronic Documents and Communications will be produced with sufficient metadata to convey where these items begin and end (including attachments), the original file name, and the original timestamps and attributes. All metadata will be provided in a delimited data field (with file extension .DAT), delimited using the Concordance style delimiters, and including the following metadata fields: “BEGBATES”, “ENDBATES”, “BEGATTACH”, “ENDATTACH”, “FAMILY-DATE/TIME”, “Page Count”, “Custodian”, “ALL CUSTODIANS”, “To”, “From”, “CC”, “BCC”, “Subject”, “Sent Date/Time”, “Author”, “Title”, “File Name”, “File Extension”, “Redacted”, “TextPath”, “NativePath”, “MD5HASH”, “Received Date/Time”, “File Size”, and “Confidentiality”.

14. None of the Definitions or Requests set forth herein shall be construed as an admission relating to the existence of any evidence, to the relevance or admissibility of any evidence, or to the truth or accuracy of any statement or characterization in the Definition or Request.

DOCUMENT REQUESTS

REQUEST NO. 1.

All Documents and Communications relating to the April 13, 2022 Proposal, the April 24, 2022 Offer, any other potential acquisition or other strategic transaction involving Twitter, the Merger, the Merger Agreement, the Limited Guarantee, the June 6, 2022 Letter, and/or the July 8, 2022 Letter, and any financing with respect to any of the foregoing or any transaction contemplated thereby (including but not limited to the Debt Financing, the Equity Financing, and/or the Financing Commitments), including without limitation (i) all

Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or any Co-Investor concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning these subjects; (iii) all Communications with any advisor, attorney, or other representative of any Co-Investor concerning these subjects; and (iv) all Communications with any advisor, attorney, or other representative of any advisor, attorney, and/or other representative of You or any other one or more of the Lenders concerning these subjects.

REQUEST NO. 2.

All Documents and Communications relating to efforts to syndicate and/or arrange, document, negotiate the terms of, or consummate the Debt Financing and close the Merger, including those concerning the status of or expected timeline for such efforts. Documents responsive to this Request shall include, without limitation: (i) closing checklists (and drafts thereof) for any aspect of the Debt Financing; (ii) timelines (and drafts thereof) for the arrangement, negotiation, execution, and/or consummation of the Debt Financing; (iii) agendas, presentations, decks, and other materials (and drafts thereof) related to any organizational calls, lender meetings, drafting sessions, or due diligence sessions concerning the Debt Financing, and any notes, recordings, or transcriptions of any calls or meetings related to the Debt Financing; (iv) drafts of definitive agreements and ancillary and closing documents (and all schedules and exhibits thereto) related to the Debt Financing; (v) offering memoranda, confidential information memoranda, and lender presentations (and drafts thereof) related to the Debt Financing; and (vi) ratings agency presentations (and drafts thereof) related to the Debt Financing.

REQUEST NO. 3.

All Documents and Communications concerning (i) the reduction of the amount of the Margin Loan Commitment, including without limitation those relating to the reasons for reducing the amount of the Margin Loan Commitment; and (ii) the subsequent termination of the Margin Loan Commitment, including without limitation those relating to the reasons for terminating the Margin Loan Commitment.

REQUEST NO. 4.

All Documents and Communications concerning any potential tender offer for some or all of Twitter's shares, including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; and (iii) all Documents and Communications relating to the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022.

REQUEST NO. 5.

All Documents and Communications concerning Defendants' requests or potential requests for information pursuant to Section 6.4 and/or Section 6.11 of the Merger Agreement and any information provided by Twitter, or on Twitter's behalf, in response to any such request for information, including without limitation (i) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (ii) all Communications with Defendants, any one or more of Defendants' Advisors, any other one

or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (iii) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to Twitter's API or "firehose" data provided to Defendants; (iv) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to any other information provided by Twitter, or on Twitter's behalf, in response to any information request by Defendants or on Defendants' behalf; and (v) all Documents and Communications concerning Equity Investor's Tweet, dated May 13, 2022, purporting to disclose information obtained from Twitter pursuant to an information request, as alleged in Paragraph 75 of the Complaint.

REQUEST NO. 6.

All Documents and Communications relating to any written or oral request made by You or any other one or more of the Lenders seeking information relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such information request.

REQUEST NO. 7.

All Documents and Communications relating to any written or oral response to an information request made by You and/or any other one or more of the Lenders relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such response.

REQUEST NO. 8.

All Documents and Communications concerning the number of false or spam accounts or

bots on the Twitter platform and/or the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, including without limitation (i) all Documents and Communications related to any analyses, audits, or investigations performed or conducted by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (ii) all Documents and Communications related to any analyses, audits, or investigations that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered undertaking, or that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered having others undertake on Your or their behalf, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (iii) all Documents and Communications related to Defendants' decision to execute the Merger Agreement without further due diligence on these subjects; and (iv) all Documents and Communications concerning Your decision to commit to the Debt Financing without further due diligence on these subjects.

REQUEST NO. 9.

All Communications with any media representative or media outlet regarding the Merger, the Merger Agreement, the Debt Financing, the Equity Financing, the Financing Commitments, the number of false or spam accounts or bots on the Twitter platform, the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, the June 6, 2022 Letter, and/or the July 8, 2022 Letter. This Request includes, without limitation, all Communications made by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware,

with the author(s) (or any of their colleagues) of the enumerated articles or any other stories, articles, media commentary, or the like concerning the subject matters listed in this Request.

REQUEST NO. 10.

All Documents and Communications concerning Equity Investor's determination, as disclosed in Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022, that the April 13, 2022 Proposal was "no longer subject to financing as a result of the Reporting Person's receipt of the financing commitments . . . and is no longer subject to business due diligence."

REQUEST NO. 11.

All Documents and Communications concerning (i) Equity Investor's assertion, in a Tweet dated May 15, 2022, that "[t]here is some chance" that the percentage of bots and/or false or spam accounts "might be over 90% of daily active users"; and (ii) Equity Investor's assertion, in a Tweet dated May 17, 2022, that "20% fake/spam accounts, while 4 times what Twitter claims, could be much higher," including without limitation all Documents in Your possession, or of which You are aware, that supported these claims.

REQUEST NO. 12.

All Documents and Communications relating to the effects or potential effects of changes in the price of Tesla, Inc. common stock, on (i) the Merger; (ii) the Debt Financing; (iii) the Equity Financing; (iv) the Financing Commitments; and/or (v) Defendants' intentions with respect to closing and/or efforts to close the Merger.

REQUEST NO. 13.

All Documents and Communications concerning Equity Investor's (i) efforts to ensure that he had the financial capacity to pay and perform his obligations in respect of the Equity Financing, including without limitation those relating to the status of or expected timeline

for such efforts; and (ii) intended or expected sources of cash to fund his obligations in respect of the Equity Financing.

REQUEST NO. 14.

All Documents and Communications concerning Defendants' purported termination of the Merger Agreement, including without limitation those related to (i) any consideration of whether and on what grounds to purport to terminate the Merger Agreement; (ii) any consideration of potentially renegotiating the Merger Agreement; (iii) all Documents and Communications related to the preparation of the June 6, 2022 Letter; and (iv) all Documents and Communications related to the preparation of the July 8, 2022 Letter.

REQUEST NO. 15.

All Documents and Communications concerning Defendants' contention in the July 8, 2022 Letter that Twitter is "likely to suffer a Company Material Adverse Effect," including without limitation any valuations, forecasts, projections, estimates, or other analyses relating to whether Twitter is likely to suffer a Company Material Adverse Effect.

REQUEST NO. 16.

All forecasts, projections, estimates, or other analyses created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or on Your or their behalf, relating to Twitter's current or future performance, financial condition, or value, including without limitation any projections of Twitter's revenues, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses.

REQUEST NO. 17.

All Documents and Communications relating to any investment, involvement, potential investment, or potential involvement by Equity Investor, any affiliate of Equity Investor,

You, any other one or more of the Lenders, the Co-Investors, and/or any other Person acting in concert with Equity Investor, either directly or indirectly, in any competitor to Twitter, whether or not such competitor is presently in existence.

REQUEST NO. 18.

All Documents and Communications concerning Equity Investor's strategic or business plans for Twitter, including without limitation (i) all Communications between You and Equity Investor, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or the Co-Investors concerning any such plans; (ii) all drafts or iterations of any plans to address issues relating to false or spam accounts on the Twitter platform; (iii) all drafts or iterations of any plans relating to employee retention programs or incentives; and (iv) all drafts or iterations of any plans relating to potential changes to the size and/or composition of Twitter's workforce.

REQUEST NO. 19.

All Documents and Communications relating to the termination of Bob Swan and/or the cessation of Bob Swan's involvement on Defendants' behalf in connection with the Merger and the Debt Financing.

REQUEST NO. 20.

All Documents and Communications relating to the actual or potential engagement or involvement of Antonio Gracias to act on Defendants' behalf in connection with the Merger and the Debt Financing, including without limitation any summary or introductory information or briefing materials provided to him.

REQUEST NO. 21.

All Documents concerning Your policies regarding the retention or destruction of documents.

**[SECOND SUBPOENA
DELAWARE SUBPOENA
("EX. A") SCHEDULE A]**

SCHEDULE A

DEFINITIONS

As used in Schedule A, the following terms shall have the following meanings:

1. “Action” shall mean the above-captioned action.
2. “AH Capital Management L.L.C.” shall mean AH Capital Management L.L.C. and any of its divisions, subsidiaries, or affiliates.
3. “Antonio Gracias” shall mean the Antonio Gracias affiliated with Valor Equity Partners LP.
4. “April 13, 2022 Proposal” shall mean the letter from Equity Investor to Bret Taylor, attached as Exhibit B to Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 13, 2022.
5. “April 24, 2022 Offer” shall mean the letter from Equity Investor to Bret Taylor, dated April 24, 2022, attached as Exhibit G to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.
6. “Barclays” shall mean Barclays Capital Inc. and any of its divisions, subsidiaries, or affiliates.

7. “Bob Swan” shall mean the Bob Swan affiliated with AH Capital Management L.L.C.

8. “BofA Securities” shall mean Bank of America Corporation and/or BofA Securities, Inc. and any of their respective divisions, subsidiaries, or affiliates.

9. “Co-Investor Equity Commitments” shall mean the letter agreements with the Co-Investors.

10. “Co-Investors” shall mean any one or more actual or potential co-investors in the Equity Financing, including without limitation Lawrence Ellison; the Lawrence J. Ellison Revocable Trust; Binance; A.H. Capital Management, L.L.C.; Brookfield Asset Management Inc.; Qatar Holding LLC; Sequoia Capital Fund, L.P.; A.M. Management & Consulting; Aliya Capital Partners LLC; BAMCO, Inc.; DFJ Growth IV Partners, LLC; Fidelity Management & Research Company LLC; Honeycomb Asset Management LP; Key Wealth Advisors LLC; Litani Ventures; Strauss Capital LLC; Tresser Blvd 402 LLC (Cartenna); VyCapital; Witkoff Capital; and Prince Alwaleed bin Talal, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

11. “Communication” shall refer to the transmittal of information (in the form of facts, ideas, inquiries, queries, data, or otherwise) by any means of transmission, regardless of whether the transmittal was initiated or received by an individual or a system. Means of transmission include, but are not limited to, face-to-face conversations, postal or other physical mail, email, text message, instant message (such as iMessage, Slack, and Signal), social media messaging platforms (such as Twitter Direct Messages), voicemail, telephone, or facsimile.

12. “Complaint” shall mean the Verified Complaint, dated July 12, 2022, filed by Twitter against Defendants in this Action.

13. “Debt Financing” shall refer to any amounts contemplated to be borrowed by Defendants, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation the amounts set forth in (i) the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the margin loan commitment letter, dated April 20, 2022, attached as Exhibit D to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (iii) the debt commitment letter dated April 25, 2022, attached as Exhibit H to

Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022; and (iv) the Margin Loan Commitment.

14. “Defendants” shall mean individually and/or collectively, Elon R. Musk; X Holdings I, Inc. and any of its divisions, subsidiaries, or affiliates; and X Holdings II, Inc. and any of its divisions, subsidiaries, or affiliates, together with all other Persons acting or purporting to act on their behalf.

15. “Defendants’ Advisors” shall refer to any one or more of the following: Morgan Stanley; Jared Birchall; Excession LLC; Bob Swan; AH Capital Management, L.L.C.; Antonio Gracias; Valor Equity Partners LP; Kristina Salen; Patrick O’Malley; BofA Securities; Barclays; McDermott Will & Emery LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and Quinn Emanuel Urquhart & Sullivan, LLP, as well as any of Defendants’ other advisors, agents, attorneys, consultants, law firms, public relations firms, or other representatives, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

16. “Document” shall mean “document” as that term is defined and used in Court of Chancery Rules 26, 34, and 45 and shall have the broadest possible meaning permitted by law.

17. “Equity Financing” shall refer to any amounts contemplated to be invested by Equity Investor or others, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation (i) the equity financing commitment letter, dated April 20, 2022, attached as Exhibit E to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the equity financing commitment letter, dated April 25, 2022, filed as Exhibit J to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 26, 2022; (iii) the co-investor equity commitment letters referenced in Amendment No. 6 to Schedule 13D, filed by Equity Investor with the SEC on May 5, 2022; (iv) the equity commitment letter referenced in the Schedule 13D filed by HRH Prince Alwaleed Bin Talal Bin Abdulaziz Alsaud with the SEC on May 9, 2022; (v) the equity commitment side letter, dated May 11, 2022, and executed by, inter alia, Elon R. Musk; (vi) the equity commitment side letter, dated May 24, 2022, and executed by, inter alia, Elon R. Musk; and (vii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022.

18. “Equity Investor” shall mean Elon R. Musk.

19. “Excession LLC” shall mean Excession LLC and any of its divisions, subsidiaries, or affiliates.

20. “Financing Commitments” shall mean: (i) the debt commitment letter, dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022, together with any amendments thereto; (ii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022, together with any amendments thereto; (iii) the Co-Investor Equity Commitments; and (iv) any other commitments to lend or invest money to fund the transactions contemplated by the Merger Agreement.

21. “Jared Birchall” shall mean the Jared Birchall affiliated with Excession LLC.

22. “July 8, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated July 8, 2022, regarding the purported termination of the Merger Agreement.

23. “June 6, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated June 6, 2022, asserting that there had been a “material breach” of the Merger Agreement.

24. “Kristina Salen” shall mean the Kristina Salen who formerly served as Chief Financial Officer of World Wrestling Entertainment, Inc. and who is currently affiliated with Sirius XM Holdings, Inc.

25. “Lenders” shall mean any one or more actual or potential providers of the Debt Financing, including without limitation Morgan Stanley Senior Funding, Inc.; Bank of America, N.A.; BofA Securities, Inc.; Barclays Bank PLC; MUFG Bank, Ltd.; BNP Paribas; BNP Paribas Securities Corp.; Mizuho Bank, Ltd.; Societe Generale; Credit Suisse AG, Cayman Islands Branch; Citibank, N.A.; Deutsche Bank AG, London Branch; Royal Bank of Canada; and Canadian Imperial Bank of Commerce, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

26. “Limited Guarantee” shall mean the Limited Guarantee, dated as of April 25, 2022, provided by Elon R. Musk in favor of Twitter, Inc.

27. “Margin Loan Commitment” shall mean the margin loan commitment letter, dated April 25, 2022, attached as Exhibit I to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.

28. “Merger” shall mean the transactions contemplated by the Merger Agreement.

29. “Merger Agreement” shall mean the Agreement and Plan of Merger, dated April 25, 2022, between and among Elon R. Musk, X Holdings I, Inc., X Holdings II, Inc., and Twitter, Inc.

30. “Morgan Stanley” shall mean Morgan Stanley & Co. LLC and any of its divisions, subsidiaries, or affiliates.

31. “Patrick O’Malley” shall mean the Patrick O’Malley who formerly served as Chief Financial Officer of Avaya Holdings Corp. and who is currently affiliated with Magnolia Medical Technologies, Inc.

32. “Person” or “Persons” shall mean any individual, corporation, partnership, firm, association, government agency, or other organization recognizable at law, together with its agents, employees, and representatives.

33. “SEC” shall mean the U.S. Securities and Exchange Commission, together with any of its employees, attorneys, agents, or representatives, and all other Persons acting or purporting to act on its behalf.

34. “Tweet” shall mean a post made on the Twitter platform, including Retweets or replies.

35. “Twitter” shall mean Twitter, Inc. and any of its divisions, subsidiaries or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

36. “Valor Equity Partners LP” shall mean Valor Equity Partners LP and any of its divisions, subsidiaries, or affiliates.

37. The terms “You” or “Your” shall mean Citibank, N.A. and/or any of Citibank, N.A.’s divisions, subsidiaries, or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

38. The term “including” shall mean “including without limitation” or “including, but not limited to.”

39. The terms “and” and “all” shall each be construed either disjunctively or conjunctively to bring within the scope of the Requests all responses that might otherwise be construed as outside their scope.

40. The terms “any” and “each” shall each be construed as both “each” and “every” to bring within the scope of the Requests all responses which might otherwise be construed to be outside their scope.

41. The use of the singular form of any word shall include the plural and vice versa.

42. The terms “concerning,” “regarding,” “relating to,” and/or “related to” shall each be read and applied as interchangeable and shall each be construed in the broadest sense to mean referring to, describing, evidencing, memorializing, concerning, regarding, with regard to, relating to, referring to, pertaining to, containing, analyzing, evaluating, studying, recording, reflecting, reporting on, commenting on, reviewed in connection or in conjunction with, setting forth, contradicting, refuting, and considering, in whole or in part.

43. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Merger Agreement.

INSTRUCTIONS

The following instructions shall apply to the Document Requests contained herein.

1. These Requests require that You produce Documents in a manner that satisfies the requirements of Court of Chancery Rules 26, 34, and 45.

2. Unless otherwise specified, the time period covered by these Requests is January 1, 2022, through July 8, 2022.

3. These Requests are continuing and require supplementation pursuant to Court of Chancery Rules 26, 34, and 45.

4. A Request for a Document shall be deemed to include a request for any non-identical copies or drafts of the Document, as well as all transmittal sheets, cover letters, exhibits, enclosures, or attachments to the Document, in addition to the Document itself. Any Document described herein is to be produced in its original file folder, with all labels or similar markings intact, and with the name of the Person from whose file it was produced.

5. If it is not possible to produce any Document called for by a Request, or if any part of a Request is objected to, the reasons for the failure to produce the Documents or the objection should be stated specifically as to all grounds.

6. If a Document responsive to any Request is no longer in Your possession, custody, or control, give a description of the Document, state what disposition was made of the Document and the date of such disposition, and identify all Persons having knowledge of the Document's contents.

7. If any Document responsive to any Request has been destroyed, give a description of the Document, set forth the contents of the Document, the location of any copies of the Document, the date of the Document's destruction,

and the name of the Person who destroyed the Document or ordered or authorized its destruction.

8. If You claim any form of privilege or protection or other reason, whether based on statute or otherwise, as a ground for not producing requested Documents, furnish a list identifying each Document for which the privilege or protection is claimed, together with the following information: date; sender, recipients, and Persons to whom copies were furnished, together with their job titles; subject matter; and basis on which the Document is withheld consistent with the Court of Chancery Rules.

9. Requests are not intended to limit or modify other Requests and should not be interpreted as limiting or modifying other Requests.

10. If You contend that any Request is overly broad and/or unduly burdensome, identify all aspects of the Request that are overly broad or unduly burdensome and produce the Documents that are not subject to this contention.

11. If there are no Documents or Communications responsive to any particular Request or subpart thereof, You shall state so in writing.

12. For any responsive Documents or Communications stored in electronic format, including email and text messages, You will produce those Documents or Communications in searchable electronic format (e.g., single-

page .TIFF format with corresponding Document-level extracted text files and OCR text files, each named by the Bates number assigned to the first page) by secure electronic transmission (e.g. SFTP site) or on CD-ROMs, DVD-ROMs, portable or external hard drives, or other widely-used electronic or optical storage media. All images will be produced as single page .TIFF images, black and white, Group IV and 300 dpi with a Concordance Image (formerly Opticon) style .OPT load file. All color images will be provided in JPEG format where color images are necessary to understand the Document. All Microsoft Excel, PowerPoint, and similar spreadsheet or presentation files will be produced in native format. Furthermore, for all native files that are produced, a corresponding placeholder TIFF image will be produced that bears the same Bates assigned to the native file, has all associated metadata, and indicates that that the “File has been produced in native format.” All responsive electronic Documents and Communications will be produced with sufficient metadata to convey where these items begin and end (including attachments), the original file name, and the original timestamps and attributes. All metadata will be provided in a delimited data field (with file extension .DAT), delimited using the Concordance style delimiters, and including the following metadata fields: “BEGBATES”, “ENDBATES”, “BEGATTACH”, “ENDATTACH”, “FAMILY-DATE/TIME”, “Page Count”, “Custodian”, “ALL

CUSTODIANS”, “To”, “From”, “CC”, “BCC”, “Subject”, “Sent Date/Time”, “Author”, “Title”, “File Name”, “File Extension”, “Redacted”, “TextPath”, “NativePath”, “MD5HASH”, “Received Date/Time”, “File Size”, and “Confidentiality”.

13. None of the Definitions or Requests set forth herein shall be construed as an admission relating to the existence of any evidence, to the relevance or admissibility of any evidence, or to the truth or accuracy of any statement or characterization in the Definition or Request.

DOCUMENT REQUESTS

REQUEST NO. 1.

All Documents and Communications relating to the April 13, 2022 Proposal, the April 24, 2022 Offer, any other potential acquisition or other strategic transaction involving Twitter, the Merger, the Merger Agreement, the Limited Guarantee, the June 6, 2022 Letter, and/or the July 8, 2022 Letter, and any financing with respect to any of the foregoing or any transaction contemplated thereby (including but not limited to the Debt Financing, the Equity Financing, and/or the Financing Commitments), including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or any Co-Investor concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning these subjects; (iii) all Communications with any advisor, attorney, or other representative of any Co-Investor concerning these subjects; and (iv) all Communications with any advisor, attorney, or other representative of any advisor, attorney, and/or other representative of You or any other one or more of the Lenders concerning these subjects.

REQUEST NO. 2.

All Documents and Communications relating to efforts to syndicate and/or arrange, document, negotiate the terms of, or consummate the Debt Financing

and close the Merger, including those concerning the status of or expected timeline for such efforts. Documents responsive to this Request shall include, without limitation: (i) closing checklists (and drafts thereof) for any aspect of the Debt Financing; (ii) timelines (and drafts thereof) for the arrangement, negotiation, execution, and/or consummation of the Debt Financing; (iii) agendas, presentations, decks, and other materials (and drafts thereof) related to any organizational calls, lender meetings, drafting sessions, or due diligence sessions concerning the Debt Financing, and any notes, recordings, or transcriptions of any calls or meetings related to the Debt Financing; (iv) drafts of definitive agreements and ancillary and closing documents (and all schedules and exhibits thereto) related to the Debt Financing; (v) offering memoranda, confidential information memoranda, and lender presentations (and drafts thereof) related to the Debt Financing; and (vi) ratings agency presentations (and drafts thereof) related to the Debt Financing.

REQUEST NO. 3.

All Documents and Communications concerning (i) the reduction of the amount of the Margin Loan Commitment, including without limitation those relating to the reasons for reducing the amount of the Margin Loan Commitment; and (ii) the subsequent termination of the Margin Loan Commitment, including

without limitation those relating to the reasons for terminating the Margin Loan Commitment.

REQUEST NO. 4.

All Documents and Communications concerning any potential tender offer for some or all of Twitter's shares, including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; and (iii) all Documents and Communications relating to the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022.

REQUEST NO. 5.

All Documents and Communications concerning Defendants' requests or potential requests for information pursuant to Section 6.4 and/or Section 6.11 of the Merger Agreement and any information provided by Twitter, or on Twitter's behalf, in response to any such request for information, including without limitation (i) all Documents created by Defendants, any one or more of

Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (ii) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (iii) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to Twitter's API or "firehose" data provided to Defendants; (iv) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to any other information provided by Twitter, or on Twitter's behalf, in response to any information request by Defendants or on Defendants' behalf; and (v) all Documents and Communications concerning Equity Investor's Tweet, dated May 13, 2022, purporting to disclose information obtained from Twitter pursuant to an information request, as alleged in Paragraph 75 of the Complaint.

REQUEST NO. 6.

All Documents and Communications relating to any written or oral request made by You or any other one or more of the Lenders seeking information relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such information request.

REQUEST NO. 7.

All Documents and Communications relating to any written or oral response to an information request made by You and/or any other one or more of the Lenders relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such response.

REQUEST NO. 8.

All Documents and Communications concerning the number of false or spam accounts or bots on the Twitter platform and/or the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, including without limitation (i) all Documents and Communications related to any analyses, audits, or investigations performed or conducted by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (ii) all Documents and Communications related to any analyses, audits, or investigations that

Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered undertaking, or that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered having others undertake on Your or their behalf, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (iii) all Documents and Communications related to Defendants' decision to execute the Merger Agreement without further due diligence on these subjects; and (iv) all Documents and Communications concerning Your decision to commit to the Debt Financing without further due diligence on these subjects.

REQUEST NO. 9.

All Communications with any media representative or media outlet regarding the Merger, the Merger Agreement, the Debt Financing, the Equity Financing, the Financing Commitments, the number of false or spam accounts or bots on the Twitter platform, the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, the June 6, 2022 Letter, and/or the July 8, 2022 Letter. This Request includes, without limitation, all Communications made by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, with the author(s) (or any of their colleagues) of the enumerated articles or any

other stories, articles, media commentary, or the like concerning the subject matters listed in this Request.

REQUEST NO. 10.

All Documents and Communications concerning Equity Investor’s determination, as disclosed in Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022, that the April 13, 2022 Proposal was “no longer subject to financing as a result of the Reporting Person’s receipt of the financing commitments . . . and is no longer subject to business due diligence.”

REQUEST NO. 11.

All Documents and Communications concerning (i) Equity Investor’s assertion, in a Tweet dated May 15, 2022, that “[t]here is some chance” that the percentage of bots and/or false or spam accounts “might be over 90% of daily active users”; and (ii) Equity Investor’s assertion, in a Tweet dated May 17, 2022, that “20% fake/spam accounts, while 4 times what Twitter claims, could be much higher,” including without limitation all Documents in Your possession, or of which You are aware, that supported these claims.

REQUEST NO. 12.

All Documents and Communications relating to the effects or potential effects of changes in the price of Tesla, Inc. common stock, on (i) the Merger; (ii) the Debt Financing; (iii) the Equity Financing; (iv) the Financing Commitments;

and/or (v) Defendants' intentions with respect to closing and/or efforts to close the Merger.

REQUEST NO. 13.

All Documents and Communications concerning Equity Investor's (i) efforts to ensure that he had the financial capacity to pay and perform his obligations in respect of the Equity Financing, including without limitation those relating to the status of or expected timeline for such efforts; and (ii) intended or expected sources of cash to fund his obligations in respect of the Equity Financing.

REQUEST NO. 14.

All Documents and Communications concerning Defendants' purported termination of the Merger Agreement, including without limitation those related to (i) any consideration of whether and on what grounds to purport to terminate the Merger Agreement; (ii) any consideration of potentially renegotiating the Merger Agreement; (iii) all Documents and Communications related to the preparation of the June 6, 2022 Letter; and (iv) all Documents and Communications related to the preparation of the July 8, 2022 Letter.

REQUEST NO. 15.

All Documents and Communications concerning Defendants' contention in the July 8, 2022 Letter that Twitter is "likely to suffer a Company Material Adverse Effect," including without limitation any valuations, forecasts, projections,

estimates, or other analyses relating to whether Twitter is likely to suffer a Company Material Adverse Effect.

REQUEST NO. 16.

All forecasts, projections, estimates, or other analyses created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or on Your or their behalf, relating to Twitter's current or future performance, financial condition, or value, including without limitation any projections of Twitter's revenues, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses.

REQUEST NO. 17.

All Documents and Communications relating to any investment, involvement, potential investment, or potential involvement by Equity Investor, any affiliate of Equity Investor, You, any other one or more of the Lenders, the Co-Investors, and/or any other Person acting in concert with Equity Investor, either directly or indirectly, in any competitor to Twitter, whether or not such competitor is presently in existence.

REQUEST NO. 18.

All Documents and Communications concerning Equity Investor's strategic or business plans for Twitter, including without limitation (i) all Communications between You and Equity Investor, any one or more of Defendants' Advisors,

any other one or more of the Lenders, and/or the Co-Investors concerning any such plans; (ii) all drafts or iterations of any plans to address issues relating to false or spam accounts on the Twitter platform; (iii) all drafts or iterations of any plans relating to employee retention programs or incentives; and (iv) all drafts or iterations of any plans relating to potential changes to the size and/or composition of Twitter's workforce.

REQUEST NO. 19.

All Documents and Communications relating to the termination of Bob Swan and/or the cessation of Bob Swan's involvement on Defendants' behalf in connection with the Merger and the Debt Financing.

REQUEST NO. 20.

All Documents and Communications relating to the actual or potential engagement or involvement of Antonio Gracias to act on Defendants' behalf in connection with the Merger and the Debt Financing, including without limitation any summary or introductory information or briefing materials provided to him.

REQUEST NO. 21.

All Documents concerning Your policies regarding the retention or destruction of documents.



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

NOTICE OF SERVICE OF SUBPOENA DUCES TECUM

TO: Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
Mathew A. Golden (No. 6035)
POTTER ANDERSON &
CORROON LLP
1313 North Market Street
Hercules Plaza, 6th Floor
New York, NY 10019

William Savitt
Bradley R. Wilson
Sarah K. Eddy
Ryan A. McLeod (No. 5038)
Anitha Reddy
WACHTELL, LIPTON,
ROSEN & KATZ
51 West 52nd Street
New York, NY 10019

Edward M. Micheletti (No. 3794)
Lauren N. Rosenello (No. 5581)
SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
920 N. King Street
Wilmington, DE 19801

Alex Spiro
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QUINN EMANUEL URQUHART &
SULLIVAN, LLP
51 Madison Avenue, 22nd Floor
New York, NY 10010

*Attorneys for Defendants Elon R.
Musk, X Holdings I, Inc., and X
Holdings II, Inc*

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Brittany M. Giusini (No. 6034)
BALLARD SPAHR LLP
919 N Market St., 11th Floor
Wilmington, DE 19801
(302) 252-4465

Attorneys for Plaintiff Twitter, Inc.

PLEASE TAKE NOTICE that, pursuant to Court of Chancery Rule 45, Plaintiff Twitter, Inc., by and through the undersigned counsel, caused a Subpoena *Duces Tecum*, in the form attached hereto as Exhibit 1, to be served upon non-party BNP Paribas Securities Corp., c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801.

Dated: July 30, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 30, 2022, he caused the foregoing document to be served via File&Serve Xpress upon the following counsel admitted to practice in the State of Delaware and via e-mail upon all others:

Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
Mathew A. Golden (No. 6035)
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Musk, X Holdings I, Inc., and X
Holdings II, Inc*

David J. Margules (No. 2254)
Elizabeth A. Sloan (No. 5045)
Brittany M. Giusini (No. 6034)
BALLARD SPAHR LLP
919 N Market St., 11th Floor
Wilmington, DE 19801
(302) 252-4465

Attorneys for Plaintiff Twitter, Inc.

By: /s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

SUBPOENA DUCES TECUM

THE STATE OF DELAWARE

TO: BNP Paribas Securities Corp.
c/o The Corporation Trust Company
1209 Orange Street
Wilmington, DE 19801

YOU ARE HEREBY COMMANDED:

To produce and permit inspection and copying of designated documents, electronically stored information or tangible things in your possession, custody or control in accordance with the attached **Schedule A** within seven (7) days of service of this subpoena, given the expedited nature of the proceedings, at the offices of Kobre & Kim LLP, 600 North King Street, Suite 501, Wilmington, Delaware 19801, or such other location or date mutually agreeable amongst the parties or ordered by the Court.

This subpoena is issued pursuant to Court of Chancery Rule 45 of the State of Delaware. Court of Chancery Rules 45(c) and (d), copies of which are attached hereto, set forth the protections and duties with respect to this subpoena.

Dated: July 26, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham

Jacob R. Kirkham (#5768)
600 North King Street, Suite 501,
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Twitter, Inc.

Court of Chancery Rule 45(c) and (d):

(c) Protection of persons subject to subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and may impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated documents, electronically stored information, or tangible things or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court on behalf of which the subpoena was issued shall quash or modify the subpoena if it

(i) Fails to allow reasonable time for compliance;

- (ii) Requires disclosure of privileged or other protected matter and no exception or waiver applies; or
- (iii) Subjects a person to undue burden.

(B) If a subpoena

- (i) Requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) Requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court on behalf of which the subpoena was issued may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the Court may order appearance or production only upon specified conditions.

(d) Duty in responding to subpoena.

(1) If a subpoena does not specify a form for producing documents or electronically stored information, the person responding shall produce it in a form or forms in which it is ordinarily maintained, or in which it is reasonably usable. Absent a showing of good cause, the person responding need not produce the same documents or electronically stored information in more than one form. The person responding need not provide discovery of documents or electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On a motion to compel discovery or for a protective order, the person responding to a subpoena must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the Court nevertheless may order discovery from such sources if the requesting party shows good cause. The Court may specify the conditions for the discovery.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, electronically stored information, or tangible things not produced that is sufficient to enable the demanding party to contest the claim.

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

AFFIDAVIT OF SERVICE

I, Stephen Astringer, of Kobre & Kim LLP, hereby certify that, on July 26, 2022, Davis Polk & Wardwell LLP (“Davis Polk”) advised my firm that it represents BNP Paribas Securities Corp. in connection with the above-captioned litigation and agreed to accept service of a non-party subpoena by electronic mail on behalf of BNP Paribas Securities Corp. Thereafter, that same day, Kobre & Kim LLP served the following documents on Davis Polk by electronic mail:

1. The attached Subpoena *Duces Tecum*; and
2. Schedule A to that Subpoena.



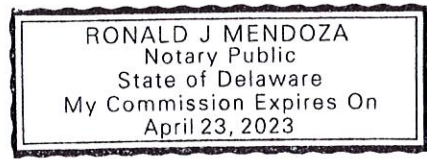
Stephen Astringer (#6375)
KOBRE & KIM LLP
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

Subscribed and sworn to before me
This 28 day of July, 2022.



Notary Public





SCHEDULE A

DEFINITIONS

As used in Schedule A, the following terms shall have the following meanings:

1. “Action” shall mean the above-captioned action.
2. “AH Capital Management L.L.C.” shall mean AH Capital Management L.L.C. and any of its divisions, subsidiaries, or affiliates.
3. “Antonio Gracias” shall mean the Antonio Gracias affiliated with Valor Equity Partners LP.
4. “April 13, 2022 Proposal” shall mean the letter from Equity Investor to Bret Taylor, attached as Exhibit B to Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 13, 2022.
5. “April 24, 2022 Offer” shall mean the letter from Equity Investor to Bret Taylor, dated April 24, 2022, attached as Exhibit G to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.
6. “Barclays” shall mean Barclays Capital Inc. and any of its divisions, subsidiaries, or affiliates.

7. “Bob Swan” shall mean the Bob Swan affiliated with AH Capital Management L.L.C.

8. “BofA Securities” shall mean Bank of America Corporation and/or BofA Securities, Inc. and any of their respective divisions, subsidiaries, or affiliates.

9. “Co-Investor Equity Commitments” shall mean the letter agreements with the Co-Investors.

10. “Co-Investors” shall mean any one or more actual or potential co-investors in the Equity Financing, including without limitation Lawrence Ellison; the Lawrence J. Ellison Revocable Trust; Binance; A.H. Capital Management, L.L.C.; Brookfield Asset Management Inc.; Qatar Holding LLC; Sequoia Capital Fund, L.P.; A.M. Management & Consulting; Aliya Capital Partners LLC; BAMCO, Inc.; DFJ Growth IV Partners, LLC; Fidelity Management & Research Company LLC; Honeycomb Asset Management LP; Key Wealth Advisors LLC; Litani Ventures; Strauss Capital LLC; Tresser Blvd 402 LLC (Cartenna); VyCapital; Witkoff Capital; and Prince Alwaleed bin Talal, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

11. “Communication” shall refer to the transmittal of information (in the form of facts, ideas, inquiries, queries, data, or otherwise) by any means of transmission, regardless of whether the transmittal was initiated or received by an individual or a system. Means of transmission include, but are not limited to, face-to-face conversations, postal or other physical mail, email, text message, instant message (such as iMessage, Slack, and Signal), social media messaging platforms (such as Twitter Direct Messages), voicemail, telephone, or facsimile.

12. “Complaint” shall mean the Verified Complaint, dated July 12, 2022, filed by Twitter against Defendants in this Action.

13. “Debt Financing” shall refer to any amounts contemplated to be borrowed by Defendants, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation the amounts set forth in (i) the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the margin loan commitment letter, dated April 20, 2022, attached as Exhibit D to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (iii) the debt commitment letter dated April 25, 2022, attached as Exhibit H to

Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022; and (iv) the Margin Loan Commitment.

14. “Defendants” shall mean individually and/or collectively, Elon R. Musk; X Holdings I, Inc. and any of its divisions, subsidiaries, or affiliates; and X Holdings II, Inc. and any of its divisions, subsidiaries, or affiliates, together with all other Persons acting or purporting to act on their behalf.

15. “Defendants’ Advisors” shall refer to any one or more of the following: Morgan Stanley; Jared Birchall; Excession LLC; Bob Swan; AH Capital Management, L.L.C.; Antonio Gracias; Valor Equity Partners LP; Kristina Salen; Patrick O’Malley; BofA Securities; Barclays; McDermott Will & Emery LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and Quinn Emanuel Urquhart & Sullivan, LLP, as well as any of Defendants’ other advisors, agents, attorneys, consultants, law firms, public relations firms, or other representatives, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

16. “Document” shall mean “document” as that term is defined and used in Court of Chancery Rules 26, 34, and 45 and shall have the broadest possible meaning permitted by law.

17. “Equity Financing” shall refer to any amounts contemplated to be invested by Equity Investor or others, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation (i) the equity financing commitment letter, dated April 20, 2022, attached as Exhibit E to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the equity financing commitment letter, dated April 25, 2022, filed as Exhibit J to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 26, 2022; (iii) the co-investor equity commitment letters referenced in Amendment No. 6 to Schedule 13D, filed by Equity Investor with the SEC on May 5, 2022; (iv) the equity commitment letter referenced in the Schedule 13D filed by HRH Prince Alwaleed Bin Talal Bin Abdulaziz Alsaud with the SEC on May 9, 2022; (v) the equity commitment side letter, dated May 11, 2022, and executed by, inter alia, Elon R. Musk; (vi) the equity commitment side letter, dated May 24, 2022, and executed by, inter alia, Elon R. Musk; and (vii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022.

18. “Equity Investor” shall mean Elon R. Musk.

19. “Excession LLC” shall mean Excession LLC and any of its divisions, subsidiaries, or affiliates.

20. “Financing Commitments” shall mean: (i) the debt commitment letter, dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022, together with any amendments thereto; (ii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022, together with any amendments thereto; (iii) the Co-Investor Equity Commitments; and (iv) any other commitments to lend or invest money to fund the transactions contemplated by the Merger Agreement.

21. “Jared Birchall” shall mean the Jared Birchall affiliated with Excession LLC.

22. “July 8, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated July 8, 2022, regarding the purported termination of the Merger Agreement.

23. “June 6, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated June 6, 2022, asserting that there had been a “material breach” of the Merger Agreement.

24. “Kristina Salen” shall mean the Kristina Salen who formerly served as Chief Financial Officer of World Wrestling Entertainment, Inc. and who is currently affiliated with Sirius XM Holdings, Inc.

25. “Lenders” shall mean any one or more actual or potential providers of the Debt Financing, including without limitation Morgan Stanley Senior Funding, Inc.; Bank of America, N.A.; BofA Securities, Inc.; Barclays Bank PLC; MUFG Bank, Ltd.; BNP Paribas; BNP Paribas Securities Corp.; Mizuho Bank, Ltd.; Societe Generale; Credit Suisse AG, Cayman Islands Branch; Citibank, N.A.; Deutsche Bank AG, London Branch; Royal Bank of Canada; and Canadian Imperial Bank of Commerce, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

26. “Limited Guarantee” shall mean the Limited Guarantee, dated as of April 25, 2022, provided by Elon R. Musk in favor of Twitter, Inc.

27. “Margin Loan Commitment” shall mean the margin loan commitment letter, dated April 25, 2022, attached as Exhibit I to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.

28. “Merger” shall mean the transactions contemplated by the Merger Agreement.

29. “Merger Agreement” shall mean the Agreement and Plan of Merger, dated April 25, 2022, between and among Elon R. Musk, X Holdings I, Inc., X Holdings II, Inc., and Twitter, Inc.

30. “Morgan Stanley” shall mean Morgan Stanley & Co. LLC and any of its divisions, subsidiaries, or affiliates.

31. “Patrick O’Malley” shall mean the Patrick O’Malley who formerly served as Chief Financial Officer of Avaya Holdings Corp. and who is currently affiliated with Magnolia Medical Technologies, Inc.

32. “Person” or “Persons” shall mean any individual, corporation, partnership, firm, association, government agency, or other organization recognizable at law, together with its agents, employees, and representatives.

33. “SEC” shall mean the U.S. Securities and Exchange Commission, together with any of its employees, attorneys, agents, or representatives, and all other Persons acting or purporting to act on its behalf.

34. “Tweet” shall mean a post made on the Twitter platform, including Retweets or replies.

35. “Twitter” shall mean Twitter, Inc. and any of its divisions, subsidiaries or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

36. “Valor Equity Partners LP” shall mean Valor Equity Partners LP and any of its divisions, subsidiaries, or affiliates.

37. The terms “You” or “Your” shall mean BNP Paribas Securities Corp. and/or any of BNP Paribas Securities Corp.’s divisions, subsidiaries, or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

38. The term “including” shall mean “including without limitation” or “including, but not limited to.”

39. The terms “and” and “all” shall each be construed either disjunctively or conjunctively to bring within the scope of the Requests all responses that might otherwise be construed as outside their scope.

40. The terms “any” and “each” shall each be construed as both “each” and “every” to bring within the scope of the Requests all responses which might otherwise be construed to be outside their scope.

41. The use of the singular form of any word shall include the plural and vice versa.

42. The terms “concerning,” “regarding,” “relating to,” and/or “related to” shall each be read and applied as interchangeable and shall each be construed in the broadest sense to mean referring to, describing, evidencing, memorializing, concerning, regarding, with regard to, relating to, referring to, pertaining to, containing, analyzing, evaluating, studying, recording, reflecting, reporting on, commenting on, reviewed in connection or in conjunction with, setting forth, contradicting, refuting, and considering, in whole or in part.

43. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Merger Agreement.

INSTRUCTIONS

The following instructions shall apply to the Document Requests contained herein.

1. These Requests require that You produce Documents in a manner that satisfies the requirements of Court of Chancery Rules 26, 34, and 45.

2. Unless otherwise specified, the time period covered by these Requests is January 1, 2022, through July 8, 2022.

3. These Requests are continuing and require supplementation pursuant to Court of Chancery Rules 26, 34, and 45.

4. A Request for a Document shall be deemed to include a request for any non-identical copies or drafts of the Document, as well as all transmittal sheets, cover letters, exhibits, enclosures, or attachments to the Document, in addition to the Document itself. Any Document described herein is to be produced in its original file folder, with all labels or similar markings intact, and with the name of the Person from whose file it was produced.

5. If it is not possible to produce any Document called for by a Request, or if any part of a Request is objected to, the reasons for the failure to produce the Documents or the objection should be stated specifically as to all grounds.

6. If a Document responsive to any Request is no longer in Your possession, custody, or control, give a description of the Document, state what disposition was made of the Document and the date of such disposition, and identify all Persons having knowledge of the Document's contents.

7. If any Document responsive to any Request has been destroyed, give a description of the Document, set forth the contents of the Document, the location of any copies of the Document, the date of the Document's destruction,

and the name of the Person who destroyed the Document or ordered or authorized its destruction.

8. If You claim any form of privilege or protection or other reason, whether based on statute or otherwise, as a ground for not producing requested Documents, furnish a list identifying each Document for which the privilege or protection is claimed, together with the following information: date; sender, recipients, and Persons to whom copies were furnished, together with their job titles; subject matter; and basis on which the Document is withheld consistent with the Court of Chancery Rules.

9. Requests are not intended to limit or modify other Requests and should not be interpreted as limiting or modifying other Requests.

10. If You contend that any Request is overly broad and/or unduly burdensome, identify all aspects of the Request that are overly broad or unduly burdensome and produce the Documents that are not subject to this contention.

11. If there are no Documents or Communications responsive to any particular Request or subpart thereof, You shall state so in writing.

12. For any responsive Documents or Communications stored in electronic format, including email and text messages, You will produce those Documents or Communications in searchable electronic format (e.g., single-

page .TIFF format with corresponding Document-level extracted text files and OCR text files, each named by the Bates number assigned to the first page) by secure electronic transmission (e.g. SFTP site) or on CD-ROMs, DVD-ROMs, portable or external hard drives, or other widely-used electronic or optical storage media. All images will be produced as single page .TIFF images, black and white, Group IV and 300 dpi with a Concordance Image (formerly Opticon) style .OPT load file. All color images will be provided in JPEG format where color images are necessary to understand the Document. All Microsoft Excel, PowerPoint, and similar spreadsheet or presentation files will be produced in native format. Furthermore, for all native files that are produced, a corresponding placeholder TIFF image will be produced that bears the same Bates assigned to the native file, has all associated metadata, and indicates that that the “File has been produced in native format.” All responsive electronic Documents and Communications will be produced with sufficient metadata to convey where these items begin and end (including attachments), the original file name, and the original timestamps and attributes. All metadata will be provided in a delimited data field (with file extension .DAT), delimited using the Concordance style delimiters, and including the following metadata fields: “BEGBATES”, “ENDBATES”, “BEGATTACH”, “ENDATTACH”, “FAMILY-DATE/TIME”, “Page Count”, “Custodian”, “ALL

CUSTODIANS”, “To”, “From”, “CC”, “BCC”, “Subject”, “Sent Date/Time”, “Author”, “Title”, “File Name”, “File Extension”, “Redacted”, “TextPath”, “NativePath”, “MD5HASH”, “Received Date/Time”, “File Size”, and “Confidentiality”.

13. None of the Definitions or Requests set forth herein shall be construed as an admission relating to the existence of any evidence, to the relevance or admissibility of any evidence, or to the truth or accuracy of any statement or characterization in the Definition or Request.

DOCUMENT REQUESTS

REQUEST NO. 1.

All Documents and Communications relating to the April 13, 2022 Proposal, the April 24, 2022 Offer, any other potential acquisition or other strategic transaction involving Twitter, the Merger, the Merger Agreement, the Limited Guarantee, the June 6, 2022 Letter, and/or the July 8, 2022 Letter, and any financing with respect to any of the foregoing or any transaction contemplated thereby (including but not limited to the Debt Financing, the Equity Financing, and/or the Financing Commitments), including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or any Co-Investor concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning these subjects; (iii) all Communications with any advisor, attorney, or other representative of any Co-Investor concerning these subjects; and (iv) all Communications with any advisor, attorney, or other representative of any advisor, attorney, and/or other representative of You or any other one or more of the Lenders concerning these subjects.

REQUEST NO. 2.

All Documents and Communications relating to efforts to syndicate and/or arrange, document, negotiate the terms of, or consummate the Debt Financing

and close the Merger, including those concerning the status of or expected timeline for such efforts. Documents responsive to this Request shall include, without limitation: (i) closing checklists (and drafts thereof) for any aspect of the Debt Financing; (ii) timelines (and drafts thereof) for the arrangement, negotiation, execution, and/or consummation of the Debt Financing; (iii) agendas, presentations, decks, and other materials (and drafts thereof) related to any organizational calls, lender meetings, drafting sessions, or due diligence sessions concerning the Debt Financing, and any notes, recordings, or transcriptions of any calls or meetings related to the Debt Financing; (iv) drafts of definitive agreements and ancillary and closing documents (and all schedules and exhibits thereto) related to the Debt Financing; (v) offering memoranda, confidential information memoranda, and lender presentations (and drafts thereof) related to the Debt Financing; and (vi) ratings agency presentations (and drafts thereof) related to the Debt Financing.

REQUEST NO. 3.

All Documents and Communications concerning (i) the reduction of the amount of the Margin Loan Commitment, including without limitation those relating to the reasons for reducing the amount of the Margin Loan Commitment; and (ii) the subsequent termination of the Margin Loan Commitment, including

without limitation those relating to the reasons for terminating the Margin Loan Commitment.

REQUEST NO. 4.

All Documents and Communications concerning any potential tender offer for some or all of Twitter's shares, including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; and (iii) all Documents and Communications relating to the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022.

REQUEST NO. 5.

All Documents and Communications concerning Defendants' requests or potential requests for information pursuant to Section 6.4 and/or Section 6.11 of the Merger Agreement and any information provided by Twitter, or on Twitter's behalf, in response to any such request for information, including without limitation (i) all Documents created by Defendants, any one or more of

Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (ii) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (iii) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to Twitter's API or "firehose" data provided to Defendants; (iv) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to any other information provided by Twitter, or on Twitter's behalf, in response to any information request by Defendants or on Defendants' behalf; and (v) all Documents and Communications concerning Equity Investor's Tweet, dated May 13, 2022, purporting to disclose information obtained from Twitter pursuant to an information request, as alleged in Paragraph 75 of the Complaint.

REQUEST NO. 6.

All Documents and Communications relating to any written or oral request made by You or any other one or more of the Lenders seeking information relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such information request.

REQUEST NO. 7.

All Documents and Communications relating to any written or oral response to an information request made by You and/or any other one or more of the Lenders relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such response.

REQUEST NO. 8.

All Documents and Communications concerning the number of false or spam accounts or bots on the Twitter platform and/or the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, including without limitation (i) all Documents and Communications related to any analyses, audits, or investigations performed or conducted by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (ii) all Documents and Communications related to any analyses, audits, or investigations that

Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered undertaking, or that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered having others undertake on Your or their behalf, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (iii) all Documents and Communications related to Defendants' decision to execute the Merger Agreement without further due diligence on these subjects; and (iv) all Documents and Communications concerning Your decision to commit to the Debt Financing without further due diligence on these subjects.

REQUEST NO. 9.

All Communications with any media representative or media outlet regarding the Merger, the Merger Agreement, the Debt Financing, the Equity Financing, the Financing Commitments, the number of false or spam accounts or bots on the Twitter platform, the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, the June 6, 2022 Letter, and/or the July 8, 2022 Letter. This Request includes, without limitation, all Communications made by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, with the author(s) (or any of their colleagues) of the enumerated articles or any

other stories, articles, media commentary, or the like concerning the subject matters listed in this Request.

REQUEST NO. 10.

All Documents and Communications concerning Equity Investor’s determination, as disclosed in Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022, that the April 13, 2022 Proposal was “no longer subject to financing as a result of the Reporting Person’s receipt of the financing commitments . . . and is no longer subject to business due diligence.”

REQUEST NO. 11.

All Documents and Communications concerning (i) Equity Investor’s assertion, in a Tweet dated May 15, 2022, that “[t]here is some chance” that the percentage of bots and/or false or spam accounts “might be over 90% of daily active users”; and (ii) Equity Investor’s assertion, in a Tweet dated May 17, 2022, that “20% fake/spam accounts, while 4 times what Twitter claims, could be much higher,” including without limitation all Documents in Your possession, or of which You are aware, that supported these claims.

REQUEST NO. 12.

All Documents and Communications relating to the effects or potential effects of changes in the price of Tesla, Inc. common stock, on (i) the Merger; (ii) the Debt Financing; (iii) the Equity Financing; (iv) the Financing Commitments;

and/or (v) Defendants' intentions with respect to closing and/or efforts to close the Merger.

REQUEST NO. 13.

All Documents and Communications concerning Equity Investor's (i) efforts to ensure that he had the financial capacity to pay and perform his obligations in respect of the Equity Financing, including without limitation those relating to the status of or expected timeline for such efforts; and (ii) intended or expected sources of cash to fund his obligations in respect of the Equity Financing.

REQUEST NO. 14.

All Documents and Communications concerning Defendants' purported termination of the Merger Agreement, including without limitation those related to (i) any consideration of whether and on what grounds to purport to terminate the Merger Agreement; (ii) any consideration of potentially renegotiating the Merger Agreement; (iii) all Documents and Communications related to the preparation of the June 6, 2022 Letter; and (iv) all Documents and Communications related to the preparation of the July 8, 2022 Letter.

REQUEST NO. 15.

All Documents and Communications concerning Defendants' contention in the July 8, 2022 Letter that Twitter is "likely to suffer a Company Material Adverse Effect," including without limitation any valuations, forecasts, projections,

estimates, or other analyses relating to whether Twitter is likely to suffer a Company Material Adverse Effect.

REQUEST NO. 16.

All forecasts, projections, estimates, or other analyses created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or on Your or their behalf, relating to Twitter's current or future performance, financial condition, or value, including without limitation any projections of Twitter's revenues, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses.

REQUEST NO. 17.

All Documents and Communications relating to any investment, involvement, potential investment, or potential involvement by Equity Investor, any affiliate of Equity Investor, You, any other one or more of the Lenders, the Co-Investors, and/or any other Person acting in concert with Equity Investor, either directly or indirectly, in any competitor to Twitter, whether or not such competitor is presently in existence.

REQUEST NO. 18.

All Documents and Communications concerning Equity Investor's strategic or business plans for Twitter, including without limitation (i) all Communications between You and Equity Investor, any one or more of Defendants' Advisors,

any other one or more of the Lenders, and/or the Co-Investors concerning any such plans; (ii) all drafts or iterations of any plans to address issues relating to false or spam accounts on the Twitter platform; (iii) all drafts or iterations of any plans relating to employee retention programs or incentives; and (iv) all drafts or iterations of any plans relating to potential changes to the size and/or composition of Twitter's workforce.

REQUEST NO. 19.

All Documents and Communications relating to the termination of Bob Swan and/or the cessation of Bob Swan's involvement on Defendants' behalf in connection with the Merger and the Debt Financing.

REQUEST NO. 20.

All Documents and Communications relating to the actual or potential engagement or involvement of Antonio Gracias to act on Defendants' behalf in connection with the Merger and the Debt Financing, including without limitation any summary or introductory information or briefing materials provided to him.

REQUEST NO. 21.

All Documents concerning Your policies regarding the retention or destruction of documents.



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

NOTICE OF SERVICE OF SUBPOENA DUCES TECUM

TO: Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
Mathew A. Golden (No. 6035)
POTTER ANDERSON &
CORROON LLP
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Hercules Plaza, 6th Floor
New York, NY 10019

William Savitt
Bradley R. Wilson
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Brittany M. Giusini (No. 6034)
BALLARD SPAHR LLP
919 N Market St., 11th Floor
Wilmington, DE 19801
(302) 252-4465

Attorneys for Plaintiff Twitter, Inc.

PLEASE TAKE NOTICE that, pursuant to Court of Chancery Rule 45, Plaintiff Twitter, Inc., by and through the undersigned counsel, caused a Subpoena *Duces Tecum*, in the form attached hereto as Exhibit 1, to be served upon non-party BNP Paribas USA, Inc., c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801.

Dated: July 30, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 30, 2022, he caused the foregoing document to be served via File&Serve Xpress upon the following counsel admitted to practice in the State of Delaware and via e-mail upon all others:

Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
Mathew A. Golden (No. 6035)
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*Attorneys for Defendants Elon R.
Musk, X Holdings I, Inc., and X
Holdings II, Inc*

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Elizabeth A. Sloan (No. 5045)
Brittany M. Giusini (No. 6034)
BALLARD SPAHR LLP
919 N Market St., 11th Floor
Wilmington, DE 19801
(302) 252-4465

Attorneys for Plaintiff Twitter, Inc.

By: /s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

SUBPOENA DUCES TECUM

THE STATE OF DELAWARE

TO: BNP Paribas USA, Inc.
c/o The Corporation Trust Company
1209 Orange Street
Wilmington, DE 19801

YOU ARE HEREBY COMMANDED:

To produce and permit inspection and copying of designated documents, electronically stored information or tangible things in your possession, custody or control in accordance with the attached **Schedule A** within seven (7) days of service of this subpoena, given the expedited nature of the proceedings, at the offices of Kobre & Kim LLP, 600 North King Street, Suite 501, Wilmington, Delaware 19801, or such other location or date mutually agreeable amongst the parties or ordered by the Court.

This subpoena is issued pursuant to Court of Chancery Rule 45 of the State of Delaware. Court of Chancery Rules 45(c) and (d), copies of which are attached hereto, set forth the protections and duties with respect to this subpoena.

Dated: July 26, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham

Jacob R. Kirkham (#5768)
600 North King Street, Suite 501,
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Twitter, Inc.

Court of Chancery Rule 45(c) and (d):

(c) Protection of persons subject to subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and may impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated documents, electronically stored information, or tangible things or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court on behalf of which the subpoena was issued shall quash or modify the subpoena if it

(i) Fails to allow reasonable time for compliance;

- (ii) Requires disclosure of privileged or other protected matter and no exception or waiver applies; or
- (iii) Subjects a person to undue burden.

(B) If a subpoena

- (i) Requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) Requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court on behalf of which the subpoena was issued may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the Court may order appearance or production only upon specified conditions.

(d) Duty in responding to subpoena.

(1) If a subpoena does not specify a form for producing documents or electronically stored information, the person responding shall produce it in a form or forms in which it is ordinarily maintained, or in which it is reasonably usable. Absent a showing of good cause, the person responding need not produce the same documents or electronically stored information in more than one form. The person responding need not provide discovery of documents or electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On a motion to compel discovery or for a protective order, the person responding to a subpoena must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the Court nevertheless may order discovery from such sources if the requesting party shows good cause. The Court may specify the conditions for the discovery.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, electronically stored information, or tangible things not produced that is sufficient to enable the demanding party to contest the claim.

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

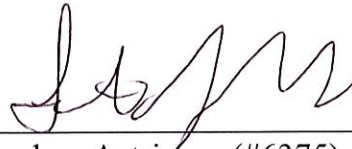
Defendants.

C.A. No. 2022-0613-KSJM

AFFIDAVIT OF SERVICE

I, Stephen Astringer, of Kobre & Kim LLP, hereby certify that, on July 26, 2022, Davis Polk & Wardwell LLP (“Davis Polk”) advised my firm that it represents BNP Paribas USA, Inc. in connection with the above-captioned litigation and agreed to accept service of a non-party subpoena by electronic mail on behalf of BNP Paribas USA, Inc. Thereafter, that same day, Kobre & Kim LLP served the following documents on Davis Polk by electronic mail:

1. The attached Subpoena *Duces Tecum*; and
2. Schedule A to that Subpoena.



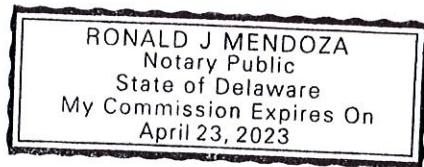
Stephen Astringer (#6375)
KOBRE & KIM LLP
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

Subscribed and sworn to before me
This 28 day of July, 2022.



Notary Public





SCHEDULE A

DEFINITIONS

As used in Schedule A, the following terms shall have the following meanings:

1. “Action” shall mean the above-captioned action.
2. “AH Capital Management L.L.C.” shall mean AH Capital Management L.L.C. and any of its divisions, subsidiaries, or affiliates.
3. “Antonio Gracias” shall mean the Antonio Gracias affiliated with Valor Equity Partners LP.
4. “April 13, 2022 Proposal” shall mean the letter from Equity Investor to Bret Taylor, attached as Exhibit B to Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 13, 2022.
5. “April 24, 2022 Offer” shall mean the letter from Equity Investor to Bret Taylor, dated April 24, 2022, attached as Exhibit G to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.
6. “Barclays” shall mean Barclays Capital Inc. and any of its divisions, subsidiaries, or affiliates.

7. “Bob Swan” shall mean the Bob Swan affiliated with AH Capital Management L.L.C.

8. “BofA Securities” shall mean Bank of America Corporation and/or BofA Securities, Inc. and any of their respective divisions, subsidiaries, or affiliates.

9. “Co-Investor Equity Commitments” shall mean the letter agreements with the Co-Investors.

10. “Co-Investors” shall mean any one or more actual or potential co-investors in the Equity Financing, including without limitation Lawrence Ellison; the Lawrence J. Ellison Revocable Trust; Binance; A.H. Capital Management, L.L.C.; Brookfield Asset Management Inc.; Qatar Holding LLC; Sequoia Capital Fund, L.P.; A.M. Management & Consulting; Aliya Capital Partners LLC; BAMCO, Inc.; DFJ Growth IV Partners, LLC; Fidelity Management & Research Company LLC; Honeycomb Asset Management LP; Key Wealth Advisors LLC; Litani Ventures; Strauss Capital LLC; Tresser Blvd 402 LLC (Cartenna); VyCapital; Witkoff Capital; and Prince Alwaleed bin Talal, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

11. “Communication” shall refer to the transmittal of information (in the form of facts, ideas, inquiries, queries, data, or otherwise) by any means of transmission, regardless of whether the transmittal was initiated or received by an individual or a system. Means of transmission include, but are not limited to, face-to-face conversations, postal or other physical mail, email, text message, instant message (such as iMessage, Slack, and Signal), social media messaging platforms (such as Twitter Direct Messages), voicemail, telephone, or facsimile.

12. “Complaint” shall mean the Verified Complaint, dated July 12, 2022, filed by Twitter against Defendants in this Action.

13. “Debt Financing” shall refer to any amounts contemplated to be borrowed by Defendants, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation the amounts set forth in (i) the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the margin loan commitment letter, dated April 20, 2022, attached as Exhibit D to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (iii) the debt commitment letter dated April 25, 2022, attached as Exhibit H to

Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022; and (iv) the Margin Loan Commitment.

14. “Defendants” shall mean individually and/or collectively, Elon R. Musk; X Holdings I, Inc. and any of its divisions, subsidiaries, or affiliates; and X Holdings II, Inc. and any of its divisions, subsidiaries, or affiliates, together with all other Persons acting or purporting to act on their behalf.

15. “Defendants’ Advisors” shall refer to any one or more of the following: Morgan Stanley; Jared Birchall; Excession LLC; Bob Swan; AH Capital Management, L.L.C.; Antonio Gracias; Valor Equity Partners LP; Kristina Salen; Patrick O’Malley; BofA Securities; Barclays; McDermott Will & Emery LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and Quinn Emanuel Urquhart & Sullivan, LLP, as well as any of Defendants’ other advisors, agents, attorneys, consultants, law firms, public relations firms, or other representatives, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

16. “Document” shall mean “document” as that term is defined and used in Court of Chancery Rules 26, 34, and 45 and shall have the broadest possible meaning permitted by law.

17. “Equity Financing” shall refer to any amounts contemplated to be invested by Equity Investor or others, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation (i) the equity financing commitment letter, dated April 20, 2022, attached as Exhibit E to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the equity financing commitment letter, dated April 25, 2022, filed as Exhibit J to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 26, 2022; (iii) the co-investor equity commitment letters referenced in Amendment No. 6 to Schedule 13D, filed by Equity Investor with the SEC on May 5, 2022; (iv) the equity commitment letter referenced in the Schedule 13D filed by HRH Prince Alwaleed Bin Talal Bin Abdulaziz Alsaud with the SEC on May 9, 2022; (v) the equity commitment side letter, dated May 11, 2022, and executed by, inter alia, Elon R. Musk; (vi) the equity commitment side letter, dated May 24, 2022, and executed by, inter alia, Elon R. Musk; and (vii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022.

18. “Equity Investor” shall mean Elon R. Musk.

19. “Excession LLC” shall mean Excession LLC and any of its divisions, subsidiaries, or affiliates.

20. “Financing Commitments” shall mean: (i) the debt commitment letter, dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022, together with any amendments thereto; (ii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022, together with any amendments thereto; (iii) the Co-Investor Equity Commitments; and (iv) any other commitments to lend or invest money to fund the transactions contemplated by the Merger Agreement.

21. “Jared Birchall” shall mean the Jared Birchall affiliated with Excession LLC.

22. “July 8, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated July 8, 2022, regarding the purported termination of the Merger Agreement.

23. “June 6, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated June 6, 2022, asserting that there had been a “material breach” of the Merger Agreement.

24. “Kristina Salen” shall mean the Kristina Salen who formerly served as Chief Financial Officer of World Wrestling Entertainment, Inc. and who is currently affiliated with Sirius XM Holdings, Inc.

25. “Lenders” shall mean any one or more actual or potential providers of the Debt Financing, including without limitation Morgan Stanley Senior Funding, Inc.; Bank of America, N.A.; BofA Securities, Inc.; Barclays Bank PLC; MUFG Bank, Ltd.; BNP Paribas; BNP Paribas Securities Corp.; Mizuho Bank, Ltd.; Societe Generale; Credit Suisse AG, Cayman Islands Branch; Citibank, N.A.; Deutsche Bank AG, London Branch; Royal Bank of Canada; and Canadian Imperial Bank of Commerce, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

26. “Limited Guarantee” shall mean the Limited Guarantee, dated as of April 25, 2022, provided by Elon R. Musk in favor of Twitter, Inc.

27. “Margin Loan Commitment” shall mean the margin loan commitment letter, dated April 25, 2022, attached as Exhibit I to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.

28. “Merger” shall mean the transactions contemplated by the Merger Agreement.

29. “Merger Agreement” shall mean the Agreement and Plan of Merger, dated April 25, 2022, between and among Elon R. Musk, X Holdings I, Inc., X Holdings II, Inc., and Twitter, Inc.

30. “Morgan Stanley” shall mean Morgan Stanley & Co. LLC and any of its divisions, subsidiaries, or affiliates.

31. “Patrick O’Malley” shall mean the Patrick O’Malley who formerly served as Chief Financial Officer of Avaya Holdings Corp. and who is currently affiliated with Magnolia Medical Technologies, Inc.

32. “Person” or “Persons” shall mean any individual, corporation, partnership, firm, association, government agency, or other organization recognizable at law, together with its agents, employees, and representatives.

33. “SEC” shall mean the U.S. Securities and Exchange Commission, together with any of its employees, attorneys, agents, or representatives, and all other Persons acting or purporting to act on its behalf.

34. “Tweet” shall mean a post made on the Twitter platform, including Retweets or replies.

35. “Twitter” shall mean Twitter, Inc. and any of its divisions, subsidiaries or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

36. “Valor Equity Partners LP” shall mean Valor Equity Partners LP and any of its divisions, subsidiaries, or affiliates.

37. The terms “You” or “Your” shall mean BNP Paribas USA, Inc. and/or any of BNP Paribas USA, Inc.’s divisions, subsidiaries, or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

38. The term “including” shall mean “including without limitation” or “including, but not limited to.”

39. The terms “and” and “all” shall each be construed either disjunctively or conjunctively to bring within the scope of the Requests all responses that might otherwise be construed as outside their scope.

40. The terms “any” and “each” shall each be construed as both “each” and “every” to bring within the scope of the Requests all responses which might otherwise be construed to be outside their scope.

41. The use of the singular form of any word shall include the plural and vice versa.

42. The terms “concerning,” “regarding,” “relating to,” and/or “related to” shall each be read and applied as interchangeable and shall each be construed in the broadest sense to mean referring to, describing, evidencing, memorializing, concerning, regarding, with regard to, relating to, referring to, pertaining to, containing, analyzing, evaluating, studying, recording, reflecting, reporting on, commenting on, reviewed in connection or in conjunction with, setting forth, contradicting, refuting, and considering, in whole or in part.

43. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Merger Agreement.

INSTRUCTIONS

The following instructions shall apply to the Document Requests contained herein.

1. These Requests require that You produce Documents in a manner that satisfies the requirements of Court of Chancery Rules 26, 34, and 45.

2. Unless otherwise specified, the time period covered by these Requests is January 1, 2022, through July 8, 2022.

3. These Requests are continuing and require supplementation pursuant to Court of Chancery Rules 26, 34, and 45.

4. A Request for a Document shall be deemed to include a request for any non-identical copies or drafts of the Document, as well as all transmittal sheets, cover letters, exhibits, enclosures, or attachments to the Document, in addition to the Document itself. Any Document described herein is to be produced in its original file folder, with all labels or similar markings intact, and with the name of the Person from whose file it was produced.

5. If it is not possible to produce any Document called for by a Request, or if any part of a Request is objected to, the reasons for the failure to produce the Documents or the objection should be stated specifically as to all grounds.

6. If a Document responsive to any Request is no longer in Your possession, custody, or control, give a description of the Document, state what disposition was made of the Document and the date of such disposition, and identify all Persons having knowledge of the Document's contents.

7. If any Document responsive to any Request has been destroyed, give a description of the Document, set forth the contents of the Document, the location of any copies of the Document, the date of the Document's destruction,

and the name of the Person who destroyed the Document or ordered or authorized its destruction.

8. If You claim any form of privilege or protection or other reason, whether based on statute or otherwise, as a ground for not producing requested Documents, furnish a list identifying each Document for which the privilege or protection is claimed, together with the following information: date; sender, recipients, and Persons to whom copies were furnished, together with their job titles; subject matter; and basis on which the Document is withheld consistent with the Court of Chancery Rules.

9. Requests are not intended to limit or modify other Requests and should not be interpreted as limiting or modifying other Requests.

10. If You contend that any Request is overly broad and/or unduly burdensome, identify all aspects of the Request that are overly broad or unduly burdensome and produce the Documents that are not subject to this contention.

11. If there are no Documents or Communications responsive to any particular Request or subpart thereof, You shall state so in writing.

12. For any responsive Documents or Communications stored in electronic format, including email and text messages, You will produce those Documents or Communications in searchable electronic format (e.g., single-

page .TIFF format with corresponding Document-level extracted text files and OCR text files, each named by the Bates number assigned to the first page) by secure electronic transmission (e.g. SFTP site) or on CD-ROMs, DVD-ROMs, portable or external hard drives, or other widely-used electronic or optical storage media. All images will be produced as single page .TIFF images, black and white, Group IV and 300 dpi with a Concordance Image (formerly Opticon) style .OPT load file. All color images will be provided in JPEG format where color images are necessary to understand the Document. All Microsoft Excel, PowerPoint, and similar spreadsheet or presentation files will be produced in native format. Furthermore, for all native files that are produced, a corresponding placeholder TIFF image will be produced that bears the same Bates assigned to the native file, has all associated metadata, and indicates that that the “File has been produced in native format.” All responsive electronic Documents and Communications will be produced with sufficient metadata to convey where these items begin and end (including attachments), the original file name, and the original timestamps and attributes. All metadata will be provided in a delimited data field (with file extension .DAT), delimited using the Concordance style delimiters, and including the following metadata fields: “BEGBATES”, “ENDBATES”, “BEGATTACH”, “ENDATTACH”, “FAMILY-DATE/TIME”, “Page Count”, “Custodian”, “ALL

CUSTODIANS”, “To”, “From”, “CC”, “BCC”, “Subject”, “Sent Date/Time”, “Author”, “Title”, “File Name”, “File Extension”, “Redacted”, “TextPath”, “NativePath”, “MD5HASH”, “Received Date/Time”, “File Size”, and “Confidentiality”.

13. None of the Definitions or Requests set forth herein shall be construed as an admission relating to the existence of any evidence, to the relevance or admissibility of any evidence, or to the truth or accuracy of any statement or characterization in the Definition or Request.

DOCUMENT REQUESTS

REQUEST NO. 1.

All Documents and Communications relating to the April 13, 2022 Proposal, the April 24, 2022 Offer, any other potential acquisition or other strategic transaction involving Twitter, the Merger, the Merger Agreement, the Limited Guarantee, the June 6, 2022 Letter, and/or the July 8, 2022 Letter, and any financing with respect to any of the foregoing or any transaction contemplated thereby (including but not limited to the Debt Financing, the Equity Financing, and/or the Financing Commitments), including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or any Co-Investor concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning these subjects; (iii) all Communications with any advisor, attorney, or other representative of any Co-Investor concerning these subjects; and (iv) all Communications with any advisor, attorney, or other representative of any advisor, attorney, and/or other representative of You or any other one or more of the Lenders concerning these subjects.

REQUEST NO. 2.

All Documents and Communications relating to efforts to syndicate and/or arrange, document, negotiate the terms of, or consummate the Debt Financing

and close the Merger, including those concerning the status of or expected timeline for such efforts. Documents responsive to this Request shall include, without limitation: (i) closing checklists (and drafts thereof) for any aspect of the Debt Financing; (ii) timelines (and drafts thereof) for the arrangement, negotiation, execution, and/or consummation of the Debt Financing; (iii) agendas, presentations, decks, and other materials (and drafts thereof) related to any organizational calls, lender meetings, drafting sessions, or due diligence sessions concerning the Debt Financing, and any notes, recordings, or transcriptions of any calls or meetings related to the Debt Financing; (iv) drafts of definitive agreements and ancillary and closing documents (and all schedules and exhibits thereto) related to the Debt Financing; (v) offering memoranda, confidential information memoranda, and lender presentations (and drafts thereof) related to the Debt Financing; and (vi) ratings agency presentations (and drafts thereof) related to the Debt Financing.

REQUEST NO. 3.

All Documents and Communications concerning (i) the reduction of the amount of the Margin Loan Commitment, including without limitation those relating to the reasons for reducing the amount of the Margin Loan Commitment; and (ii) the subsequent termination of the Margin Loan Commitment, including

without limitation those relating to the reasons for terminating the Margin Loan Commitment.

REQUEST NO. 4.

All Documents and Communications concerning any potential tender offer for some or all of Twitter's shares, including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; and (iii) all Documents and Communications relating to the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022.

REQUEST NO. 5.

All Documents and Communications concerning Defendants' requests or potential requests for information pursuant to Section 6.4 and/or Section 6.11 of the Merger Agreement and any information provided by Twitter, or on Twitter's behalf, in response to any such request for information, including without limitation (i) all Documents created by Defendants, any one or more of

Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (ii) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (iii) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to Twitter's API or "firehose" data provided to Defendants; (iv) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to any other information provided by Twitter, or on Twitter's behalf, in response to any information request by Defendants or on Defendants' behalf; and (v) all Documents and Communications concerning Equity Investor's Tweet, dated May 13, 2022, purporting to disclose information obtained from Twitter pursuant to an information request, as alleged in Paragraph 75 of the Complaint.

REQUEST NO. 6.

All Documents and Communications relating to any written or oral request made by You or any other one or more of the Lenders seeking information relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such information request.

REQUEST NO. 7.

All Documents and Communications relating to any written or oral response to an information request made by You and/or any other one or more of the Lenders relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such response.

REQUEST NO. 8.

All Documents and Communications concerning the number of false or spam accounts or bots on the Twitter platform and/or the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, including without limitation (i) all Documents and Communications related to any analyses, audits, or investigations performed or conducted by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (ii) all Documents and Communications related to any analyses, audits, or investigations that

Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered undertaking, or that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered having others undertake on Your or their behalf, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (iii) all Documents and Communications related to Defendants' decision to execute the Merger Agreement without further due diligence on these subjects; and (iv) all Documents and Communications concerning Your decision to commit to the Debt Financing without further due diligence on these subjects.

REQUEST NO. 9.

All Communications with any media representative or media outlet regarding the Merger, the Merger Agreement, the Debt Financing, the Equity Financing, the Financing Commitments, the number of false or spam accounts or bots on the Twitter platform, the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, the June 6, 2022 Letter, and/or the July 8, 2022 Letter. This Request includes, without limitation, all Communications made by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, with the author(s) (or any of their colleagues) of the enumerated articles or any

other stories, articles, media commentary, or the like concerning the subject matters listed in this Request.

REQUEST NO. 10.

All Documents and Communications concerning Equity Investor’s determination, as disclosed in Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022, that the April 13, 2022 Proposal was “no longer subject to financing as a result of the Reporting Person’s receipt of the financing commitments . . . and is no longer subject to business due diligence.”

REQUEST NO. 11.

All Documents and Communications concerning (i) Equity Investor’s assertion, in a Tweet dated May 15, 2022, that “[t]here is some chance” that the percentage of bots and/or false or spam accounts “might be over 90% of daily active users”; and (ii) Equity Investor’s assertion, in a Tweet dated May 17, 2022, that “20% fake/spam accounts, while 4 times what Twitter claims, could be much higher,” including without limitation all Documents in Your possession, or of which You are aware, that supported these claims.

REQUEST NO. 12.

All Documents and Communications relating to the effects or potential effects of changes in the price of Tesla, Inc. common stock, on (i) the Merger; (ii) the Debt Financing; (iii) the Equity Financing; (iv) the Financing Commitments;

and/or (v) Defendants' intentions with respect to closing and/or efforts to close the Merger.

REQUEST NO. 13.

All Documents and Communications concerning Equity Investor's (i) efforts to ensure that he had the financial capacity to pay and perform his obligations in respect of the Equity Financing, including without limitation those relating to the status of or expected timeline for such efforts; and (ii) intended or expected sources of cash to fund his obligations in respect of the Equity Financing.

REQUEST NO. 14.

All Documents and Communications concerning Defendants' purported termination of the Merger Agreement, including without limitation those related to (i) any consideration of whether and on what grounds to purport to terminate the Merger Agreement; (ii) any consideration of potentially renegotiating the Merger Agreement; (iii) all Documents and Communications related to the preparation of the June 6, 2022 Letter; and (iv) all Documents and Communications related to the preparation of the July 8, 2022 Letter.

REQUEST NO. 15.

All Documents and Communications concerning Defendants' contention in the July 8, 2022 Letter that Twitter is "likely to suffer a Company Material Adverse Effect," including without limitation any valuations, forecasts, projections,

estimates, or other analyses relating to whether Twitter is likely to suffer a Company Material Adverse Effect.

REQUEST NO. 16.

All forecasts, projections, estimates, or other analyses created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or on Your or their behalf, relating to Twitter's current or future performance, financial condition, or value, including without limitation any projections of Twitter's revenues, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses.

REQUEST NO. 17.

All Documents and Communications relating to any investment, involvement, potential investment, or potential involvement by Equity Investor, any affiliate of Equity Investor, You, any other one or more of the Lenders, the Co-Investors, and/or any other Person acting in concert with Equity Investor, either directly or indirectly, in any competitor to Twitter, whether or not such competitor is presently in existence.

REQUEST NO. 18.

All Documents and Communications concerning Equity Investor's strategic or business plans for Twitter, including without limitation (i) all Communications between You and Equity Investor, any one or more of Defendants' Advisors,

any other one or more of the Lenders, and/or the Co-Investors concerning any such plans; (ii) all drafts or iterations of any plans to address issues relating to false or spam accounts on the Twitter platform; (iii) all drafts or iterations of any plans relating to employee retention programs or incentives; and (iv) all drafts or iterations of any plans relating to potential changes to the size and/or composition of Twitter's workforce.

REQUEST NO. 19.

All Documents and Communications relating to the termination of Bob Swan and/or the cessation of Bob Swan's involvement on Defendants' behalf in connection with the Merger and the Debt Financing.

REQUEST NO. 20.

All Documents and Communications relating to the actual or potential engagement or involvement of Antonio Gracias to act on Defendants' behalf in connection with the Merger and the Debt Financing, including without limitation any summary or introductory information or briefing materials provided to him.

REQUEST NO. 21.

All Documents concerning Your policies regarding the retention or destruction of documents.



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

NOTICE OF SERVICE OF SUBPOENA DUCES TECUM

TO: Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
Mathew A. Golden (No. 6035)
POTTER ANDERSON &
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BALLARD SPAHR LLP
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Wilmington, Delaware 19801
(302) 252-4465
Wilmington, DE 19801

Attorneys for Plaintiff Twitter, Inc.

PLEASE TAKE NOTICE that, pursuant to Court of Chancery Rule 45, Plaintiff Twitter, Inc., by and through the undersigned counsel, caused a Subpoena *Duces Tecum*, in the form attached hereto as Exhibit 1, to be served upon non-party BofA Securities, Inc., c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801.

Dated: July 30, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 30, 2022, he caused the foregoing document to be served via File&Serve Xpress upon the following counsel admitted to practice in the State of Delaware and via e-mail upon all others:

Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
Mathew A. Golden (No. 6035)
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Musk, X Holdings I, Inc., and X
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Wilmington, Delaware 19801
(302) 252-4465
Wilmington, DE 19801

Attorneys for Plaintiff Twitter, Inc.

By: /s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

SUBPOENA DUCES TECUM

THE STATE OF DELAWARE

TO: BofA Securities, Inc.
c/o The Corporation Trust Company
1209 Orange Street
Wilmington, DE 19801

YOU ARE HEREBY COMMANDED:

To produce and permit inspection and copying of designated documents, electronically stored information or tangible things in your possession, custody or control in accordance with the attached **Schedule A** within seven (7) days of service of this subpoena, given the expedited nature of the proceedings, at the offices of Kobre & Kim LLP, 600 North King Street, Suite 501, Wilmington, Delaware 19801, or such other location or date mutually agreeable amongst the parties or ordered by the Court.

This subpoena is issued pursuant to Court of Chancery Rule 45 of the State of Delaware. Court of Chancery Rules 45(c) and (d), copies of which are attached hereto, set forth the protections and duties with respect to this subpoena.

Dated: July 26, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham

Jacob R. Kirkham (#5768)
600 North King Street, Suite 501,
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Twitter, Inc.

Court of Chancery Rule 45(c) and (d):

(c) Protection of persons subject to subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and may impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated documents, electronically stored information, or tangible things or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court on behalf of which the subpoena was issued shall quash or modify the subpoena if it

(i) Fails to allow reasonable time for compliance;

- (ii) Requires disclosure of privileged or other protected matter and no exception or waiver applies; or
- (iii) Subjects a person to undue burden.

(B) If a subpoena

- (i) Requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) Requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court on behalf of which the subpoena was issued may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the Court may order appearance or production only upon specified conditions.

(d) Duty in responding to subpoena.

(1) If a subpoena does not specify a form for producing documents or electronically stored information, the person responding shall produce it in a form or forms in which it is ordinarily maintained, or in which it is reasonably usable. Absent a showing of good cause, the person responding need not produce the same documents or electronically stored information in more than one form. The person responding need not provide discovery of documents or electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On a motion to compel discovery or for a protective order, the person responding to a subpoena must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the Court nevertheless may order discovery from such sources if the requesting party shows good cause. The Court may specify the conditions for the discovery.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, electronically stored information, or tangible things not produced that is sufficient to enable the demanding party to contest the claim.

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

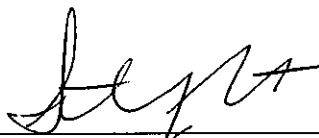
Defendants.

C.A. No. 2022-0613-KSJM

AFFIDAVIT OF SERVICE

I, Stephen Astringer, of Kobre & Kim LLP, hereby certify that, on July 26, 2022, Davis Polk & Wardwell LLP (“Davis Polk”) advised my firm that it represents BofA Securities, Inc. in connection with the above-captioned litigation and agreed to accept service of a non-party subpoena by electronic mail on behalf of BofA Securities, Inc. Thereafter, that same day, Kobre & Kim LLP served the following documents on Davis Polk by electronic mail:

1. The attached Subpoena *Duces Tecum*; and
2. Schedule A to that Subpoena.



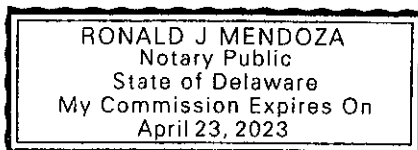
Stephen Astringer (#6375)
KOBRE & KIM LLP
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

Subscribed and sworn to before me
This 28 day of July, 2022.



Notary Public





SCHEDULE A

DEFINITIONS

As used in Schedule A, the following terms shall have the following meanings:

1. “Action” shall mean the above-captioned action.
2. “AH Capital Management L.L.C.” shall mean AH Capital Management L.L.C. and any of its divisions, subsidiaries, or affiliates.
3. “Antonio Gracias” shall mean the Antonio Gracias affiliated with Valor Equity Partners LP.
4. “April 13, 2022 Proposal” shall mean the letter from Equity Investor to Bret Taylor, attached as Exhibit B to Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 13, 2022.
5. “April 24, 2022 Offer” shall mean the letter from Equity Investor to Bret Taylor, dated April 24, 2022, attached as Exhibit G to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.
6. “Barclays” shall mean Barclays Capital Inc. and any of its divisions, subsidiaries, or affiliates.

7. “Bob Swan” shall mean the Bob Swan affiliated with AH Capital Management L.L.C.

8. “BofA Securities” shall mean Bank of America Corporation and/or BofA Securities, Inc. and any of their respective divisions, subsidiaries, or affiliates.

9. “Co-Investor Equity Commitments” shall mean the letter agreements with the Co-Investors.

10. “Co-Investors” shall mean any one or more actual or potential co-investors in the Equity Financing, including without limitation Lawrence Ellison; the Lawrence J. Ellison Revocable Trust; Binance; A.H. Capital Management, L.L.C.; Brookfield Asset Management Inc.; Qatar Holding LLC; Sequoia Capital Fund, L.P.; A.M. Management & Consulting; Aliya Capital Partners LLC; BAMCO, Inc.; DFJ Growth IV Partners, LLC; Fidelity Management & Research Company LLC; Honeycomb Asset Management LP; Key Wealth Advisors LLC; Litani Ventures; Strauss Capital LLC; Tresser Blvd 402 LLC (Cartenna); VyCapital; Witkoff Capital; and Prince Alwaleed bin Talal, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

11. “Communication” shall refer to the transmittal of information (in the form of facts, ideas, inquiries, queries, data, or otherwise) by any means of transmission, regardless of whether the transmittal was initiated or received by an individual or a system. Means of transmission include, but are not limited to, face-to-face conversations, postal or other physical mail, email, text message, instant message (such as iMessage, Slack, and Signal), social media messaging platforms (such as Twitter Direct Messages), voicemail, telephone, or facsimile.

12. “Complaint” shall mean the Verified Complaint, dated July 12, 2022, filed by Twitter against Defendants in this Action.

13. “Debt Financing” shall refer to any amounts contemplated to be borrowed by Defendants, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation the amounts set forth in (i) the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the margin loan commitment letter, dated April 20, 2022, attached as Exhibit D to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (iii) the debt commitment letter dated April 25, 2022, attached as Exhibit H to

Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022; and (iv) the Margin Loan Commitment.

14. “Defendants” shall mean individually and/or collectively, Elon R. Musk; X Holdings I, Inc. and any of its divisions, subsidiaries, or affiliates; and X Holdings II, Inc. and any of its divisions, subsidiaries, or affiliates, together with all other Persons acting or purporting to act on their behalf.

15. “Defendants’ Advisors” shall refer to any one or more of the following: Morgan Stanley; Jared Birchall; Excession LLC; Bob Swan; AH Capital Management, L.L.C.; Antonio Gracias; Valor Equity Partners LP; Kristina Salen; Patrick O’Malley; BofA Securities; Barclays; McDermott Will & Emery LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and Quinn Emanuel Urquhart & Sullivan, LLP, as well as any of Defendants’ other advisors, agents, attorneys, consultants, law firms, public relations firms, or other representatives, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

16. “Document” shall mean “document” as that term is defined and used in Court of Chancery Rules 26, 34, and 45 and shall have the broadest possible meaning permitted by law.

17. “Equity Financing” shall refer to any amounts contemplated to be invested by Equity Investor or others, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation (i) the equity financing commitment letter, dated April 20, 2022, attached as Exhibit E to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the equity financing commitment letter, dated April 25, 2022, filed as Exhibit J to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 26, 2022; (iii) the co-investor equity commitment letters referenced in Amendment No. 6 to Schedule 13D, filed by Equity Investor with the SEC on May 5, 2022; (iv) the equity commitment letter referenced in the Schedule 13D filed by HRH Prince Alwaleed Bin Talal Bin Abdulaziz Alsaud with the SEC on May 9, 2022; (v) the equity commitment side letter, dated May 11, 2022, and executed by, inter alia, Elon R. Musk; (vi) the equity commitment side letter, dated May 24, 2022, and executed by, inter alia, Elon R. Musk; and (vii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022.

18. “Equity Investor” shall mean Elon R. Musk.

19. “Excession LLC” shall mean Excession LLC and any of its divisions, subsidiaries, or affiliates.

20. “Financing Commitments” shall mean: (i) the debt commitment letter, dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022, together with any amendments thereto; (ii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022, together with any amendments thereto; (iii) the Co-Investor Equity Commitments; and (iv) any other commitments to lend or invest money to fund the transactions contemplated by the Merger Agreement.

21. “Jared Birchall” shall mean the Jared Birchall affiliated with Excession LLC.

22. “July 8, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated July 8, 2022, regarding the purported termination of the Merger Agreement.

23. “June 6, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated June 6, 2022, asserting that there had been a “material breach” of the Merger Agreement.

24. “Kristina Salen” shall mean the Kristina Salen who formerly served as Chief Financial Officer of World Wrestling Entertainment, Inc. and who is currently affiliated with Sirius XM Holdings, Inc.

25. “Lenders” shall mean any one or more actual or potential providers of the Debt Financing, including without limitation Morgan Stanley Senior Funding, Inc.; Bank of America, N.A.; BofA Securities, Inc.; Barclays Bank PLC; MUFG Bank, Ltd.; BNP Paribas; BNP Paribas Securities Corp.; Mizuho Bank, Ltd.; Societe Generale; Credit Suisse AG, Cayman Islands Branch; Citibank, N.A.; Deutsche Bank AG, London Branch; Royal Bank of Canada; and Canadian Imperial Bank of Commerce, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

26. “Limited Guarantee” shall mean the Limited Guarantee, dated as of April 25, 2022, provided by Elon R. Musk in favor of Twitter, Inc.

27. “Margin Loan Commitment” shall mean the margin loan commitment letter, dated April 25, 2022, attached as Exhibit I to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.

28. “Merger” shall mean the transactions contemplated by the Merger Agreement.

29. “Merger Agreement” shall mean the Agreement and Plan of Merger, dated April 25, 2022, between and among Elon R. Musk, X Holdings I, Inc., X Holdings II, Inc., and Twitter, Inc.

30. “Morgan Stanley” shall mean Morgan Stanley & Co. LLC and any of its divisions, subsidiaries, or affiliates.

31. “Patrick O’Malley” shall mean the Patrick O’Malley who formerly served as Chief Financial Officer of Avaya Holdings Corp. and who is currently affiliated with Magnolia Medical Technologies, Inc.

32. “Person” or “Persons” shall mean any individual, corporation, partnership, firm, association, government agency, or other organization recognizable at law, together with its agents, employees, and representatives.

33. “SEC” shall mean the U.S. Securities and Exchange Commission, together with any of its employees, attorneys, agents, or representatives, and all other Persons acting or purporting to act on its behalf.

34. “Tweet” shall mean a post made on the Twitter platform, including Retweets or replies.

35. “Twitter” shall mean Twitter, Inc. and any of its divisions, subsidiaries or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

36. “Valor Equity Partners LP” shall mean Valor Equity Partners LP and any of its divisions, subsidiaries, or affiliates.

37. The terms “You” or “Your” shall mean BofA Securities, Inc. and/or any of BofA Securities, Inc.’s divisions, subsidiaries, or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

38. The term “including” shall mean “including without limitation” or “including, but not limited to.”

39. The terms “and” and “all” shall each be construed either disjunctively or conjunctively to bring within the scope of the Requests all responses that might otherwise be construed as outside their scope.

40. The terms “any” and “each” shall each be construed as both “each” and “every” to bring within the scope of the Requests all responses which might otherwise be construed to be outside their scope.

41. The use of the singular form of any word shall include the plural and vice versa.

42. The terms “concerning,” “regarding,” “relating to,” and/or “related to” shall each be read and applied as interchangeable and shall each be construed in the broadest sense to mean referring to, describing, evidencing, memorializing, concerning, regarding, with regard to, relating to, referring to, pertaining to, containing, analyzing, evaluating, studying, recording, reflecting, reporting on, commenting on, reviewed in connection or in conjunction with, setting forth, contradicting, refuting, and considering, in whole or in part.

43. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Merger Agreement.

INSTRUCTIONS

The following instructions shall apply to the Document Requests contained herein.

1. These Requests require that You produce Documents in a manner that satisfies the requirements of Court of Chancery Rules 26, 34, and 45.

2. Unless otherwise specified, the time period covered by these Requests is January 1, 2022, through July 8, 2022.

3. These Requests are continuing and require supplementation pursuant to Court of Chancery Rules 26, 34, and 45.

4. A Request for a Document shall be deemed to include a request for any non-identical copies or drafts of the Document, as well as all transmittal sheets, cover letters, exhibits, enclosures, or attachments to the Document, in addition to the Document itself. Any Document described herein is to be produced in its original file folder, with all labels or similar markings intact, and with the name of the Person from whose file it was produced.

5. If it is not possible to produce any Document called for by a Request, or if any part of a Request is objected to, the reasons for the failure to produce the Documents or the objection should be stated specifically as to all grounds.

6. If a Document responsive to any Request is no longer in Your possession, custody, or control, give a description of the Document, state what disposition was made of the Document and the date of such disposition, and identify all Persons having knowledge of the Document's contents.

7. If any Document responsive to any Request has been destroyed, give a description of the Document, set forth the contents of the Document, the location of any copies of the Document, the date of the Document's destruction,

and the name of the Person who destroyed the Document or ordered or authorized its destruction.

8. If You claim any form of privilege or protection or other reason, whether based on statute or otherwise, as a ground for not producing requested Documents, furnish a list identifying each Document for which the privilege or protection is claimed, together with the following information: date; sender, recipients, and Persons to whom copies were furnished, together with their job titles; subject matter; and basis on which the Document is withheld consistent with the Court of Chancery Rules.

9. Requests are not intended to limit or modify other Requests and should not be interpreted as limiting or modifying other Requests.

10. If You contend that any Request is overly broad and/or unduly burdensome, identify all aspects of the Request that are overly broad or unduly burdensome and produce the Documents that are not subject to this contention.

11. If there are no Documents or Communications responsive to any particular Request or subpart thereof, You shall state so in writing.

12. For any responsive Documents or Communications stored in electronic format, including email and text messages, You will produce those Documents or Communications in searchable electronic format (e.g., single-

page .TIFF format with corresponding Document-level extracted text files and OCR text files, each named by the Bates number assigned to the first page) by secure electronic transmission (e.g. SFTP site) or on CD-ROMs, DVD-ROMs, portable or external hard drives, or other widely-used electronic or optical storage media. All images will be produced as single page .TIFF images, black and white, Group IV and 300 dpi with a Concordance Image (formerly Opticon) style .OPT load file. All color images will be provided in JPEG format where color images are necessary to understand the Document. All Microsoft Excel, PowerPoint, and similar spreadsheet or presentation files will be produced in native format. Furthermore, for all native files that are produced, a corresponding placeholder TIFF image will be produced that bears the same Bates assigned to the native file, has all associated metadata, and indicates that that the “File has been produced in native format.” All responsive electronic Documents and Communications will be produced with sufficient metadata to convey where these items begin and end (including attachments), the original file name, and the original timestamps and attributes. All metadata will be provided in a delimited data field (with file extension .DAT), delimited using the Concordance style delimiters, and including the following metadata fields: “BEGBATES”, “ENDBATES”, “BEGATTACH”, “ENDATTACH”, “FAMILY-DATE/TIME”, “Page Count”, “Custodian”, “ALL

CUSTODIANS”, “To”, “From”, “CC”, “BCC”, “Subject”, “Sent Date/Time”, “Author”, “Title”, “File Name”, “File Extension”, “Redacted”, “TextPath”, “NativePath”, “MD5HASH”, “Received Date/Time”, “File Size”, and “Confidentiality”.

13. None of the Definitions or Requests set forth herein shall be construed as an admission relating to the existence of any evidence, to the relevance or admissibility of any evidence, or to the truth or accuracy of any statement or characterization in the Definition or Request.

DOCUMENT REQUESTS

REQUEST NO. 1.

All Documents and Communications relating to the April 13, 2022 Proposal, the April 24, 2022 Offer, any other potential acquisition or other strategic transaction involving Twitter, the Merger, the Merger Agreement, the Limited Guarantee, the June 6, 2022 Letter, and/or the July 8, 2022 Letter, and any financing with respect to any of the foregoing or any transaction contemplated thereby (including but not limited to the Debt Financing, the Equity Financing, and/or the Financing Commitments), including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or any Co-Investor concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning these subjects; (iii) all Communications with any advisor, attorney, or other representative of any Co-Investor concerning these subjects; and (iv) all Communications with any advisor, attorney, or other representative of any advisor, attorney, and/or other representative of You or any other one or more of the Lenders concerning these subjects.

REQUEST NO. 2.

All Documents and Communications relating to efforts to syndicate and/or arrange, document, negotiate the terms of, or consummate the Debt Financing

and close the Merger, including those concerning the status of or expected timeline for such efforts. Documents responsive to this Request shall include, without limitation: (i) closing checklists (and drafts thereof) for any aspect of the Debt Financing; (ii) timelines (and drafts thereof) for the arrangement, negotiation, execution, and/or consummation of the Debt Financing; (iii) agendas, presentations, decks, and other materials (and drafts thereof) related to any organizational calls, lender meetings, drafting sessions, or due diligence sessions concerning the Debt Financing, and any notes, recordings, or transcriptions of any calls or meetings related to the Debt Financing; (iv) drafts of definitive agreements and ancillary and closing documents (and all schedules and exhibits thereto) related to the Debt Financing; (v) offering memoranda, confidential information memoranda, and lender presentations (and drafts thereof) related to the Debt Financing; and (vi) ratings agency presentations (and drafts thereof) related to the Debt Financing.

REQUEST NO. 3.

All Documents and Communications concerning (i) the reduction of the amount of the Margin Loan Commitment, including without limitation those relating to the reasons for reducing the amount of the Margin Loan Commitment; and (ii) the subsequent termination of the Margin Loan Commitment, including

without limitation those relating to the reasons for terminating the Margin Loan Commitment.

REQUEST NO. 4.

All Documents and Communications concerning any potential tender offer for some or all of Twitter's shares, including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; and (iii) all Documents and Communications relating to the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022.

REQUEST NO. 5.

All Documents and Communications concerning Defendants' requests or potential requests for information pursuant to Section 6.4 and/or Section 6.11 of the Merger Agreement and any information provided by Twitter, or on Twitter's behalf, in response to any such request for information, including without limitation (i) all Documents created by Defendants, any one or more of

Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (ii) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (iii) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to Twitter's API or "firehose" data provided to Defendants; (iv) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to any other information provided by Twitter, or on Twitter's behalf, in response to any information request by Defendants or on Defendants' behalf; and (v) all Documents and Communications concerning Equity Investor's Tweet, dated May 13, 2022, purporting to disclose information obtained from Twitter pursuant to an information request, as alleged in Paragraph 75 of the Complaint.

REQUEST NO. 6.

All Documents and Communications relating to any written or oral request made by You or any other one or more of the Lenders seeking information relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such information request.

REQUEST NO. 7.

All Documents and Communications relating to any written or oral response to an information request made by You and/or any other one or more of the Lenders relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such response.

REQUEST NO. 8.

All Documents and Communications concerning the number of false or spam accounts or bots on the Twitter platform and/or the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, including without limitation (i) all Documents and Communications related to any analyses, audits, or investigations performed or conducted by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (ii) all Documents and Communications related to any analyses, audits, or investigations that

Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered undertaking, or that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered having others undertake on Your or their behalf, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (iii) all Documents and Communications related to Defendants' decision to execute the Merger Agreement without further due diligence on these subjects; and (iv) all Documents and Communications concerning Your decision to commit to the Debt Financing without further due diligence on these subjects.

REQUEST NO. 9.

All Communications with any media representative or media outlet regarding the Merger, the Merger Agreement, the Debt Financing, the Equity Financing, the Financing Commitments, the number of false or spam accounts or bots on the Twitter platform, the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, the June 6, 2022 Letter, and/or the July 8, 2022 Letter. This Request includes, without limitation, all Communications made by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, with the author(s) (or any of their colleagues) of the enumerated articles or any

other stories, articles, media commentary, or the like concerning the subject matters listed in this Request.

REQUEST NO. 10.

All Documents and Communications concerning Equity Investor’s determination, as disclosed in Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022, that the April 13, 2022 Proposal was “no longer subject to financing as a result of the Reporting Person’s receipt of the financing commitments . . . and is no longer subject to business due diligence.”

REQUEST NO. 11.

All Documents and Communications concerning (i) Equity Investor’s assertion, in a Tweet dated May 15, 2022, that “[t]here is some chance” that the percentage of bots and/or false or spam accounts “might be over 90% of daily active users”; and (ii) Equity Investor’s assertion, in a Tweet dated May 17, 2022, that “20% fake/spam accounts, while 4 times what Twitter claims, could be much higher,” including without limitation all Documents in Your possession, or of which You are aware, that supported these claims.

REQUEST NO. 12.

All Documents and Communications relating to the effects or potential effects of changes in the price of Tesla, Inc. common stock, on (i) the Merger; (ii) the Debt Financing; (iii) the Equity Financing; (iv) the Financing Commitments;

and/or (v) Defendants' intentions with respect to closing and/or efforts to close the Merger.

REQUEST NO. 13.

All Documents and Communications concerning Equity Investor's (i) efforts to ensure that he had the financial capacity to pay and perform his obligations in respect of the Equity Financing, including without limitation those relating to the status of or expected timeline for such efforts; and (ii) intended or expected sources of cash to fund his obligations in respect of the Equity Financing.

REQUEST NO. 14.

All Documents and Communications concerning Defendants' purported termination of the Merger Agreement, including without limitation those related to (i) any consideration of whether and on what grounds to purport to terminate the Merger Agreement; (ii) any consideration of potentially renegotiating the Merger Agreement; (iii) all Documents and Communications related to the preparation of the June 6, 2022 Letter; and (iv) all Documents and Communications related to the preparation of the July 8, 2022 Letter.

REQUEST NO. 15.

All Documents and Communications concerning Defendants' contention in the July 8, 2022 Letter that Twitter is "likely to suffer a Company Material Adverse Effect," including without limitation any valuations, forecasts, projections,

estimates, or other analyses relating to whether Twitter is likely to suffer a Company Material Adverse Effect.

REQUEST NO. 16.

All forecasts, projections, estimates, or other analyses created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or on Your or their behalf, relating to Twitter's current or future performance, financial condition, or value, including without limitation any projections of Twitter's revenues, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses.

REQUEST NO. 17.

All Documents and Communications relating to any investment, involvement, potential investment, or potential involvement by Equity Investor, any affiliate of Equity Investor, You, any other one or more of the Lenders, the Co-Investors, and/or any other Person acting in concert with Equity Investor, either directly or indirectly, in any competitor to Twitter, whether or not such competitor is presently in existence.

REQUEST NO. 18.

All Documents and Communications concerning Equity Investor's strategic or business plans for Twitter, including without limitation (i) all Communications between You and Equity Investor, any one or more of Defendants' Advisors,

any other one or more of the Lenders, and/or the Co-Investors concerning any such plans; (ii) all drafts or iterations of any plans to address issues relating to false or spam accounts on the Twitter platform; (iii) all drafts or iterations of any plans relating to employee retention programs or incentives; and (iv) all drafts or iterations of any plans relating to potential changes to the size and/or composition of Twitter's workforce.

REQUEST NO. 19.

All Documents and Communications relating to the termination of Bob Swan and/or the cessation of Bob Swan's involvement on Defendants' behalf in connection with the Merger and the Debt Financing.

REQUEST NO. 20.

All Documents and Communications relating to the actual or potential engagement or involvement of Antonio Gracias to act on Defendants' behalf in connection with the Merger and the Debt Financing, including without limitation any summary or introductory information or briefing materials provided to him.

REQUEST NO. 21.

All Documents concerning Your policies regarding the retention or destruction of documents.



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

NOTICE OF SERVICE OF SUBPOENA DUCES TECUM

TO: Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
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Wilmington, DE 19801

Attorneys for Plaintiff Twitter, Inc.

PLEASE TAKE NOTICE that, pursuant to Court of Chancery Rule 45, Plaintiff Twitter, Inc., by and through the undersigned counsel, caused a Subpoena *Duces Tecum*, in the form attached hereto as Exhibit 1, to be served upon non-party CIBC Capital Corporation, c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

Dated: July 30, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 30, 2022, he caused the foregoing document to be served via File&Serve Xpress upon the following counsel admitted to practice in the State of Delaware and via e-mail upon all others:

Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
Mathew A. Golden (No. 6035)
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Wilmington, DE 19801

Attorneys for Plaintiff Twitter, Inc.

By: /s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

SUBPOENA DUCES TECUM

THE STATE OF DELAWARE

TO: CIBC Capital Corporation
c/o Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

YOU ARE HEREBY COMMANDED:

To produce and permit inspection and copying of designated documents, electronically stored information or tangible things in your possession, custody or control in accordance with the attached **Schedule A** within seven (7) days of service of this subpoena, given the expedited nature of the proceedings, at the offices of Kobre & Kim LLP, 600 North King Street, Suite 501, Wilmington, Delaware 19801, or such other location or date mutually agreeable amongst the parties or ordered by the Court.

This subpoena is issued pursuant to Court of Chancery Rule 45 of the State of Delaware. Court of Chancery Rules 45(c) and (d), copies of which are attached hereto, set forth the protections and duties with respect to this subpoena.

Dated: July 26, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham

Jacob R. Kirkham (#5768)
600 North King Street, Suite 501,
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Twitter, Inc.

Court of Chancery Rule 45(c) and (d):

(c) Protection of persons subject to subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and may impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated documents, electronically stored information, or tangible things or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court on behalf of which the subpoena was issued shall quash or modify the subpoena if it

(i) Fails to allow reasonable time for compliance;

- (ii) Requires disclosure of privileged or other protected matter and no exception or waiver applies; or
- (iii) Subjects a person to undue burden.

(B) If a subpoena

- (i) Requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) Requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court on behalf of which the subpoena was issued may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the Court may order appearance or production only upon specified conditions.

(d) Duty in responding to subpoena.

(1) If a subpoena does not specify a form for producing documents or electronically stored information, the person responding shall produce it in a form or forms in which it is ordinarily maintained, or in which it is reasonably usable. Absent a showing of good cause, the person responding need not produce the same documents or electronically stored information in more than one form. The person responding need not provide discovery of documents or electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On a motion to compel discovery or for a protective order, the person responding to a subpoena must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the Court nevertheless may order discovery from such sources if the requesting party shows good cause. The Court may specify the conditions for the discovery.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, electronically stored information, or tangible things not produced that is sufficient to enable the demanding party to contest the claim.

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

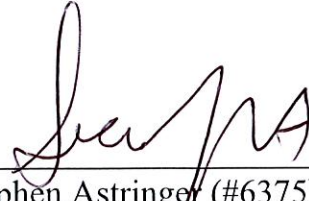
Defendants.

C.A. No. 2022-0613-KSJM

AFFIDAVIT OF SERVICE

I, Stephen Astringer, of Kobre & Kim LLP, hereby certify that, on July 26, 2022, Davis Polk & Wardwell LLP (“Davis Polk”) advised my firm that it represents CIBC Capital Corporation in connection with the above-captioned litigation and agreed to accept service of a non-party subpoena by electronic mail on behalf of CIBC Capital Corporation. Thereafter, that same day, Kobre & Kim LLP served the following documents on Davis Polk by electronic mail:

1. The attached Subpoena *Duces Tecum*; and
2. Schedule A to that Subpoena.



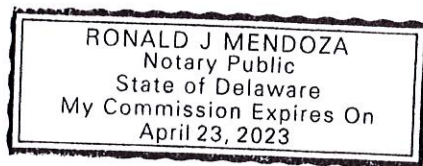
Stephen Astringer (#6375)
KOBRE & KIM LLP
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

Subscribed and sworn to before me
This 28 day of July, 2022.



Notary Public





SCHEDULE A

DEFINITIONS

As used in Schedule A, the following terms shall have the following meanings:

1. “Action” shall mean the above-captioned action.
2. “AH Capital Management L.L.C.” shall mean AH Capital Management L.L.C. and any of its divisions, subsidiaries, or affiliates.
3. “Antonio Gracias” shall mean the Antonio Gracias affiliated with Valor Equity Partners LP.
4. “April 13, 2022 Proposal” shall mean the letter from Equity Investor to Bret Taylor, attached as Exhibit B to Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 13, 2022.
5. “April 24, 2022 Offer” shall mean the letter from Equity Investor to Bret Taylor, dated April 24, 2022, attached as Exhibit G to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.
6. “Barclays” shall mean Barclays Capital Inc. and any of its divisions, subsidiaries, or affiliates.

7. “Bob Swan” shall mean the Bob Swan affiliated with AH Capital Management L.L.C.

8. “BofA Securities” shall mean Bank of America Corporation and/or BofA Securities, Inc. and any of their respective divisions, subsidiaries, or affiliates.

9. “Co-Investor Equity Commitments” shall mean the letter agreements with the Co-Investors.

10. “Co-Investors” shall mean any one or more actual or potential co-investors in the Equity Financing, including without limitation Lawrence Ellison; the Lawrence J. Ellison Revocable Trust; Binance; A.H. Capital Management, L.L.C.; Brookfield Asset Management Inc.; Qatar Holding LLC; Sequoia Capital Fund, L.P.; A.M. Management & Consulting; Aliya Capital Partners LLC; BAMCO, Inc.; DFJ Growth IV Partners, LLC; Fidelity Management & Research Company LLC; Honeycomb Asset Management LP; Key Wealth Advisors LLC; Litani Ventures; Strauss Capital LLC; Tresser Blvd 402 LLC (Cartenna); VyCapital; Witkoff Capital; and Prince Alwaleed bin Talal, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

11. “Communication” shall refer to the transmittal of information (in the form of facts, ideas, inquiries, queries, data, or otherwise) by any means of transmission, regardless of whether the transmittal was initiated or received by an individual or a system. Means of transmission include, but are not limited to, face-to-face conversations, postal or other physical mail, email, text message, instant message (such as iMessage, Slack, and Signal), social media messaging platforms (such as Twitter Direct Messages), voicemail, telephone, or facsimile.

12. “Complaint” shall mean the Verified Complaint, dated July 12, 2022, filed by Twitter against Defendants in this Action.

13. “Debt Financing” shall refer to any amounts contemplated to be borrowed by Defendants, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation the amounts set forth in (i) the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the margin loan commitment letter, dated April 20, 2022, attached as Exhibit D to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (iii) the debt commitment letter dated April 25, 2022, attached as Exhibit H to

Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022; and (iv) the Margin Loan Commitment.

14. “Defendants” shall mean individually and/or collectively, Elon R. Musk; X Holdings I, Inc. and any of its divisions, subsidiaries, or affiliates; and X Holdings II, Inc. and any of its divisions, subsidiaries, or affiliates, together with all other Persons acting or purporting to act on their behalf.

15. “Defendants’ Advisors” shall refer to any one or more of the following: Morgan Stanley; Jared Birchall; Excession LLC; Bob Swan; AH Capital Management, L.L.C.; Antonio Gracias; Valor Equity Partners LP; Kristina Salen; Patrick O’Malley; BofA Securities; Barclays; McDermott Will & Emery LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and Quinn Emanuel Urquhart & Sullivan, LLP, as well as any of Defendants’ other advisors, agents, attorneys, consultants, law firms, public relations firms, or other representatives, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

16. “Document” shall mean “document” as that term is defined and used in Court of Chancery Rules 26, 34, and 45 and shall have the broadest possible meaning permitted by law.

17. “Equity Financing” shall refer to any amounts contemplated to be invested by Equity Investor or others, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation (i) the equity financing commitment letter, dated April 20, 2022, attached as Exhibit E to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the equity financing commitment letter, dated April 25, 2022, filed as Exhibit J to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 26, 2022; (iii) the co-investor equity commitment letters referenced in Amendment No. 6 to Schedule 13D, filed by Equity Investor with the SEC on May 5, 2022; (iv) the equity commitment letter referenced in the Schedule 13D filed by HRH Prince Alwaleed Bin Talal Bin Abdulaziz Alsaud with the SEC on May 9, 2022; (v) the equity commitment side letter, dated May 11, 2022, and executed by, inter alia, Elon R. Musk; (vi) the equity commitment side letter, dated May 24, 2022, and executed by, inter alia, Elon R. Musk; and (vii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022.

18. “Equity Investor” shall mean Elon R. Musk.

19. “Excession LLC” shall mean Excession LLC and any of its divisions, subsidiaries, or affiliates.

20. “Financing Commitments” shall mean: (i) the debt commitment letter, dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022, together with any amendments thereto; (ii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022, together with any amendments thereto; (iii) the Co-Investor Equity Commitments; and (iv) any other commitments to lend or invest money to fund the transactions contemplated by the Merger Agreement.

21. “Jared Birchall” shall mean the Jared Birchall affiliated with Excession LLC.

22. “July 8, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated July 8, 2022, regarding the purported termination of the Merger Agreement.

23. “June 6, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated June 6, 2022, asserting that there had been a “material breach” of the Merger Agreement.

24. “Kristina Salen” shall mean the Kristina Salen who formerly served as Chief Financial Officer of World Wrestling Entertainment, Inc. and who is currently affiliated with Sirius XM Holdings, Inc.

25. “Lenders” shall mean any one or more actual or potential providers of the Debt Financing, including without limitation Morgan Stanley Senior Funding, Inc.; Bank of America, N.A.; BofA Securities, Inc.; Barclays Bank PLC; MUFG Bank, Ltd.; BNP Paribas; BNP Paribas Securities Corp.; Mizuho Bank, Ltd.; Societe Generale; Credit Suisse AG, Cayman Islands Branch; Citibank, N.A.; Deutsche Bank AG, London Branch; Royal Bank of Canada; and Canadian Imperial Bank of Commerce, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

26. “Limited Guarantee” shall mean the Limited Guarantee, dated as of April 25, 2022, provided by Elon R. Musk in favor of Twitter, Inc.

27. “Margin Loan Commitment” shall mean the margin loan commitment letter, dated April 25, 2022, attached as Exhibit I to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.

28. “Merger” shall mean the transactions contemplated by the Merger Agreement.

29. “Merger Agreement” shall mean the Agreement and Plan of Merger, dated April 25, 2022, between and among Elon R. Musk, X Holdings I, Inc., X Holdings II, Inc., and Twitter, Inc.

30. “Morgan Stanley” shall mean Morgan Stanley & Co. LLC and any of its divisions, subsidiaries, or affiliates.

31. “Patrick O’Malley” shall mean the Patrick O’Malley who formerly served as Chief Financial Officer of Avaya Holdings Corp. and who is currently affiliated with Magnolia Medical Technologies, Inc.

32. “Person” or “Persons” shall mean any individual, corporation, partnership, firm, association, government agency, or other organization recognizable at law, together with its agents, employees, and representatives.

33. “SEC” shall mean the U.S. Securities and Exchange Commission, together with any of its employees, attorneys, agents, or representatives, and all other Persons acting or purporting to act on its behalf.

34. “Tweet” shall mean a post made on the Twitter platform, including Retweets or replies.

35. “Twitter” shall mean Twitter, Inc. and any of its divisions, subsidiaries or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

36. “Valor Equity Partners LP” shall mean Valor Equity Partners LP and any of its divisions, subsidiaries, or affiliates.

37. The terms “You” or “Your” shall mean CIBC Capital Corporation and/or any of CIBC Capital Corporation’s divisions, subsidiaries, or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

38. The term “including” shall mean “including without limitation” or “including, but not limited to.”

39. The terms “and” and “all” shall each be construed either disjunctively or conjunctively to bring within the scope of the Requests all responses that might otherwise be construed as outside their scope.

40. The terms “any” and “each” shall each be construed as both “each” and “every” to bring within the scope of the Requests all responses which might otherwise be construed to be outside their scope.

41. The use of the singular form of any word shall include the plural and vice versa.

42. The terms “concerning,” “regarding,” “relating to,” and/or “related to” shall each be read and applied as interchangeable and shall each be construed in the broadest sense to mean referring to, describing, evidencing, memorializing, concerning, regarding, with regard to, relating to, referring to, pertaining to, containing, analyzing, evaluating, studying, recording, reflecting, reporting on, commenting on, reviewed in connection or in conjunction with, setting forth, contradicting, refuting, and considering, in whole or in part.

43. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Merger Agreement.

INSTRUCTIONS

The following instructions shall apply to the Document Requests contained herein.

1. These Requests require that You produce Documents in a manner that satisfies the requirements of Court of Chancery Rules 26, 34, and 45.

2. Unless otherwise specified, the time period covered by these Requests is January 1, 2022, through July 8, 2022.

3. These Requests are continuing and require supplementation pursuant to Court of Chancery Rules 26, 34, and 45.

4. A Request for a Document shall be deemed to include a request for any non-identical copies or drafts of the Document, as well as all transmittal sheets, cover letters, exhibits, enclosures, or attachments to the Document, in addition to the Document itself. Any Document described herein is to be produced in its original file folder, with all labels or similar markings intact, and with the name of the Person from whose file it was produced.

5. If it is not possible to produce any Document called for by a Request, or if any part of a Request is objected to, the reasons for the failure to produce the Documents or the objection should be stated specifically as to all grounds.

6. If a Document responsive to any Request is no longer in Your possession, custody, or control, give a description of the Document, state what disposition was made of the Document and the date of such disposition, and identify all Persons having knowledge of the Document's contents.

7. If any Document responsive to any Request has been destroyed, give a description of the Document, set forth the contents of the Document, the location of any copies of the Document, the date of the Document's destruction,

and the name of the Person who destroyed the Document or ordered or authorized its destruction.

8. If You claim any form of privilege or protection or other reason, whether based on statute or otherwise, as a ground for not producing requested Documents, furnish a list identifying each Document for which the privilege or protection is claimed, together with the following information: date; sender, recipients, and Persons to whom copies were furnished, together with their job titles; subject matter; and basis on which the Document is withheld consistent with the Court of Chancery Rules.

9. Requests are not intended to limit or modify other Requests and should not be interpreted as limiting or modifying other Requests.

10. If You contend that any Request is overly broad and/or unduly burdensome, identify all aspects of the Request that are overly broad or unduly burdensome and produce the Documents that are not subject to this contention.

11. If there are no Documents or Communications responsive to any particular Request or subpart thereof, You shall state so in writing.

12. For any responsive Documents or Communications stored in electronic format, including email and text messages, You will produce those Documents or Communications in searchable electronic format (e.g., single-

page .TIFF format with corresponding Document-level extracted text files and OCR text files, each named by the Bates number assigned to the first page) by secure electronic transmission (e.g. SFTP site) or on CD-ROMs, DVD-ROMs, portable or external hard drives, or other widely-used electronic or optical storage media. All images will be produced as single page .TIFF images, black and white, Group IV and 300 dpi with a Concordance Image (formerly Opticon) style .OPT load file. All color images will be provided in JPEG format where color images are necessary to understand the Document. All Microsoft Excel, PowerPoint, and similar spreadsheet or presentation files will be produced in native format. Furthermore, for all native files that are produced, a corresponding placeholder TIFF image will be produced that bears the same Bates assigned to the native file, has all associated metadata, and indicates that that the “File has been produced in native format.” All responsive electronic Documents and Communications will be produced with sufficient metadata to convey where these items begin and end (including attachments), the original file name, and the original timestamps and attributes. All metadata will be provided in a delimited data field (with file extension .DAT), delimited using the Concordance style delimiters, and including the following metadata fields: “BEGBATES”, “ENDBATES”, “BEGATTACH”, “ENDATTACH”, “FAMILY-DATE/TIME”, “Page Count”, “Custodian”, “ALL

CUSTODIANS”, “To”, “From”, “CC”, “BCC”, “Subject”, “Sent Date/Time”, “Author”, “Title”, “File Name”, “File Extension”, “Redacted”, “TextPath”, “NativePath”, “MD5HASH”, “Received Date/Time”, “File Size”, and “Confidentiality”.

13. None of the Definitions or Requests set forth herein shall be construed as an admission relating to the existence of any evidence, to the relevance or admissibility of any evidence, or to the truth or accuracy of any statement or characterization in the Definition or Request.

DOCUMENT REQUESTS

REQUEST NO. 1.

All Documents and Communications relating to the April 13, 2022 Proposal, the April 24, 2022 Offer, any other potential acquisition or other strategic transaction involving Twitter, the Merger, the Merger Agreement, the Limited Guarantee, the June 6, 2022 Letter, and/or the July 8, 2022 Letter, and any financing with respect to any of the foregoing or any transaction contemplated thereby (including but not limited to the Debt Financing, the Equity Financing, and/or the Financing Commitments), including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or any Co-Investor concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning these subjects; (iii) all Communications with any advisor, attorney, or other representative of any Co-Investor concerning these subjects; and (iv) all Communications with any advisor, attorney, or other representative of any advisor, attorney, and/or other representative of You or any other one or more of the Lenders concerning these subjects.

REQUEST NO. 2.

All Documents and Communications relating to efforts to syndicate and/or arrange, document, negotiate the terms of, or consummate the Debt Financing

and close the Merger, including those concerning the status of or expected timeline for such efforts. Documents responsive to this Request shall include, without limitation: (i) closing checklists (and drafts thereof) for any aspect of the Debt Financing; (ii) timelines (and drafts thereof) for the arrangement, negotiation, execution, and/or consummation of the Debt Financing; (iii) agendas, presentations, decks, and other materials (and drafts thereof) related to any organizational calls, lender meetings, drafting sessions, or due diligence sessions concerning the Debt Financing, and any notes, recordings, or transcriptions of any calls or meetings related to the Debt Financing; (iv) drafts of definitive agreements and ancillary and closing documents (and all schedules and exhibits thereto) related to the Debt Financing; (v) offering memoranda, confidential information memoranda, and lender presentations (and drafts thereof) related to the Debt Financing; and (vi) ratings agency presentations (and drafts thereof) related to the Debt Financing.

REQUEST NO. 3.

All Documents and Communications concerning (i) the reduction of the amount of the Margin Loan Commitment, including without limitation those relating to the reasons for reducing the amount of the Margin Loan Commitment; and (ii) the subsequent termination of the Margin Loan Commitment, including

without limitation those relating to the reasons for terminating the Margin Loan Commitment.

REQUEST NO. 4.

All Documents and Communications concerning any potential tender offer for some or all of Twitter's shares, including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; and (iii) all Documents and Communications relating to the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022.

REQUEST NO. 5.

All Documents and Communications concerning Defendants' requests or potential requests for information pursuant to Section 6.4 and/or Section 6.11 of the Merger Agreement and any information provided by Twitter, or on Twitter's behalf, in response to any such request for information, including without limitation (i) all Documents created by Defendants, any one or more of

Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (ii) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (iii) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to Twitter's API or "firehose" data provided to Defendants; (iv) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to any other information provided by Twitter, or on Twitter's behalf, in response to any information request by Defendants or on Defendants' behalf; and (v) all Documents and Communications concerning Equity Investor's Tweet, dated May 13, 2022, purporting to disclose information obtained from Twitter pursuant to an information request, as alleged in Paragraph 75 of the Complaint.

REQUEST NO. 6.

All Documents and Communications relating to any written or oral request made by You or any other one or more of the Lenders seeking information relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such information request.

REQUEST NO. 7.

All Documents and Communications relating to any written or oral response to an information request made by You and/or any other one or more of the Lenders relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such response.

REQUEST NO. 8.

All Documents and Communications concerning the number of false or spam accounts or bots on the Twitter platform and/or the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, including without limitation (i) all Documents and Communications related to any analyses, audits, or investigations performed or conducted by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (ii) all Documents and Communications related to any analyses, audits, or investigations that

Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered undertaking, or that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered having others undertake on Your or their behalf, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (iii) all Documents and Communications related to Defendants' decision to execute the Merger Agreement without further due diligence on these subjects; and (iv) all Documents and Communications concerning Your decision to commit to the Debt Financing without further due diligence on these subjects.

REQUEST NO. 9.

All Communications with any media representative or media outlet regarding the Merger, the Merger Agreement, the Debt Financing, the Equity Financing, the Financing Commitments, the number of false or spam accounts or bots on the Twitter platform, the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, the June 6, 2022 Letter, and/or the July 8, 2022 Letter. This Request includes, without limitation, all Communications made by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, with the author(s) (or any of their colleagues) of the enumerated articles or any

other stories, articles, media commentary, or the like concerning the subject matters listed in this Request.

REQUEST NO. 10.

All Documents and Communications concerning Equity Investor’s determination, as disclosed in Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022, that the April 13, 2022 Proposal was “no longer subject to financing as a result of the Reporting Person’s receipt of the financing commitments . . . and is no longer subject to business due diligence.”

REQUEST NO. 11.

All Documents and Communications concerning (i) Equity Investor’s assertion, in a Tweet dated May 15, 2022, that “[t]here is some chance” that the percentage of bots and/or false or spam accounts “might be over 90% of daily active users”; and (ii) Equity Investor’s assertion, in a Tweet dated May 17, 2022, that “20% fake/spam accounts, while 4 times what Twitter claims, could be much higher,” including without limitation all Documents in Your possession, or of which You are aware, that supported these claims.

REQUEST NO. 12.

All Documents and Communications relating to the effects or potential effects of changes in the price of Tesla, Inc. common stock, on (i) the Merger; (ii) the Debt Financing; (iii) the Equity Financing; (iv) the Financing Commitments;

and/or (v) Defendants' intentions with respect to closing and/or efforts to close the Merger.

REQUEST NO. 13.

All Documents and Communications concerning Equity Investor's (i) efforts to ensure that he had the financial capacity to pay and perform his obligations in respect of the Equity Financing, including without limitation those relating to the status of or expected timeline for such efforts; and (ii) intended or expected sources of cash to fund his obligations in respect of the Equity Financing.

REQUEST NO. 14.

All Documents and Communications concerning Defendants' purported termination of the Merger Agreement, including without limitation those related to (i) any consideration of whether and on what grounds to purport to terminate the Merger Agreement; (ii) any consideration of potentially renegotiating the Merger Agreement; (iii) all Documents and Communications related to the preparation of the June 6, 2022 Letter; and (iv) all Documents and Communications related to the preparation of the July 8, 2022 Letter.

REQUEST NO. 15.

All Documents and Communications concerning Defendants' contention in the July 8, 2022 Letter that Twitter is "likely to suffer a Company Material Adverse Effect," including without limitation any valuations, forecasts, projections,

estimates, or other analyses relating to whether Twitter is likely to suffer a Company Material Adverse Effect.

REQUEST NO. 16.

All forecasts, projections, estimates, or other analyses created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or on Your or their behalf, relating to Twitter's current or future performance, financial condition, or value, including without limitation any projections of Twitter's revenues, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses.

REQUEST NO. 17.

All Documents and Communications relating to any investment, involvement, potential investment, or potential involvement by Equity Investor, any affiliate of Equity Investor, You, any other one or more of the Lenders, the Co-Investors, and/or any other Person acting in concert with Equity Investor, either directly or indirectly, in any competitor to Twitter, whether or not such competitor is presently in existence.

REQUEST NO. 18.

All Documents and Communications concerning Equity Investor's strategic or business plans for Twitter, including without limitation (i) all Communications between You and Equity Investor, any one or more of Defendants' Advisors,

any other one or more of the Lenders, and/or the Co-Investors concerning any such plans; (ii) all drafts or iterations of any plans to address issues relating to false or spam accounts on the Twitter platform; (iii) all drafts or iterations of any plans relating to employee retention programs or incentives; and (iv) all drafts or iterations of any plans relating to potential changes to the size and/or composition of Twitter's workforce.

REQUEST NO. 19.

All Documents and Communications relating to the termination of Bob Swan and/or the cessation of Bob Swan's involvement on Defendants' behalf in connection with the Merger and the Debt Financing.

REQUEST NO. 20.

All Documents and Communications relating to the actual or potential engagement or involvement of Antonio Gracias to act on Defendants' behalf in connection with the Merger and the Debt Financing, including without limitation any summary or introductory information or briefing materials provided to him.

REQUEST NO. 21.

All Documents concerning Your policies regarding the retention or destruction of documents.



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

NOTICE OF SERVICE OF SUBPOENA DUCES TECUM

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David J. Margules (No. 2254)
Elizabeth A. Sloan (No. 5045)
Brittany M. Giusini (No. 6034)
BALLARD SPAHR LLP
919 N Market St., 11th Floor
Wilmington, Delaware 19801
(302) 252-4465
Wilmington, DE 19801

Attorneys for Plaintiff Twitter, Inc.

PLEASE TAKE NOTICE that, pursuant to Court of Chancery Rule 45, Plaintiff Twitter, Inc., by and through the undersigned counsel, caused a Subpoena *Duces Tecum*, in the form attached hereto as Exhibit 1, to be served upon non-party CIBC Inc., c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

Dated: July 30, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 30, 2022, he caused the foregoing document to be served via File&Serve Xpress upon the following counsel admitted to practice in the State of Delaware and via e-mail upon all others:

Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
Mathew A. Golden (No. 6035)
POTTER ANDERSON &
CORROON LLP
1313 North Market Street
Hercules Plaza, 6th Floor
New York, NY 10019

William Savitt
Bradley R. Wilson
Sarah K. Eddy
Ryan A. McLeod (No. 5038)
Anitha Reddy
WACHTELL, LIPTON,
ROSEN & KATZ
51 West 52nd Street
New York, NY 10019

Brad D. Sorrels (No. 5233)
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Alex Spiro
Andrew J. Rossman
Christopher D. Kercher
Silpa Maruri
QUINN EMANUEL URQUHART &
SULLIVAN, LLP
51 Madison Avenue, 22nd Floor
New York, NY 10010

*Attorneys for Defendants Elon R.
Musk, X Holdings I, Inc., and X
Holdings II, Inc*

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Wilmington, Delaware 19801
(302) 252-4465
Wilmington, DE 19801

Attorneys for Plaintiff Twitter, Inc.

By: /s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

SUBPOENA DUCES TECUM

THE STATE OF DELAWARE

TO: CIBC Inc.
c/o Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

YOU ARE HEREBY COMMANDED:

To produce and permit inspection and copying of designated documents, electronically stored information or tangible things in your possession, custody or control in accordance with the attached **Schedule A** within seven (7) days of service of this subpoena, given the expedited nature of the proceedings, at the offices of Kobre & Kim LLP, 600 North King Street, Suite 501, Wilmington, Delaware 19801, or such other location or date mutually agreeable amongst the parties or ordered by the Court.

This subpoena is issued pursuant to Court of Chancery Rule 45 of the State of Delaware. Court of Chancery Rules 45(c) and (d), copies of which are attached hereto, set forth the protections and duties with respect to this subpoena.

Dated: July 26, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham

Jacob R. Kirkham (#5768)
600 North King Street, Suite 501,
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Twitter, Inc.

Court of Chancery Rule 45(c) and (d):

(c) Protection of persons subject to subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and may impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated documents, electronically stored information, or tangible things or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court on behalf of which the subpoena was issued shall quash or modify the subpoena if it

(i) Fails to allow reasonable time for compliance;

- (ii) Requires disclosure of privileged or other protected matter and no exception or waiver applies; or
- (iii) Subjects a person to undue burden.

(B) If a subpoena

- (i) Requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) Requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court on behalf of which the subpoena was issued may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the Court may order appearance or production only upon specified conditions.

(d) Duty in responding to subpoena.

(1) If a subpoena does not specify a form for producing documents or electronically stored information, the person responding shall produce it in a form or forms in which it is ordinarily maintained, or in which it is reasonably usable. Absent a showing of good cause, the person responding need not produce the same documents or electronically stored information in more than one form. The person responding need not provide discovery of documents or electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On a motion to compel discovery or for a protective order, the person responding to a subpoena must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the Court nevertheless may order discovery from such sources if the requesting party shows good cause. The Court may specify the conditions for the discovery.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, electronically stored information, or tangible things not produced that is sufficient to enable the demanding party to contest the claim.

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

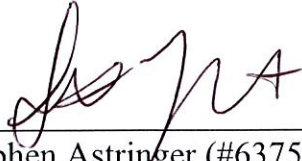
Defendants.

C.A. No. 2022-0613-KSJM

AFFIDAVIT OF SERVICE

I, Stephen Astringer, of Kobre & Kim LLP, hereby certify that, on July 26, 2022, Davis Polk & Wardwell LLP (“Davis Polk”) advised my firm that it represents CIBC Inc. in connection with the above-captioned litigation and agreed to accept service of a non-party subpoena by electronic mail on behalf of CIBC Inc. Thereafter, that same day, Kobre & Kim LLP served the following documents on Davis Polk by electronic mail:

1. The attached Subpoena *Duces Tecum*; and
2. Schedule A to that Subpoena.



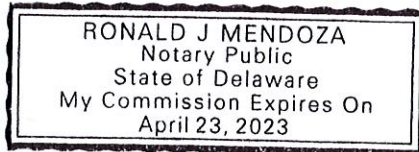
Stephen Astringer (#6375)
KOBRE & KIM LLP
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

Subscribed and sworn to before me
This 28 day of July, 2022.



Notary Public





SCHEDULE A

DEFINITIONS

As used in Schedule A, the following terms shall have the following meanings:

1. “Action” shall mean the above-captioned action.
2. “AH Capital Management L.L.C.” shall mean AH Capital Management L.L.C. and any of its divisions, subsidiaries, or affiliates.
3. “Antonio Gracias” shall mean the Antonio Gracias affiliated with Valor Equity Partners LP.
4. “April 13, 2022 Proposal” shall mean the letter from Equity Investor to Bret Taylor, attached as Exhibit B to Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 13, 2022.
5. “April 24, 2022 Offer” shall mean the letter from Equity Investor to Bret Taylor, dated April 24, 2022, attached as Exhibit G to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.
6. “Barclays” shall mean Barclays Capital Inc. and any of its divisions, subsidiaries, or affiliates.

7. “Bob Swan” shall mean the Bob Swan affiliated with AH Capital Management L.L.C.

8. “BofA Securities” shall mean Bank of America Corporation and/or BofA Securities, Inc. and any of their respective divisions, subsidiaries, or affiliates.

9. “Co-Investor Equity Commitments” shall mean the letter agreements with the Co-Investors.

10. “Co-Investors” shall mean any one or more actual or potential co-investors in the Equity Financing, including without limitation Lawrence Ellison; the Lawrence J. Ellison Revocable Trust; Binance; A.H. Capital Management, L.L.C.; Brookfield Asset Management Inc.; Qatar Holding LLC; Sequoia Capital Fund, L.P.; A.M. Management & Consulting; Aliya Capital Partners LLC; BAMCO, Inc.; DFJ Growth IV Partners, LLC; Fidelity Management & Research Company LLC; Honeycomb Asset Management LP; Key Wealth Advisors LLC; Litani Ventures; Strauss Capital LLC; Tresser Blvd 402 LLC (Cartenna); VyCapital; Witkoff Capital; and Prince Alwaleed bin Talal, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

11. “Communication” shall refer to the transmittal of information (in the form of facts, ideas, inquiries, queries, data, or otherwise) by any means of transmission, regardless of whether the transmittal was initiated or received by an individual or a system. Means of transmission include, but are not limited to, face-to-face conversations, postal or other physical mail, email, text message, instant message (such as iMessage, Slack, and Signal), social media messaging platforms (such as Twitter Direct Messages), voicemail, telephone, or facsimile.

12. “Complaint” shall mean the Verified Complaint, dated July 12, 2022, filed by Twitter against Defendants in this Action.

13. “Debt Financing” shall refer to any amounts contemplated to be borrowed by Defendants, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation the amounts set forth in (i) the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the margin loan commitment letter, dated April 20, 2022, attached as Exhibit D to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (iii) the debt commitment letter dated April 25, 2022, attached as Exhibit H to

Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022; and (iv) the Margin Loan Commitment.

14. “Defendants” shall mean individually and/or collectively, Elon R. Musk; X Holdings I, Inc. and any of its divisions, subsidiaries, or affiliates; and X Holdings II, Inc. and any of its divisions, subsidiaries, or affiliates, together with all other Persons acting or purporting to act on their behalf.

15. “Defendants’ Advisors” shall refer to any one or more of the following: Morgan Stanley; Jared Birchall; Excession LLC; Bob Swan; AH Capital Management, L.L.C.; Antonio Gracias; Valor Equity Partners LP; Kristina Salen; Patrick O’Malley; BofA Securities; Barclays; McDermott Will & Emery LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and Quinn Emanuel Urquhart & Sullivan, LLP, as well as any of Defendants’ other advisors, agents, attorneys, consultants, law firms, public relations firms, or other representatives, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

16. “Document” shall mean “document” as that term is defined and used in Court of Chancery Rules 26, 34, and 45 and shall have the broadest possible meaning permitted by law.

17. “Equity Financing” shall refer to any amounts contemplated to be invested by Equity Investor or others, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation (i) the equity financing commitment letter, dated April 20, 2022, attached as Exhibit E to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the equity financing commitment letter, dated April 25, 2022, filed as Exhibit J to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 26, 2022; (iii) the co-investor equity commitment letters referenced in Amendment No. 6 to Schedule 13D, filed by Equity Investor with the SEC on May 5, 2022; (iv) the equity commitment letter referenced in the Schedule 13D filed by HRH Prince Alwaleed Bin Talal Bin Abdulaziz Alsaud with the SEC on May 9, 2022; (v) the equity commitment side letter, dated May 11, 2022, and executed by, inter alia, Elon R. Musk; (vi) the equity commitment side letter, dated May 24, 2022, and executed by, inter alia, Elon R. Musk; and (vii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022.

18. “Equity Investor” shall mean Elon R. Musk.

19. “Excession LLC” shall mean Excession LLC and any of its divisions, subsidiaries, or affiliates.

20. “Financing Commitments” shall mean: (i) the debt commitment letter, dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022, together with any amendments thereto; (ii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022, together with any amendments thereto; (iii) the Co-Investor Equity Commitments; and (iv) any other commitments to lend or invest money to fund the transactions contemplated by the Merger Agreement.

21. “Jared Birchall” shall mean the Jared Birchall affiliated with Excession LLC.

22. “July 8, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated July 8, 2022, regarding the purported termination of the Merger Agreement.

23. “June 6, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated June 6, 2022, asserting that there had been a “material breach” of the Merger Agreement.

24. “Kristina Salen” shall mean the Kristina Salen who formerly served as Chief Financial Officer of World Wrestling Entertainment, Inc. and who is currently affiliated with Sirius XM Holdings, Inc.

25. “Lenders” shall mean any one or more actual or potential providers of the Debt Financing, including without limitation Morgan Stanley Senior Funding, Inc.; Bank of America, N.A.; BofA Securities, Inc.; Barclays Bank PLC; MUFG Bank, Ltd.; BNP Paribas; BNP Paribas Securities Corp.; Mizuho Bank, Ltd.; Societe Generale; Credit Suisse AG, Cayman Islands Branch; Citibank, N.A.; Deutsche Bank AG, London Branch; Royal Bank of Canada; and Canadian Imperial Bank of Commerce, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

26. “Limited Guarantee” shall mean the Limited Guarantee, dated as of April 25, 2022, provided by Elon R. Musk in favor of Twitter, Inc.

27. “Margin Loan Commitment” shall mean the margin loan commitment letter, dated April 25, 2022, attached as Exhibit I to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.

28. “Merger” shall mean the transactions contemplated by the Merger Agreement.

29. “Merger Agreement” shall mean the Agreement and Plan of Merger, dated April 25, 2022, between and among Elon R. Musk, X Holdings I, Inc., X Holdings II, Inc., and Twitter, Inc.

30. “Morgan Stanley” shall mean Morgan Stanley & Co. LLC and any of its divisions, subsidiaries, or affiliates.

31. “Patrick O’Malley” shall mean the Patrick O’Malley who formerly served as Chief Financial Officer of Avaya Holdings Corp. and who is currently affiliated with Magnolia Medical Technologies, Inc.

32. “Person” or “Persons” shall mean any individual, corporation, partnership, firm, association, government agency, or other organization recognizable at law, together with its agents, employees, and representatives.

33. “SEC” shall mean the U.S. Securities and Exchange Commission, together with any of its employees, attorneys, agents, or representatives, and all other Persons acting or purporting to act on its behalf.

34. “Tweet” shall mean a post made on the Twitter platform, including Retweets or replies.

35. “Twitter” shall mean Twitter, Inc. and any of its divisions, subsidiaries or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

36. “Valor Equity Partners LP” shall mean Valor Equity Partners LP and any of its divisions, subsidiaries, or affiliates.

37. The terms “You” or “Your” shall mean CIBC Inc. and/or any of CIBC Inc.’s divisions, subsidiaries, or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

38. The term “including” shall mean “including without limitation” or “including, but not limited to.”

39. The terms “and” and “all” shall each be construed either disjunctively or conjunctively to bring within the scope of the Requests all responses that might otherwise be construed as outside their scope.

40. The terms “any” and “each” shall each be construed as both “each” and “every” to bring within the scope of the Requests all responses which might otherwise be construed to be outside their scope.

41. The use of the singular form of any word shall include the plural and vice versa.

42. The terms “concerning,” “regarding,” “relating to,” and/or “related to” shall each be read and applied as interchangeable and shall each be construed in the broadest sense to mean referring to, describing, evidencing, memorializing, concerning, regarding, with regard to, relating to, referring to, pertaining to, containing, analyzing, evaluating, studying, recording, reflecting, reporting on, commenting on, reviewed in connection or in conjunction with, setting forth, contradicting, refuting, and considering, in whole or in part.

43. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Merger Agreement.

INSTRUCTIONS

The following instructions shall apply to the Document Requests contained herein.

1. These Requests require that You produce Documents in a manner that satisfies the requirements of Court of Chancery Rules 26, 34, and 45.

2. Unless otherwise specified, the time period covered by these Requests is January 1, 2022, through July 8, 2022.

3. These Requests are continuing and require supplementation pursuant to Court of Chancery Rules 26, 34, and 45.

4. A Request for a Document shall be deemed to include a request for any non-identical copies or drafts of the Document, as well as all transmittal sheets, cover letters, exhibits, enclosures, or attachments to the Document, in addition to the Document itself. Any Document described herein is to be produced in its original file folder, with all labels or similar markings intact, and with the name of the Person from whose file it was produced.

5. If it is not possible to produce any Document called for by a Request, or if any part of a Request is objected to, the reasons for the failure to produce the Documents or the objection should be stated specifically as to all grounds.

6. If a Document responsive to any Request is no longer in Your possession, custody, or control, give a description of the Document, state what disposition was made of the Document and the date of such disposition, and identify all Persons having knowledge of the Document's contents.

7. If any Document responsive to any Request has been destroyed, give a description of the Document, set forth the contents of the Document, the location of any copies of the Document, the date of the Document's destruction,

and the name of the Person who destroyed the Document or ordered or authorized its destruction.

8. If You claim any form of privilege or protection or other reason, whether based on statute or otherwise, as a ground for not producing requested Documents, furnish a list identifying each Document for which the privilege or protection is claimed, together with the following information: date; sender, recipients, and Persons to whom copies were furnished, together with their job titles; subject matter; and basis on which the Document is withheld consistent with the Court of Chancery Rules.

9. Requests are not intended to limit or modify other Requests and should not be interpreted as limiting or modifying other Requests.

10. If You contend that any Request is overly broad and/or unduly burdensome, identify all aspects of the Request that are overly broad or unduly burdensome and produce the Documents that are not subject to this contention.

11. If there are no Documents or Communications responsive to any particular Request or subpart thereof, You shall state so in writing.

12. For any responsive Documents or Communications stored in electronic format, including email and text messages, You will produce those Documents or Communications in searchable electronic format (e.g., single-

page .TIFF format with corresponding Document-level extracted text files and OCR text files, each named by the Bates number assigned to the first page) by secure electronic transmission (e.g. SFTP site) or on CD-ROMs, DVD-ROMs, portable or external hard drives, or other widely-used electronic or optical storage media. All images will be produced as single page .TIFF images, black and white, Group IV and 300 dpi with a Concordance Image (formerly Opticon) style .OPT load file. All color images will be provided in JPEG format where color images are necessary to understand the Document. All Microsoft Excel, PowerPoint, and similar spreadsheet or presentation files will be produced in native format. Furthermore, for all native files that are produced, a corresponding placeholder TIFF image will be produced that bears the same Bates assigned to the native file, has all associated metadata, and indicates that that the “File has been produced in native format.” All responsive electronic Documents and Communications will be produced with sufficient metadata to convey where these items begin and end (including attachments), the original file name, and the original timestamps and attributes. All metadata will be provided in a delimited data field (with file extension .DAT), delimited using the Concordance style delimiters, and including the following metadata fields: “BEGBATES”, “ENDBATES”, “BEGATTACH”, “ENDATTACH”, “FAMILY-DATE/TIME”, “Page Count”, “Custodian”, “ALL

CUSTODIANS”, “To”, “From”, “CC”, “BCC”, “Subject”, “Sent Date/Time”, “Author”, “Title”, “File Name”, “File Extension”, “Redacted”, “TextPath”, “NativePath”, “MD5HASH”, “Received Date/Time”, “File Size”, and “Confidentiality”.

13. None of the Definitions or Requests set forth herein shall be construed as an admission relating to the existence of any evidence, to the relevance or admissibility of any evidence, or to the truth or accuracy of any statement or characterization in the Definition or Request.

DOCUMENT REQUESTS

REQUEST NO. 1.

All Documents and Communications relating to the April 13, 2022 Proposal, the April 24, 2022 Offer, any other potential acquisition or other strategic transaction involving Twitter, the Merger, the Merger Agreement, the Limited Guarantee, the June 6, 2022 Letter, and/or the July 8, 2022 Letter, and any financing with respect to any of the foregoing or any transaction contemplated thereby (including but not limited to the Debt Financing, the Equity Financing, and/or the Financing Commitments), including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or any Co-Investor concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning these subjects; (iii) all Communications with any advisor, attorney, or other representative of any Co-Investor concerning these subjects; and (iv) all Communications with any advisor, attorney, or other representative of any advisor, attorney, and/or other representative of You or any other one or more of the Lenders concerning these subjects.

REQUEST NO. 2.

All Documents and Communications relating to efforts to syndicate and/or arrange, document, negotiate the terms of, or consummate the Debt Financing

and close the Merger, including those concerning the status of or expected timeline for such efforts. Documents responsive to this Request shall include, without limitation: (i) closing checklists (and drafts thereof) for any aspect of the Debt Financing; (ii) timelines (and drafts thereof) for the arrangement, negotiation, execution, and/or consummation of the Debt Financing; (iii) agendas, presentations, decks, and other materials (and drafts thereof) related to any organizational calls, lender meetings, drafting sessions, or due diligence sessions concerning the Debt Financing, and any notes, recordings, or transcriptions of any calls or meetings related to the Debt Financing; (iv) drafts of definitive agreements and ancillary and closing documents (and all schedules and exhibits thereto) related to the Debt Financing; (v) offering memoranda, confidential information memoranda, and lender presentations (and drafts thereof) related to the Debt Financing; and (vi) ratings agency presentations (and drafts thereof) related to the Debt Financing.

REQUEST NO. 3.

All Documents and Communications concerning (i) the reduction of the amount of the Margin Loan Commitment, including without limitation those relating to the reasons for reducing the amount of the Margin Loan Commitment; and (ii) the subsequent termination of the Margin Loan Commitment, including

without limitation those relating to the reasons for terminating the Margin Loan Commitment.

REQUEST NO. 4.

All Documents and Communications concerning any potential tender offer for some or all of Twitter's shares, including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; and (iii) all Documents and Communications relating to the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022.

REQUEST NO. 5.

All Documents and Communications concerning Defendants' requests or potential requests for information pursuant to Section 6.4 and/or Section 6.11 of the Merger Agreement and any information provided by Twitter, or on Twitter's behalf, in response to any such request for information, including without limitation (i) all Documents created by Defendants, any one or more of

Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (ii) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (iii) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to Twitter's API or "firehose" data provided to Defendants; (iv) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to any other information provided by Twitter, or on Twitter's behalf, in response to any information request by Defendants or on Defendants' behalf; and (v) all Documents and Communications concerning Equity Investor's Tweet, dated May 13, 2022, purporting to disclose information obtained from Twitter pursuant to an information request, as alleged in Paragraph 75 of the Complaint.

REQUEST NO. 6.

All Documents and Communications relating to any written or oral request made by You or any other one or more of the Lenders seeking information relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such information request.

REQUEST NO. 7.

All Documents and Communications relating to any written or oral response to an information request made by You and/or any other one or more of the Lenders relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such response.

REQUEST NO. 8.

All Documents and Communications concerning the number of false or spam accounts or bots on the Twitter platform and/or the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, including without limitation (i) all Documents and Communications related to any analyses, audits, or investigations performed or conducted by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (ii) all Documents and Communications related to any analyses, audits, or investigations that

Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered undertaking, or that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered having others undertake on Your or their behalf, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (iii) all Documents and Communications related to Defendants' decision to execute the Merger Agreement without further due diligence on these subjects; and (iv) all Documents and Communications concerning Your decision to commit to the Debt Financing without further due diligence on these subjects.

REQUEST NO. 9.

All Communications with any media representative or media outlet regarding the Merger, the Merger Agreement, the Debt Financing, the Equity Financing, the Financing Commitments, the number of false or spam accounts or bots on the Twitter platform, the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, the June 6, 2022 Letter, and/or the July 8, 2022 Letter. This Request includes, without limitation, all Communications made by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, with the author(s) (or any of their colleagues) of the enumerated articles or any

other stories, articles, media commentary, or the like concerning the subject matters listed in this Request.

REQUEST NO. 10.

All Documents and Communications concerning Equity Investor’s determination, as disclosed in Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022, that the April 13, 2022 Proposal was “no longer subject to financing as a result of the Reporting Person’s receipt of the financing commitments . . . and is no longer subject to business due diligence.”

REQUEST NO. 11.

All Documents and Communications concerning (i) Equity Investor’s assertion, in a Tweet dated May 15, 2022, that “[t]here is some chance” that the percentage of bots and/or false or spam accounts “might be over 90% of daily active users”; and (ii) Equity Investor’s assertion, in a Tweet dated May 17, 2022, that “20% fake/spam accounts, while 4 times what Twitter claims, could be much higher,” including without limitation all Documents in Your possession, or of which You are aware, that supported these claims.

REQUEST NO. 12.

All Documents and Communications relating to the effects or potential effects of changes in the price of Tesla, Inc. common stock, on (i) the Merger; (ii) the Debt Financing; (iii) the Equity Financing; (iv) the Financing Commitments;

and/or (v) Defendants' intentions with respect to closing and/or efforts to close the Merger.

REQUEST NO. 13.

All Documents and Communications concerning Equity Investor's (i) efforts to ensure that he had the financial capacity to pay and perform his obligations in respect of the Equity Financing, including without limitation those relating to the status of or expected timeline for such efforts; and (ii) intended or expected sources of cash to fund his obligations in respect of the Equity Financing.

REQUEST NO. 14.

All Documents and Communications concerning Defendants' purported termination of the Merger Agreement, including without limitation those related to (i) any consideration of whether and on what grounds to purport to terminate the Merger Agreement; (ii) any consideration of potentially renegotiating the Merger Agreement; (iii) all Documents and Communications related to the preparation of the June 6, 2022 Letter; and (iv) all Documents and Communications related to the preparation of the July 8, 2022 Letter.

REQUEST NO. 15.

All Documents and Communications concerning Defendants' contention in the July 8, 2022 Letter that Twitter is "likely to suffer a Company Material Adverse Effect," including without limitation any valuations, forecasts, projections,

estimates, or other analyses relating to whether Twitter is likely to suffer a Company Material Adverse Effect.

REQUEST NO. 16.

All forecasts, projections, estimates, or other analyses created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or on Your or their behalf, relating to Twitter's current or future performance, financial condition, or value, including without limitation any projections of Twitter's revenues, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses.

REQUEST NO. 17.

All Documents and Communications relating to any investment, involvement, potential investment, or potential involvement by Equity Investor, any affiliate of Equity Investor, You, any other one or more of the Lenders, the Co-Investors, and/or any other Person acting in concert with Equity Investor, either directly or indirectly, in any competitor to Twitter, whether or not such competitor is presently in existence.

REQUEST NO. 18.

All Documents and Communications concerning Equity Investor's strategic or business plans for Twitter, including without limitation (i) all Communications between You and Equity Investor, any one or more of Defendants' Advisors,

any other one or more of the Lenders, and/or the Co-Investors concerning any such plans; (ii) all drafts or iterations of any plans to address issues relating to false or spam accounts on the Twitter platform; (iii) all drafts or iterations of any plans relating to employee retention programs or incentives; and (iv) all drafts or iterations of any plans relating to potential changes to the size and/or composition of Twitter's workforce.

REQUEST NO. 19.

All Documents and Communications relating to the termination of Bob Swan and/or the cessation of Bob Swan's involvement on Defendants' behalf in connection with the Merger and the Debt Financing.

REQUEST NO. 20.

All Documents and Communications relating to the actual or potential engagement or involvement of Antonio Gracias to act on Defendants' behalf in connection with the Merger and the Debt Financing, including without limitation any summary or introductory information or briefing materials provided to him.

REQUEST NO. 21.

All Documents concerning Your policies regarding the retention or destruction of documents.



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

NOTICE OF SERVICE OF SUBPOENA DUCES TECUM

TO: Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
Mathew A. Golden (No. 6035)
POTTER ANDERSON &
CORROON LLP
1313 North Market Street
Hercules Plaza, 6th Floor
New York, NY 10019

William Savitt
Bradley R. Wilson
Sarah K. Eddy
Ryan A. McLeod (No. 5038)
Anitha Reddy
WACHTELL, LIPTON,
ROSEN & KATZ
51 West 52nd Street
New York, NY 10019

Edward M. Micheletti (No. 3794)
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Brittany M. Giusini (No. 6034)
BALLARD SPAHR LLP
919 N Market St., 11th Floor
Wilmington, Delaware 19801
(302) 252-4465
Wilmington, DE 19801

Attorneys for Plaintiff Twitter, Inc.

PLEASE TAKE NOTICE that, pursuant to Court of Chancery Rule 45, Plaintiff Twitter, Inc., by and through the undersigned counsel, caused a Subpoena *Duces Tecum*, in the form attached hereto as Exhibit 1, to be served upon non-party Morgan Stanley & Co. LLC, c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

Dated: July 30, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 30, 2022, he caused the foregoing document to be served via File&Serve Xpress upon the following counsel admitted to practice in the State of Delaware and via e-mail upon all others:

Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
Mathew A. Golden (No. 6035)
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CORROON LLP
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New York, NY 10019

William Savitt
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*Attorneys for Defendants Elon R.
Musk, X Holdings I, Inc., and X
Holdings II, Inc*

David J. Margules (No. 2254)
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Brittany M. Giusini (No. 6034)
BALLARD SPAHR LLP
919 N Market St., 11th Floor
Wilmington, Delaware 19801
(302) 252-4465
Wilmington, DE 19801

Attorneys for Plaintiff Twitter, Inc.

By: /s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

SUBPOENA DUCES TECUM

THE STATE OF DELAWARE

TO: Morgan Stanley & Co. LLC
c/o The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

YOU ARE HEREBY COMMANDED:

To produce and permit inspection and copying of designated documents, electronically stored information or tangible things in your possession, custody or control in accordance with the attached **Schedule A** within seven (7) days of service of this subpoena, given the expedited nature of the proceedings, at the offices of Kobre & Kim LLP, 600 North King Street,

Suite 501, Wilmington, Delaware 19801, or such other location or date mutually agreeable amongst the parties or ordered by the Court.

This subpoena is issued pursuant to Court of Chancery Rule 45 of the State of Delaware. Court of Chancery Rules 45(c) and (d), copies of which are attached hereto, set forth the protections and duties with respect to this subpoena.

Dated: July 26, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham

Jacob R. Kirkham (#5768)
600 North King Street, Suite 501,
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Twitter, Inc.

Court of Chancery Rule 45(c) and (d):

(c) Protection of persons subject to subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and may impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated documents, electronically stored information, or tangible things or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court on behalf of which the subpoena was issued shall quash or modify the subpoena if it

(i) Fails to allow reasonable time for compliance;

- (ii) Requires disclosure of privileged or other protected matter and no exception or waiver applies; or
- (iii) Subjects a person to undue burden.

(B) If a subpoena

- (i) Requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) Requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court on behalf of which the subpoena was issued may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the Court may order appearance or production only upon specified conditions.

(d) Duty in responding to subpoena.

(1) If a subpoena does not specify a form for producing documents or electronically stored information, the person responding shall produce it in a form or forms in which it is ordinarily maintained, or in which it is reasonably usable. Absent a showing of good cause, the person responding need not produce the same documents or electronically stored information in more than one form. The person responding need not provide discovery of documents or electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On a motion to compel discovery or for a protective order, the person responding to a subpoena must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the Court nevertheless may order discovery from such sources if the requesting party shows good cause. The Court may specify the conditions for the discovery.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, electronically stored information, or tangible things not produced that is sufficient to enable the demanding party to contest the claim.

AFFIDAVIT OF SERVICE

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,)
Plaintiff,)
v.)
ELON R. MUSK, X HOLDINGS I, INC., and X HOLDINGS II,)
INC.,)
Defendants.)

C.A. No. 2022-0613-KSJM

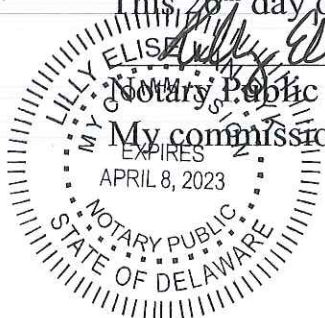
STATE OF DELAWARE }
} ss.
COUNTY OF NEW CASTLE }

I, Zahid Nawaz, of the State of Delaware, County of New Castle, being duly sworn, says that on the 26th day of July, 2022, at 2:04 p.m. I personally served copy of a SUBPOENA DUCES TECUM with supporting documents on Morgan Stanley & Co. LLC by serving the registered agent, The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801.

Name of individual accepting service: Amy McLaren- authorized to accept.
Description of individual: Caucasian female, 35-40 yrs. old, 135lbs., 5'5" with brown hair.

[Handwritten signature]

Subscribed and sworn before me
This 26th day of July, 2022



[Handwritten signature]
My commission expires: Apr 8, 2023



SCHEDULE A

DEFINITIONS

As used in Schedule A, the following terms shall have the following meanings:

1. “Action” shall mean the above-captioned action.
2. “AH Capital Management L.L.C.” shall mean AH Capital Management L.L.C. and any of its divisions, subsidiaries, or affiliates.
3. “Antonio Gracias” shall mean the Antonio Gracias affiliated with Valor Equity Partners LP.
4. “April 4, 2022 Letter Agreement” shall mean the letter agreement between Twitter, Inc. and Elon R. Musk, attached as Exhibit 10.1 to the Current Report on Form 8-K filed by Twitter, Inc. with the SEC on April 5, 2022.
5. “April 13, 2022 Proposal” shall mean the letter from Equity Investor to Bret Taylor, attached as Exhibit B to Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 13, 2022.
6. “April 24, 2022 Offer” shall mean the letter from Equity Investor to Bret Taylor, dated April 24, 2022, attached as Exhibit G to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.

7. “Barclays” shall mean Barclays Capital Inc. and any of its divisions, subsidiaries, or affiliates.

8. “Bob Swan” shall mean the Bob Swan affiliated with AH Capital Management L.L.C.

9. “BofA Securities” shall mean Bank of America Corporation and/or BofA Securities, Inc. and any of their respective divisions, subsidiaries, or affiliates.

10. “Co-Investor Equity Commitments” shall mean the letter agreements with the Co-Investors.

11. “Co-Investors” shall mean any one or more actual or potential co-investors in the Equity Financing, including without limitation Lawrence Ellison; the Lawrence J. Ellison Revocable Trust; Binance; A.H. Capital Management, L.L.C.; Brookfield Asset Management Inc.; Qatar Holding LLC; Sequoia Capital Fund, L.P.; A.M. Management & Consulting; Aliya Capital Partners LLC; BAMCO, Inc.; DFJ Growth IV Partners, LLC; Fidelity Management & Research Company LLC; Honeycomb Asset Management LP; Key Wealth Advisors LLC; Litani Ventures; Strauss Capital LLC; Tresser Blvd 402 LLC (Cartenna); VyCapital; Witkoff Capital; and Prince Alwaleed bin Talal, together with each of their respective employees, partners, associates,

shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

12. “Communication” shall refer to the transmittal of information (in the form of facts, ideas, inquiries, queries, data, or otherwise) by any means of transmission, regardless of whether the transmittal was initiated or received by an individual or a system. Means of transmission include, but are not limited to, face-to-face conversations, postal or other physical mail, email, text message, instant message (such as iMessage, Slack, and Signal), social media messaging platforms (such as Twitter Direct Messages), voicemail, telephone, or facsimile.

13. “Complaint” shall mean the Verified Complaint, dated July 12, 2022, filed by Twitter against Defendants in this Action.

14. “Debt Financing” shall refer to any amounts contemplated to be borrowed by Defendants, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation the amounts set forth in (i) the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the margin loan commitment letter, dated April 20, 2022, attached as Exhibit D to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022;

(iii) the debt commitment letter dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022; and (iv) the Margin Loan Commitment.

15. “Defendants” shall mean individually and/or collectively, Elon R. Musk; X Holdings I, Inc. and any of its divisions, subsidiaries, or affiliates; and X Holdings II, Inc. and any of its divisions, subsidiaries, or affiliates, together with all other Persons acting or purporting to act on their behalf.

16. “Defendants’ Advisors” shall refer to any one or more of the following: You; Jared Birchall; Excession LLC; Bob Swan; AH Capital Management, L.L.C.; Antonio Gracias; Valor Equity Partners LP; Kristina Salen; Patrick O’Malley; BofA Securities; Barclays; McDermott Will & Emery LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and Quinn Emanuel Urquhart & Sullivan, LLP, as well as any of Defendants’ other advisors, agents, attorneys, consultants, law firms, public relations firms, or other representatives, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

17. “Diligence Tracker” shall mean all spreadsheets or other Documents, including drafts thereof, used by You, Defendants, and/or any other one or more of Defendants’ Advisors for tracking the status of Defendants’

requests or potential requests for information pursuant to Section 6.4, Section 6.11, or any other provision of the Merger Agreement, including without limitation both internal Documents and Documents shared externally.

18. “Document” shall mean “document” as that term is defined and used in Court of Chancery Rules 26, 34, and 45 and shall have the broadest possible meaning permitted by law.

19. “Equity Financing” shall refer to any amounts contemplated to be invested by Equity Investor or others, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation (i) the equity financing commitment letter, dated April 20, 2022, attached as Exhibit E to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the equity financing commitment letter, dated April 25, 2022, filed as Exhibit J to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 26, 2022; (iii) the co-investor equity commitment letters referenced in Amendment No. 6 to Schedule 13D, filed by Equity Investor with the SEC on May 5, 2022; (iv) the equity commitment letter referenced in the Schedule 13D filed by HRH Prince Alwaleed Bin Talal Bin Abdulaziz Alsaud with the SEC on May 9, 2022; (v) the equity commitment side letter, dated May 11, 2022, and executed by, inter alia, Elon R. Musk; (vi) the equity commitment side

letter, dated May 24, 2022, and executed by, inter alia, Elon R. Musk; and (vii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022.

20. “Equity Investor” shall mean Elon R. Musk.

21. “Excession LLC” shall mean Excession LLC and any of its divisions, subsidiaries, or affiliates.

22. “Financing Commitments” shall mean: (i) the debt commitment letter, dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022, together with any amendments thereto; (ii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022, together with any amendments thereto; (iii) the Co-Investor Equity Commitments; and (iv) any other commitments to lend or invest money to fund the transactions contemplated by the Merger Agreement.

23. “Jared Birchall” shall mean the Jared Birchall affiliated with Excession LLC.

24. “July 8, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated July 8, 2022, regarding the purported termination of the Merger Agreement.

25. “June 6, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated June 6, 2022, asserting that there had been a “material breach” of the Merger Agreement.

26. “Kristina Salen” shall mean the Kristina Salen who formerly served as Chief Financial Officer of World Wrestling Entertainment, Inc. and who is currently affiliated with Sirius XM Holdings, Inc.

27. “Lenders” shall mean any one or more actual or potential providers of the Debt Financing, including without limitation Morgan Stanley Senior Funding, Inc.; Bank of America, N.A.; BofA Securities, Inc.; Barclays Bank PLC; MUFG Bank, Ltd.; BNP Paribas; BNP Paribas Securities Corp.; Mizuho Bank, Ltd.; Societe Generale; Credit Suisse AG, Cayman Islands Branch; Citibank, N.A.; Deutsche Bank AG, London Branch; Royal Bank of Canada; and Canadian Imperial Bank of Commerce, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

28. “Limited Guarantee” shall mean the Limited Guarantee, dated as of April 25, 2022, provided by Elon R. Musk in favor of Twitter, Inc.

29. “Margin Loan Commitment” shall mean the margin loan commitment letter, dated April 25, 2022, attached as Exhibit I to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.

30. “Merger” shall mean the transactions contemplated by the Merger Agreement.

31. “Merger Agreement” shall mean the Agreement and Plan of Merger, dated April 25, 2022, between and among Elon R. Musk, X Holdings I, Inc., X Holdings II, Inc., and Twitter, Inc.

32. “Patrick O’Malley” shall mean the Patrick O’Malley who formerly served as Chief Financial Officer of Avaya Holdings Corp. and who is currently affiliated with Magnolia Medical Technologies, Inc.

33. “Person” or “Persons” shall mean any individual, corporation, partnership, firm, association, government agency, or other organization recognizable at law, together with its agents, employees, and representatives.

34. “Proxy Statement” shall mean the Preliminary Proxy Statements filed by Twitter on Schedule 14A relating to the Merger.

35. “SEC” shall mean the U.S. Securities and Exchange Commission, together with any of its employees, attorneys, agents, or representatives, and all other Persons acting or purporting to act on its behalf.

36. “Tweet” shall mean a post made on the Twitter platform, including Retweets or replies.

37. “Twitter” shall mean Twitter, Inc. and any of its divisions, subsidiaries or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

38. “Twitter Board” shall mean the Board of Directors of Twitter, all committees and subcommittees thereof, and all past and present directors, either individually or collectively.

39. “Valor Equity Partners LP” shall mean Valor Equity Partners LP and any of its divisions, subsidiaries, or affiliates.

40. The terms “You” or “Your” shall mean Morgan Stanley & Co. LLC and/or any of Morgan Stanley & Co. LLC’s divisions, subsidiaries, or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, including without limitation Kate

Claassen and Anthony Armstrong, and all other Persons acting or purporting to act on their behalf.

41. The term “including” shall mean “including without limitation” or “including, but not limited to.”

42. The terms “and” and “all” shall each be construed either disjunctively or conjunctively to bring within the scope of the Requests all responses that might otherwise be construed as outside their scope.

43. The terms “any” and “each” shall each be construed as both “each” and “every” to bring within the scope of the Requests all responses which might otherwise be construed to be outside their scope.

44. The use of the singular form of any word shall include the plural and vice versa.

45. The terms “concerning,” “regarding,” “relating to,” and/or “related to” shall each be read and applied as interchangeable and shall each be construed in the broadest sense to mean referring to, describing, evidencing, memorializing, concerning, regarding, with regard to, relating to, referring to, pertaining to, containing, analyzing, evaluating, studying, recording, reflecting, reporting on, commenting on, reviewed in connection or in conjunction with, setting forth, contradicting, refuting, and considering, in whole or in part.

46. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Merger Agreement.

INSTRUCTIONS

The following instructions shall apply to the Document Requests contained herein.

1. These Requests require that You produce Documents in a manner that satisfies the requirements of Court of Chancery Rules 26, 34, and 45.

2. Unless otherwise specified, the time period covered by these Requests is January 1, 2022, through July 8, 2022.

3. These Requests are continuing and require supplementation pursuant to Court of Chancery Rules 26, 34, and 45.

4. A Request for a Document shall be deemed to include a request for any non-identical copies or drafts of the Document, as well as all transmittal sheets, cover letters, exhibits, enclosures, or attachments to the Document, in addition to the Document itself. Any Document described herein is to be produced in its original file folder, with all labels or similar markings intact, and with the name of the Person from whose file it was produced.

5. If it is not possible to produce any Document called for by a Request, or if any part of a Request is objected to, the reasons for the failure to

produce the Documents or the objection should be stated specifically as to all grounds.

6. If a Document responsive to any Request is no longer in Your possession, custody, or control, give a description of the Document, state what disposition was made of the Document and the date of such disposition, and identify all Persons having knowledge of the Document's contents.

7. If any Document responsive to any Request has been destroyed, give a description of the Document, set forth the contents of the Document, the location of any copies of the Document, the date of the Document's destruction, and the name of the Person who destroyed the Document or ordered or authorized its destruction.

8. If You claim any form of privilege or protection or other reason, whether based on statute or otherwise, as a ground for not producing requested Documents, furnish a list identifying each Document for which the privilege or protection is claimed, together with the following information: date; sender, recipients, and Persons to whom copies were furnished, together with their job titles; subject matter; and basis on which the Document is withheld consistent with the Court of Chancery Rules.

9. Requests are not intended to limit or modify other Requests and should not be interpreted as limiting or modifying other Requests.

10. If You contend that any Request is overly broad and/or unduly burdensome, identify all aspects of the Request that are overly broad or unduly burdensome and produce the Documents that are not subject to this contention.

11. If there are no Documents or Communications responsive to any particular Request or subpart thereof, You shall state so in writing.

12. For any responsive Documents or Communications stored in electronic format, including email and text messages, You will produce those Documents or Communications in searchable electronic format (e.g., single-page .TIFF format with corresponding Document-level extracted text files and OCR text files, each named by the Bates number assigned to the first page) by secure electronic transmission (e.g. SFTP site) or on CD-ROMs, DVD-ROMs, portable or external hard drives, or other widely-used electronic or optical storage media. All images will be produced as single page .TIFF images, black and white, Group IV and 300 dpi with a Concordance Image (formerly Opticon) style .OPT load file. All color images will be provided in JPEG format where color images are necessary to understand the Document. All Microsoft Excel, PowerPoint, and similar spreadsheet or presentation files will be produced in native format. Furthermore, for all native files that are produced, a

corresponding placeholder TIFF image will be produced that bears the same Bates assigned to the native file, has all associated metadata, and indicates that that the “File has been produced in native format.” All responsive electronic Documents and Communications will be produced with sufficient metadata to convey where these items begin and end (including attachments), the original file name, and the original timestamps and attributes. All metadata will be provided in a delimited data field (with file extension .DAT), delimited using the Concordance style delimiters, and including the following metadata fields: “BEGBATES”, “ENDBATES”, “BEGATTACH”, “ENDATTACH”, “FAMILY-DATE/TIME”, “Page Count”, “Custodian”, “ALL CUSTODIANS”, “To”, “From”, “CC”, “BCC”, “Subject”, “Sent Date/Time”, “Author”, “Title”, “File Name”, “File Extension”, “Redacted”, “TextPath”, “NativePath”, “MD5HASH”, “Received Date/Time”, “File Size”, and “Confidentiality”.

13. None of the Definitions or Requests set forth herein shall be construed as an admission relating to the existence of any evidence, to the relevance or admissibility of any evidence, or to the truth or accuracy of any statement or characterization in the Definition or Request.

DOCUMENT REQUESTS

REQUEST NO. 1.

All Documents and Communications relating to the April 4, 2022 Letter Agreement, the April 13, 2022 Proposal, the April 24, 2022 Offer, any other potential acquisition or other strategic transaction involving Twitter, the Merger, the Merger Agreement, the Limited Guarantee, the Diligence Tracker, the June 6, 2022 Letter, and/or the July 8, 2022 Letter, and any financing with respect to any of the foregoing or any transaction contemplated thereby (including but not limited to the Debt Financing, the Equity Financing, and/or the Financing Commitments), including without limitation (i) all Communications with Defendants, any other one or more of Defendants' Advisors, the Lenders, and/or the Co-Investors concerning these subjects; (ii) all Documents created by Defendants, You, any other one or more of Defendants' Advisors, the Lenders, and/or the Co-Investors concerning these subjects; (iii) all Communications with any advisor, attorney, or other representative of You or any Co-Investor concerning these subjects; and (iv) all Communications with any advisor, attorney, or other representative of any advisor, attorney, and/or other representative of any Lender concerning these subjects.

REQUEST NO. 2.

All Documents and Communications relating to efforts to syndicate and/or

arrange, document, negotiate the terms of, or consummate the Debt Financing and close the Merger, including those concerning the status of or expected timeline for such efforts. Documents responsive to this Request shall include, without limitation: (i) closing checklists (and drafts thereof) for any aspect of the Debt Financing; (ii) timelines (and drafts thereof) for the arrangement, negotiation, execution, and/or consummation of the Debt Financing; (iii) agendas, presentations, decks, and other materials (and drafts thereof) related to any organizational calls, lender meetings, drafting sessions, or due diligence sessions concerning the Debt Financing, and any notes, recordings, or transcriptions of any calls or meetings related to the Debt Financing; (iv) drafts of definitive agreements and ancillary and closing documents (and all schedules and exhibits thereto) related to the Debt Financing; (v) offering memoranda, confidential information memoranda, and lender presentations (and drafts thereof) related to the Debt Financing; and (vi) ratings agency presentations (and drafts thereof) related to the Debt Financing.

REQUEST NO. 3.

All Documents and Communications relating to efforts to solicit Co-Investors, arrange or negotiate equity co-investments, and/or arrange, document, syndicate, or consummate the Equity Financing, including those concerning the status of or expected timeline for such efforts. Documents responsive to this

Request shall include, without limitation: (i) closing checklists (and drafts thereof) for any aspect of the Equity Financing; (ii) timelines (and drafts thereof) for the arrangement, negotiation, execution, and/or consummation of the Equity Financing; (iii) presentations, decks, and other materials (and drafts thereof) related to any organizational calls, meetings, or due diligence sessions concerning the Equity Financing, and any notes, recordings, or transcriptions of any calls or meetings related to the Equity Financing; (iv) drafts of definitive agreements and ancillary documents related to the Equity Financing; (v) pitch books (and drafts thereof) related to the Equity Financing; and (vi) offering memoranda, confidential information memoranda, and lender presentations (and drafts thereof) related to the Equity Financing.

REQUEST NO. 4.

All Documents and Communications concerning (i) the reduction of the amount of the Margin Loan Commitment, including without limitation those relating to the reasons for reducing the amount of the Margin Loan Commitment; and (ii) the subsequent termination of the Margin Loan Commitment, including without limitation those relating to the reasons for terminating the Margin Loan Commitment.

REQUEST NO. 5.

All Documents and Communications concerning any potential tender offer for

some or all of Twitter's shares, including without limitation (i) all Communications with Defendants, any other one or more of Defendants' Advisors, the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; (ii) all Documents created by Defendants, You, any other one or more of Defendants' Advisors, the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; and (iii) all Documents and Communications relating to the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022.

REQUEST NO. 6.

All Documents and Communications concerning Defendants' requests or potential requests for information pursuant to Section 6.4 and/or Section 6.11 of the Merger Agreement and any information provided by Twitter, or on Twitter's behalf, in response to any such request for information, including without limitation (i) all Documents created by Defendants, You, any other one or more of Defendants' Advisors, the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (ii) all Communications with Defendants, any other one or more of Defendants' Advisors, the Lenders, and/or the Co-Investors concerning such information

requests or potential requests; (iii) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, You, any other one or more of Defendants' Advisors, the Lenders, and/or the Co-Investors, or of which You are aware, relating to Twitter's API or "firehose" data provided to Defendants; (iv) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, You, any other one or more of Defendants' Advisors, the Lenders, and/or the Co-Investors, or of which You are aware, relating to any other information provided by Twitter, or on Twitter's behalf, in response to any information request by Defendants or on Defendants' behalf; and (v) all Documents and Communications concerning Equity Investor's Tweet, dated May 13, 2022, purporting to disclose information obtained from Twitter pursuant to an information request, as alleged in Paragraph 75 of the Complaint.

REQUEST NO. 7.

All Documents and Communications relating to any written or oral request made by any one or more of the Lenders seeking information relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such information request.

REQUEST NO. 8.

All Documents and Communications relating to any written or oral response to an information request made by any one or more of the Lenders relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such response.

REQUEST NO. 9.

All Documents and Communications relating to any written or oral request made by any one or more of the Co-Investors seeking information relating to Twitter and/or the Equity Financing, including without limitation any drafts of any such information request.

REQUEST NO. 10.

All Documents and Communications relating to any written or oral response to an information request made by any one or more of the Co-Investors relating to Twitter and/or the Equity Financing, including without limitation any drafts of any such response.

REQUEST NO. 11.

All Documents and Communications concerning Equity Investor's acquisitions of, and other transactions concerning, shares of Twitter common stock, including without limitation: (i) all Documents and Communications related to the purpose of or rationale for such acquisitions; (ii) all Documents and Communications related to Equity Investor's plans or proposals with

respect to Twitter and Equity Investor's holdings of Twitter stock, whether or not such plans or proposals remain in contemplation today; and (iii) Documents sufficient to identify all transactions, including purchases, sales, and derivatives, involving Twitter's common stock by Equity Investor and/or any affiliate of Equity Investor on or after January 1, 2022 and continuing to the present day.

REQUEST NO. 12.

All Documents and Communications concerning any request made by Twitter, or on Twitter's behalf, seeking Defendants' consent pursuant to Section 6.1 of the Merger Agreement with respect to (i) the implementation of employee retention programs; (ii) the termination of a revolving credit facility; (iii) an application for a money transmitter license; or (iv) any other proposed course of action, corporate policy, or other decision related to the conduct of Twitter's business. Documents responsive to this Request shall include, without limitation: (x) Documents and Communications related to Defendants' assessment of and/or decision whether or not to provide their consent and/or whether or not the proposed course of action, corporate policy, or other decision was commercially reasonable under the circumstances; (y) all Communications with Defendants, any other one or more of Defendants' Advisors, the Lenders, and/or the Co-Investors concerning each consent request; and (z) all Documents

created by Defendants, Defendants' Advisors, the Lenders, and/or the Co-Investors concerning each consent request.

REQUEST NO. 13.

All Documents and Communications concerning Equity Investor's potential membership on the Twitter Board, including without limitation (i) all Documents and Communications relating to the April 4, 2022 Letter Agreement; and (ii) all Documents and Communications relating to Equity Investor's declination of an invitation to join the Twitter Board.

REQUEST NO. 14.

All Documents and Communications concerning the number of false or spam accounts or bots on the Twitter platform and/or the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, including without limitation (i) all Documents and Communications related to any analyses, audits, or investigations performed or conducted by or at the direction of Defendants, You, any other one or more of Defendants' Advisors, the Lenders, and/or the Co-Investors, or of which You are aware, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (ii) all Documents and Communications related to any analyses, audits, or investigations that Defendants, You, any other one or more of Defendants' Advisors, the Lenders, and/or the Co-Investors considered

undertaking, or that Defendants, You, any other one or more of Defendants' Advisors, the Lenders, and/or the Co-Investors considered having others undertake on Your or their behalf, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (iii) all Documents and Communications related to Defendants' decision to execute the Merger Agreement without further due diligence on these subjects; and (iv) all Documents and Communications concerning the Lenders' decision to commit to the Debt Financing without further due diligence on these subjects.

REQUEST NO. 15.

All Communications with any media representative or media outlet regarding the Merger, the Merger Agreement, the Debt Financing, the Equity Financing, the Financing Commitments, the number of false or spam accounts or bots on the Twitter platform, the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, the June 6, 2022 Letter, and/or the July 8, 2022 Letter. This Request includes, without limitation, all Communications made by Defendants, You, any other one or more of Defendants' Advisors, the Lenders, and/or the Co-Investors, or of which You are aware, with the author(s) (or any of their colleagues) of the enumerated articles or any other stories, articles, media commentary, or the like concerning the subject matters listed in this Request.

REQUEST NO. 16.

All Documents and Communications concerning Equity Investor’s determination, as disclosed in Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022, that the April 13, 2022 Proposal was “no longer subject to financing as a result of the Reporting Person’s receipt of the financing commitments . . . and is no longer subject to business due diligence.”

REQUEST NO. 17.

All Documents and Communications concerning (i) Equity Investor’s assertion, in a Tweet dated May 15, 2022, that “[t]here is some chance” that the percentage of bots and/or false or spam accounts “might be over 90% of daily active users”; and (ii) Equity Investor’s assertion, in a Tweet dated May 17, 2022, that “20% fake/spam accounts, while 4 times what Twitter claims, could be much higher,” including without limitation all Documents in Your possession, or of which You are aware, that supported these claims.

REQUEST NO. 18.

All Documents and Communications relating to the effects or potential effects of changes in the price of Tesla, Inc. common stock, on (i) the Merger; (ii) the Debt Financing; (iii) the Equity Financing; (iv) the Financing Commitments; and/or (v) Defendants’ intentions with respect to closing and/or efforts to close the Merger.

REQUEST NO. 19.

All Documents and Communications concerning Equity Investor's (i) efforts to ensure that he had the financial capacity to pay and perform his obligations in respect of the Equity Financing, including without limitation those relating to the status of or expected timeline for such efforts; and (ii) intended or expected sources of cash to fund his obligations in respect of the Equity Financing.

REQUEST NO. 20.

All Documents and Communications relating to the Proxy Statement.

REQUEST NO. 21.

All Documents and Communications concerning Defendants' purported termination of the Merger Agreement, including without limitation those related to (i) any consideration of whether and on what grounds to purport to terminate the Merger Agreement; (ii) any consideration of potentially renegotiating the Merger Agreement; (iii) all Documents and Communications related to the preparation of the June 6, 2022 Letter; and (iv) all Documents and Communications related to the preparation of the July 8, 2022 Letter.

REQUEST NO. 22.

All Documents and Communications concerning Defendants' contention in the July 8, 2022 Letter that Twitter is "likely to suffer a Company Material Adverse Effect," including without limitation any valuations, forecasts, projections,

estimates, or other analyses relating to whether Twitter is likely to suffer a Company Material Adverse Effect.

REQUEST NO. 23.

All forecasts, projections, estimates, or other analyses created by Defendants, You, any other one or more of Defendants' Advisors, the Lenders, and/or the Co-Investors, or on Your or their behalf, relating to Twitter's current or future performance, financial condition, or value, including without limitation (i) any projections of Twitter's revenues, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You, with Your assistance, or at Your direction relating to Twitter's valuation and/or the price to be paid by Defendants to acquire Twitter and/or Twitter shares, whether in the Merger or otherwise.

REQUEST NO. 24.

All Documents and Communications relating to any investment, involvement, potential investment, or potential involvement by Equity Investor, any affiliate of Equity Investor, You, the Co-Investors, and/or any other Person acting in concert with Equity Investor, either directly or indirectly, in any competitor to Twitter, whether or not such competitor is presently in existence.

REQUEST NO. 25.

All Documents and Communications concerning Equity Investor's strategic or business plans for Twitter, including without limitation (i) all Communications between You and Equity Investor, any other one or more of Defendants' Advisors, the Lenders, and/or the Co-Investors concerning any such plans; (ii) all drafts or iterations of any plans to address issues relating to false or spam accounts on the Twitter platform; (iii) all drafts or iterations of any plans relating to employee retention programs or incentives; and (iv) all drafts or iterations of any plans relating to potential changes to the size and/or composition of Twitter's workforce.

REQUEST NO. 26.

All Documents and Communications concerning the actual or potential hiring and/or termination of Twitter employees, including without limitation those relating to (i) any Communications with Twitter, Equity Investor, and/or any other one or more of Defendants' Advisors on the subject; and (ii) Equity Investor's comments at the all-hands meeting with Twitter employees held on June 16, 2022.

REQUEST NO. 27.

All Documents and Communications relating to the termination of Bob Swan and/or the cessation of Bob Swan's involvement on Defendants' behalf in connection with the Merger and the Debt Financing.

REQUEST NO. 28.

All Documents and Communications relating to the actual or potential engagement or involvement of Antonio Gracias to act on Defendants' behalf in connection with the Merger and the Debt Financing, including without limitation any summary or introductory information or briefing materials provided to him.

REQUEST NO. 29.

All audio or video recordings of any Communications with Twitter, any current or former employee, officer, or executive of Twitter, any current or former member of the Twitter Board, or any advisor, attorney, agent, or representative of Twitter.

REQUEST NO. 30.

All Documents and Communications concerning X Holdings I, Inc., X Holdings II, Inc., and/or X Holdings III, LLC, including without limitation all Documents and Communications relating to any investment or potential investment in one or more of these entities and/or any other affiliate of Equity Investor.

REQUEST NO. 31.

Documents sufficient to identify any existing, past, or potential lending, co-investment, or advisory relationships involving You and Defendants and/or any of their affiliates, other than those related to the Merger and the Debt Financing.

REQUEST NO. 32.

All Documents concerning Your policies regarding the retention or destruction of documents.



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

NOTICE OF SERVICE OF SUBPOENA DUCES TECUM

TO: Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
Mathew A. Golden (No. 6035)
POTTER ANDERSON &
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New York, NY 10019

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Bradley R. Wilson
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919 N Market St., 11th Floor
Wilmington, Delaware 19801
(302) 252-4465
Wilmington, DE 19801

Attorneys for Plaintiff Twitter, Inc.

PLEASE TAKE NOTICE that, pursuant to Court of Chancery Rule 45, Plaintiff Twitter, Inc., by and through the undersigned counsel, caused a Subpoena *Duces Tecum*, in the form attached hereto as Exhibit 1, to be served upon non-party Morgan Stanley Senior Funding, Inc., c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801.

Dated: July 30, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 30, 2022, he caused the foregoing document to be served via File&Serve Xpress upon the following counsel admitted to practice in the State of Delaware and via e-mail upon all others:

Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
Mathew A. Golden (No. 6035)
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Holdings II, Inc*

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Wilmington, DE 19801

Attorneys for Plaintiff Twitter, Inc.

By: /s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

SUBPOENA DUCES TECUM

THE STATE OF DELAWARE

TO: Morgan Stanley Senior Funding, Inc.
c/o The Corporation Trust Company
1209 Orange Street
Wilmington, DE 19801

YOU ARE HEREBY COMMANDED:

To produce and permit inspection and copying of designated documents, electronically stored information or tangible things in your possession, custody or control in accordance with the attached **Schedule A** within seven (7) days of service of this subpoena, given the expedited nature of the proceedings, at the offices of Kobre & Kim LLP, 600 North King Street, Suite 501, Wilmington, Delaware 19801, or such other location or date mutually agreeable amongst the parties or ordered by the Court.

This subpoena is issued pursuant to Court of Chancery Rule 45 of the State of Delaware. Court of Chancery Rules 45(c) and (d), copies of which are attached hereto, set forth the protections and duties with respect to this subpoena.

Dated: July 26, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham

Jacob R. Kirkham (#5768)
600 North King Street, Suite 501,
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Twitter, Inc.

Court of Chancery Rule 45(c) and (d):

(c) Protection of persons subject to subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and may impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated documents, electronically stored information, or tangible things or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court on behalf of which the subpoena was issued shall quash or modify the subpoena if it

(i) Fails to allow reasonable time for compliance;

- (ii) Requires disclosure of privileged or other protected matter and no exception or waiver applies; or
- (iii) Subjects a person to undue burden.

(B) If a subpoena

- (i) Requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) Requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court on behalf of which the subpoena was issued may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the Court may order appearance or production only upon specified conditions.

(d) Duty in responding to subpoena.

(1) If a subpoena does not specify a form for producing documents or electronically stored information, the person responding shall produce it in a form or forms in which it is ordinarily maintained, or in which it is reasonably usable. Absent a showing of good cause, the person responding need not produce the same documents or electronically stored information in more than one form. The person responding need not provide discovery of documents or electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On a motion to compel discovery or for a protective order, the person responding to a subpoena must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the Court nevertheless may order discovery from such sources if the requesting party shows good cause. The Court may specify the conditions for the discovery.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, electronically stored information, or tangible things not produced that is sufficient to enable the demanding party to contest the claim.

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

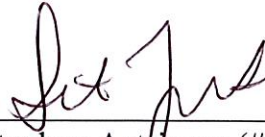
Defendants.

C.A. No. 2022-0613-KSJM

AFFIDAVIT OF SERVICE

I, Stephen Astringer, of Kobre & Kim LLP, hereby certify that, on July 26, 2022, Davis Polk & Wardwell LLP (“Davis Polk”) advised my firm that it represents Morgan Stanley Senior Funding, Inc. in connection with the above-captioned litigation and agreed to accept service of a non-party subpoena by electronic mail on behalf of Morgan Stanley Senior Funding, Inc. Thereafter, that same day, Kobre & Kim LLP served the following documents on Davis Polk by electronic mail:

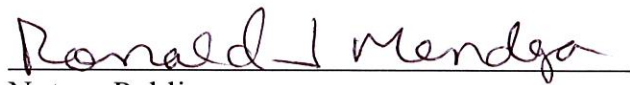
1. The attached Subpoena *Duces Tecum*; and
2. Schedule A to that Subpoena

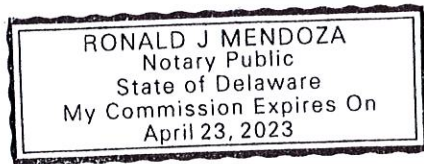


Stephen Astringer (#6375)
KOBRE & KIM LLP
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

Subscribed and sworn to before me
This 20 day of July, 2022.


Notary Public





SCHEDULE A

DEFINITIONS

As used in Schedule A, the following terms shall have the following meanings:

1. “Action” shall mean the above-captioned action.
2. “AH Capital Management L.L.C.” shall mean AH Capital Management L.L.C. and any of its divisions, subsidiaries, or affiliates.
3. “Antonio Gracias” shall mean the Antonio Gracias affiliated with Valor Equity Partners LP.
4. “April 13, 2022 Proposal” shall mean the letter from Equity Investor to Bret Taylor, attached as Exhibit B to Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 13, 2022.
5. “April 24, 2022 Offer” shall mean the letter from Equity Investor to Bret Taylor, dated April 24, 2022, attached as Exhibit G to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.
6. “Barclays” shall mean Barclays Capital Inc. and any of its divisions, subsidiaries, or affiliates.

7. “Bob Swan” shall mean the Bob Swan affiliated with AH Capital Management L.L.C.

8. “BofA Securities” shall mean Bank of America Corporation and/or BofA Securities, Inc. and any of their respective divisions, subsidiaries, or affiliates.

9. “Co-Investor Equity Commitments” shall mean the letter agreements with the Co-Investors.

10. “Co-Investors” shall mean any one or more actual or potential co-investors in the Equity Financing, including without limitation Lawrence Ellison; the Lawrence J. Ellison Revocable Trust; Binance; A.H. Capital Management, L.L.C.; Brookfield Asset Management Inc.; Qatar Holding LLC; Sequoia Capital Fund, L.P.; A.M. Management & Consulting; Aliya Capital Partners LLC; BAMCO, Inc.; DFJ Growth IV Partners, LLC; Fidelity Management & Research Company LLC; Honeycomb Asset Management LP; Key Wealth Advisors LLC; Litani Ventures; Strauss Capital LLC; Tresser Blvd 402 LLC (Cartenna); VyCapital; Witkoff Capital; and Prince Alwaleed bin Talal, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

11. “Communication” shall refer to the transmittal of information (in the form of facts, ideas, inquiries, queries, data, or otherwise) by any means of transmission, regardless of whether the transmittal was initiated or received by an individual or a system. Means of transmission include, but are not limited to, face-to-face conversations, postal or other physical mail, email, text message, instant message (such as iMessage, Slack, and Signal), social media messaging platforms (such as Twitter Direct Messages), voicemail, telephone, or facsimile.

12. “Complaint” shall mean the Verified Complaint, dated July 12, 2022, filed by Twitter against Defendants in this Action.

13. “Debt Financing” shall refer to any amounts contemplated to be borrowed by Defendants, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation the amounts set forth in (i) the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the margin loan commitment letter, dated April 20, 2022, attached as Exhibit D to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (iii) the debt commitment letter dated April 25, 2022, attached as Exhibit H to

Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022; and (iv) the Margin Loan Commitment.

14. “Defendants” shall mean individually and/or collectively, Elon R. Musk; X Holdings I, Inc. and any of its divisions, subsidiaries, or affiliates; and X Holdings II, Inc. and any of its divisions, subsidiaries, or affiliates, together with all other Persons acting or purporting to act on their behalf.

15. “Defendants’ Advisors” shall refer to any one or more of the following: Morgan Stanley; Jared Birchall; Excession LLC; Bob Swan; AH Capital Management, L.L.C.; Antonio Gracias; Valor Equity Partners LP; Kristina Salen; Patrick O’Malley; BofA Securities; Barclays; McDermott Will & Emery LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and Quinn Emanuel Urquhart & Sullivan, LLP, as well as any of Defendants’ other advisors, agents, attorneys, consultants, law firms, public relations firms, or other representatives, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

16. “Document” shall mean “document” as that term is defined and used in Court of Chancery Rules 26, 34, and 45 and shall have the broadest possible meaning permitted by law.

17. “Equity Financing” shall refer to any amounts contemplated to be invested by Equity Investor or others, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation (i) the equity financing commitment letter, dated April 20, 2022, attached as Exhibit E to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the equity financing commitment letter, dated April 25, 2022, filed as Exhibit J to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 26, 2022; (iii) the co-investor equity commitment letters referenced in Amendment No. 6 to Schedule 13D, filed by Equity Investor with the SEC on May 5, 2022; (iv) the equity commitment letter referenced in the Schedule 13D filed by HRH Prince Alwaleed Bin Talal Bin Abdulaziz Alsaud with the SEC on May 9, 2022; (v) the equity commitment side letter, dated May 11, 2022, and executed by, inter alia, Elon R. Musk; (vi) the equity commitment side letter, dated May 24, 2022, and executed by, inter alia, Elon R. Musk; and (vii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022.

18. “Equity Investor” shall mean Elon R. Musk.

19. “Excession LLC” shall mean Excession LLC and any of its divisions, subsidiaries, or affiliates.

20. “Financing Commitments” shall mean: (i) the debt commitment letter, dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022, together with any amendments thereto; (ii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022, together with any amendments thereto; (iii) the Co-Investor Equity Commitments; and (iv) any other commitments to lend or invest money to fund the transactions contemplated by the Merger Agreement.

21. “Jared Birchall” shall mean the Jared Birchall affiliated with Excession LLC.

22. “July 8, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated July 8, 2022, regarding the purported termination of the Merger Agreement.

23. “June 6, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated June 6, 2022, asserting that there had been a “material breach” of the Merger Agreement.

24. “Kristina Salen” shall mean the Kristina Salen who formerly served as Chief Financial Officer of World Wrestling Entertainment, Inc. and who is currently affiliated with Sirius XM Holdings, Inc.

25. “Lenders” shall mean any one or more actual or potential providers of the Debt Financing, including without limitation Morgan Stanley Senior Funding, Inc.; Bank of America, N.A.; BofA Securities, Inc.; Barclays Bank PLC; MUFG Bank, Ltd.; BNP Paribas; BNP Paribas Securities Corp.; Mizuho Bank, Ltd.; Societe Generale; Credit Suisse AG, Cayman Islands Branch; Citibank, N.A.; Deutsche Bank AG, London Branch; Royal Bank of Canada; and Canadian Imperial Bank of Commerce, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

26. “Limited Guarantee” shall mean the Limited Guarantee, dated as of April 25, 2022, provided by Elon R. Musk in favor of Twitter, Inc.

27. “Margin Loan Commitment” shall mean the margin loan commitment letter, dated April 25, 2022, attached as Exhibit I to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.

28. “Merger” shall mean the transactions contemplated by the Merger Agreement.

29. “Merger Agreement” shall mean the Agreement and Plan of Merger, dated April 25, 2022, between and among Elon R. Musk, X Holdings I, Inc., X Holdings II, Inc., and Twitter, Inc.

30. “Morgan Stanley” shall mean Morgan Stanley & Co. L.L.C. and any of its divisions, subsidiaries, or affiliates.

31. “Patrick O’Malley” shall mean the Patrick O’Malley who formerly served as Chief Financial Officer of Avaya Holdings Corp. and who is currently affiliated with Magnolia Medical Technologies, Inc.

32. “Person” or “Persons” shall mean any individual, corporation, partnership, firm, association, government agency, or other organization recognizable at law, together with its agents, employees, and representatives.

33. “SEC” shall mean the U.S. Securities and Exchange Commission, together with any of its employees, attorneys, agents, or representatives, and all other Persons acting or purporting to act on its behalf.

34. “Tweet” shall mean a post made on the Twitter platform, including Retweets or replies.

35. “Twitter” shall mean Twitter, Inc. and any of its divisions, subsidiaries or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

36. “Valor Equity Partners LP” shall mean Valor Equity Partners LP and any of its divisions, subsidiaries, or affiliates.

37. The terms “You” or “Your” shall mean Morgan Stanley Senior Funding, Inc. and/or any of Morgan Stanley Senior Funding, Inc.’s divisions, subsidiaries, or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

38. The term “including” shall mean “including without limitation” or “including, but not limited to.”

39. The terms “and” and “all” shall each be construed either disjunctively or conjunctively to bring within the scope of the Requests all responses that might otherwise be construed as outside their scope.

40. The terms “any” and “each” shall each be construed as both “each” and “every” to bring within the scope of the Requests all responses which might otherwise be construed to be outside their scope.

41. The use of the singular form of any word shall include the plural and vice versa.

42. The terms “concerning,” “regarding,” “relating to,” and/or “related to” shall each be read and applied as interchangeable and shall each be construed in the broadest sense to mean referring to, describing, evidencing, memorializing, concerning, regarding, with regard to, relating to, referring to, pertaining to, containing, analyzing, evaluating, studying, recording, reflecting, reporting on, commenting on, reviewed in connection or in conjunction with, setting forth, contradicting, refuting, and considering, in whole or in part.

43. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Merger Agreement.

INSTRUCTIONS

The following instructions shall apply to the Document Requests contained herein.

1. These Requests require that You produce Documents in a manner that satisfies the requirements of Court of Chancery Rules 26, 34, and 45.

2. Unless otherwise specified, the time period covered by these Requests is January 1, 2022, through July 8, 2022.

3. These Requests are continuing and require supplementation pursuant to Court of Chancery Rules 26, 34, and 45.

4. A Request for a Document shall be deemed to include a request for any non-identical copies or drafts of the Document, as well as all transmittal sheets, cover letters, exhibits, enclosures, or attachments to the Document, in addition to the Document itself. Any Document described herein is to be produced in its original file folder, with all labels or similar markings intact, and with the name of the Person from whose file it was produced.

5. If it is not possible to produce any Document called for by a Request, or if any part of a Request is objected to, the reasons for the failure to produce the Documents or the objection should be stated specifically as to all grounds.

6. If a Document responsive to any Request is no longer in Your possession, custody, or control, give a description of the Document, state what disposition was made of the Document and the date of such disposition, and identify all Persons having knowledge of the Document's contents.

7. If any Document responsive to any Request has been destroyed, give a description of the Document, set forth the contents of the Document, the location of any copies of the Document, the date of the Document's destruction,

and the name of the Person who destroyed the Document or ordered or authorized its destruction.

8. If You claim any form of privilege or protection or other reason, whether based on statute or otherwise, as a ground for not producing requested Documents, furnish a list identifying each Document for which the privilege or protection is claimed, together with the following information: date; sender, recipients, and Persons to whom copies were furnished, together with their job titles; subject matter; and basis on which the Document is withheld consistent with the Court of Chancery Rules.

9. Requests are not intended to limit or modify other Requests and should not be interpreted as limiting or modifying other Requests.

10. If You contend that any Request is overly broad and/or unduly burdensome, identify all aspects of the Request that are overly broad or unduly burdensome and produce the Documents that are not subject to this contention.

11. If there are no Documents or Communications responsive to any particular Request or subpart thereof, You shall state so in writing.

12. For any responsive Documents or Communications stored in electronic format, including email and text messages, You will produce those Documents or Communications in searchable electronic format (e.g., single-

page .TIFF format with corresponding Document-level extracted text files and OCR text files, each named by the Bates number assigned to the first page) by secure electronic transmission (e.g. SFTP site) or on CD-ROMs, DVD-ROMs, portable or external hard drives, or other widely-used electronic or optical storage media. All images will be produced as single page .TIFF images, black and white, Group IV and 300 dpi with a Concordance Image (formerly Opticon) style .OPT load file. All color images will be provided in JPEG format where color images are necessary to understand the Document. All Microsoft Excel, PowerPoint, and similar spreadsheet or presentation files will be produced in native format. Furthermore, for all native files that are produced, a corresponding placeholder TIFF image will be produced that bears the same Bates assigned to the native file, has all associated metadata, and indicates that that the “File has been produced in native format.” All responsive electronic Documents and Communications will be produced with sufficient metadata to convey where these items begin and end (including attachments), the original file name, and the original timestamps and attributes. All metadata will be provided in a delimited data field (with file extension .DAT), delimited using the Concordance style delimiters, and including the following metadata fields: “BEGBATES”, “ENDBATES”, “BEGATTACH”, “ENDATTACH”, “FAMILY-DATE/TIME”, “Page Count”, “Custodian”, “ALL

CUSTODIANS”, “To”, “From”, “CC”, “BCC”, “Subject”, “Sent Date/Time”, “Author”, “Title”, “File Name”, “File Extension”, “Redacted”, “TextPath”, “NativePath”, “MD5HASH”, “Received Date/Time”, “File Size”, and “Confidentiality”.

13. None of the Definitions or Requests set forth herein shall be construed as an admission relating to the existence of any evidence, to the relevance or admissibility of any evidence, or to the truth or accuracy of any statement or characterization in the Definition or Request.

DOCUMENT REQUESTS

REQUEST NO. 1.

All Documents and Communications relating to the April 13, 2022 Proposal, the April 24, 2022 Offer, any other potential acquisition or other strategic transaction involving Twitter, the Merger, the Merger Agreement, the Limited Guarantee, the June 6, 2022 Letter, and/or the July 8, 2022 Letter, and any financing with respect to any of the foregoing or any transaction contemplated thereby (including but not limited to the Debt Financing, the Equity Financing, and/or the Financing Commitments), including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or any Co-Investor concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning these subjects; (iii) all Communications with any advisor, attorney, or other representative of any Co-Investor concerning these subjects; and (iv) all Communications with any advisor, attorney, or other representative of any advisor, attorney, and/or other representative of You or any other one or more of the Lenders concerning these subjects.

REQUEST NO. 2.

All Documents and Communications relating to efforts to syndicate and/or arrange, document, negotiate the terms of, or consummate the Debt Financing

and close the Merger, including those concerning the status of or expected timeline for such efforts. Documents responsive to this Request shall include, without limitation: (i) closing checklists (and drafts thereof) for any aspect of the Debt Financing; (ii) timelines (and drafts thereof) for the arrangement, negotiation, execution, and/or consummation of the Debt Financing; (iii) agendas, presentations, decks, and other materials (and drafts thereof) related to any organizational calls, lender meetings, drafting sessions, or due diligence sessions concerning the Debt Financing, and any notes, recordings, or transcriptions of any calls or meetings related to the Debt Financing; (iv) drafts of definitive agreements and ancillary and closing documents (and all schedules and exhibits thereto) related to the Debt Financing; (v) offering memoranda, confidential information memoranda, and lender presentations (and drafts thereof) related to the Debt Financing; and (vi) ratings agency presentations (and drafts thereof) related to the Debt Financing.

REQUEST NO. 3.

All Documents and Communications concerning (i) the reduction of the amount of the Margin Loan Commitment, including without limitation those relating to the reasons for reducing the amount of the Margin Loan Commitment; and (ii) the subsequent termination of the Margin Loan Commitment, including

without limitation those relating to the reasons for terminating the Margin Loan Commitment.

REQUEST NO. 4.

All Documents and Communications concerning any potential tender offer for some or all of Twitter's shares, including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; and (iii) all Documents and Communications relating to the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022.

REQUEST NO. 5.

All Documents and Communications concerning Defendants' requests or potential requests for information pursuant to Section 6.4 and/or Section 6.11 of the Merger Agreement and any information provided by Twitter, or on Twitter's behalf, in response to any such request for information, including without limitation (i) all Documents created by Defendants, any one or more of

Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (ii) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (iii) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to Twitter's API or "firehose" data provided to Defendants; (iv) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to any other information provided by Twitter, or on Twitter's behalf, in response to any information request by Defendants or on Defendants' behalf; and (v) all Documents and Communications concerning Equity Investor's Tweet, dated May 13, 2022, purporting to disclose information obtained from Twitter pursuant to an information request, as alleged in Paragraph 75 of the Complaint.

REQUEST NO. 6.

All Documents and Communications relating to any written or oral request made by You or any other one or more of the Lenders seeking information relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such information request.

REQUEST NO. 7.

All Documents and Communications relating to any written or oral response to an information request made by You and/or any other one or more of the Lenders relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such response.

REQUEST NO. 8.

All Documents and Communications concerning the number of false or spam accounts or bots on the Twitter platform and/or the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, including without limitation (i) all Documents and Communications related to any analyses, audits, or investigations performed or conducted by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (ii) all Documents and Communications related to any analyses, audits, or investigations that

Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered undertaking, or that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered having others undertake on Your or their behalf, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (iii) all Documents and Communications related to Defendants' decision to execute the Merger Agreement without further due diligence on these subjects; and (iv) all Documents and Communications concerning Your decision to commit to the Debt Financing without further due diligence on these subjects.

REQUEST NO. 9.

All Communications with any media representative or media outlet regarding the Merger, the Merger Agreement, the Debt Financing, the Equity Financing, the Financing Commitments, the number of false or spam accounts or bots on the Twitter platform, the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, the June 6, 2022 Letter, and/or the July 8, 2022 Letter. This Request includes, without limitation, all Communications made by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, with the author(s) (or any of their colleagues) of the enumerated articles or any

other stories, articles, media commentary, or the like concerning the subject matters listed in this Request.

REQUEST NO. 10.

All Documents and Communications concerning Equity Investor’s determination, as disclosed in Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022, that the April 13, 2022 Proposal was “no longer subject to financing as a result of the Reporting Person’s receipt of the financing commitments . . . and is no longer subject to business due diligence.”

REQUEST NO. 11.

All Documents and Communications concerning (i) Equity Investor’s assertion, in a Tweet dated May 15, 2022, that “[t]here is some chance” that the percentage of bots and/or false or spam accounts “might be over 90% of daily active users”; and (ii) Equity Investor’s assertion, in a Tweet dated May 17, 2022, that “20% fake/spam accounts, while 4 times what Twitter claims, could be much higher,” including without limitation all Documents in Your possession, or of which You are aware, that supported these claims.

REQUEST NO. 12.

All Documents and Communications relating to the effects or potential effects of changes in the price of Tesla, Inc. common stock, on (i) the Merger; (ii) the Debt Financing; (iii) the Equity Financing; (iv) the Financing Commitments;

and/or (v) Defendants' intentions with respect to closing and/or efforts to close the Merger.

REQUEST NO. 13.

All Documents and Communications concerning Equity Investor's (i) efforts to ensure that he had the financial capacity to pay and perform his obligations in respect of the Equity Financing, including without limitation those relating to the status of or expected timeline for such efforts; and (ii) intended or expected sources of cash to fund his obligations in respect of the Equity Financing.

REQUEST NO. 14.

All Documents and Communications concerning Defendants' purported termination of the Merger Agreement, including without limitation those related to (i) any consideration of whether and on what grounds to purport to terminate the Merger Agreement; (ii) any consideration of potentially renegotiating the Merger Agreement; (iii) all Documents and Communications related to the preparation of the June 6, 2022 Letter; and (iv) all Documents and Communications related to the preparation of the July 8, 2022 Letter.

REQUEST NO. 15.

All Documents and Communications concerning Defendants' contention in the July 8, 2022 Letter that Twitter is "likely to suffer a Company Material Adverse Effect," including without limitation any valuations, forecasts, projections,

estimates, or other analyses relating to whether Twitter is likely to suffer a Company Material Adverse Effect.

REQUEST NO. 16.

All forecasts, projections, estimates, or other analyses created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or on Your or their behalf, relating to Twitter's current or future performance, financial condition, or value, including without limitation any projections of Twitter's revenues, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses.

REQUEST NO. 17.

All Documents and Communications relating to any investment, involvement, potential investment, or potential involvement by Equity Investor, any affiliate of Equity Investor, You, any other one or more of the Lenders, the Co-Investors, and/or any other Person acting in concert with Equity Investor, either directly or indirectly, in any competitor to Twitter, whether or not such competitor is presently in existence.

REQUEST NO. 18.

All Documents and Communications concerning Equity Investor's strategic or business plans for Twitter, including without limitation (i) all Communications between You and Equity Investor, any one or more of Defendants' Advisors,

any other one or more of the Lenders, and/or the Co-Investors concerning any such plans; (ii) all drafts or iterations of any plans to address issues relating to false or spam accounts on the Twitter platform; (iii) all drafts or iterations of any plans relating to employee retention programs or incentives; and (iv) all drafts or iterations of any plans relating to potential changes to the size and/or composition of Twitter's workforce.

REQUEST NO. 19.

All Documents and Communications relating to the termination of Bob Swan and/or the cessation of Bob Swan's involvement on Defendants' behalf in connection with the Merger and the Debt Financing.

REQUEST NO. 20.

All Documents and Communications relating to the actual or potential engagement or involvement of Antonio Gracias to act on Defendants' behalf in connection with the Merger and the Debt Financing, including without limitation any summary or introductory information or briefing materials provided to him.

REQUEST NO. 21.

All Documents concerning Your policies regarding the retention or destruction of documents.



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

NOTICE OF SERVICE OF SUBPOENA DUCES TECUM

TO: Peter J. Walsh, Jr. (No. 2437)
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Christopher N. Kelly (No. 5717)
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Wilmington, DE 19801

Attorneys for Plaintiff Twitter, Inc.

PLEASE TAKE NOTICE that, pursuant to Court of Chancery Rule 45, Plaintiff Twitter, Inc., by and through the undersigned counsel, caused a Subpoena *Duces Tecum*, in the form attached hereto as Exhibit 1, to be served upon non-party MUFG Securities Americas Inc., c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

Dated: July 30, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 30, 2022, he caused the foregoing document to be served via File&Serve Xpress upon the following counsel admitted to practice in the State of Delaware and via e-mail upon all others:

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Mathew A. Golden (No. 6035)
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Attorneys for Plaintiff Twitter, Inc.

By: /s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

SUBPOENA DUCES TECUM

THE STATE OF DELAWARE

TO: MUFG Securities Americas Inc.
c/o Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

YOU ARE HEREBY COMMANDED:

To produce and permit inspection and copying of designated documents, electronically stored information or tangible things in your possession, custody or control in accordance with the attached **Schedule A** within seven (7) days of service of this subpoena, given the expedited nature of the proceedings, at the offices of Kobre & Kim LLP, 600 North King Street, Suite 501, Wilmington, Delaware 19801, or such other location or date mutually agreeable amongst the parties or ordered by the Court.

This subpoena is issued pursuant to Court of Chancery Rule 45 of the State of Delaware. Court of Chancery Rules 45(c) and (d), copies of which are attached hereto, set forth the protections and duties with respect to this subpoena.

Dated: July 26, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham

Jacob R. Kirkham (#5768)
600 North King Street, Suite 501,
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Twitter, Inc.

Court of Chancery Rule 45(c) and (d):

(c) Protection of persons subject to subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and may impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated documents, electronically stored information, or tangible things or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court on behalf of which the subpoena was issued shall quash or modify the subpoena if it

(i) Fails to allow reasonable time for compliance;

- (ii) Requires disclosure of privileged or other protected matter and no exception or waiver applies; or
- (iii) Subjects a person to undue burden.

(B) If a subpoena

- (i) Requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) Requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court on behalf of which the subpoena was issued may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the Court may order appearance or production only upon specified conditions.

(d) Duty in responding to subpoena.

(1) If a subpoena does not specify a form for producing documents or electronically stored information, the person responding shall produce it in a form or forms in which it is ordinarily maintained, or in which it is reasonably usable. Absent a showing of good cause, the person responding need not produce the same documents or electronically stored information in more than one form. The person responding need not provide discovery of documents or electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On a motion to compel discovery or for a protective order, the person responding to a subpoena must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the Court nevertheless may order discovery from such sources if the requesting party shows good cause. The Court may specify the conditions for the discovery.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, electronically stored information, or tangible things not produced that is sufficient to enable the demanding party to contest the claim.

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

AFFIDAVIT OF SERVICE

I, Stephen Astringer, of Kobre & Kim LLP, hereby certify that, on July 26, 2022, Davis Polk & Wardwell LLP (“Davis Polk”) advised my firm that it represents MUFG Securities Americas Inc. in connection with the above-captioned litigation and agreed to accept service of a non-party subpoena by electronic mail on behalf of MUFG Securities Americas Inc. Thereafter, that same day, Kobre & Kim LLP served the following documents on Davis Polk by electronic mail:

1. The attached Subpoena *Duces Tecum*; and
2. Schedule A to that Subpoena.



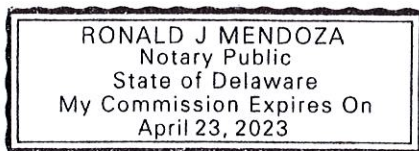
Stephen Astringer (#6375)
KOBRE & KIM LLP
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

Subscribed and sworn to before me
This 28 day of July, 2022.



Notary Public





SCHEDULE A

DEFINITIONS

As used in Schedule A, the following terms shall have the following meanings:

1. “Action” shall mean the above-captioned action.
2. “AH Capital Management L.L.C.” shall mean AH Capital Management L.L.C. and any of its divisions, subsidiaries, or affiliates.
3. “Antonio Gracias” shall mean the Antonio Gracias affiliated with Valor Equity Partners LP.
4. “April 13, 2022 Proposal” shall mean the letter from Equity Investor to Bret Taylor, attached as Exhibit B to Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 13, 2022.
5. “April 24, 2022 Offer” shall mean the letter from Equity Investor to Bret Taylor, dated April 24, 2022, attached as Exhibit G to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.
6. “Barclays” shall mean Barclays Capital Inc. and any of its divisions, subsidiaries, or affiliates.

7. “Bob Swan” shall mean the Bob Swan affiliated with AH Capital Management L.L.C.

8. “BofA Securities” shall mean Bank of America Corporation and/or BofA Securities, Inc. and any of their respective divisions, subsidiaries, or affiliates.

9. “Co-Investor Equity Commitments” shall mean the letter agreements with the Co-Investors.

10. “Co-Investors” shall mean any one or more actual or potential co-investors in the Equity Financing, including without limitation Lawrence Ellison; the Lawrence J. Ellison Revocable Trust; Binance; A.H. Capital Management, L.L.C.; Brookfield Asset Management Inc.; Qatar Holding LLC; Sequoia Capital Fund, L.P.; A.M. Management & Consulting; Aliya Capital Partners LLC; BAMCO, Inc.; DFJ Growth IV Partners, LLC; Fidelity Management & Research Company LLC; Honeycomb Asset Management LP; Key Wealth Advisors LLC; Litani Ventures; Strauss Capital LLC; Tresser Blvd 402 LLC (Cartenna); VyCapital; Witkoff Capital; and Prince Alwaleed bin Talal, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

11. “Communication” shall refer to the transmittal of information (in the form of facts, ideas, inquiries, queries, data, or otherwise) by any means of transmission, regardless of whether the transmittal was initiated or received by an individual or a system. Means of transmission include, but are not limited to, face-to-face conversations, postal or other physical mail, email, text message, instant message (such as iMessage, Slack, and Signal), social media messaging platforms (such as Twitter Direct Messages), voicemail, telephone, or facsimile.

12. “Complaint” shall mean the Verified Complaint, dated July 12, 2022, filed by Twitter against Defendants in this Action.

13. “Debt Financing” shall refer to any amounts contemplated to be borrowed by Defendants, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation the amounts set forth in (i) the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the margin loan commitment letter, dated April 20, 2022, attached as Exhibit D to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (iii) the debt commitment letter dated April 25, 2022, attached as Exhibit H to

Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022; and (iv) the Margin Loan Commitment.

14. “Defendants” shall mean individually and/or collectively, Elon R. Musk; X Holdings I, Inc. and any of its divisions, subsidiaries, or affiliates; and X Holdings II, Inc. and any of its divisions, subsidiaries, or affiliates, together with all other Persons acting or purporting to act on their behalf.

15. “Defendants’ Advisors” shall refer to any one or more of the following: Morgan Stanley; Jared Birchall; Excession LLC; Bob Swan; AH Capital Management, L.L.C.; Antonio Gracias; Valor Equity Partners LP; Kristina Salen; Patrick O’Malley; BofA Securities; Barclays; McDermott Will & Emery LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and Quinn Emanuel Urquhart & Sullivan, LLP, as well as any of Defendants’ other advisors, agents, attorneys, consultants, law firms, public relations firms, or other representatives, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

16. “Document” shall mean “document” as that term is defined and used in Court of Chancery Rules 26, 34, and 45 and shall have the broadest possible meaning permitted by law.

17. “Equity Financing” shall refer to any amounts contemplated to be invested by Equity Investor or others, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation (i) the equity financing commitment letter, dated April 20, 2022, attached as Exhibit E to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the equity financing commitment letter, dated April 25, 2022, filed as Exhibit J to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 26, 2022; (iii) the co-investor equity commitment letters referenced in Amendment No. 6 to Schedule 13D, filed by Equity Investor with the SEC on May 5, 2022; (iv) the equity commitment letter referenced in the Schedule 13D filed by HRH Prince Alwaleed Bin Talal Bin Abdulaziz Alsaud with the SEC on May 9, 2022; (v) the equity commitment side letter, dated May 11, 2022, and executed by, inter alia, Elon R. Musk; (vi) the equity commitment side letter, dated May 24, 2022, and executed by, inter alia, Elon R. Musk; and (vii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022.

18. “Equity Investor” shall mean Elon R. Musk.

19. “Excession LLC” shall mean Excession LLC and any of its divisions, subsidiaries, or affiliates.

20. “Financing Commitments” shall mean: (i) the debt commitment letter, dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022, together with any amendments thereto; (ii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022, together with any amendments thereto; (iii) the Co-Investor Equity Commitments; and (iv) any other commitments to lend or invest money to fund the transactions contemplated by the Merger Agreement.

21. “Jared Birchall” shall mean the Jared Birchall affiliated with Excession LLC.

22. “July 8, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated July 8, 2022, regarding the purported termination of the Merger Agreement.

23. “June 6, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated June 6, 2022, asserting that there had been a “material breach” of the Merger Agreement.

24. “Kristina Salen” shall mean the Kristina Salen who formerly served as Chief Financial Officer of World Wrestling Entertainment, Inc. and who is currently affiliated with Sirius XM Holdings, Inc.

25. “Lenders” shall mean any one or more actual or potential providers of the Debt Financing, including without limitation Morgan Stanley Senior Funding, Inc.; Bank of America, N.A.; BofA Securities, Inc.; Barclays Bank PLC; MUFG Bank, Ltd.; BNP Paribas; BNP Paribas Securities Corp.; Mizuho Bank, Ltd.; Societe Generale; Credit Suisse AG, Cayman Islands Branch; Citibank, N.A.; Deutsche Bank AG, London Branch; Royal Bank of Canada; and Canadian Imperial Bank of Commerce, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

26. “Limited Guarantee” shall mean the Limited Guarantee, dated as of April 25, 2022, provided by Elon R. Musk in favor of Twitter, Inc.

27. “Margin Loan Commitment” shall mean the margin loan commitment letter, dated April 25, 2022, attached as Exhibit I to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.

28. “Merger” shall mean the transactions contemplated by the Merger Agreement.

29. “Merger Agreement” shall mean the Agreement and Plan of Merger, dated April 25, 2022, between and among Elon R. Musk, X Holdings I, Inc., X Holdings II, Inc., and Twitter, Inc.

30. “Morgan Stanley” shall mean Morgan Stanley & Co. LLC and any of its divisions, subsidiaries, or affiliates.

31. “Patrick O’Malley” shall mean the Patrick O’Malley who formerly served as Chief Financial Officer of Avaya Holdings Corp. and who is currently affiliated with Magnolia Medical Technologies, Inc.

32. “Person” or “Persons” shall mean any individual, corporation, partnership, firm, association, government agency, or other organization recognizable at law, together with its agents, employees, and representatives.

33. “SEC” shall mean the U.S. Securities and Exchange Commission, together with any of its employees, attorneys, agents, or representatives, and all other Persons acting or purporting to act on its behalf.

34. “Tweet” shall mean a post made on the Twitter platform, including Retweets or replies.

35. “Twitter” shall mean Twitter, Inc. and any of its divisions, subsidiaries or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

36. “Valor Equity Partners LP” shall mean Valor Equity Partners LP and any of its divisions, subsidiaries, or affiliates.

37. The terms “You” or “Your” shall mean MUFG Securities Americas Inc. and/or any of MUFG Securities Americas Inc. divisions, subsidiaries, or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

38. The term “including” shall mean “including without limitation” or “including, but not limited to.”

39. The terms “and” and “all” shall each be construed either disjunctively or conjunctively to bring within the scope of the Requests all responses that might otherwise be construed as outside their scope.

40. The terms “any” and “each” shall each be construed as both “each” and “every” to bring within the scope of the Requests all responses which might otherwise be construed to be outside their scope.

41. The use of the singular form of any word shall include the plural and vice versa.

42. The terms “concerning,” “regarding,” “relating to,” and/or “related to” shall each be read and applied as interchangeable and shall each be construed in the broadest sense to mean referring to, describing, evidencing, memorializing, concerning, regarding, with regard to, relating to, referring to, pertaining to, containing, analyzing, evaluating, studying, recording, reflecting, reporting on, commenting on, reviewed in connection or in conjunction with, setting forth, contradicting, refuting, and considering, in whole or in part.

43. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Merger Agreement.

INSTRUCTIONS

The following instructions shall apply to the Document Requests contained herein.

1. These Requests require that You produce Documents in a manner that satisfies the requirements of Court of Chancery Rules 26, 34, and 45.

2. Unless otherwise specified, the time period covered by these Requests is January 1, 2022, through July 8, 2022.

3. These Requests are continuing and require supplementation pursuant to Court of Chancery Rules 26, 34, and 45.

4. A Request for a Document shall be deemed to include a request for any non-identical copies or drafts of the Document, as well as all transmittal sheets, cover letters, exhibits, enclosures, or attachments to the Document, in addition to the Document itself. Any Document described herein is to be produced in its original file folder, with all labels or similar markings intact, and with the name of the Person from whose file it was produced.

5. If it is not possible to produce any Document called for by a Request, or if any part of a Request is objected to, the reasons for the failure to produce the Documents or the objection should be stated specifically as to all grounds.

6. If a Document responsive to any Request is no longer in Your possession, custody, or control, give a description of the Document, state what disposition was made of the Document and the date of such disposition, and identify all Persons having knowledge of the Document's contents.

7. If any Document responsive to any Request has been destroyed, give a description of the Document, set forth the contents of the Document, the location of any copies of the Document, the date of the Document's destruction,

and the name of the Person who destroyed the Document or ordered or authorized its destruction.

8. If You claim any form of privilege or protection or other reason, whether based on statute or otherwise, as a ground for not producing requested Documents, furnish a list identifying each Document for which the privilege or protection is claimed, together with the following information: date; sender, recipients, and Persons to whom copies were furnished, together with their job titles; subject matter; and basis on which the Document is withheld consistent with the Court of Chancery Rules.

9. Requests are not intended to limit or modify other Requests and should not be interpreted as limiting or modifying other Requests.

10. If You contend that any Request is overly broad and/or unduly burdensome, identify all aspects of the Request that are overly broad or unduly burdensome and produce the Documents that are not subject to this contention.

11. If there are no Documents or Communications responsive to any particular Request or subpart thereof, You shall state so in writing.

12. For any responsive Documents or Communications stored in electronic format, including email and text messages, You will produce those Documents or Communications in searchable electronic format (e.g., single-

page .TIFF format with corresponding Document-level extracted text files and OCR text files, each named by the Bates number assigned to the first page) by secure electronic transmission (e.g. SFTP site) or on CD-ROMs, DVD-ROMs, portable or external hard drives, or other widely-used electronic or optical storage media. All images will be produced as single page .TIFF images, black and white, Group IV and 300 dpi with a Concordance Image (formerly Opticon) style .OPT load file. All color images will be provided in JPEG format where color images are necessary to understand the Document. All Microsoft Excel, PowerPoint, and similar spreadsheet or presentation files will be produced in native format. Furthermore, for all native files that are produced, a corresponding placeholder TIFF image will be produced that bears the same Bates assigned to the native file, has all associated metadata, and indicates that that the “File has been produced in native format.” All responsive electronic Documents and Communications will be produced with sufficient metadata to convey where these items begin and end (including attachments), the original file name, and the original timestamps and attributes. All metadata will be provided in a delimited data field (with file extension .DAT), delimited using the Concordance style delimiters, and including the following metadata fields: “BEGBATES”, “ENDBATES”, “BEGATTACH”, “ENDATTACH”, “FAMILY-DATE/TIME”, “Page Count”, “Custodian”, “ALL

CUSTODIANS”, “To”, “From”, “CC”, “BCC”, “Subject”, “Sent Date/Time”, “Author”, “Title”, “File Name”, “File Extension”, “Redacted”, “TextPath”, “NativePath”, “MD5HASH”, “Received Date/Time”, “File Size”, and “Confidentiality”.

13. None of the Definitions or Requests set forth herein shall be construed as an admission relating to the existence of any evidence, to the relevance or admissibility of any evidence, or to the truth or accuracy of any statement or characterization in the Definition or Request.

DOCUMENT REQUESTS

REQUEST NO. 1.

All Documents and Communications relating to the April 13, 2022 Proposal, the April 24, 2022 Offer, any other potential acquisition or other strategic transaction involving Twitter, the Merger, the Merger Agreement, the Limited Guarantee, the June 6, 2022 Letter, and/or the July 8, 2022 Letter, and any financing with respect to any of the foregoing or any transaction contemplated thereby (including but not limited to the Debt Financing, the Equity Financing, and/or the Financing Commitments), including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or any Co-Investor concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning these subjects; (iii) all Communications with any advisor, attorney, or other representative of any Co-Investor concerning these subjects; and (iv) all Communications with any advisor, attorney, or other representative of any advisor, attorney, and/or other representative of You or any other one or more of the Lenders concerning these subjects.

REQUEST NO. 2.

All Documents and Communications relating to efforts to syndicate and/or arrange, document, negotiate the terms of, or consummate the Debt Financing

and close the Merger, including those concerning the status of or expected timeline for such efforts. Documents responsive to this Request shall include, without limitation: (i) closing checklists (and drafts thereof) for any aspect of the Debt Financing; (ii) timelines (and drafts thereof) for the arrangement, negotiation, execution, and/or consummation of the Debt Financing; (iii) agendas, presentations, decks, and other materials (and drafts thereof) related to any organizational calls, lender meetings, drafting sessions, or due diligence sessions concerning the Debt Financing, and any notes, recordings, or transcriptions of any calls or meetings related to the Debt Financing; (iv) drafts of definitive agreements and ancillary and closing documents (and all schedules and exhibits thereto) related to the Debt Financing; (v) offering memoranda, confidential information memoranda, and lender presentations (and drafts thereof) related to the Debt Financing; and (vi) ratings agency presentations (and drafts thereof) related to the Debt Financing.

REQUEST NO. 3.

All Documents and Communications concerning (i) the reduction of the amount of the Margin Loan Commitment, including without limitation those relating to the reasons for reducing the amount of the Margin Loan Commitment; and (ii) the subsequent termination of the Margin Loan Commitment, including

without limitation those relating to the reasons for terminating the Margin Loan Commitment.

REQUEST NO. 4.

All Documents and Communications concerning any potential tender offer for some or all of Twitter's shares, including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; and (iii) all Documents and Communications relating to the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022.

REQUEST NO. 5.

All Documents and Communications concerning Defendants' requests or potential requests for information pursuant to Section 6.4 and/or Section 6.11 of the Merger Agreement and any information provided by Twitter, or on Twitter's behalf, in response to any such request for information, including without limitation (i) all Documents created by Defendants, any one or more of

Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (ii) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (iii) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to Twitter's API or "firehose" data provided to Defendants; (iv) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to any other information provided by Twitter, or on Twitter's behalf, in response to any information request by Defendants or on Defendants' behalf; and (v) all Documents and Communications concerning Equity Investor's Tweet, dated May 13, 2022, purporting to disclose information obtained from Twitter pursuant to an information request, as alleged in Paragraph 75 of the Complaint.

REQUEST NO. 6.

All Documents and Communications relating to any written or oral request made by You or any other one or more of the Lenders seeking information relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such information request.

REQUEST NO. 7.

All Documents and Communications relating to any written or oral response to an information request made by You and/or any other one or more of the Lenders relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such response.

REQUEST NO. 8.

All Documents and Communications concerning the number of false or spam accounts or bots on the Twitter platform and/or the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, including without limitation (i) all Documents and Communications related to any analyses, audits, or investigations performed or conducted by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (ii) all Documents and Communications related to any analyses, audits, or investigations that

Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered undertaking, or that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered having others undertake on Your or their behalf, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (iii) all Documents and Communications related to Defendants' decision to execute the Merger Agreement without further due diligence on these subjects; and (iv) all Documents and Communications concerning Your decision to commit to the Debt Financing without further due diligence on these subjects.

REQUEST NO. 9.

All Communications with any media representative or media outlet regarding the Merger, the Merger Agreement, the Debt Financing, the Equity Financing, the Financing Commitments, the number of false or spam accounts or bots on the Twitter platform, the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, the June 6, 2022 Letter, and/or the July 8, 2022 Letter. This Request includes, without limitation, all Communications made by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, with the author(s) (or any of their colleagues) of the enumerated articles or any

other stories, articles, media commentary, or the like concerning the subject matters listed in this Request.

REQUEST NO. 10.

All Documents and Communications concerning Equity Investor’s determination, as disclosed in Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022, that the April 13, 2022 Proposal was “no longer subject to financing as a result of the Reporting Person’s receipt of the financing commitments . . . and is no longer subject to business due diligence.”

REQUEST NO. 11.

All Documents and Communications concerning (i) Equity Investor’s assertion, in a Tweet dated May 15, 2022, that “[t]here is some chance” that the percentage of bots and/or false or spam accounts “might be over 90% of daily active users”; and (ii) Equity Investor’s assertion, in a Tweet dated May 17, 2022, that “20% fake/spam accounts, while 4 times what Twitter claims, could be much higher,” including without limitation all Documents in Your possession, or of which You are aware, that supported these claims.

REQUEST NO. 12.

All Documents and Communications relating to the effects or potential effects of changes in the price of Tesla, Inc. common stock, on (i) the Merger; (ii) the Debt Financing; (iii) the Equity Financing; (iv) the Financing Commitments;

and/or (v) Defendants' intentions with respect to closing and/or efforts to close the Merger.

REQUEST NO. 13.

All Documents and Communications concerning Equity Investor's (i) efforts to ensure that he had the financial capacity to pay and perform his obligations in respect of the Equity Financing, including without limitation those relating to the status of or expected timeline for such efforts; and (ii) intended or expected sources of cash to fund his obligations in respect of the Equity Financing.

REQUEST NO. 14.

All Documents and Communications concerning Defendants' purported termination of the Merger Agreement, including without limitation those related to (i) any consideration of whether and on what grounds to purport to terminate the Merger Agreement; (ii) any consideration of potentially renegotiating the Merger Agreement; (iii) all Documents and Communications related to the preparation of the June 6, 2022 Letter; and (iv) all Documents and Communications related to the preparation of the July 8, 2022 Letter.

REQUEST NO. 15.

All Documents and Communications concerning Defendants' contention in the July 8, 2022 Letter that Twitter is "likely to suffer a Company Material Adverse Effect," including without limitation any valuations, forecasts, projections,

estimates, or other analyses relating to whether Twitter is likely to suffer a Company Material Adverse Effect.

REQUEST NO. 16.

All forecasts, projections, estimates, or other analyses created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or on Your or their behalf, relating to Twitter's current or future performance, financial condition, or value, including without limitation any projections of Twitter's revenues, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses.

REQUEST NO. 17.

All Documents and Communications relating to any investment, involvement, potential investment, or potential involvement by Equity Investor, any affiliate of Equity Investor, You, any other one or more of the Lenders, the Co-Investors, and/or any other Person acting in concert with Equity Investor, either directly or indirectly, in any competitor to Twitter, whether or not such competitor is presently in existence.

REQUEST NO. 18.

All Documents and Communications concerning Equity Investor's strategic or business plans for Twitter, including without limitation (i) all Communications between You and Equity Investor, any one or more of Defendants' Advisors,

any other one or more of the Lenders, and/or the Co-Investors concerning any such plans; (ii) all drafts or iterations of any plans to address issues relating to false or spam accounts on the Twitter platform; (iii) all drafts or iterations of any plans relating to employee retention programs or incentives; and (iv) all drafts or iterations of any plans relating to potential changes to the size and/or composition of Twitter's workforce.

REQUEST NO. 19.

All Documents and Communications relating to the termination of Bob Swan and/or the cessation of Bob Swan's involvement on Defendants' behalf in connection with the Merger and the Debt Financing.

REQUEST NO. 20.

All Documents and Communications relating to the actual or potential engagement or involvement of Antonio Gracias to act on Defendants' behalf in connection with the Merger and the Debt Financing, including without limitation any summary or introductory information or briefing materials provided to him.

REQUEST NO. 21.

All Documents concerning Your policies regarding the retention or destruction of documents.



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

NOTICE OF SERVICE OF SUBPOENA DUCES TECUM

TO: Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
Mathew A. Golden (No. 6035)
POTTER ANDERSON &
CORROON LLP
1313 North Market Street
Hercules Plaza, 6th Floor
New York, NY 10019

William Savitt
Bradley R. Wilson
Sarah K. Eddy
Ryan A. McLeod (No. 5038)
Anitha Reddy
WACHTELL, LIPTON,
ROSEN & KATZ
51 West 52nd Street
New York, NY 10019

Edward M. Micheletti (No. 3794)
Lauren N. Rosenello (No. 5581)
SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
920 N. King Street
Wilmington, DE 19801

Alex Spiro
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Christopher D. Kercher
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QUINN EMANUEL URQUHART &
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*Attorneys for Defendants Elon R.
Musk, X Holdings I, Inc., and X
Holdings II, Inc*

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David J. Margules (No. 2254)
Elizabeth A. Sloan (No. 5045)
Brittany M. Giusini (No. 6034)
BALLARD SPAHR LLP
919 N Market St., 11th Floor
Wilmington, DE 19801
(302) 252-4465

Attorneys for Plaintiff Twitter, Inc.

PLEASE TAKE NOTICE that, pursuant to Court of Chancery Rule 45, Plaintiff Twitter, Inc., by and through the undersigned counsel, caused a Subpoena *Duces Tecum*, in the form attached hereto as Exhibit 1, to be served upon non-party RBC Capital Markets Holdings (USA) Inc., c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

Dated: July 30, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 30, 2022, he caused the foregoing document to be served via File&Serve Xpress upon the following counsel admitted to practice in the State of Delaware and via e-mail upon all others:

Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
Mathew A. Golden (No. 6035)
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*Attorneys for Defendants Elon R.
Musk, X Holdings I, Inc., and X
Holdings II, Inc*

David J. Margules (No. 2254)
Elizabeth A. Sloan (No. 5045)
Brittany M. Giusini (No. 6034)
BALLARD SPAHR LLP
919 N Market St., 11th Floor
Wilmington, DE 19801
(302) 252-4465

Attorneys for Plaintiff Twitter, Inc.

By: /s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

SUBPOENA DUCES TECUM

THE STATE OF DELAWARE

TO: RBC Capital Markets Holdings (USA) Inc.
c/o Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

YOU ARE HEREBY COMMANDED:

To produce and permit inspection and copying of designated documents, electronically stored information or tangible things in your possession, custody or control in accordance with the attached **Schedule A** within seven (7) days of service of this subpoena, given the expedited nature of the proceedings, at the offices of Kobre & Kim LLP, 600 North King Street, Suite 501, Wilmington, Delaware 19801, or such other location or date mutually agreeable amongst the parties or ordered by the Court.

This subpoena is issued pursuant to Court of Chancery Rule 45 of the State of Delaware. Court of Chancery Rules 45(c) and (d), copies of which are attached hereto, set forth the protections and duties with respect to this subpoena.

Dated: July 26, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham

Jacob R. Kirkham (#5768)
600 North King Street, Suite 501,
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Twitter, Inc.

Court of Chancery Rule 45(c) and (d):

(c) Protection of persons subject to subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and may impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated documents, electronically stored information, or tangible things or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court on behalf of which the subpoena was issued shall quash or modify the subpoena if it

(i) Fails to allow reasonable time for compliance;

- (ii) Requires disclosure of privileged or other protected matter and no exception or waiver applies; or
- (iii) Subjects a person to undue burden.

(B) If a subpoena

- (i) Requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) Requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court on behalf of which the subpoena was issued may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the Court may order appearance or production only upon specified conditions.

(d) Duty in responding to subpoena.

(1) If a subpoena does not specify a form for producing documents or electronically stored information, the person responding shall produce it in a form or forms in which it is ordinarily maintained, or in which it is reasonably usable. Absent a showing of good cause, the person responding need not produce the same documents or electronically stored information in more than one form. The person responding need not provide discovery of documents or electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On a motion to compel discovery or for a protective order, the person responding to a subpoena must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the Court nevertheless may order discovery from such sources if the requesting party shows good cause. The Court may specify the conditions for the discovery.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, electronically stored information, or tangible things not produced that is sufficient to enable the demanding party to contest the claim.

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

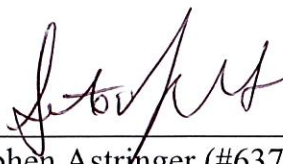
Defendants.

C.A. No. 2022-0613-KSJM

AFFIDAVIT OF SERVICE

I, Stephen Astringer, of Kobre & Kim LLP, hereby certify that, on July 26, 2022, Davis Polk & Wardwell LLP (“Davis Polk”) advised my firm that it represents RBC Capital Markets Holdings (USA) Inc. in connection with the above-captioned litigation and agreed to accept service of a non-party subpoena by electronic mail on behalf of RBC Capital Markets Holdings (USA) Inc. Thereafter, that same day, Kobre & Kim LLP served the following documents on Davis Polk by electronic mail:

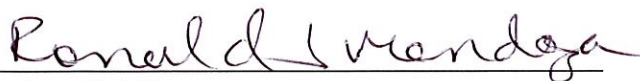
1. The attached Subpoena *Duces Tecum*; and
2. Schedule A to that Subpoena.



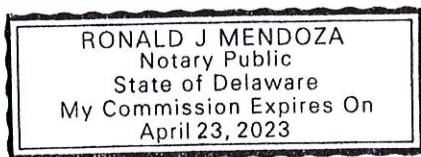
Stephen Astringer (#6375)
KOBRE & KIM LLP
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

Subscribed and sworn to before me
This 28 day of July, 2022.



Notary Public





SCHEDULE A

DEFINITIONS

As used in Schedule A, the following terms shall have the following meanings:

1. “Action” shall mean the above-captioned action.
2. “AH Capital Management L.L.C.” shall mean AH Capital Management L.L.C. and any of its divisions, subsidiaries, or affiliates.
3. “Antonio Gracias” shall mean the Antonio Gracias affiliated with Valor Equity Partners LP.
4. “April 13, 2022 Proposal” shall mean the letter from Equity Investor to Bret Taylor, attached as Exhibit B to Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 13, 2022.
5. “April 24, 2022 Offer” shall mean the letter from Equity Investor to Bret Taylor, dated April 24, 2022, attached as Exhibit G to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.
6. “Barclays” shall mean Barclays Capital Inc. and any of its divisions, subsidiaries, or affiliates.

7. “Bob Swan” shall mean the Bob Swan affiliated with AH Capital Management L.L.C.

8. “BofA Securities” shall mean Bank of America Corporation and/or BofA Securities, Inc. and any of their respective divisions, subsidiaries, or affiliates.

9. “Co-Investor Equity Commitments” shall mean the letter agreements with the Co-Investors.

10. “Co-Investors” shall mean any one or more actual or potential co-investors in the Equity Financing, including without limitation Lawrence Ellison; the Lawrence J. Ellison Revocable Trust; Binance; A.H. Capital Management, L.L.C.; Brookfield Asset Management Inc.; Qatar Holding LLC; Sequoia Capital Fund, L.P.; A.M. Management & Consulting; Aliya Capital Partners LLC; BAMCO, Inc.; DFJ Growth IV Partners, LLC; Fidelity Management & Research Company LLC; Honeycomb Asset Management LP; Key Wealth Advisors LLC; Litani Ventures; Strauss Capital LLC; Tresser Blvd 402 LLC (Cartenna); VyCapital; Witkoff Capital; and Prince Alwaleed bin Talal, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

11. “Communication” shall refer to the transmittal of information (in the form of facts, ideas, inquiries, queries, data, or otherwise) by any means of transmission, regardless of whether the transmittal was initiated or received by an individual or a system. Means of transmission include, but are not limited to, face-to-face conversations, postal or other physical mail, email, text message, instant message (such as iMessage, Slack, and Signal), social media messaging platforms (such as Twitter Direct Messages), voicemail, telephone, or facsimile.

12. “Complaint” shall mean the Verified Complaint, dated July 12, 2022, filed by Twitter against Defendants in this Action.

13. “Debt Financing” shall refer to any amounts contemplated to be borrowed by Defendants, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation the amounts set forth in (i) the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the margin loan commitment letter, dated April 20, 2022, attached as Exhibit D to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (iii) the debt commitment letter dated April 25, 2022, attached as Exhibit H to

Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022; and (iv) the Margin Loan Commitment.

14. “Defendants” shall mean individually and/or collectively, Elon R. Musk; X Holdings I, Inc. and any of its divisions, subsidiaries, or affiliates; and X Holdings II, Inc. and any of its divisions, subsidiaries, or affiliates, together with all other Persons acting or purporting to act on their behalf.

15. “Defendants’ Advisors” shall refer to any one or more of the following: Morgan Stanley; Jared Birchall; Excession LLC; Bob Swan; AH Capital Management, L.L.C.; Antonio Gracias; Valor Equity Partners LP; Kristina Salen; Patrick O’Malley; BofA Securities; Barclays; McDermott Will & Emery LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and Quinn Emanuel Urquhart & Sullivan, LLP, as well as any of Defendants’ other advisors, agents, attorneys, consultants, law firms, public relations firms, or other representatives, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

16. “Document” shall mean “document” as that term is defined and used in Court of Chancery Rules 26, 34, and 45 and shall have the broadest possible meaning permitted by law.

17. “Equity Financing” shall refer to any amounts contemplated to be invested by Equity Investor or others, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation (i) the equity financing commitment letter, dated April 20, 2022, attached as Exhibit E to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the equity financing commitment letter, dated April 25, 2022, filed as Exhibit J to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 26, 2022; (iii) the co-investor equity commitment letters referenced in Amendment No. 6 to Schedule 13D, filed by Equity Investor with the SEC on May 5, 2022; (iv) the equity commitment letter referenced in the Schedule 13D filed by HRH Prince Alwaleed Bin Talal Bin Abdulaziz Alsaud with the SEC on May 9, 2022; (v) the equity commitment side letter, dated May 11, 2022, and executed by, inter alia, Elon R. Musk; (vi) the equity commitment side letter, dated May 24, 2022, and executed by, inter alia, Elon R. Musk; and (vii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022.

18. “Equity Investor” shall mean Elon R. Musk.

19. “Excession LLC” shall mean Excession LLC and any of its divisions, subsidiaries, or affiliates.

20. “Financing Commitments” shall mean: (i) the debt commitment letter, dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022, together with any amendments thereto; (ii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022, together with any amendments thereto; (iii) the Co-Investor Equity Commitments; and (iv) any other commitments to lend or invest money to fund the transactions contemplated by the Merger Agreement.

21. “Jared Birchall” shall mean the Jared Birchall affiliated with Excession LLC.

22. “July 8, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated July 8, 2022, regarding the purported termination of the Merger Agreement.

23. “June 6, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated June 6, 2022, asserting that there had been a “material breach” of the Merger Agreement.

24. “Kristina Salen” shall mean the Kristina Salen who formerly served as Chief Financial Officer of World Wrestling Entertainment, Inc. and who is currently affiliated with Sirius XM Holdings, Inc.

25. “Lenders” shall mean any one or more actual or potential providers of the Debt Financing, including without limitation Morgan Stanley Senior Funding, Inc.; Bank of America, N.A.; BofA Securities, Inc.; Barclays Bank PLC; MUFG Bank, Ltd.; BNP Paribas; BNP Paribas Securities Corp.; Mizuho Bank, Ltd.; Societe Generale; Credit Suisse AG, Cayman Islands Branch; Citibank, N.A.; Deutsche Bank AG, London Branch; Royal Bank of Canada; and Canadian Imperial Bank of Commerce, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

26. “Limited Guarantee” shall mean the Limited Guarantee, dated as of April 25, 2022, provided by Elon R. Musk in favor of Twitter, Inc.

27. “Margin Loan Commitment” shall mean the margin loan commitment letter, dated April 25, 2022, attached as Exhibit I to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.

28. “Merger” shall mean the transactions contemplated by the Merger Agreement.

29. “Merger Agreement” shall mean the Agreement and Plan of Merger, dated April 25, 2022, between and among Elon R. Musk, X Holdings I, Inc., X Holdings II, Inc., and Twitter, Inc.

30. “Morgan Stanley” shall mean Morgan Stanley & Co. LLC and any of its divisions, subsidiaries, or affiliates.

31. “Patrick O’Malley” shall mean the Patrick O’Malley who formerly served as Chief Financial Officer of Avaya Holdings Corp. and who is currently affiliated with Magnolia Medical Technologies, Inc.

32. “Person” or “Persons” shall mean any individual, corporation, partnership, firm, association, government agency, or other organization recognizable at law, together with its agents, employees, and representatives.

33. “SEC” shall mean the U.S. Securities and Exchange Commission, together with any of its employees, attorneys, agents, or representatives, and all other Persons acting or purporting to act on its behalf.

34. “Tweet” shall mean a post made on the Twitter platform, including Retweets or replies.

35. “Twitter” shall mean Twitter, Inc. and any of its divisions, subsidiaries or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

36. “Valor Equity Partners LP” shall mean Valor Equity Partners LP and any of its divisions, subsidiaries, or affiliates.

37. The terms “You” or “Your” shall mean RBC Capital Markets Holdings (USA) Inc. and/or any of RBC Capital Markets Holdings (USA) Inc.’s divisions, subsidiaries, or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

38. The term “including” shall mean “including without limitation” or “including, but not limited to.”

39. The terms “and” and “all” shall each be construed either disjunctively or conjunctively to bring within the scope of the Requests all responses that might otherwise be construed as outside their scope.

40. The terms “any” and “each” shall each be construed as both “each” and “every” to bring within the scope of the Requests all responses which might otherwise be construed to be outside their scope.

41. The use of the singular form of any word shall include the plural and vice versa.

42. The terms “concerning,” “regarding,” “relating to,” and/or “related to” shall each be read and applied as interchangeable and shall each be construed in the broadest sense to mean referring to, describing, evidencing, memorializing, concerning, regarding, with regard to, relating to, referring to, pertaining to, containing, analyzing, evaluating, studying, recording, reflecting, reporting on, commenting on, reviewed in connection or in conjunction with, setting forth, contradicting, refuting, and considering, in whole or in part.

43. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Merger Agreement.

INSTRUCTIONS

The following instructions shall apply to the Document Requests contained herein.

1. These Requests require that You produce Documents in a manner that satisfies the requirements of Court of Chancery Rules 26, 34, and 45.

2. Unless otherwise specified, the time period covered by these Requests is January 1, 2022, through July 8, 2022.

3. These Requests are continuing and require supplementation pursuant to Court of Chancery Rules 26, 34, and 45.

4. A Request for a Document shall be deemed to include a request for any non-identical copies or drafts of the Document, as well as all transmittal sheets, cover letters, exhibits, enclosures, or attachments to the Document, in addition to the Document itself. Any Document described herein is to be produced in its original file folder, with all labels or similar markings intact, and with the name of the Person from whose file it was produced.

5. If it is not possible to produce any Document called for by a Request, or if any part of a Request is objected to, the reasons for the failure to produce the Documents or the objection should be stated specifically as to all grounds.

6. If a Document responsive to any Request is no longer in Your possession, custody, or control, give a description of the Document, state what disposition was made of the Document and the date of such disposition, and identify all Persons having knowledge of the Document's contents.

7. If any Document responsive to any Request has been destroyed, give a description of the Document, set forth the contents of the Document, the location of any copies of the Document, the date of the Document's destruction,

and the name of the Person who destroyed the Document or ordered or authorized its destruction.

8. If You claim any form of privilege or protection or other reason, whether based on statute or otherwise, as a ground for not producing requested Documents, furnish a list identifying each Document for which the privilege or protection is claimed, together with the following information: date; sender, recipients, and Persons to whom copies were furnished, together with their job titles; subject matter; and basis on which the Document is withheld consistent with the Court of Chancery Rules.

9. Requests are not intended to limit or modify other Requests and should not be interpreted as limiting or modifying other Requests.

10. If You contend that any Request is overly broad and/or unduly burdensome, identify all aspects of the Request that are overly broad or unduly burdensome and produce the Documents that are not subject to this contention.

11. If there are no Documents or Communications responsive to any particular Request or subpart thereof, You shall state so in writing.

12. For any responsive Documents or Communications stored in electronic format, including email and text messages, You will produce those Documents or Communications in searchable electronic format (e.g., single-

page .TIFF format with corresponding Document-level extracted text files and OCR text files, each named by the Bates number assigned to the first page) by secure electronic transmission (e.g. SFTP site) or on CD-ROMs, DVD-ROMs, portable or external hard drives, or other widely-used electronic or optical storage media. All images will be produced as single page .TIFF images, black and white, Group IV and 300 dpi with a Concordance Image (formerly Opticon) style .OPT load file. All color images will be provided in JPEG format where color images are necessary to understand the Document. All Microsoft Excel, PowerPoint, and similar spreadsheet or presentation files will be produced in native format. Furthermore, for all native files that are produced, a corresponding placeholder TIFF image will be produced that bears the same Bates assigned to the native file, has all associated metadata, and indicates that that the “File has been produced in native format.” All responsive electronic Documents and Communications will be produced with sufficient metadata to convey where these items begin and end (including attachments), the original file name, and the original timestamps and attributes. All metadata will be provided in a delimited data field (with file extension .DAT), delimited using the Concordance style delimiters, and including the following metadata fields: “BEGBATES”, “ENDBATES”, “BEGATTACH”, “ENDATTACH”, “FAMILY-DATE/TIME”, “Page Count”, “Custodian”, “ALL

CUSTODIANS”, “To”, “From”, “CC”, “BCC”, “Subject”, “Sent Date/Time”, “Author”, “Title”, “File Name”, “File Extension”, “Redacted”, “TextPath”, “NativePath”, “MD5HASH”, “Received Date/Time”, “File Size”, and “Confidentiality”.

13. None of the Definitions or Requests set forth herein shall be construed as an admission relating to the existence of any evidence, to the relevance or admissibility of any evidence, or to the truth or accuracy of any statement or characterization in the Definition or Request.

DOCUMENT REQUESTS

REQUEST NO. 1.

All Documents and Communications relating to the April 13, 2022 Proposal, the April 24, 2022 Offer, any other potential acquisition or other strategic transaction involving Twitter, the Merger, the Merger Agreement, the Limited Guarantee, the June 6, 2022 Letter, and/or the July 8, 2022 Letter, and any financing with respect to any of the foregoing or any transaction contemplated thereby (including but not limited to the Debt Financing, the Equity Financing, and/or the Financing Commitments), including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or any Co-Investor concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning these subjects; (iii) all Communications with any advisor, attorney, or other representative of any Co-Investor concerning these subjects; and (iv) all Communications with any advisor, attorney, or other representative of any advisor, attorney, and/or other representative of You or any other one or more of the Lenders concerning these subjects.

REQUEST NO. 2.

All Documents and Communications relating to efforts to syndicate and/or arrange, document, negotiate the terms of, or consummate the Debt Financing

and close the Merger, including those concerning the status of or expected timeline for such efforts. Documents responsive to this Request shall include, without limitation: (i) closing checklists (and drafts thereof) for any aspect of the Debt Financing; (ii) timelines (and drafts thereof) for the arrangement, negotiation, execution, and/or consummation of the Debt Financing; (iii) agendas, presentations, decks, and other materials (and drafts thereof) related to any organizational calls, lender meetings, drafting sessions, or due diligence sessions concerning the Debt Financing, and any notes, recordings, or transcriptions of any calls or meetings related to the Debt Financing; (iv) drafts of definitive agreements and ancillary and closing documents (and all schedules and exhibits thereto) related to the Debt Financing; (v) offering memoranda, confidential information memoranda, and lender presentations (and drafts thereof) related to the Debt Financing; and (vi) ratings agency presentations (and drafts thereof) related to the Debt Financing.

REQUEST NO. 3.

All Documents and Communications concerning (i) the reduction of the amount of the Margin Loan Commitment, including without limitation those relating to the reasons for reducing the amount of the Margin Loan Commitment; and (ii) the subsequent termination of the Margin Loan Commitment, including

without limitation those relating to the reasons for terminating the Margin Loan Commitment.

REQUEST NO. 4.

All Documents and Communications concerning any potential tender offer for some or all of Twitter's shares, including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; and (iii) all Documents and Communications relating to the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022.

REQUEST NO. 5.

All Documents and Communications concerning Defendants' requests or potential requests for information pursuant to Section 6.4 and/or Section 6.11 of the Merger Agreement and any information provided by Twitter, or on Twitter's behalf, in response to any such request for information, including without limitation (i) all Documents created by Defendants, any one or more of

Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (ii) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (iii) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to Twitter's API or "firehose" data provided to Defendants; (iv) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to any other information provided by Twitter, or on Twitter's behalf, in response to any information request by Defendants or on Defendants' behalf; and (v) all Documents and Communications concerning Equity Investor's Tweet, dated May 13, 2022, purporting to disclose information obtained from Twitter pursuant to an information request, as alleged in Paragraph 75 of the Complaint.

REQUEST NO. 6.

All Documents and Communications relating to any written or oral request made by You or any other one or more of the Lenders seeking information relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such information request.

REQUEST NO. 7.

All Documents and Communications relating to any written or oral response to an information request made by You and/or any other one or more of the Lenders relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such response.

REQUEST NO. 8.

All Documents and Communications concerning the number of false or spam accounts or bots on the Twitter platform and/or the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, including without limitation (i) all Documents and Communications related to any analyses, audits, or investigations performed or conducted by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (ii) all Documents and Communications related to any analyses, audits, or investigations that

Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered undertaking, or that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered having others undertake on Your or their behalf, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (iii) all Documents and Communications related to Defendants' decision to execute the Merger Agreement without further due diligence on these subjects; and (iv) all Documents and Communications concerning Your decision to commit to the Debt Financing without further due diligence on these subjects.

REQUEST NO. 9.

All Communications with any media representative or media outlet regarding the Merger, the Merger Agreement, the Debt Financing, the Equity Financing, the Financing Commitments, the number of false or spam accounts or bots on the Twitter platform, the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, the June 6, 2022 Letter, and/or the July 8, 2022 Letter. This Request includes, without limitation, all Communications made by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, with the author(s) (or any of their colleagues) of the enumerated articles or any

other stories, articles, media commentary, or the like concerning the subject matters listed in this Request.

REQUEST NO. 10.

All Documents and Communications concerning Equity Investor’s determination, as disclosed in Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022, that the April 13, 2022 Proposal was “no longer subject to financing as a result of the Reporting Person’s receipt of the financing commitments . . . and is no longer subject to business due diligence.”

REQUEST NO. 11.

All Documents and Communications concerning (i) Equity Investor’s assertion, in a Tweet dated May 15, 2022, that “[t]here is some chance” that the percentage of bots and/or false or spam accounts “might be over 90% of daily active users”; and (ii) Equity Investor’s assertion, in a Tweet dated May 17, 2022, that “20% fake/spam accounts, while 4 times what Twitter claims, could be much higher,” including without limitation all Documents in Your possession, or of which You are aware, that supported these claims.

REQUEST NO. 12.

All Documents and Communications relating to the effects or potential effects of changes in the price of Tesla, Inc. common stock, on (i) the Merger; (ii) the Debt Financing; (iii) the Equity Financing; (iv) the Financing Commitments;

and/or (v) Defendants' intentions with respect to closing and/or efforts to close the Merger.

REQUEST NO. 13.

All Documents and Communications concerning Equity Investor's (i) efforts to ensure that he had the financial capacity to pay and perform his obligations in respect of the Equity Financing, including without limitation those relating to the status of or expected timeline for such efforts; and (ii) intended or expected sources of cash to fund his obligations in respect of the Equity Financing.

REQUEST NO. 14.

All Documents and Communications concerning Defendants' purported termination of the Merger Agreement, including without limitation those related to (i) any consideration of whether and on what grounds to purport to terminate the Merger Agreement; (ii) any consideration of potentially renegotiating the Merger Agreement; (iii) all Documents and Communications related to the preparation of the June 6, 2022 Letter; and (iv) all Documents and Communications related to the preparation of the July 8, 2022 Letter.

REQUEST NO. 15.

All Documents and Communications concerning Defendants' contention in the July 8, 2022 Letter that Twitter is "likely to suffer a Company Material Adverse Effect," including without limitation any valuations, forecasts, projections,

estimates, or other analyses relating to whether Twitter is likely to suffer a Company Material Adverse Effect.

REQUEST NO. 16.

All forecasts, projections, estimates, or other analyses created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or on Your or their behalf, relating to Twitter's current or future performance, financial condition, or value, including without limitation any projections of Twitter's revenues, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses.

REQUEST NO. 17.

All Documents and Communications relating to any investment, involvement, potential investment, or potential involvement by Equity Investor, any affiliate of Equity Investor, You, any other one or more of the Lenders, the Co-Investors, and/or any other Person acting in concert with Equity Investor, either directly or indirectly, in any competitor to Twitter, whether or not such competitor is presently in existence.

REQUEST NO. 18.

All Documents and Communications concerning Equity Investor's strategic or business plans for Twitter, including without limitation (i) all Communications between You and Equity Investor, any one or more of Defendants' Advisors,

any other one or more of the Lenders, and/or the Co-Investors concerning any such plans; (ii) all drafts or iterations of any plans to address issues relating to false or spam accounts on the Twitter platform; (iii) all drafts or iterations of any plans relating to employee retention programs or incentives; and (iv) all drafts or iterations of any plans relating to potential changes to the size and/or composition of Twitter's workforce.

REQUEST NO. 19.

All Documents and Communications relating to the termination of Bob Swan and/or the cessation of Bob Swan's involvement on Defendants' behalf in connection with the Merger and the Debt Financing.

REQUEST NO. 20.

All Documents and Communications relating to the actual or potential engagement or involvement of Antonio Gracias to act on Defendants' behalf in connection with the Merger and the Debt Financing, including without limitation any summary or introductory information or briefing materials provided to him.

REQUEST NO. 21.

All Documents concerning Your policies regarding the retention or destruction of documents.



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

NOTICE OF SERVICE OF SUBPOENA DUCES TECUM

TO: Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
Mathew A. Golden (No. 6035)
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BALLARD SPAHR LLP
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Wilmington, DE 19801
(302) 252-4465

Attorneys for Plaintiff Twitter, Inc.

PLEASE TAKE NOTICE that, pursuant to Court of Chancery Rule 45, Plaintiff Twitter, Inc., by and through the undersigned counsel, caused a Subpoena *Duces Tecum*, in the form attached hereto as Exhibit 1, to be served upon non-party SG Americas, Inc., c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801.

Dated: July 30, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 30, 2022, he caused the foregoing document to be served via File&Serve Xpress upon the following counsel admitted to practice in the State of Delaware and via e-mail upon all others:

Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
Mathew A. Golden (No. 6035)
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Ryan A. McLeod (No. 5038)
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Musk, X Holdings I, Inc., and X
Holdings II, Inc*

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Brittany M. Giusini (No. 6034)
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Wilmington, DE 19801
(302) 252-4465

Attorneys for Plaintiff Twitter, Inc.

By: /s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

SUBPOENA DUCES TECUM

THE STATE OF DELAWARE

TO: SG Americas, Inc.
c/o The Corporation Trust Company
1209 Orange Street
Wilmington, DE 19801

YOU ARE HEREBY COMMANDED:

To produce and permit inspection and copying of designated documents, electronically stored information or tangible things in your possession, custody or control in accordance with the attached **Schedule A** within seven (7) days of service of this subpoena, given the expedited nature of the proceedings, at the offices of Kobre & Kim LLP, 600 North King Street, Suite 501, Wilmington, Delaware 19801, or such other location or date mutually agreeable amongst the parties or ordered by the Court.

This subpoena is issued pursuant to Court of Chancery Rule 45 of the State of Delaware. Court of Chancery Rules 45(c) and (d), copies of which are attached hereto, set forth the protections and duties with respect to this subpoena.

Dated: July 26, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham

Jacob R. Kirkham (#5768)
600 North King Street, Suite 501,
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Twitter, Inc.

Court of Chancery Rule 45(c) and (d):

(c) Protection of persons subject to subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and may impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated documents, electronically stored information, or tangible things or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court on behalf of which the subpoena was issued shall quash or modify the subpoena if it

(i) Fails to allow reasonable time for compliance;

- (ii) Requires disclosure of privileged or other protected matter and no exception or waiver applies; or
- (iii) Subjects a person to undue burden.

(B) If a subpoena

- (i) Requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) Requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court on behalf of which the subpoena was issued may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the Court may order appearance or production only upon specified conditions.

(d) Duty in responding to subpoena.

(1) If a subpoena does not specify a form for producing documents or electronically stored information, the person responding shall produce it in a form or forms in which it is ordinarily maintained, or in which it is reasonably usable. Absent a showing of good cause, the person responding need not produce the same documents or electronically stored information in more than one form. The person responding need not provide discovery of documents or electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On a motion to compel discovery or for a protective order, the person responding to a subpoena must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the Court nevertheless may order discovery from such sources if the requesting party shows good cause. The Court may specify the conditions for the discovery.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, electronically stored information, or tangible things not produced that is sufficient to enable the demanding party to contest the claim.

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

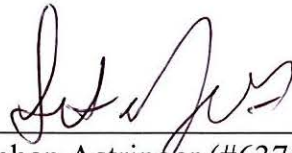
Defendants.

C.A. No. 2022-0613-KSJM

AFFIDAVIT OF SERVICE

I, Stephen Astringer, of Kobre & Kim LLP, hereby certify that, on July 26, 2022, Davis Polk & Wardwell LLP (“Davis Polk”) advised my firm that it represents SG Americas, Inc. in connection with the above-captioned litigation and agreed to accept service of a non-party subpoena by electronic mail on behalf of SG Americas, Inc. Thereafter, that same day, Kobre & Kim LLP served the following documents on Davis Polk by electronic mail:

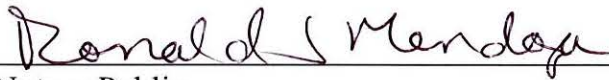
1. The attached Subpoena *Duces Tecum*; and
2. Schedule A to that Subpoena.



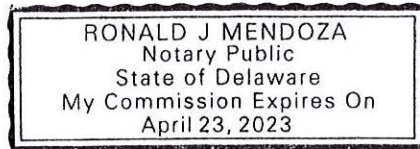
Stephen Astringer (#6375)
KOBRE & KIM LLP
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

Subscribed and sworn to before me
This 28 day of July, 2022.



Notary Public





SCHEDULE A

DEFINITIONS

As used in Schedule A, the following terms shall have the following meanings:

1. “Action” shall mean the above-captioned action.
2. “AH Capital Management L.L.C.” shall mean AH Capital Management L.L.C. and any of its divisions, subsidiaries, or affiliates.
3. “Antonio Gracias” shall mean the Antonio Gracias affiliated with Valor Equity Partners LP.
4. “April 13, 2022 Proposal” shall mean the letter from Equity Investor to Bret Taylor, attached as Exhibit B to Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 13, 2022.
5. “April 24, 2022 Offer” shall mean the letter from Equity Investor to Bret Taylor, dated April 24, 2022, attached as Exhibit G to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.
6. “Barclays” shall mean Barclays Capital Inc. and any of its divisions, subsidiaries, or affiliates.

7. “Bob Swan” shall mean the Bob Swan affiliated with AH Capital Management L.L.C.

8. “BofA Securities” shall mean Bank of America Corporation and/or BofA Securities, Inc. and any of their respective divisions, subsidiaries, or affiliates.

9. “Co-Investor Equity Commitments” shall mean the letter agreements with the Co-Investors.

10. “Co-Investors” shall mean any one or more actual or potential co-investors in the Equity Financing, including without limitation Lawrence Ellison; the Lawrence J. Ellison Revocable Trust; Binance; A.H. Capital Management, L.L.C.; Brookfield Asset Management Inc.; Qatar Holding LLC; Sequoia Capital Fund, L.P.; A.M. Management & Consulting; Aliya Capital Partners LLC; BAMCO, Inc.; DFJ Growth IV Partners, LLC; Fidelity Management & Research Company LLC; Honeycomb Asset Management LP; Key Wealth Advisors LLC; Litani Ventures; Strauss Capital LLC; Tresser Blvd 402 LLC (Cartenna); VyCapital; Witkoff Capital; and Prince Alwaleed bin Talal, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

11. “Communication” shall refer to the transmittal of information (in the form of facts, ideas, inquiries, queries, data, or otherwise) by any means of transmission, regardless of whether the transmittal was initiated or received by an individual or a system. Means of transmission include, but are not limited to, face-to-face conversations, postal or other physical mail, email, text message, instant message (such as iMessage, Slack, and Signal), social media messaging platforms (such as Twitter Direct Messages), voicemail, telephone, or facsimile.

12. “Complaint” shall mean the Verified Complaint, dated July 12, 2022, filed by Twitter against Defendants in this Action.

13. “Debt Financing” shall refer to any amounts contemplated to be borrowed by Defendants, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation the amounts set forth in (i) the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the margin loan commitment letter, dated April 20, 2022, attached as Exhibit D to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (iii) the debt commitment letter dated April 25, 2022, attached as Exhibit H to

Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022; and (iv) the Margin Loan Commitment.

14. “Defendants” shall mean individually and/or collectively, Elon R. Musk; X Holdings I, Inc. and any of its divisions, subsidiaries, or affiliates; and X Holdings II, Inc. and any of its divisions, subsidiaries, or affiliates, together with all other Persons acting or purporting to act on their behalf.

15. “Defendants’ Advisors” shall refer to any one or more of the following: Morgan Stanley; Jared Birchall; Excession LLC; Bob Swan; AH Capital Management, L.L.C.; Antonio Gracias; Valor Equity Partners LP; Kristina Salen; Patrick O’Malley; BofA Securities; Barclays; McDermott Will & Emery LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and Quinn Emanuel Urquhart & Sullivan, LLP, as well as any of Defendants’ other advisors, agents, attorneys, consultants, law firms, public relations firms, or other representatives, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

16. “Document” shall mean “document” as that term is defined and used in Court of Chancery Rules 26, 34, and 45 and shall have the broadest possible meaning permitted by law.

17. “Equity Financing” shall refer to any amounts contemplated to be invested by Equity Investor or others, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation (i) the equity financing commitment letter, dated April 20, 2022, attached as Exhibit E to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the equity financing commitment letter, dated April 25, 2022, filed as Exhibit J to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 26, 2022; (iii) the co-investor equity commitment letters referenced in Amendment No. 6 to Schedule 13D, filed by Equity Investor with the SEC on May 5, 2022; (iv) the equity commitment letter referenced in the Schedule 13D filed by HRH Prince Alwaleed Bin Talal Bin Abdulaziz Alsaud with the SEC on May 9, 2022; (v) the equity commitment side letter, dated May 11, 2022, and executed by, inter alia, Elon R. Musk; (vi) the equity commitment side letter, dated May 24, 2022, and executed by, inter alia, Elon R. Musk; and (vii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022.

18. “Equity Investor” shall mean Elon R. Musk.

19. “Excession LLC” shall mean Excession LLC and any of its divisions, subsidiaries, or affiliates.

20. “Financing Commitments” shall mean: (i) the debt commitment letter, dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022, together with any amendments thereto; (ii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022, together with any amendments thereto; (iii) the Co-Investor Equity Commitments; and (iv) any other commitments to lend or invest money to fund the transactions contemplated by the Merger Agreement.

21. “Jared Birchall” shall mean the Jared Birchall affiliated with Excession LLC.

22. “July 8, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated July 8, 2022, regarding the purported termination of the Merger Agreement.

23. “June 6, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated June 6, 2022, asserting that there had been a “material breach” of the Merger Agreement.

24. “Kristina Salen” shall mean the Kristina Salen who formerly served as Chief Financial Officer of World Wrestling Entertainment, Inc. and who is currently affiliated with Sirius XM Holdings, Inc.

25. “Lenders” shall mean any one or more actual or potential providers of the Debt Financing, including without limitation Morgan Stanley Senior Funding, Inc.; Bank of America, N.A.; BofA Securities, Inc.; Barclays Bank PLC; MUFG Bank, Ltd.; BNP Paribas; BNP Paribas Securities Corp.; Mizuho Bank, Ltd.; Societe Generale; Credit Suisse AG, Cayman Islands Branch; Citibank, N.A.; Deutsche Bank AG, London Branch; Royal Bank of Canada; and Canadian Imperial Bank of Commerce, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

26. “Limited Guarantee” shall mean the Limited Guarantee, dated as of April 25, 2022, provided by Elon R. Musk in favor of Twitter, Inc.

27. “Margin Loan Commitment” shall mean the margin loan commitment letter, dated April 25, 2022, attached as Exhibit I to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.

28. “Merger” shall mean the transactions contemplated by the Merger Agreement.

29. “Merger Agreement” shall mean the Agreement and Plan of Merger, dated April 25, 2022, between and among Elon R. Musk, X Holdings I, Inc., X Holdings II, Inc., and Twitter, Inc.

30. “Morgan Stanley” shall mean Morgan Stanley & Co. LLC and any of its divisions, subsidiaries, or affiliates.

31. “Patrick O’Malley” shall mean the Patrick O’Malley who formerly served as Chief Financial Officer of Avaya Holdings Corp. and who is currently affiliated with Magnolia Medical Technologies, Inc.

32. “Person” or “Persons” shall mean any individual, corporation, partnership, firm, association, government agency, or other organization recognizable at law, together with its agents, employees, and representatives.

33. “SEC” shall mean the U.S. Securities and Exchange Commission, together with any of its employees, attorneys, agents, or representatives, and all other Persons acting or purporting to act on its behalf.

34. “Tweet” shall mean a post made on the Twitter platform, including Retweets or replies.

35. “Twitter” shall mean Twitter, Inc. and any of its divisions, subsidiaries or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

36. “Valor Equity Partners LP” shall mean Valor Equity Partners LP and any of its divisions, subsidiaries, or affiliates.

37. The terms “You” or “Your” shall mean SG Americas, Inc. and/or any of SG Americas, Inc.’s divisions, subsidiaries, or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

38. The term “including” shall mean “including without limitation” or “including, but not limited to.”

39. The terms “and” and “all” shall each be construed either disjunctively or conjunctively to bring within the scope of the Requests all responses that might otherwise be construed as outside their scope.

40. The terms “any” and “each” shall each be construed as both “each” and “every” to bring within the scope of the Requests all responses which might otherwise be construed to be outside their scope.

41. The use of the singular form of any word shall include the plural and vice versa.

42. The terms “concerning,” “regarding,” “relating to,” and/or “related to” shall each be read and applied as interchangeable and shall each be construed in the broadest sense to mean referring to, describing, evidencing, memorializing, concerning, regarding, with regard to, relating to, referring to, pertaining to, containing, analyzing, evaluating, studying, recording, reflecting, reporting on, commenting on, reviewed in connection or in conjunction with, setting forth, contradicting, refuting, and considering, in whole or in part.

43. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Merger Agreement.

INSTRUCTIONS

The following instructions shall apply to the Document Requests contained herein.

1. These Requests require that You produce Documents in a manner that satisfies the requirements of Court of Chancery Rules 26, 34, and 45.

2. Unless otherwise specified, the time period covered by these Requests is January 1, 2022, through July 8, 2022.

3. These Requests are continuing and require supplementation pursuant to Court of Chancery Rules 26, 34, and 45.

4. A Request for a Document shall be deemed to include a request for any non-identical copies or drafts of the Document, as well as all transmittal sheets, cover letters, exhibits, enclosures, or attachments to the Document, in addition to the Document itself. Any Document described herein is to be produced in its original file folder, with all labels or similar markings intact, and with the name of the Person from whose file it was produced.

5. If it is not possible to produce any Document called for by a Request, or if any part of a Request is objected to, the reasons for the failure to produce the Documents or the objection should be stated specifically as to all grounds.

6. If a Document responsive to any Request is no longer in Your possession, custody, or control, give a description of the Document, state what disposition was made of the Document and the date of such disposition, and identify all Persons having knowledge of the Document's contents.

7. If any Document responsive to any Request has been destroyed, give a description of the Document, set forth the contents of the Document, the location of any copies of the Document, the date of the Document's destruction,

and the name of the Person who destroyed the Document or ordered or authorized its destruction.

8. If You claim any form of privilege or protection or other reason, whether based on statute or otherwise, as a ground for not producing requested Documents, furnish a list identifying each Document for which the privilege or protection is claimed, together with the following information: date; sender, recipients, and Persons to whom copies were furnished, together with their job titles; subject matter; and basis on which the Document is withheld consistent with the Court of Chancery Rules.

9. Requests are not intended to limit or modify other Requests and should not be interpreted as limiting or modifying other Requests.

10. If You contend that any Request is overly broad and/or unduly burdensome, identify all aspects of the Request that are overly broad or unduly burdensome and produce the Documents that are not subject to this contention.

11. If there are no Documents or Communications responsive to any particular Request or subpart thereof, You shall state so in writing.

12. For any responsive Documents or Communications stored in electronic format, including email and text messages, You will produce those Documents or Communications in searchable electronic format (e.g., single-

page .TIFF format with corresponding Document-level extracted text files and OCR text files, each named by the Bates number assigned to the first page) by secure electronic transmission (e.g. SFTP site) or on CD-ROMs, DVD-ROMs, portable or external hard drives, or other widely-used electronic or optical storage media. All images will be produced as single page .TIFF images, black and white, Group IV and 300 dpi with a Concordance Image (formerly Opticon) style .OPT load file. All color images will be provided in JPEG format where color images are necessary to understand the Document. All Microsoft Excel, PowerPoint, and similar spreadsheet or presentation files will be produced in native format. Furthermore, for all native files that are produced, a corresponding placeholder TIFF image will be produced that bears the same Bates assigned to the native file, has all associated metadata, and indicates that that the “File has been produced in native format.” All responsive electronic Documents and Communications will be produced with sufficient metadata to convey where these items begin and end (including attachments), the original file name, and the original timestamps and attributes. All metadata will be provided in a delimited data field (with file extension .DAT), delimited using the Concordance style delimiters, and including the following metadata fields: “BEGBATES”, “ENDBATES”, “BEGATTACH”, “ENDATTACH”, “FAMILY-DATE/TIME”, “Page Count”, “Custodian”, “ALL

CUSTODIANS”, “To”, “From”, “CC”, “BCC”, “Subject”, “Sent Date/Time”, “Author”, “Title”, “File Name”, “File Extension”, “Redacted”, “TextPath”, “NativePath”, “MD5HASH”, “Received Date/Time”, “File Size”, and “Confidentiality”.

13. None of the Definitions or Requests set forth herein shall be construed as an admission relating to the existence of any evidence, to the relevance or admissibility of any evidence, or to the truth or accuracy of any statement or characterization in the Definition or Request.

DOCUMENT REQUESTS

REQUEST NO. 1.

All Documents and Communications relating to the April 13, 2022 Proposal, the April 24, 2022 Offer, any other potential acquisition or other strategic transaction involving Twitter, the Merger, the Merger Agreement, the Limited Guarantee, the June 6, 2022 Letter, and/or the July 8, 2022 Letter, and any financing with respect to any of the foregoing or any transaction contemplated thereby (including but not limited to the Debt Financing, the Equity Financing, and/or the Financing Commitments), including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or any Co-Investor concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning these subjects; (iii) all Communications with any advisor, attorney, or other representative of any Co-Investor concerning these subjects; and (iv) all Communications with any advisor, attorney, or other representative of any advisor, attorney, and/or other representative of You or any other one or more of the Lenders concerning these subjects.

REQUEST NO. 2.

All Documents and Communications relating to efforts to syndicate and/or arrange, document, negotiate the terms of, or consummate the Debt Financing

and close the Merger, including those concerning the status of or expected timeline for such efforts. Documents responsive to this Request shall include, without limitation: (i) closing checklists (and drafts thereof) for any aspect of the Debt Financing; (ii) timelines (and drafts thereof) for the arrangement, negotiation, execution, and/or consummation of the Debt Financing; (iii) agendas, presentations, decks, and other materials (and drafts thereof) related to any organizational calls, lender meetings, drafting sessions, or due diligence sessions concerning the Debt Financing, and any notes, recordings, or transcriptions of any calls or meetings related to the Debt Financing; (iv) drafts of definitive agreements and ancillary and closing documents (and all schedules and exhibits thereto) related to the Debt Financing; (v) offering memoranda, confidential information memoranda, and lender presentations (and drafts thereof) related to the Debt Financing; and (vi) ratings agency presentations (and drafts thereof) related to the Debt Financing.

REQUEST NO. 3.

All Documents and Communications concerning (i) the reduction of the amount of the Margin Loan Commitment, including without limitation those relating to the reasons for reducing the amount of the Margin Loan Commitment; and (ii) the subsequent termination of the Margin Loan Commitment, including

without limitation those relating to the reasons for terminating the Margin Loan Commitment.

REQUEST NO. 4.

All Documents and Communications concerning any potential tender offer for some or all of Twitter's shares, including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; and (iii) all Documents and Communications relating to the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022.

REQUEST NO. 5.

All Documents and Communications concerning Defendants' requests or potential requests for information pursuant to Section 6.4 and/or Section 6.11 of the Merger Agreement and any information provided by Twitter, or on Twitter's behalf, in response to any such request for information, including without limitation (i) all Documents created by Defendants, any one or more of

Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (ii) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (iii) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to Twitter's API or "firehose" data provided to Defendants; (iv) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to any other information provided by Twitter, or on Twitter's behalf, in response to any information request by Defendants or on Defendants' behalf; and (v) all Documents and Communications concerning Equity Investor's Tweet, dated May 13, 2022, purporting to disclose information obtained from Twitter pursuant to an information request, as alleged in Paragraph 75 of the Complaint.

REQUEST NO. 6.

All Documents and Communications relating to any written or oral request made by You or any other one or more of the Lenders seeking information relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such information request.

REQUEST NO. 7.

All Documents and Communications relating to any written or oral response to an information request made by You and/or any other one or more of the Lenders relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such response.

REQUEST NO. 8.

All Documents and Communications concerning the number of false or spam accounts or bots on the Twitter platform and/or the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, including without limitation (i) all Documents and Communications related to any analyses, audits, or investigations performed or conducted by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (ii) all Documents and Communications related to any analyses, audits, or investigations that

Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered undertaking, or that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered having others undertake on Your or their behalf, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (iii) all Documents and Communications related to Defendants' decision to execute the Merger Agreement without further due diligence on these subjects; and (iv) all Documents and Communications concerning Your decision to commit to the Debt Financing without further due diligence on these subjects.

REQUEST NO. 9.

All Communications with any media representative or media outlet regarding the Merger, the Merger Agreement, the Debt Financing, the Equity Financing, the Financing Commitments, the number of false or spam accounts or bots on the Twitter platform, the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, the June 6, 2022 Letter, and/or the July 8, 2022 Letter. This Request includes, without limitation, all Communications made by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, with the author(s) (or any of their colleagues) of the enumerated articles or any

other stories, articles, media commentary, or the like concerning the subject matters listed in this Request.

REQUEST NO. 10.

All Documents and Communications concerning Equity Investor’s determination, as disclosed in Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022, that the April 13, 2022 Proposal was “no longer subject to financing as a result of the Reporting Person’s receipt of the financing commitments . . . and is no longer subject to business due diligence.”

REQUEST NO. 11.

All Documents and Communications concerning (i) Equity Investor’s assertion, in a Tweet dated May 15, 2022, that “[t]here is some chance” that the percentage of bots and/or false or spam accounts “might be over 90% of daily active users”; and (ii) Equity Investor’s assertion, in a Tweet dated May 17, 2022, that “20% fake/spam accounts, while 4 times what Twitter claims, could be much higher,” including without limitation all Documents in Your possession, or of which You are aware, that supported these claims.

REQUEST NO. 12.

All Documents and Communications relating to the effects or potential effects of changes in the price of Tesla, Inc. common stock, on (i) the Merger; (ii) the Debt Financing; (iii) the Equity Financing; (iv) the Financing Commitments;

and/or (v) Defendants' intentions with respect to closing and/or efforts to close the Merger.

REQUEST NO. 13.

All Documents and Communications concerning Equity Investor's (i) efforts to ensure that he had the financial capacity to pay and perform his obligations in respect of the Equity Financing, including without limitation those relating to the status of or expected timeline for such efforts; and (ii) intended or expected sources of cash to fund his obligations in respect of the Equity Financing.

REQUEST NO. 14.

All Documents and Communications concerning Defendants' purported termination of the Merger Agreement, including without limitation those related to (i) any consideration of whether and on what grounds to purport to terminate the Merger Agreement; (ii) any consideration of potentially renegotiating the Merger Agreement; (iii) all Documents and Communications related to the preparation of the June 6, 2022 Letter; and (iv) all Documents and Communications related to the preparation of the July 8, 2022 Letter.

REQUEST NO. 15.

All Documents and Communications concerning Defendants' contention in the July 8, 2022 Letter that Twitter is "likely to suffer a Company Material Adverse Effect," including without limitation any valuations, forecasts, projections,

estimates, or other analyses relating to whether Twitter is likely to suffer a Company Material Adverse Effect.

REQUEST NO. 16.

All forecasts, projections, estimates, or other analyses created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or on Your or their behalf, relating to Twitter's current or future performance, financial condition, or value, including without limitation any projections of Twitter's revenues, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses.

REQUEST NO. 17.

All Documents and Communications relating to any investment, involvement, potential investment, or potential involvement by Equity Investor, any affiliate of Equity Investor, You, any other one or more of the Lenders, the Co-Investors, and/or any other Person acting in concert with Equity Investor, either directly or indirectly, in any competitor to Twitter, whether or not such competitor is presently in existence.

REQUEST NO. 18.

All Documents and Communications concerning Equity Investor's strategic or business plans for Twitter, including without limitation (i) all Communications between You and Equity Investor, any one or more of Defendants' Advisors,

any other one or more of the Lenders, and/or the Co-Investors concerning any such plans; (ii) all drafts or iterations of any plans to address issues relating to false or spam accounts on the Twitter platform; (iii) all drafts or iterations of any plans relating to employee retention programs or incentives; and (iv) all drafts or iterations of any plans relating to potential changes to the size and/or composition of Twitter's workforce.

REQUEST NO. 19.

All Documents and Communications relating to the termination of Bob Swan and/or the cessation of Bob Swan's involvement on Defendants' behalf in connection with the Merger and the Debt Financing.

REQUEST NO. 20.

All Documents and Communications relating to the actual or potential engagement or involvement of Antonio Gracias to act on Defendants' behalf in connection with the Merger and the Debt Financing, including without limitation any summary or introductory information or briefing materials provided to him.

REQUEST NO. 21.

All Documents concerning Your policies regarding the retention or destruction of documents.



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

NOTICE OF SERVICE OF SUBPOENA DUCES TECUM

TO: Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
Mathew A. Golden (No. 6035)
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Attorneys for Plaintiff Twitter, Inc.

PLEASE TAKE NOTICE that, pursuant to Court of Chancery Rule 45 and the Uniform Interstate Depositions and Discovery Act, Plaintiff Twitter, Inc., by and through the undersigned counsel, caused a Subpoena *Duces Tecum*, in the form attached hereto as Exhibit 1, to be served upon non-party Credit Suisse AG, Cayman Islands Branch, 11 Madison Avenue, New York, NY 10010. This non-party was served with a New York subpoena pursuant to the Uniform Interstate Depositions and Discovery Act in New York (CPLR § 3119), and therefore no commission is required.

Dated: July 30, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham

Jacob R. Kirkham (No. 5768)
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 30, 2022, he caused the foregoing document to be served via File&Serve Xpress upon the following counsel admitted to practice in the State of Delaware and via e-mail upon all others:

Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
Mathew A. Golden (No. 6035)
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Attorneys for Plaintiff Twitter, Inc.

By: /s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)



STATE OF NEW YORK
COUNTY OF NEW YORK

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I, INC.,
and X HOLDINGS II, INC.,

Defendants.

SUBPOENA *DUCES TECUM*
**(pursuant to the Uniform Interstate
Depositions and Discovery Act and
CPLR § 3119)**

Originating State: Delaware

Originating County: New Castle

Originating Court: Court of Chancery

Originating Case number: C.A.
No. 2022-0613-KSJM

SUBPOENA *DUCES TECUM*
pursuant to the Uniform Interstate Depositions and Discovery Act
(Personal Attendance Not Required)

PERSONAL SERVICE BY HAND DELIVERY

TO: Credit Suisse AG, Cayman Islands Branch
11 Madison Avenue
New York, NY 10010

YOU ARE HEREBY COMMANDED, pursuant to New York Civil Practice Law and Rules (“CPLR”) § 3119 and the Uniform Interstate Depositions and Discovery Act, to produce and permit inspection and copying of designated documents, electronically stored information or tangible things in your possession, custody or control in accordance with the attached **Schedule A** within twenty (20) days of service of this subpoena, at the offices of Kobre & Kim LLP, 800 Third Avenue, New York, New York 10022, or such other location or date mutually agreeable amongst the parties or ordered by the Court.

Disclosure is being sought from You for use in *Twitter Inc. v. Musk et al.*, Case No. 2022-0613 (Del. Ch.) because, upon information and belief, You have material and relevant Documents and information relating to such action. The subject matter of the above-captioned Action is set forth in the Complaint, as defined below.

Failure to comply with this subpoena is punishable as a contempt of Court and shall make you liable to the person on whose behalf this subpoena was issued for a penalty not to exceed one hundred fifty dollars and all damages sustained by reason of your failure to comply.

Contact Information of Counsel for all Parties in the action:

Attorneys for Defendants Elon R. Musk, X Holdings I, Inc., and X Holdings II, Inc.

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Jacob R. Kirkham (No. 5768)
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600 North King Street, Suite 501,
Wilmington, Delaware 19801
(302) 518 6460

Dated: July 26, 2022
New York, New York

KOBRE & KIM LLP



Danielle L. Rose
800 Third Avenue,
New York, New York 10022
danielle.rose@kobrekim.com
+1 212 488 1200

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

SUBPOENA DUCES TECUM

THE STATE OF DELAWARE

TO: Credit Suisse AG, Cayman Islands Branch
11 Madison Avenue,
New York, NY 10010

This subpoena is issued pursuant to Court of Chancery Rule 45 and the Uniform Interstate Deposition and Discovery Act. Court of Chancery Rules 45(c) and (d), copies of which are attached hereto, set forth the protections and duties with respect to this subpoena.

YOU ARE HEREBY COMMANDED:

To produce and permit inspection and copying of designated documents, electronically stored information or tangible things in your possession, custody or control in accordance with the attached **Schedule A**

within twenty (20) days of service of this subpoena, given the expedited nature of the proceedings, at the offices of Kobre & Kim LLP, Kobre & Kim LLP, 800 Third Avenue, New York, New York 10022, or such other location or date mutually agreeable amongst the parties or ordered by the Court.

Dated: July 26, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham

Jacob R. Kirkham (#5768)
600 North King Street, Suite 501,
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Twitter, Inc.

Court of Chancery Rule 45(c) and (d):

(c) Protection of persons subject to subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and may impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated documents, electronically stored information, or tangible things or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court on behalf of which the subpoena was issued shall quash or modify the subpoena if it

(i) Fails to allow reasonable time for compliance;

- (ii) Requires disclosure of privileged or other protected matter and no exception or waiver applies; or
- (iii) Subjects a person to undue burden.

(B) If a subpoena

- (i) Requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) Requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court on behalf of which the subpoena was issued may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the Court may order appearance or production only upon specified conditions.

(d) Duty in responding to subpoena.

(1) If a subpoena does not specify a form for producing documents or electronically stored information, the person responding shall produce it in a form or forms in which it is ordinarily maintained, or in which it is reasonably usable. Absent a showing of good cause, the person responding need not produce the same documents or electronically stored information in more than one form. The person responding need not provide discovery of documents or electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On a motion to compel discovery or for a protective order, the person responding to a subpoena must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the Court nevertheless may order discovery from such sources if the requesting party shows good cause. The Court may specify the conditions for the discovery.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, electronically stored information, or tangible things not produced that is sufficient to enable the demanding party to contest the claim.

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

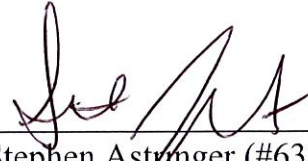
Defendants.

C.A. No. 2022-0613-KSJM

AFFIDAVIT OF SERVICE

I, Stephen Astringer, of Kobre & Kim LLP, hereby certify that, on July 26, 2022, Davis Polk & Wardwell LLP (“Davis Polk”) advised my firm that it represents Credit Suisse AG, Cayman Islands Branch in connection with the above-captioned litigation and agreed to accept service of a non-party subpoena by electronic mail on behalf of Credit Suisse AG, Cayman Islands Branch. Thereafter, that same day, Kobre & Kim LLP served the following documents on Davis Polk by electronic mail:

1. The attached Subpoena *Duces Tecum*;
2. Schedule A to that Subpoena; and
3. Ex. A to that Subpoena.



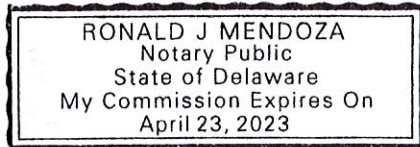
Stephen Astringer (#6375)
KOBRE & KIM LLP
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

Subscribed and sworn to before me
This 28 day of July, 2022.



Notary Public





[NEW YORK SUBPOENA SCHEDULE A]

SCHEDULE A

DEFINITIONS

As used in Schedule A, the following terms shall have the following meanings:

1. “Action” shall mean *Twitter Inc. v. Musk et al.*, Case No. 2022-0613 (Del. Ch.).
2. “AH Capital Management L.L.C.” shall mean AH Capital Management L.L.C. and any of its divisions, subsidiaries, or affiliates.
3. “Antonio Gracias” shall mean the Antonio Gracias affiliated with Valor Equity Partners LP.
4. “April 13, 2022 Proposal” shall mean the letter from Equity Investor to Bret Taylor, attached as Exhibit B to Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 13, 2022.
5. “April 24, 2022 Offer” shall mean the letter from Equity Investor to Bret Taylor, dated April 24, 2022, attached as Exhibit G to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.
6. “Barclays” shall mean Barclays Capital Inc. and any of its divisions, subsidiaries, or affiliates.
7. “Bob Swan” shall mean the Bob Swan affiliated with AH Capital Management L.L.C.
8. “BofA Securities” shall mean Bank of America Corporation and/or BofA Securities, Inc. and any of their respective divisions, subsidiaries, or affiliates.

9. “Co-Investor Equity Commitments” shall mean the letter agreements with the Co-Investors.

10. “Co-Investors” shall mean any one or more actual or potential co-investors in the Equity Financing, including without limitation Lawrence Ellison; the Lawrence J. Ellison Revocable Trust; Binance; A.H. Capital Management, L.L.C.; Brookfield Asset Management Inc.; Qatar Holding LLC; Sequoia Capital Fund, L.P.; A.M. Management & Consulting; Aliya Capital Partners LLC; BAMCO, Inc.; DFJ Growth IV Partners, LLC; Fidelity Management & Research Company LLC; Honeycomb Asset Management LP; Key Wealth Advisors LLC; Litani Ventures; Strauss Capital LLC; Tresser Blvd 402 LLC (Cartenna); VyCapital; Witkoff Capital; and Prince Alwaleed bin Talal, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

11. “Communication” shall refer to the transmittal of information (in the form of facts, ideas, inquiries, queries, data, or otherwise) by any means of transmission, regardless of whether the transmittal was initiated or received by an individual or a system. Means of transmission include, but are not limited to, face-to-face conversations, postal or other physical mail, email, text message, instant message (such as iMessage, Slack, and Signal), social media messaging platforms (such as Twitter Direct Messages), voicemail, telephone, or facsimile.

12. “Complaint” shall mean the Verified Complaint, dated July 12, 2022, filed by Twitter against Defendants in this Action.

13. “Debt Financing” shall refer to any amounts contemplated to be borrowed by Defendants, whether currently, previously, or in the future, to fund the transactions

contemplated by the Merger Agreement, including without limitation the amounts set forth in (i) the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the margin loan commitment letter, dated April 20, 2022, attached as Exhibit D to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (iii) the debt commitment letter dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022; and (iv) the Margin Loan Commitment.

14. “Defendants” shall mean individually and/or collectively, Elon R. Musk; X Holdings I, Inc. and any of its divisions, subsidiaries, or affiliates; and X Holdings II, Inc. and any of its divisions, subsidiaries, or affiliates, together with all other Persons acting or purporting to act on their behalf.

15. “Defendants’ Advisors” shall refer to any one or more of the following: Morgan Stanley; Jared Birchall; Excession LLC; Bob Swan; AH Capital Management, L.L.C.; Antonio Gracias; Valor Equity Partners LP; Kristina Salen; Patrick O’Malley; BofA Securities; Barclays; McDermott Will & Emery LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and Quinn Emanuel Urquhart & Sullivan, LLP, as well as any of Defendants’ other advisors, agents, attorneys, consultants, law firms, public relations firms, or other representatives, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

16. “Document” shall be construed to the fullest extent permissible under New York law and means, without limitation, the original and all copies and translations of any

information in any written, recorded, electronic, or graphic form including all memoranda, notes, interoffice and intraoffice communications, telegrams, teletypes, letters, reports, stenographic notes, bulletins, notices, emails, Bloomberg messages, Microsoft Team messages, any other text messages or other messaging–application messages, instant messages or other electronic–chat messages, telephonic or personal communications, computer models, spreadsheets, data, accounts, records, calendars, diaries, minutes, contracts or other legal papers, resolutions, written policies or procedures, insurance policies, audio records, photographs, microform, film, and any electronically stored information stored in any medium, including computer backup devices, hard drives, electronic share drives, or any other virtual or physical space. “Document” also includes any other Communication of any kind in any form or medium.

17. “Equity Financing” shall refer to any amounts contemplated to be invested by Equity Investor or others, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation (i) the equity financing commitment letter, dated April 20, 2022, attached as Exhibit E to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the equity financing commitment letter, dated April 25, 2022, filed as Exhibit J to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 26, 2022; (iii) the co-investor equity commitment letters referenced in Amendment No. 6 to Schedule 13D, filed by Equity Investor with the SEC on May 5, 2022; (iv) the equity commitment letter referenced in the Schedule 13D filed by HRH Prince Alwaleed Bin Talal Bin Abdulaziz Alsaud with the SEC on May 9, 2022; (v) the equity commitment side letter, dated May 11, 2022, and executed by, inter alia, Elon R. Musk; (vi) the equity commitment side letter, dated

May 24, 2022, and executed by, inter alia, Elon R. Musk; and (vii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022.

18. “Equity Investor” shall mean Elon R. Musk.

19. “Excession LLC” shall mean Excession LLC and any of its divisions, subsidiaries, or affiliates.

20. “Financing Commitments” shall mean: (i) the debt commitment letter, dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022, together with any amendments thereto; (ii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022, together with any amendments thereto; (iii) the Co-Investor Equity Commitments; and (iv) any other commitments to lend or invest money to fund the transactions contemplated by the Merger Agreement.

21. “Jared Birchall” shall mean the Jared Birchall affiliated with Excession LLC.

22. “July 8, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated July 8, 2022, regarding the purported termination of the Merger Agreement.

23. “June 6, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated June 6, 2022, asserting that there had been a “material breach” of the Merger Agreement.

24. “Kristina Salen” shall mean the Kristina Salen who formerly served as Chief Financial Officer of World Wrestling Entertainment, Inc. and who is currently affiliated with Sirius XM Holdings, Inc.

25. “Lenders” shall mean any one or more actual or potential providers of the Debt Financing, including without limitation Morgan Stanley Senior Funding, Inc.; Bank of America, N.A.; BofA Securities, Inc.; Barclays Bank PLC; MUFG Bank, Ltd.; BNP Paribas; BNP Paribas Securities Corp.; Mizuho Bank, Ltd.; Societe Generale; Credit Suisse AG, Cayman Islands Branch; Citibank, N.A.; Deutsche Bank AG, London Branch; Royal Bank of Canada; and Canadian Imperial Bank of Commerce, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

26. “Limited Guarantee” shall mean the Limited Guarantee, dated as of April 25, 2022, provided by Elon R. Musk in favor of Twitter, Inc.

27. “Margin Loan Commitment” shall mean the margin loan commitment letter, dated April 25, 2022, attached as Exhibit I to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.

28. “Merger” shall mean the transactions contemplated by the Merger Agreement.

29. “Merger Agreement” shall mean the Agreement and Plan of Merger, dated April 25, 2022, between and among Elon R. Musk, X Holdings I, Inc., X Holdings II, Inc., and Twitter, Inc.

30. “Morgan Stanley” shall mean Morgan Stanley & Co. LLC and any of its divisions, subsidiaries, or affiliates.

31. “Patrick O’Malley” shall mean the Patrick O’Malley who formerly served as Chief Financial Officer of Avaya Holdings Corp. and who is currently affiliated with Magnolia Medical Technologies, Inc.

32. “Person” or “Persons” shall mean any individual, corporation, partnership, firm, association, government agency, or other organization recognizable at law, together with its agents, employees, and representatives.

33. “SEC” shall mean the U.S. Securities and Exchange Commission, together with any of its employees, attorneys, agents, or representatives, and all other Persons acting or purporting to act on its behalf.

34. “Tweet” shall mean a post made on the Twitter platform, including Retweets or replies.

35. “Twitter” shall mean Twitter, Inc. and any of its divisions, subsidiaries or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

36. “Valor Equity Partners LP” shall mean Valor Equity Partners LP and any of its divisions, subsidiaries, or affiliates.

37. The terms “You” or “Your” shall mean Credit Suisse AG, Cayman Islands Branch and/or any of Credit Suisse AG, Cayman Islands Branch’s divisions, subsidiaries, or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

38. The term “including” shall mean “including without limitation” or “including, but not limited to.”

39. The terms “and” and “all” shall each be construed either disjunctively or conjunctively to bring within the scope of the Requests all responses that might otherwise be construed as outside their scope.

40. The terms “any” and “each” shall each be construed as both “each” and “every” to bring within the scope of the Requests all responses which might otherwise be construed to be outside their scope.

41. The use of the singular form of any word shall include the plural and vice versa.

42. The terms “concerning,” “regarding,” “relating to,” and/or “related to” shall each be read and applied as interchangeable and shall each be construed in the broadest sense to mean referring to, describing, evidencing, memorializing, concerning, regarding, with regard to, relating to, referring to, pertaining to, containing, analyzing, evaluating, studying, recording, reflecting, reporting on, commenting on, reviewed in connection or in conjunction with, setting forth, contradicting, refuting, and considering, in whole or in part.

43. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Merger Agreement.

INSTRUCTIONS

The following instructions shall apply to the Document Requests contained herein.

1. As required by CPLR 3122(c), You shall produce all Documents either (a) as they are kept in the usual course of business; or (b) organized and labeled to correspond to the categories of the Request.

2. As required by CPLR 3122(a), if You object to the production of any Documents called for by a Request, You shall state with particularity the reasons for Your objection.

3. Unless otherwise specified, the time period covered by these Requests is January 1, 2022 through July 8, 2022.

4. These Requests are continuing in nature and to the extent that Your responses may be modified or supplemented by documents or information obtained or discovered subsequent to the production of Your initial responses, or are discovered to be incomplete or incorrect, You are required to promptly provide supplemental responses pursuant to Article 31 of the CPLR.

5. A Request for a Document shall be deemed to include a request for any non-identical copies or drafts of the Document, as well as all transmittal sheets, cover letters, exhibits, enclosures, or attachments to the Document, in addition to the Document itself. Any Document described herein is to be produced in its original file folder, with all labels or similar markings intact, and with the name of the Person from whose file it was produced.

6. If it is not possible to produce any Document called for by a Request, or if any part of a Request is objected to, the reasons for the failure to produce the Documents or the objection should be stated specifically as to all grounds.

7. If a Document responsive to any Request is no longer in Your possession, custody, or control, give a description of the Document, state what disposition was made of the Document and the date of such disposition, and identify all Persons having knowledge of the Document's contents.

8. If any Document responsive to any Request has been destroyed, give a description of the Document, set forth the contents of the Document, the location of any copies of the Document, the date of the Document's destruction, and the name of the Person who destroyed the Document or ordered or authorized its destruction.

9. If You withhold any Document responsive to a Request, or any part thereof, You shall provide notice to Plaintiffs, as required by CPLR 3122(b), that such Document is being withheld, indicating: (a) the legal ground for withholding the Document; (b) the type

of Document; (c) the general subject matter of the Document; (d) the date of the Document; and (e) such other information as is sufficient to identify the Document, including the author of, recipients of, and attachments to the Document. If You believe that a portion of a Document is protected by an applicable privilege, You shall produce the non-privileged portion with the allegedly privileged portion redacted and indicated as such.

10. Requests are not intended to limit or modify other Requests and should not be interpreted as limiting or modifying other Requests.

11. If You contend that any Request is overly broad and/or unduly burdensome, identify all aspects of the Request that are overly broad or unduly burdensome and produce the Documents that are not subject to this contention.

12. If there are no Documents or Communications responsive to any particular Request or subpart thereof, You shall state so in writing.

13. For any responsive Documents or Communications stored in electronic format, including email and text messages, You will produce those Documents or Communications in searchable electronic format (e.g., single-page .TIFF format with corresponding Document-level extracted text files and OCR text files, each named by the Bates number assigned to the first page) by secure electronic transmission (e.g. SFTP site) or on CD-ROMs, DVD-ROMs, portable or external hard drives, or other widely-used electronic or optical storage media. All images will be produced as single page .TIFF images, black and white, Group IV and 300 dpi with a Concordance Image (formerly Opticon) style .OPT load file. All color images will be provided in JPEG format where color images are necessary to understand the Document. All Microsoft Excel, PowerPoint, and similar spreadsheet or presentation files will be produced in native format. Furthermore, for all native files that are produced, a corresponding placeholder TIFF image will be produced that

bears the same Bates assigned to the native file, has all associated metadata, and indicates that that the “File has been produced in native format.” All responsive electronic Documents and Communications will be produced with sufficient metadata to convey where these items begin and end (including attachments), the original file name, and the original timestamps and attributes. All metadata will be provided in a delimited data field (with file extension .DAT), delimited using the Concordance style delimiters, and including the following metadata fields: “BEGBATES”, “ENDBATES”, “BEGATTACH”, “ENDATTACH”, “FAMILY-DATE/TIME”, “Page Count”, “Custodian”, “ALL CUSTODIANS”, “To”, “From”, “CC”, “BCC”, “Subject”, “Sent Date/Time”, “Author”, “Title”, “File Name”, “File Extension”, “Redacted”, “TextPath”, “NativePath”, “MD5HASH”, “Received Date/Time”, “File Size”, and “Confidentiality”.

14. None of the Definitions or Requests set forth herein shall be construed as an admission relating to the existence of any evidence, to the relevance or admissibility of any evidence, or to the truth or accuracy of any statement or characterization in the Definition or Request.

DOCUMENT REQUESTS

REQUEST NO. 1.

All Documents and Communications relating to the April 13, 2022 Proposal, the April 24, 2022 Offer, any other potential acquisition or other strategic transaction involving Twitter, the Merger, the Merger Agreement, the Limited Guarantee, the June 6, 2022 Letter, and/or the July 8, 2022 Letter, and any financing with respect to any of the foregoing or any transaction contemplated thereby (including but not limited to the Debt Financing, the Equity Financing, and/or the Financing Commitments), including without limitation (i) all

Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or any Co-Investor concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning these subjects; (iii) all Communications with any advisor, attorney, or other representative of any Co-Investor concerning these subjects; and (iv) all Communications with any advisor, attorney, or other representative of any advisor, attorney, and/or other representative of You or any other one or more of the Lenders concerning these subjects.

REQUEST NO. 2.

All Documents and Communications relating to efforts to syndicate and/or arrange, document, negotiate the terms of, or consummate the Debt Financing and close the Merger, including those concerning the status of or expected timeline for such efforts. Documents responsive to this Request shall include, without limitation: (i) closing checklists (and drafts thereof) for any aspect of the Debt Financing; (ii) timelines (and drafts thereof) for the arrangement, negotiation, execution, and/or consummation of the Debt Financing; (iii) agendas, presentations, decks, and other materials (and drafts thereof) related to any organizational calls, lender meetings, drafting sessions, or due diligence sessions concerning the Debt Financing, and any notes, recordings, or transcriptions of any calls or meetings related to the Debt Financing; (iv) drafts of definitive agreements and ancillary and closing documents (and all schedules and exhibits thereto) related to the Debt Financing; (v) offering memoranda, confidential information memoranda, and lender presentations (and drafts thereof) related to the Debt Financing; and (vi) ratings agency presentations (and drafts thereof) related to the Debt Financing.

REQUEST NO. 3.

All Documents and Communications concerning (i) the reduction of the amount of the Margin Loan Commitment, including without limitation those relating to the reasons for reducing the amount of the Margin Loan Commitment; and (ii) the subsequent termination of the Margin Loan Commitment, including without limitation those relating to the reasons for terminating the Margin Loan Commitment.

REQUEST NO. 4.

All Documents and Communications concerning any potential tender offer for some or all of Twitter's shares, including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; and (iii) all Documents and Communications relating to the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022.

REQUEST NO. 5.

All Documents and Communications concerning Defendants' requests or potential requests for information pursuant to Section 6.4 and/or Section 6.11 of the Merger Agreement and any information provided by Twitter, or on Twitter's behalf, in response to any such request for information, including without limitation (i) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (ii) all Communications with Defendants, any one or more of Defendants' Advisors, any other one

or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (iii) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to Twitter's API or "firehose" data provided to Defendants; (iv) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to any other information provided by Twitter, or on Twitter's behalf, in response to any information request by Defendants or on Defendants' behalf; and (v) all Documents and Communications concerning Equity Investor's Tweet, dated May 13, 2022, purporting to disclose information obtained from Twitter pursuant to an information request, as alleged in Paragraph 75 of the Complaint.

REQUEST NO. 6.

All Documents and Communications relating to any written or oral request made by You or any other one or more of the Lenders seeking information relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such information request.

REQUEST NO. 7.

All Documents and Communications relating to any written or oral response to an information request made by You and/or any other one or more of the Lenders relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such response.

REQUEST NO. 8.

All Documents and Communications concerning the number of false or spam accounts or

bots on the Twitter platform and/or the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, including without limitation (i) all Documents and Communications related to any analyses, audits, or investigations performed or conducted by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (ii) all Documents and Communications related to any analyses, audits, or investigations that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered undertaking, or that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered having others undertake on Your or their behalf, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (iii) all Documents and Communications related to Defendants' decision to execute the Merger Agreement without further due diligence on these subjects; and (iv) all Documents and Communications concerning Your decision to commit to the Debt Financing without further due diligence on these subjects.

REQUEST NO. 9.

All Communications with any media representative or media outlet regarding the Merger, the Merger Agreement, the Debt Financing, the Equity Financing, the Financing Commitments, the number of false or spam accounts or bots on the Twitter platform, the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, the June 6, 2022 Letter, and/or the July 8, 2022 Letter. This Request includes, without limitation, all Communications made by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware,

with the author(s) (or any of their colleagues) of the enumerated articles or any other stories, articles, media commentary, or the like concerning the subject matters listed in this Request.

REQUEST NO. 10.

All Documents and Communications concerning Equity Investor's determination, as disclosed in Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022, that the April 13, 2022 Proposal was "no longer subject to financing as a result of the Reporting Person's receipt of the financing commitments . . . and is no longer subject to business due diligence."

REQUEST NO. 11.

All Documents and Communications concerning (i) Equity Investor's assertion, in a Tweet dated May 15, 2022, that "[t]here is some chance" that the percentage of bots and/or false or spam accounts "might be over 90% of daily active users"; and (ii) Equity Investor's assertion, in a Tweet dated May 17, 2022, that "20% fake/spam accounts, while 4 times what Twitter claims, could be much higher," including without limitation all Documents in Your possession, or of which You are aware, that supported these claims.

REQUEST NO. 12.

All Documents and Communications relating to the effects or potential effects of changes in the price of Tesla, Inc. common stock, on (i) the Merger; (ii) the Debt Financing; (iii) the Equity Financing; (iv) the Financing Commitments; and/or (v) Defendants' intentions with respect to closing and/or efforts to close the Merger.

REQUEST NO. 13.

All Documents and Communications concerning Equity Investor's (i) efforts to ensure that he had the financial capacity to pay and perform his obligations in respect of the Equity Financing, including without limitation those relating to the status of or expected timeline

for such efforts; and (ii) intended or expected sources of cash to fund his obligations in respect of the Equity Financing.

REQUEST NO. 14.

All Documents and Communications concerning Defendants' purported termination of the Merger Agreement, including without limitation those related to (i) any consideration of whether and on what grounds to purport to terminate the Merger Agreement; (ii) any consideration of potentially renegotiating the Merger Agreement; (iii) all Documents and Communications related to the preparation of the June 6, 2022 Letter; and (iv) all Documents and Communications related to the preparation of the July 8, 2022 Letter.

REQUEST NO. 15.

All Documents and Communications concerning Defendants' contention in the July 8, 2022 Letter that Twitter is "likely to suffer a Company Material Adverse Effect," including without limitation any valuations, forecasts, projections, estimates, or other analyses relating to whether Twitter is likely to suffer a Company Material Adverse Effect.

REQUEST NO. 16.

All forecasts, projections, estimates, or other analyses created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or on Your or their behalf, relating to Twitter's current or future performance, financial condition, or value, including without limitation any projections of Twitter's revenues, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses.

REQUEST NO. 17.

All Documents and Communications relating to any investment, involvement, potential investment, or potential involvement by Equity Investor, any affiliate of Equity Investor,

You, any other one or more of the Lenders, the Co-Investors, and/or any other Person acting in concert with Equity Investor, either directly or indirectly, in any competitor to Twitter, whether or not such competitor is presently in existence.

REQUEST NO. 18.

All Documents and Communications concerning Equity Investor's strategic or business plans for Twitter, including without limitation (i) all Communications between You and Equity Investor, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or the Co-Investors concerning any such plans; (ii) all drafts or iterations of any plans to address issues relating to false or spam accounts on the Twitter platform; (iii) all drafts or iterations of any plans relating to employee retention programs or incentives; and (iv) all drafts or iterations of any plans relating to potential changes to the size and/or composition of Twitter's workforce.

REQUEST NO. 19.

All Documents and Communications relating to the termination of Bob Swan and/or the cessation of Bob Swan's involvement on Defendants' behalf in connection with the Merger and the Debt Financing.

REQUEST NO. 20.

All Documents and Communications relating to the actual or potential engagement or involvement of Antonio Gracias to act on Defendants' behalf in connection with the Merger and the Debt Financing, including without limitation any summary or introductory information or briefing materials provided to him.

REQUEST NO. 21.

All Documents concerning Your policies regarding the retention or destruction of documents.

**[DELAWARE SUBPOENA
("EX. A") SCHEDULE A]**

SCHEDULE A

DEFINITIONS

As used in Schedule A, the following terms shall have the following meanings:

1. “Action” shall mean the above-captioned action.
2. “AH Capital Management L.L.C.” shall mean AH Capital Management L.L.C. and any of its divisions, subsidiaries, or affiliates.
3. “Antonio Gracias” shall mean the Antonio Gracias affiliated with Valor Equity Partners LP.
4. “April 13, 2022 Proposal” shall mean the letter from Equity Investor to Bret Taylor, attached as Exhibit B to Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 13, 2022.
5. “April 24, 2022 Offer” shall mean the letter from Equity Investor to Bret Taylor, dated April 24, 2022, attached as Exhibit G to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.
6. “Barclays” shall mean Barclays Capital Inc. and any of its divisions, subsidiaries, or affiliates.

7. “Bob Swan” shall mean the Bob Swan affiliated with AH Capital Management L.L.C.

8. “BofA Securities” shall mean Bank of America Corporation and/or BofA Securities, Inc. and any of their respective divisions, subsidiaries, or affiliates.

9. “Co-Investor Equity Commitments” shall mean the letter agreements with the Co-Investors.

10. “Co-Investors” shall mean any one or more actual or potential co-investors in the Equity Financing, including without limitation Lawrence Ellison; the Lawrence J. Ellison Revocable Trust; Binance; A.H. Capital Management, L.L.C.; Brookfield Asset Management Inc.; Qatar Holding LLC; Sequoia Capital Fund, L.P.; A.M. Management & Consulting; Aliya Capital Partners LLC; BAMCO, Inc.; DFJ Growth IV Partners, LLC; Fidelity Management & Research Company LLC; Honeycomb Asset Management LP; Key Wealth Advisors LLC; Litani Ventures; Strauss Capital LLC; Tresser Blvd 402 LLC (Cartenna); VyCapital; Witkoff Capital; and Prince Alwaleed bin Talal, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

11. “Communication” shall refer to the transmittal of information (in the form of facts, ideas, inquiries, queries, data, or otherwise) by any means of transmission, regardless of whether the transmittal was initiated or received by an individual or a system. Means of transmission include, but are not limited to, face-to-face conversations, postal or other physical mail, email, text message, instant message (such as iMessage, Slack, and Signal), social media messaging platforms (such as Twitter Direct Messages), voicemail, telephone, or facsimile.

12. “Complaint” shall mean the Verified Complaint, dated July 12, 2022, filed by Twitter against Defendants in this Action.

13. “Debt Financing” shall refer to any amounts contemplated to be borrowed by Defendants, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation the amounts set forth in (i) the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the margin loan commitment letter, dated April 20, 2022, attached as Exhibit D to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (iii) the debt commitment letter dated April 25, 2022, attached as Exhibit H to

Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022; and (iv) the Margin Loan Commitment.

14. “Defendants” shall mean individually and/or collectively, Elon R. Musk; X Holdings I, Inc. and any of its divisions, subsidiaries, or affiliates; and X Holdings II, Inc. and any of its divisions, subsidiaries, or affiliates, together with all other Persons acting or purporting to act on their behalf.

15. “Defendants’ Advisors” shall refer to any one or more of the following: Morgan Stanley; Jared Birchall; Excession LLC; Bob Swan; AH Capital Management, L.L.C.; Antonio Gracias; Valor Equity Partners LP; Kristina Salen; Patrick O’Malley; BofA Securities; Barclays; McDermott Will & Emery LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and Quinn Emanuel Urquhart & Sullivan, LLP, as well as any of Defendants’ other advisors, agents, attorneys, consultants, law firms, public relations firms, or other representatives, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

16. “Document” shall mean “document” as that term is defined and used in Court of Chancery Rules 26, 34, and 45 and shall have the broadest possible meaning permitted by law.

17. “Equity Financing” shall refer to any amounts contemplated to be invested by Equity Investor or others, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation (i) the equity financing commitment letter, dated April 20, 2022, attached as Exhibit E to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the equity financing commitment letter, dated April 25, 2022, filed as Exhibit J to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 26, 2022; (iii) the co-investor equity commitment letters referenced in Amendment No. 6 to Schedule 13D, filed by Equity Investor with the SEC on May 5, 2022; (iv) the equity commitment letter referenced in the Schedule 13D filed by HRH Prince Alwaleed Bin Talal Bin Abdulaziz Alsaud with the SEC on May 9, 2022; (v) the equity commitment side letter, dated May 11, 2022, and executed by, inter alia, Elon R. Musk; (vi) the equity commitment side letter, dated May 24, 2022, and executed by, inter alia, Elon R. Musk; and (vii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022.

18. “Equity Investor” shall mean Elon R. Musk.

19. “Excession LLC” shall mean Excession LLC and any of its divisions, subsidiaries, or affiliates.

20. “Financing Commitments” shall mean: (i) the debt commitment letter, dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022, together with any amendments thereto; (ii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022, together with any amendments thereto; (iii) the Co-Investor Equity Commitments; and (iv) any other commitments to lend or invest money to fund the transactions contemplated by the Merger Agreement.

21. “Jared Birchall” shall mean the Jared Birchall affiliated with Excession LLC.

22. “July 8, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated July 8, 2022, regarding the purported termination of the Merger Agreement.

23. “June 6, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated June 6, 2022, asserting that there had been a “material breach” of the Merger Agreement.

24. “Kristina Salen” shall mean the Kristina Salen who formerly served as Chief Financial Officer of World Wrestling Entertainment, Inc. and who is currently affiliated with Sirius XM Holdings, Inc.

25. “Lenders” shall mean any one or more actual or potential providers of the Debt Financing, including without limitation Morgan Stanley Senior Funding, Inc.; Bank of America, N.A.; BofA Securities, Inc.; Barclays Bank PLC; MUFG Bank, Ltd.; BNP Paribas; BNP Paribas Securities Corp.; Mizuho Bank, Ltd.; Societe Generale; Credit Suisse AG, Cayman Islands Branch; Citibank, N.A.; Deutsche Bank AG, London Branch; Royal Bank of Canada; and Canadian Imperial Bank of Commerce, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

26. “Limited Guarantee” shall mean the Limited Guarantee, dated as of April 25, 2022, provided by Elon R. Musk in favor of Twitter, Inc.

27. “Margin Loan Commitment” shall mean the margin loan commitment letter, dated April 25, 2022, attached as Exhibit I to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.

28. “Merger” shall mean the transactions contemplated by the Merger Agreement.

29. “Merger Agreement” shall mean the Agreement and Plan of Merger, dated April 25, 2022, between and among Elon R. Musk, X Holdings I, Inc., X Holdings II, Inc., and Twitter, Inc.

30. “Morgan Stanley” shall mean Morgan Stanley & Co. LLC and any of its divisions, subsidiaries, or affiliates.

31. “Patrick O’Malley” shall mean the Patrick O’Malley who formerly served as Chief Financial Officer of Avaya Holdings Corp. and who is currently affiliated with Magnolia Medical Technologies, Inc.

32. “Person” or “Persons” shall mean any individual, corporation, partnership, firm, association, government agency, or other organization recognizable at law, together with its agents, employees, and representatives.

33. “SEC” shall mean the U.S. Securities and Exchange Commission, together with any of its employees, attorneys, agents, or representatives, and all other Persons acting or purporting to act on its behalf.

34. “Tweet” shall mean a post made on the Twitter platform, including Retweets or replies.

35. “Twitter” shall mean Twitter, Inc. and any of its divisions, subsidiaries or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

36. “Valor Equity Partners LP” shall mean Valor Equity Partners LP and any of its divisions, subsidiaries, or affiliates.

37. The terms “You” or “Your” shall mean Credit Suisse AG, Cayman Islands Branch and/or any of Credit Suisse AG, Cayman Islands Branch’s divisions, subsidiaries, or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

38. The term “including” shall mean “including without limitation” or “including, but not limited to.”

39. The terms “and” and “all” shall each be construed either disjunctively or conjunctively to bring within the scope of the Requests all responses that might otherwise be construed as outside their scope.

40. The terms “any” and “each” shall each be construed as both “each” and “every” to bring within the scope of the Requests all responses which might otherwise be construed to be outside their scope.

41. The use of the singular form of any word shall include the plural and vice versa.

42. The terms “concerning,” “regarding,” “relating to,” and/or “related to” shall each be read and applied as interchangeable and shall each be construed in the broadest sense to mean referring to, describing, evidencing, memorializing, concerning, regarding, with regard to, relating to, referring to, pertaining to, containing, analyzing, evaluating, studying, recording, reflecting, reporting on, commenting on, reviewed in connection or in conjunction with, setting forth, contradicting, refuting, and considering, in whole or in part.

43. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Merger Agreement.

INSTRUCTIONS

The following instructions shall apply to the Document Requests contained herein.

1. These Requests require that You produce Documents in a manner that satisfies the requirements of Court of Chancery Rules 26, 34, and 45.

2. Unless otherwise specified, the time period covered by these Requests is January 1, 2022, through July 8, 2022.

3. These Requests are continuing and require supplementation pursuant to Court of Chancery Rules 26, 34, and 45.

4. A Request for a Document shall be deemed to include a request for any non-identical copies or drafts of the Document, as well as all transmittal sheets, cover letters, exhibits, enclosures, or attachments to the Document, in addition to the Document itself. Any Document described herein is to be produced in its original file folder, with all labels or similar markings intact, and with the name of the Person from whose file it was produced.

5. If it is not possible to produce any Document called for by a Request, or if any part of a Request is objected to, the reasons for the failure to produce the Documents or the objection should be stated specifically as to all grounds.

6. If a Document responsive to any Request is no longer in Your possession, custody, or control, give a description of the Document, state what disposition was made of the Document and the date of such disposition, and identify all Persons having knowledge of the Document's contents.

7. If any Document responsive to any Request has been destroyed, give a description of the Document, set forth the contents of the Document, the location of any copies of the Document, the date of the Document's destruction,

and the name of the Person who destroyed the Document or ordered or authorized its destruction.

8. If You claim any form of privilege or protection or other reason, whether based on statute or otherwise, as a ground for not producing requested Documents, furnish a list identifying each Document for which the privilege or protection is claimed, together with the following information: date; sender, recipients, and Persons to whom copies were furnished, together with their job titles; subject matter; and basis on which the Document is withheld consistent with the Court of Chancery Rules.

9. Requests are not intended to limit or modify other Requests and should not be interpreted as limiting or modifying other Requests.

10. If You contend that any Request is overly broad and/or unduly burdensome, identify all aspects of the Request that are overly broad or unduly burdensome and produce the Documents that are not subject to this contention.

11. If there are no Documents or Communications responsive to any particular Request or subpart thereof, You shall state so in writing.

12. For any responsive Documents or Communications stored in electronic format, including email and text messages, You will produce those Documents or Communications in searchable electronic format (e.g., single-

page .TIFF format with corresponding Document-level extracted text files and OCR text files, each named by the Bates number assigned to the first page) by secure electronic transmission (e.g. SFTP site) or on CD-ROMs, DVD-ROMs, portable or external hard drives, or other widely-used electronic or optical storage media. All images will be produced as single page .TIFF images, black and white, Group IV and 300 dpi with a Concordance Image (formerly Opticon) style .OPT load file. All color images will be provided in JPEG format where color images are necessary to understand the Document. All Microsoft Excel, PowerPoint, and similar spreadsheet or presentation files will be produced in native format. Furthermore, for all native files that are produced, a corresponding placeholder TIFF image will be produced that bears the same Bates assigned to the native file, has all associated metadata, and indicates that that the “File has been produced in native format.” All responsive electronic Documents and Communications will be produced with sufficient metadata to convey where these items begin and end (including attachments), the original file name, and the original timestamps and attributes. All metadata will be provided in a delimited data field (with file extension .DAT), delimited using the Concordance style delimiters, and including the following metadata fields: “BEGBATES”, “ENDBATES”, “BEGATTACH”, “ENDATTACH”, “FAMILY-DATE/TIME”, “Page Count”, “Custodian”, “ALL

CUSTODIANS”, “To”, “From”, “CC”, “BCC”, “Subject”, “Sent Date/Time”, “Author”, “Title”, “File Name”, “File Extension”, “Redacted”, “TextPath”, “NativePath”, “MD5HASH”, “Received Date/Time”, “File Size”, and “Confidentiality”.

13. None of the Definitions or Requests set forth herein shall be construed as an admission relating to the existence of any evidence, to the relevance or admissibility of any evidence, or to the truth or accuracy of any statement or characterization in the Definition or Request.

DOCUMENT REQUESTS

REQUEST NO. 1.

All Documents and Communications relating to the April 13, 2022 Proposal, the April 24, 2022 Offer, any other potential acquisition or other strategic transaction involving Twitter, the Merger, the Merger Agreement, the Limited Guarantee, the June 6, 2022 Letter, and/or the July 8, 2022 Letter, and any financing with respect to any of the foregoing or any transaction contemplated thereby (including but not limited to the Debt Financing, the Equity Financing, and/or the Financing Commitments), including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or any Co-Investor concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning these subjects; (iii) all Communications with any advisor, attorney, or other representative of any Co-Investor concerning these subjects; and (iv) all Communications with any advisor, attorney, or other representative of any advisor, attorney, and/or other representative of You or any other one or more of the Lenders concerning these subjects.

REQUEST NO. 2.

All Documents and Communications relating to efforts to syndicate and/or arrange, document, negotiate the terms of, or consummate the Debt Financing

and close the Merger, including those concerning the status of or expected timeline for such efforts. Documents responsive to this Request shall include, without limitation: (i) closing checklists (and drafts thereof) for any aspect of the Debt Financing; (ii) timelines (and drafts thereof) for the arrangement, negotiation, execution, and/or consummation of the Debt Financing; (iii) agendas, presentations, decks, and other materials (and drafts thereof) related to any organizational calls, lender meetings, drafting sessions, or due diligence sessions concerning the Debt Financing, and any notes, recordings, or transcriptions of any calls or meetings related to the Debt Financing; (iv) drafts of definitive agreements and ancillary and closing documents (and all schedules and exhibits thereto) related to the Debt Financing; (v) offering memoranda, confidential information memoranda, and lender presentations (and drafts thereof) related to the Debt Financing; and (vi) ratings agency presentations (and drafts thereof) related to the Debt Financing.

REQUEST NO. 3.

All Documents and Communications concerning (i) the reduction of the amount of the Margin Loan Commitment, including without limitation those relating to the reasons for reducing the amount of the Margin Loan Commitment; and (ii) the subsequent termination of the Margin Loan Commitment, including

without limitation those relating to the reasons for terminating the Margin Loan Commitment.

REQUEST NO. 4.

All Documents and Communications concerning any potential tender offer for some or all of Twitter's shares, including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; and (iii) all Documents and Communications relating to the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022.

REQUEST NO. 5.

All Documents and Communications concerning Defendants' requests or potential requests for information pursuant to Section 6.4 and/or Section 6.11 of the Merger Agreement and any information provided by Twitter, or on Twitter's behalf, in response to any such request for information, including without limitation (i) all Documents created by Defendants, any one or more of

Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (ii) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (iii) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to Twitter's API or "firehose" data provided to Defendants; (iv) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to any other information provided by Twitter, or on Twitter's behalf, in response to any information request by Defendants or on Defendants' behalf; and (v) all Documents and Communications concerning Equity Investor's Tweet, dated May 13, 2022, purporting to disclose information obtained from Twitter pursuant to an information request, as alleged in Paragraph 75 of the Complaint.

REQUEST NO. 6.

All Documents and Communications relating to any written or oral request made by You or any other one or more of the Lenders seeking information relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such information request.

REQUEST NO. 7.

All Documents and Communications relating to any written or oral response to an information request made by You and/or any other one or more of the Lenders relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such response.

REQUEST NO. 8.

All Documents and Communications concerning the number of false or spam accounts or bots on the Twitter platform and/or the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, including without limitation (i) all Documents and Communications related to any analyses, audits, or investigations performed or conducted by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (ii) all Documents and Communications related to any analyses, audits, or investigations that

Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered undertaking, or that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered having others undertake on Your or their behalf, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (iii) all Documents and Communications related to Defendants' decision to execute the Merger Agreement without further due diligence on these subjects; and (iv) all Documents and Communications concerning Your decision to commit to the Debt Financing without further due diligence on these subjects.

REQUEST NO. 9.

All Communications with any media representative or media outlet regarding the Merger, the Merger Agreement, the Debt Financing, the Equity Financing, the Financing Commitments, the number of false or spam accounts or bots on the Twitter platform, the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, the June 6, 2022 Letter, and/or the July 8, 2022 Letter. This Request includes, without limitation, all Communications made by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, with the author(s) (or any of their colleagues) of the enumerated articles or any

other stories, articles, media commentary, or the like concerning the subject matters listed in this Request.

REQUEST NO. 10.

All Documents and Communications concerning Equity Investor’s determination, as disclosed in Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022, that the April 13, 2022 Proposal was “no longer subject to financing as a result of the Reporting Person’s receipt of the financing commitments . . . and is no longer subject to business due diligence.”

REQUEST NO. 11.

All Documents and Communications concerning (i) Equity Investor’s assertion, in a Tweet dated May 15, 2022, that “[t]here is some chance” that the percentage of bots and/or false or spam accounts “might be over 90% of daily active users”; and (ii) Equity Investor’s assertion, in a Tweet dated May 17, 2022, that “20% fake/spam accounts, while 4 times what Twitter claims, could be much higher,” including without limitation all Documents in Your possession, or of which You are aware, that supported these claims.

REQUEST NO. 12.

All Documents and Communications relating to the effects or potential effects of changes in the price of Tesla, Inc. common stock, on (i) the Merger; (ii) the Debt Financing; (iii) the Equity Financing; (iv) the Financing Commitments;

and/or (v) Defendants' intentions with respect to closing and/or efforts to close the Merger.

REQUEST NO. 13.

All Documents and Communications concerning Equity Investor's (i) efforts to ensure that he had the financial capacity to pay and perform his obligations in respect of the Equity Financing, including without limitation those relating to the status of or expected timeline for such efforts; and (ii) intended or expected sources of cash to fund his obligations in respect of the Equity Financing.

REQUEST NO. 14.

All Documents and Communications concerning Defendants' purported termination of the Merger Agreement, including without limitation those related to (i) any consideration of whether and on what grounds to purport to terminate the Merger Agreement; (ii) any consideration of potentially renegotiating the Merger Agreement; (iii) all Documents and Communications related to the preparation of the June 6, 2022 Letter; and (iv) all Documents and Communications related to the preparation of the July 8, 2022 Letter.

REQUEST NO. 15.

All Documents and Communications concerning Defendants' contention in the July 8, 2022 Letter that Twitter is "likely to suffer a Company Material Adverse Effect," including without limitation any valuations, forecasts, projections,

estimates, or other analyses relating to whether Twitter is likely to suffer a Company Material Adverse Effect.

REQUEST NO. 16.

All forecasts, projections, estimates, or other analyses created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or on Your or their behalf, relating to Twitter's current or future performance, financial condition, or value, including without limitation any projections of Twitter's revenues, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses.

REQUEST NO. 17.

All Documents and Communications relating to any investment, involvement, potential investment, or potential involvement by Equity Investor, any affiliate of Equity Investor, You, any other one or more of the Lenders, the Co-Investors, and/or any other Person acting in concert with Equity Investor, either directly or indirectly, in any competitor to Twitter, whether or not such competitor is presently in existence.

REQUEST NO. 18.

All Documents and Communications concerning Equity Investor's strategic or business plans for Twitter, including without limitation (i) all Communications between You and Equity Investor, any one or more of Defendants' Advisors,

any other one or more of the Lenders, and/or the Co-Investors concerning any such plans; (ii) all drafts or iterations of any plans to address issues relating to false or spam accounts on the Twitter platform; (iii) all drafts or iterations of any plans relating to employee retention programs or incentives; and (iv) all drafts or iterations of any plans relating to potential changes to the size and/or composition of Twitter's workforce.

REQUEST NO. 19.

All Documents and Communications relating to the termination of Bob Swan and/or the cessation of Bob Swan's involvement on Defendants' behalf in connection with the Merger and the Debt Financing.

REQUEST NO. 20.

All Documents and Communications relating to the actual or potential engagement or involvement of Antonio Gracias to act on Defendants' behalf in connection with the Merger and the Debt Financing, including without limitation any summary or introductory information or briefing materials provided to him.

REQUEST NO. 21.

All Documents concerning Your policies regarding the retention or destruction of documents.



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

NOTICE OF SERVICE OF SUBPOENA DUCES TECUM

TO: Peter J. Walsh, Jr. (No. 2437)
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Christopher N. Kelly (No. 5717)
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Attorneys for Plaintiff Twitter, Inc.

PLEASE TAKE NOTICE that, pursuant to Court of Chancery Rule 45 and the Uniform Interstate Depositions and Discovery Act, Plaintiff Twitter, Inc., by and through the undersigned counsel, caused a Subpoena *Duces Tecum*, in the form attached hereto as Exhibit 1, to be served upon non-party Deutsche Bank AG, London Branch, 1 Columbus Circle, New York, NY 10019-8735. This non-party was served with a New York subpoena pursuant to the Uniform Interstate Depositions and Discovery Act in New York (CPLR § 3119), and therefore no commission is required.

Dated: July 30, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham

Jacob R. Kirkham (No. 5768)
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 30, 2022, he caused the foregoing document to be served via File&Serve Xpress upon the following counsel admitted to practice in the State of Delaware and via e-mail upon all others:

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Attorneys for Plaintiff Twitter, Inc.

By: /s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)



STATE OF NEW YORK
COUNTY OF NEW YORK

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I, INC.,
and X HOLDINGS II, INC.,

Defendants.

SUBPOENA *DUCES TECUM*
**(pursuant to the Uniform Interstate
Depositions and Discovery Act and
CPLR § 3119)**

Originating State: Delaware

Originating County: New Castle

Originating Court: Court of Chancery

Originating Case number: C.A.
No. 2022-0613-KSJM

SUBPOENA *DUCES TECUM*
pursuant to the Uniform Interstate Depositions and Discovery Act
(Personal Attendance Not Required)

PERSONAL SERVICE BY HAND DELIVERY

TO: Deutsche Bank AG, London Branch
1 Columbus Circle
New York, NY 10019-8735

YOU ARE HEREBY COMMANDED, pursuant to New York Civil Practice Law and Rules (“CPLR”) § 3119 and the Uniform Interstate Depositions and Discovery Act, to produce and permit inspection and copying of designated documents, electronically stored information or tangible things in your possession, custody or control in accordance with the attached **Schedule A** within twenty (20) days of service of this subpoena, at the offices of Kobre & Kim LLP, 800 Third Avenue, New York, New York 10022, or such other location or date mutually agreeable amongst the parties or ordered by the Court.

Disclosure is being sought from You for use in *Twitter Inc. v. Musk et al.*, Case No. 2022-0613 (Del. Ch.) because, upon information and belief, You have material and relevant Documents and information relating to such action. The subject matter of the above-captioned Action is set forth in the Complaint, as defined below.

Failure to comply with this subpoena is punishable as a contempt of Court and shall make you liable to the person on whose behalf this subpoena was issued for a penalty not to exceed one hundred fifty dollars and all damages sustained by reason of your failure to comply.

Contact Information of Counsel for all Parties in the action:

Attorneys for Defendants Elon R. Musk, X Holdings I, Inc., and X Holdings II, Inc.

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Christopher D. Kercher
Silpa Maruri
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(302) 304-7600

Peter J. Walsh, Jr. (No. 2437)
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(302) 984-6000

Jacob R. Kirkham (No. 5768)
KOBRE & KIM LLP
600 North King Street, Suite 501,
Wilmington, Delaware 19801
(302) 518 6460

Dated: July 26, 2022
New York, New York

KOBRE & KIM LLP



Danielle L. Rose
800 Third Avenue,
New York, New York 10022
danielle.rose@kobrekim.com
+1 212 488 1200

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

SUBPOENA DUCES TECUM

THE STATE OF DELAWARE

TO: Deutsche Bank AG, London Branch
1 Columbus Circle
New York, NY 10019-8735

This subpoena is issued pursuant to Court of Chancery Rule 45 and the Uniform Interstate Deposition and Discovery Act. Court of Chancery Rules 45(c) and (d), copies of which are attached hereto, set forth the protections and duties with respect to this subpoena.

YOU ARE HEREBY COMMANDED:

To produce and permit inspection and copying of designated documents, electronically stored information or tangible things in your possession, custody or control in accordance with the attached **Schedule A**

within twenty (20) days of service of this subpoena, given the expedited nature of the proceedings, at the offices of Kobre & Kim LLP, Kobre & Kim LLP, 800 Third Avenue, New York, New York 10022, or such other location or date mutually agreeable amongst the parties or ordered by the Court.

Dated: July 26, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham

Jacob R. Kirkham (#5768)
600 North King Street, Suite 501,
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Twitter, Inc.

Court of Chancery Rule 45(c) and (d):

(c) Protection of persons subject to subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and may impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated documents, electronically stored information, or tangible things or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court on behalf of which the subpoena was issued shall quash or modify the subpoena if it

(i) Fails to allow reasonable time for compliance;

- (ii) Requires disclosure of privileged or other protected matter and no exception or waiver applies; or
- (iii) Subjects a person to undue burden.

(B) If a subpoena

- (i) Requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) Requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court on behalf of which the subpoena was issued may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the Court may order appearance or production only upon specified conditions.

(d) Duty in responding to subpoena.

(1) If a subpoena does not specify a form for producing documents or electronically stored information, the person responding shall produce it in a form or forms in which it is ordinarily maintained, or in which it is reasonably usable. Absent a showing of good cause, the person responding need not produce the same documents or electronically stored information in more than one form. The person responding need not provide discovery of documents or electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On a motion to compel discovery or for a protective order, the person responding to a subpoena must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the Court nevertheless may order discovery from such sources if the requesting party shows good cause. The Court may specify the conditions for the discovery.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, electronically stored information, or tangible things not produced that is sufficient to enable the demanding party to contest the claim.

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

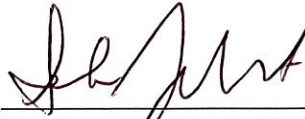
Defendants.

C.A. No. 2022-0613-KSJM

AFFIDAVIT OF SERVICE

I, Stephen Astringer, of Kobre & Kim LLP, hereby certify that, on July 26, 2022, Davis Polk & Wardwell LLP (“Davis Polk”) advised my firm that it represents Deutsche Bank AG, London Branch in connection with the above-captioned litigation and agreed to accept service of a non-party subpoena by electronic mail on behalf of Deutsche Bank AG, London Branch. Thereafter, that same day, Kobre & Kim LLP served the following documents on Davis Polk by electronic mail:

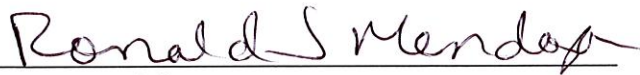
1. The attached Subpoena *Duces Tecum*;
2. Schedule A to that Subpoena; and
3. Ex. A to that Subpoena.



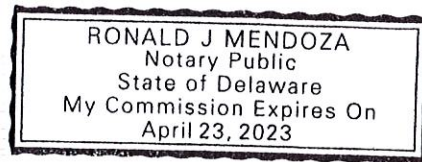
Stephen Astringer (#6375)
KOBRE & KIM LLP
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

Subscribed and sworn to before me
This 28 day of July, 2022.



Notary Public





[NEW YORK SUBPOENA SCHEDULE A]

SCHEDULE A

DEFINITIONS

As used in Schedule A, the following terms shall have the following meanings:

1. “Action” shall mean *Twitter Inc. v. Musk et al.*, Case No. 2022-0613 (Del. Ch.).
2. “AH Capital Management L.L.C.” shall mean AH Capital Management L.L.C. and any of its divisions, subsidiaries, or affiliates.
3. “Antonio Gracias” shall mean the Antonio Gracias affiliated with Valor Equity Partners LP.
4. “April 13, 2022 Proposal” shall mean the letter from Equity Investor to Bret Taylor, attached as Exhibit B to Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 13, 2022.
5. “April 24, 2022 Offer” shall mean the letter from Equity Investor to Bret Taylor, dated April 24, 2022, attached as Exhibit G to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.
6. “Barclays” shall mean Barclays Capital Inc. and any of its divisions, subsidiaries, or affiliates.
7. “Bob Swan” shall mean the Bob Swan affiliated with AH Capital Management L.L.C.
8. “BofA Securities” shall mean Bank of America Corporation and/or BofA Securities, Inc. and any of their respective divisions, subsidiaries, or affiliates.

9. “Co-Investor Equity Commitments” shall mean the letter agreements with the Co-Investors.

10. “Co-Investors” shall mean any one or more actual or potential co-investors in the Equity Financing, including without limitation Lawrence Ellison; the Lawrence J. Ellison Revocable Trust; Binance; A.H. Capital Management, L.L.C.; Brookfield Asset Management Inc.; Qatar Holding LLC; Sequoia Capital Fund, L.P.; A.M. Management & Consulting; Aliya Capital Partners LLC; BAMCO, Inc.; DFJ Growth IV Partners, LLC; Fidelity Management & Research Company LLC; Honeycomb Asset Management LP; Key Wealth Advisors LLC; Litani Ventures; Strauss Capital LLC; Tresser Blvd 402 LLC (Cartenna); VyCapital; Witkoff Capital; and Prince Alwaleed bin Talal, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

11. “Communication” shall refer to the transmittal of information (in the form of facts, ideas, inquiries, queries, data, or otherwise) by any means of transmission, regardless of whether the transmittal was initiated or received by an individual or a system. Means of transmission include, but are not limited to, face-to-face conversations, postal or other physical mail, email, text message, instant message (such as iMessage, Slack, and Signal), social media messaging platforms (such as Twitter Direct Messages), voicemail, telephone, or facsimile.

12. “Complaint” shall mean the Verified Complaint, dated July 12, 2022, filed by Twitter against Defendants in this Action.

13. “Debt Financing” shall refer to any amounts contemplated to be borrowed by Defendants, whether currently, previously, or in the future, to fund the transactions

contemplated by the Merger Agreement, including without limitation the amounts set forth in (i) the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the margin loan commitment letter, dated April 20, 2022, attached as Exhibit D to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (iii) the debt commitment letter dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022; and (iv) the Margin Loan Commitment.

14. “Defendants” shall mean individually and/or collectively, Elon R. Musk; X Holdings I, Inc. and any of its divisions, subsidiaries, or affiliates; and X Holdings II, Inc. and any of its divisions, subsidiaries, or affiliates, together with all other Persons acting or purporting to act on their behalf.

15. “Defendants’ Advisors” shall refer to any one or more of the following: Morgan Stanley; Jared Birchall; Excession LLC; Bob Swan; AH Capital Management, L.L.C.; Antonio Gracias; Valor Equity Partners LP; Kristina Salen; Patrick O’Malley; BofA Securities; Barclays; McDermott Will & Emery LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and Quinn Emanuel Urquhart & Sullivan, LLP, as well as any of Defendants’ other advisors, agents, attorneys, consultants, law firms, public relations firms, or other representatives, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

16. “Document” shall be construed to the fullest extent permissible under New York law and means, without limitation, the original and all copies and translations of any

information in any written, recorded, electronic, or graphic form including all memoranda, notes, interoffice and intraoffice communications, telegrams, teletypes, letters, reports, stenographic notes, bulletins, notices, emails, Bloomberg messages, Microsoft Team messages, any other text messages or other messaging–application messages, instant messages or other electronic–chat messages, telephonic or personal communications, computer models, spreadsheets, data, accounts, records, calendars, diaries, minutes, contracts or other legal papers, resolutions, written policies or procedures, insurance policies, audio records, photographs, microform, film, and any electronically stored information stored in any medium, including computer backup devices, hard drives, electronic share drives, or any other virtual or physical space. “Document” also includes any other Communication of any kind in any form or medium.

17. “Equity Financing” shall refer to any amounts contemplated to be invested by Equity Investor or others, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation (i) the equity financing commitment letter, dated April 20, 2022, attached as Exhibit E to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the equity financing commitment letter, dated April 25, 2022, filed as Exhibit J to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 26, 2022; (iii) the co-investor equity commitment letters referenced in Amendment No. 6 to Schedule 13D, filed by Equity Investor with the SEC on May 5, 2022; (iv) the equity commitment letter referenced in the Schedule 13D filed by HRH Prince Alwaleed Bin Talal Bin Abdulaziz Alsaud with the SEC on May 9, 2022; (v) the equity commitment side letter, dated May 11, 2022, and executed by, inter alia, Elon R. Musk; (vi) the equity commitment side letter, dated

May 24, 2022, and executed by, inter alia, Elon R. Musk; and (vii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022.

18. “Equity Investor” shall mean Elon R. Musk.

19. “Excession LLC” shall mean Excession LLC and any of its divisions, subsidiaries, or affiliates.

20. “Financing Commitments” shall mean: (i) the debt commitment letter, dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022, together with any amendments thereto; (ii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022, together with any amendments thereto; (iii) the Co-Investor Equity Commitments; and (iv) any other commitments to lend or invest money to fund the transactions contemplated by the Merger Agreement.

21. “Jared Birchall” shall mean the Jared Birchall affiliated with Excession LLC.

22. “July 8, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated July 8, 2022, regarding the purported termination of the Merger Agreement.

23. “June 6, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated June 6, 2022, asserting that there had been a “material breach” of the Merger Agreement.

24. “Kristina Salen” shall mean the Kristina Salen who formerly served as Chief Financial Officer of World Wrestling Entertainment, Inc. and who is currently affiliated with Sirius XM Holdings, Inc.

25. “Lenders” shall mean any one or more actual or potential providers of the Debt Financing, including without limitation Morgan Stanley Senior Funding, Inc.; Bank of America, N.A.; BofA Securities, Inc.; Barclays Bank PLC; MUFG Bank, Ltd.; BNP Paribas; BNP Paribas Securities Corp.; Mizuho Bank, Ltd.; Societe Generale; Credit Suisse AG, Cayman Islands Branch; Citibank, N.A.; Deutsche Bank AG, London Branch; Royal Bank of Canada; and Canadian Imperial Bank of Commerce, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

26. “Limited Guarantee” shall mean the Limited Guarantee, dated as of April 25, 2022, provided by Elon R. Musk in favor of Twitter, Inc.

27. “Margin Loan Commitment” shall mean the margin loan commitment letter, dated April 25, 2022, attached as Exhibit I to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.

28. “Merger” shall mean the transactions contemplated by the Merger Agreement.

29. “Merger Agreement” shall mean the Agreement and Plan of Merger, dated April 25, 2022, between and among Elon R. Musk, X Holdings I, Inc., X Holdings II, Inc., and Twitter, Inc.

30. “Morgan Stanley” shall mean Morgan Stanley & Co. LLC and any of its divisions, subsidiaries, or affiliates.

31. “Patrick O’Malley” shall mean the Patrick O’Malley who formerly served as Chief Financial Officer of Avaya Holdings Corp. and who is currently affiliated with Magnolia Medical Technologies, Inc.

32. “Person” or “Persons” shall mean any individual, corporation, partnership, firm, association, government agency, or other organization recognizable at law, together with its agents, employees, and representatives.

33. “SEC” shall mean the U.S. Securities and Exchange Commission, together with any of its employees, attorneys, agents, or representatives, and all other Persons acting or purporting to act on its behalf.

34. “Tweet” shall mean a post made on the Twitter platform, including Retweets or replies.

35. “Twitter” shall mean Twitter, Inc. and any of its divisions, subsidiaries or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

36. “Valor Equity Partners LP” shall mean Valor Equity Partners LP and any of its divisions, subsidiaries, or affiliates.

37. The terms “You” or “Your” shall mean Deutsche Bank AG, London Branch and/or any of Deutsche Bank AG, London Branch’s divisions, subsidiaries, or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

38. The term “including” shall mean “including without limitation” or “including, but not limited to.”

39. The terms “and” and “all” shall each be construed either disjunctively or conjunctively to bring within the scope of the Requests all responses that might otherwise be construed as outside their scope.

40. The terms “any” and “each” shall each be construed as both “each” and “every” to bring within the scope of the Requests all responses which might otherwise be construed to be outside their scope.

41. The use of the singular form of any word shall include the plural and vice versa.

42. The terms “concerning,” “regarding,” “relating to,” and/or “related to” shall each be read and applied as interchangeable and shall each be construed in the broadest sense to mean referring to, describing, evidencing, memorializing, concerning, regarding, with regard to, relating to, referring to, pertaining to, containing, analyzing, evaluating, studying, recording, reflecting, reporting on, commenting on, reviewed in connection or in conjunction with, setting forth, contradicting, refuting, and considering, in whole or in part.

43. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Merger Agreement.

INSTRUCTIONS

The following instructions shall apply to the Document Requests contained herein.

1. As required by CPLR 3122(c), You shall produce all Documents either (a) as they are kept in the usual course of business; or (b) organized and labeled to correspond to the categories of the Request.

2. As required by CPLR 3122(a), if You object to the production of any Documents called for by a Request, You shall state with particularity the reasons for Your objection.

3. Unless otherwise specified, the time period covered by these Requests is January 1, 2022 through July 8, 2022.

4. These Requests are continuing in nature and to the extent that Your responses may be modified or supplemented by documents or information obtained or discovered subsequent to the production of Your initial responses, or are discovered to be incomplete or incorrect, You are required to promptly provide supplemental responses pursuant to Article 31 of the CPLR.

5. A Request for a Document shall be deemed to include a request for any non-identical copies or drafts of the Document, as well as all transmittal sheets, cover letters, exhibits, enclosures, or attachments to the Document, in addition to the Document itself. Any Document described herein is to be produced in its original file folder, with all labels or similar markings intact, and with the name of the Person from whose file it was produced.

6. If it is not possible to produce any Document called for by a Request, or if any part of a Request is objected to, the reasons for the failure to produce the Documents or the objection should be stated specifically as to all grounds.

7. If a Document responsive to any Request is no longer in Your possession, custody, or control, give a description of the Document, state what disposition was made of the Document and the date of such disposition, and identify all Persons having knowledge of the Document's contents.

8. If any Document responsive to any Request has been destroyed, give a description of the Document, set forth the contents of the Document, the location of any copies of the Document, the date of the Document's destruction, and the name of the Person who destroyed the Document or ordered or authorized its destruction.

9. If You withhold any Document responsive to a Request, or any part thereof, You shall provide notice to Plaintiffs, as required by CPLR 3122(b), that such Document is being withheld, indicating: (a) the legal ground for withholding the Document; (b) the type

of Document; (c) the general subject matter of the Document; (d) the date of the Document; and (e) such other information as is sufficient to identify the Document, including the author of, recipients of, and attachments to the Document. If You believe that a portion of a Document is protected by an applicable privilege, You shall produce the non-privileged portion with the allegedly privileged portion redacted and indicated as such.

10. Requests are not intended to limit or modify other Requests and should not be interpreted as limiting or modifying other Requests.

11. If You contend that any Request is overly broad and/or unduly burdensome, identify all aspects of the Request that are overly broad or unduly burdensome and produce the Documents that are not subject to this contention.

12. If there are no Documents or Communications responsive to any particular Request or subpart thereof, You shall state so in writing.

13. For any responsive Documents or Communications stored in electronic format, including email and text messages, You will produce those Documents or Communications in searchable electronic format (e.g., single-page .TIFF format with corresponding Document-level extracted text files and OCR text files, each named by the Bates number assigned to the first page) by secure electronic transmission (e.g. SFTP site) or on CD-ROMs, DVD-ROMs, portable or external hard drives, or other widely-used electronic or optical storage media. All images will be produced as single page .TIFF images, black and white, Group IV and 300 dpi with a Concordance Image (formerly Opticon) style .OPT load file. All color images will be provided in JPEG format where color images are necessary to understand the Document. All Microsoft Excel, PowerPoint, and similar spreadsheet or presentation files will be produced in native format. Furthermore, for all native files that are produced, a corresponding placeholder TIFF image will be produced that

bears the same Bates assigned to the native file, has all associated metadata, and indicates that that the “File has been produced in native format.” All responsive electronic Documents and Communications will be produced with sufficient metadata to convey where these items begin and end (including attachments), the original file name, and the original timestamps and attributes. All metadata will be provided in a delimited data field (with file extension .DAT), delimited using the Concordance style delimiters, and including the following metadata fields: “BEGBATES”, “ENDBATES”, “BEGATTACH”, “ENDATTACH”, “FAMILY-DATE/TIME”, “Page Count”, “Custodian”, “ALL CUSTODIANS”, “To”, “From”, “CC”, “BCC”, “Subject”, “Sent Date/Time”, “Author”, “Title”, “File Name”, “File Extension”, “Redacted”, “TextPath”, “NativePath”, “MD5HASH”, “Received Date/Time”, “File Size”, and “Confidentiality”.

14. None of the Definitions or Requests set forth herein shall be construed as an admission relating to the existence of any evidence, to the relevance or admissibility of any evidence, or to the truth or accuracy of any statement or characterization in the Definition or Request.

DOCUMENT REQUESTS

REQUEST NO. 1.

All Documents and Communications relating to the April 13, 2022 Proposal, the April 24, 2022 Offer, any other potential acquisition or other strategic transaction involving Twitter, the Merger, the Merger Agreement, the Limited Guarantee, the June 6, 2022 Letter, and/or the July 8, 2022 Letter, and any financing with respect to any of the foregoing or any transaction contemplated thereby (including but not limited to the Debt Financing, the Equity Financing, and/or the Financing Commitments), including without limitation (i) all

Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or any Co-Investor concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning these subjects; (iii) all Communications with any advisor, attorney, or other representative of any Co-Investor concerning these subjects; and (iv) all Communications with any advisor, attorney, or other representative of any advisor, attorney, and/or other representative of You or any other one or more of the Lenders concerning these subjects.

REQUEST NO. 2.

All Documents and Communications relating to efforts to syndicate and/or arrange, document, negotiate the terms of, or consummate the Debt Financing and close the Merger, including those concerning the status of or expected timeline for such efforts. Documents responsive to this Request shall include, without limitation: (i) closing checklists (and drafts thereof) for any aspect of the Debt Financing; (ii) timelines (and drafts thereof) for the arrangement, negotiation, execution, and/or consummation of the Debt Financing; (iii) agendas, presentations, decks, and other materials (and drafts thereof) related to any organizational calls, lender meetings, drafting sessions, or due diligence sessions concerning the Debt Financing, and any notes, recordings, or transcriptions of any calls or meetings related to the Debt Financing; (iv) drafts of definitive agreements and ancillary and closing documents (and all schedules and exhibits thereto) related to the Debt Financing; (v) offering memoranda, confidential information memoranda, and lender presentations (and drafts thereof) related to the Debt Financing; and (vi) ratings agency presentations (and drafts thereof) related to the Debt Financing.

REQUEST NO. 3.

All Documents and Communications concerning (i) the reduction of the amount of the Margin Loan Commitment, including without limitation those relating to the reasons for reducing the amount of the Margin Loan Commitment; and (ii) the subsequent termination of the Margin Loan Commitment, including without limitation those relating to the reasons for terminating the Margin Loan Commitment.

REQUEST NO. 4.

All Documents and Communications concerning any potential tender offer for some or all of Twitter's shares, including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; and (iii) all Documents and Communications relating to the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022.

REQUEST NO. 5.

All Documents and Communications concerning Defendants' requests or potential requests for information pursuant to Section 6.4 and/or Section 6.11 of the Merger Agreement and any information provided by Twitter, or on Twitter's behalf, in response to any such request for information, including without limitation (i) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (ii) all Communications with Defendants, any one or more of Defendants' Advisors, any other one

or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (iii) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to Twitter's API or "firehose" data provided to Defendants; (iv) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to any other information provided by Twitter, or on Twitter's behalf, in response to any information request by Defendants or on Defendants' behalf; and (v) all Documents and Communications concerning Equity Investor's Tweet, dated May 13, 2022, purporting to disclose information obtained from Twitter pursuant to an information request, as alleged in Paragraph 75 of the Complaint.

REQUEST NO. 6.

All Documents and Communications relating to any written or oral request made by You or any other one or more of the Lenders seeking information relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such information request.

REQUEST NO. 7.

All Documents and Communications relating to any written or oral response to an information request made by You and/or any other one or more of the Lenders relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such response.

REQUEST NO. 8.

All Documents and Communications concerning the number of false or spam accounts or

bots on the Twitter platform and/or the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, including without limitation (i) all Documents and Communications related to any analyses, audits, or investigations performed or conducted by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (ii) all Documents and Communications related to any analyses, audits, or investigations that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered undertaking, or that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered having others undertake on Your or their behalf, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (iii) all Documents and Communications related to Defendants' decision to execute the Merger Agreement without further due diligence on these subjects; and (iv) all Documents and Communications concerning Your decision to commit to the Debt Financing without further due diligence on these subjects.

REQUEST NO. 9.

All Communications with any media representative or media outlet regarding the Merger, the Merger Agreement, the Debt Financing, the Equity Financing, the Financing Commitments, the number of false or spam accounts or bots on the Twitter platform, the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, the June 6, 2022 Letter, and/or the July 8, 2022 Letter. This Request includes, without limitation, all Communications made by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware,

with the author(s) (or any of their colleagues) of the enumerated articles or any other stories, articles, media commentary, or the like concerning the subject matters listed in this Request.

REQUEST NO. 10.

All Documents and Communications concerning Equity Investor's determination, as disclosed in Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022, that the April 13, 2022 Proposal was "no longer subject to financing as a result of the Reporting Person's receipt of the financing commitments . . . and is no longer subject to business due diligence."

REQUEST NO. 11.

All Documents and Communications concerning (i) Equity Investor's assertion, in a Tweet dated May 15, 2022, that "[t]here is some chance" that the percentage of bots and/or false or spam accounts "might be over 90% of daily active users"; and (ii) Equity Investor's assertion, in a Tweet dated May 17, 2022, that "20% fake/spam accounts, while 4 times what Twitter claims, could be much higher," including without limitation all Documents in Your possession, or of which You are aware, that supported these claims.

REQUEST NO. 12.

All Documents and Communications relating to the effects or potential effects of changes in the price of Tesla, Inc. common stock, on (i) the Merger; (ii) the Debt Financing; (iii) the Equity Financing; (iv) the Financing Commitments; and/or (v) Defendants' intentions with respect to closing and/or efforts to close the Merger.

REQUEST NO. 13.

All Documents and Communications concerning Equity Investor's (i) efforts to ensure that he had the financial capacity to pay and perform his obligations in respect of the Equity Financing, including without limitation those relating to the status of or expected timeline

for such efforts; and (ii) intended or expected sources of cash to fund his obligations in respect of the Equity Financing.

REQUEST NO. 14.

All Documents and Communications concerning Defendants' purported termination of the Merger Agreement, including without limitation those related to (i) any consideration of whether and on what grounds to purport to terminate the Merger Agreement; (ii) any consideration of potentially renegotiating the Merger Agreement; (iii) all Documents and Communications related to the preparation of the June 6, 2022 Letter; and (iv) all Documents and Communications related to the preparation of the July 8, 2022 Letter.

REQUEST NO. 15.

All Documents and Communications concerning Defendants' contention in the July 8, 2022 Letter that Twitter is "likely to suffer a Company Material Adverse Effect," including without limitation any valuations, forecasts, projections, estimates, or other analyses relating to whether Twitter is likely to suffer a Company Material Adverse Effect.

REQUEST NO. 16.

All forecasts, projections, estimates, or other analyses created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or on Your or their behalf, relating to Twitter's current or future performance, financial condition, or value, including without limitation any projections of Twitter's revenues, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses.

REQUEST NO. 17.

All Documents and Communications relating to any investment, involvement, potential investment, or potential involvement by Equity Investor, any affiliate of Equity Investor,

You, any other one or more of the Lenders, the Co-Investors, and/or any other Person acting in concert with Equity Investor, either directly or indirectly, in any competitor to Twitter, whether or not such competitor is presently in existence.

REQUEST NO. 18.

All Documents and Communications concerning Equity Investor's strategic or business plans for Twitter, including without limitation (i) all Communications between You and Equity Investor, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or the Co-Investors concerning any such plans; (ii) all drafts or iterations of any plans to address issues relating to false or spam accounts on the Twitter platform; (iii) all drafts or iterations of any plans relating to employee retention programs or incentives; and (iv) all drafts or iterations of any plans relating to potential changes to the size and/or composition of Twitter's workforce.

REQUEST NO. 19.

All Documents and Communications relating to the termination of Bob Swan and/or the cessation of Bob Swan's involvement on Defendants' behalf in connection with the Merger and the Debt Financing.

REQUEST NO. 20.

All Documents and Communications relating to the actual or potential engagement or involvement of Antonio Gracias to act on Defendants' behalf in connection with the Merger and the Debt Financing, including without limitation any summary or introductory information or briefing materials provided to him.

REQUEST NO. 21.

All Documents concerning Your policies regarding the retention or destruction of documents.

**[DELAWARE SUBPOENA
("EX. A") SCHEDULE A]**

SCHEDULE A

DEFINITIONS

As used in Schedule A, the following terms shall have the following meanings:

1. “Action” shall mean the above-captioned action.
2. “AH Capital Management L.L.C.” shall mean AH Capital Management L.L.C. and any of its divisions, subsidiaries, or affiliates.
3. “Antonio Gracias” shall mean the Antonio Gracias affiliated with Valor Equity Partners LP.
4. “April 13, 2022 Proposal” shall mean the letter from Equity Investor to Bret Taylor, attached as Exhibit B to Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 13, 2022.
5. “April 24, 2022 Offer” shall mean the letter from Equity Investor to Bret Taylor, dated April 24, 2022, attached as Exhibit G to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.
6. “Barclays” shall mean Barclays Capital Inc. and any of its divisions, subsidiaries, or affiliates.

7. “Bob Swan” shall mean the Bob Swan affiliated with AH Capital Management L.L.C.

8. “BofA Securities” shall mean Bank of America Corporation and/or BofA Securities, Inc. and any of their respective divisions, subsidiaries, or affiliates.

9. “Co-Investor Equity Commitments” shall mean the letter agreements with the Co-Investors.

10. “Co-Investors” shall mean any one or more actual or potential co-investors in the Equity Financing, including without limitation Lawrence Ellison; the Lawrence J. Ellison Revocable Trust; Binance; A.H. Capital Management, L.L.C.; Brookfield Asset Management Inc.; Qatar Holding LLC; Sequoia Capital Fund, L.P.; A.M. Management & Consulting; Aliya Capital Partners LLC; BAMCO, Inc.; DFJ Growth IV Partners, LLC; Fidelity Management & Research Company LLC; Honeycomb Asset Management LP; Key Wealth Advisors LLC; Litani Ventures; Strauss Capital LLC; Tresser Blvd 402 LLC (Cartenna); VyCapital; Witkoff Capital; and Prince Alwaleed bin Talal, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

11. “Communication” shall refer to the transmittal of information (in the form of facts, ideas, inquiries, queries, data, or otherwise) by any means of transmission, regardless of whether the transmittal was initiated or received by an individual or a system. Means of transmission include, but are not limited to, face-to-face conversations, postal or other physical mail, email, text message, instant message (such as iMessage, Slack, and Signal), social media messaging platforms (such as Twitter Direct Messages), voicemail, telephone, or facsimile.

12. “Complaint” shall mean the Verified Complaint, dated July 12, 2022, filed by Twitter against Defendants in this Action.

13. “Debt Financing” shall refer to any amounts contemplated to be borrowed by Defendants, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation the amounts set forth in (i) the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the margin loan commitment letter, dated April 20, 2022, attached as Exhibit D to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (iii) the debt commitment letter dated April 25, 2022, attached as Exhibit H to

Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022; and (iv) the Margin Loan Commitment.

14. “Defendants” shall mean individually and/or collectively, Elon R. Musk; X Holdings I, Inc. and any of its divisions, subsidiaries, or affiliates; and X Holdings II, Inc. and any of its divisions, subsidiaries, or affiliates, together with all other Persons acting or purporting to act on their behalf.

15. “Defendants’ Advisors” shall refer to any one or more of the following: Morgan Stanley; Jared Birchall; Excession LLC; Bob Swan; AH Capital Management, L.L.C.; Antonio Gracias; Valor Equity Partners LP; Kristina Salen; Patrick O’Malley; BofA Securities; Barclays; McDermott Will & Emery LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and Quinn Emanuel Urquhart & Sullivan, LLP, as well as any of Defendants’ other advisors, agents, attorneys, consultants, law firms, public relations firms, or other representatives, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

16. “Document” shall mean “document” as that term is defined and used in Court of Chancery Rules 26, 34, and 45 and shall have the broadest possible meaning permitted by law.

17. “Equity Financing” shall refer to any amounts contemplated to be invested by Equity Investor or others, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation (i) the equity financing commitment letter, dated April 20, 2022, attached as Exhibit E to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the equity financing commitment letter, dated April 25, 2022, filed as Exhibit J to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 26, 2022; (iii) the co-investor equity commitment letters referenced in Amendment No. 6 to Schedule 13D, filed by Equity Investor with the SEC on May 5, 2022; (iv) the equity commitment letter referenced in the Schedule 13D filed by HRH Prince Alwaleed Bin Talal Bin Abdulaziz Alsaud with the SEC on May 9, 2022; (v) the equity commitment side letter, dated May 11, 2022, and executed by, inter alia, Elon R. Musk; (vi) the equity commitment side letter, dated May 24, 2022, and executed by, inter alia, Elon R. Musk; and (vii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022.

18. “Equity Investor” shall mean Elon R. Musk.

19. “Excession LLC” shall mean Excession LLC and any of its divisions, subsidiaries, or affiliates.

20. “Financing Commitments” shall mean: (i) the debt commitment letter, dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022, together with any amendments thereto; (ii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022, together with any amendments thereto; (iii) the Co-Investor Equity Commitments; and (iv) any other commitments to lend or invest money to fund the transactions contemplated by the Merger Agreement.

21. “Jared Birchall” shall mean the Jared Birchall affiliated with Excession LLC.

22. “July 8, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated July 8, 2022, regarding the purported termination of the Merger Agreement.

23. “June 6, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated June 6, 2022, asserting that there had been a “material breach” of the Merger Agreement.

24. “Kristina Salen” shall mean the Kristina Salen who formerly served as Chief Financial Officer of World Wrestling Entertainment, Inc. and who is currently affiliated with Sirius XM Holdings, Inc.

25. “Lenders” shall mean any one or more actual or potential providers of the Debt Financing, including without limitation Morgan Stanley Senior Funding, Inc.; Bank of America, N.A.; BofA Securities, Inc.; Barclays Bank PLC; MUFG Bank, Ltd.; BNP Paribas; BNP Paribas Securities Corp.; Mizuho Bank, Ltd.; Societe Generale; Credit Suisse AG, Cayman Islands Branch; Citibank, N.A.; Deutsche Bank AG, London Branch; Royal Bank of Canada; and Canadian Imperial Bank of Commerce, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

26. “Limited Guarantee” shall mean the Limited Guarantee, dated as of April 25, 2022, provided by Elon R. Musk in favor of Twitter, Inc.

27. “Margin Loan Commitment” shall mean the margin loan commitment letter, dated April 25, 2022, attached as Exhibit I to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.

28. “Merger” shall mean the transactions contemplated by the Merger Agreement.

29. “Merger Agreement” shall mean the Agreement and Plan of Merger, dated April 25, 2022, between and among Elon R. Musk, X Holdings I, Inc., X Holdings II, Inc., and Twitter, Inc.

30. “Morgan Stanley” shall mean Morgan Stanley & Co. LLC and any of its divisions, subsidiaries, or affiliates.

31. “Patrick O’Malley” shall mean the Patrick O’Malley who formerly served as Chief Financial Officer of Avaya Holdings Corp. and who is currently affiliated with Magnolia Medical Technologies, Inc.

32. “Person” or “Persons” shall mean any individual, corporation, partnership, firm, association, government agency, or other organization recognizable at law, together with its agents, employees, and representatives.

33. “SEC” shall mean the U.S. Securities and Exchange Commission, together with any of its employees, attorneys, agents, or representatives, and all other Persons acting or purporting to act on its behalf.

34. “Tweet” shall mean a post made on the Twitter platform, including Retweets or replies.

35. “Twitter” shall mean Twitter, Inc. and any of its divisions, subsidiaries or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

36. “Valor Equity Partners LP” shall mean Valor Equity Partners LP and any of its divisions, subsidiaries, or affiliates.

37. The terms “You” or “Your” shall mean Deutsche Bank AG, London Branch and/or any of Deutsche Bank AG, London Branch’s divisions, subsidiaries, or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

38. The term “including” shall mean “including without limitation” or “including, but not limited to.”

39. The terms “and” and “all” shall each be construed either disjunctively or conjunctively to bring within the scope of the Requests all responses that might otherwise be construed as outside their scope.

40. The terms “any” and “each” shall each be construed as both “each” and “every” to bring within the scope of the Requests all responses which might otherwise be construed to be outside their scope.

41. The use of the singular form of any word shall include the plural and vice versa.

42. The terms “concerning,” “regarding,” “relating to,” and/or “related to” shall each be read and applied as interchangeable and shall each be construed in the broadest sense to mean referring to, describing, evidencing, memorializing, concerning, regarding, with regard to, relating to, referring to, pertaining to, containing, analyzing, evaluating, studying, recording, reflecting, reporting on, commenting on, reviewed in connection or in conjunction with, setting forth, contradicting, refuting, and considering, in whole or in part.

43. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Merger Agreement.

INSTRUCTIONS

The following instructions shall apply to the Document Requests contained herein.

1. These Requests require that You produce Documents in a manner that satisfies the requirements of Court of Chancery Rules 26, 34, and 45.

2. Unless otherwise specified, the time period covered by these Requests is January 1, 2022, through July 8, 2022.

3. These Requests are continuing and require supplementation pursuant to Court of Chancery Rules 26, 34, and 45.

4. A Request for a Document shall be deemed to include a request for any non-identical copies or drafts of the Document, as well as all transmittal sheets, cover letters, exhibits, enclosures, or attachments to the Document, in addition to the Document itself. Any Document described herein is to be produced in its original file folder, with all labels or similar markings intact, and with the name of the Person from whose file it was produced.

5. If it is not possible to produce any Document called for by a Request, or if any part of a Request is objected to, the reasons for the failure to produce the Documents or the objection should be stated specifically as to all grounds.

6. If a Document responsive to any Request is no longer in Your possession, custody, or control, give a description of the Document, state what disposition was made of the Document and the date of such disposition, and identify all Persons having knowledge of the Document's contents.

7. If any Document responsive to any Request has been destroyed, give a description of the Document, set forth the contents of the Document, the location of any copies of the Document, the date of the Document's destruction,

and the name of the Person who destroyed the Document or ordered or authorized its destruction.

8. If You claim any form of privilege or protection or other reason, whether based on statute or otherwise, as a ground for not producing requested Documents, furnish a list identifying each Document for which the privilege or protection is claimed, together with the following information: date; sender, recipients, and Persons to whom copies were furnished, together with their job titles; subject matter; and basis on which the Document is withheld consistent with the Court of Chancery Rules.

9. Requests are not intended to limit or modify other Requests and should not be interpreted as limiting or modifying other Requests.

10. If You contend that any Request is overly broad and/or unduly burdensome, identify all aspects of the Request that are overly broad or unduly burdensome and produce the Documents that are not subject to this contention.

11. If there are no Documents or Communications responsive to any particular Request or subpart thereof, You shall state so in writing.

12. For any responsive Documents or Communications stored in electronic format, including email and text messages, You will produce those Documents or Communications in searchable electronic format (e.g., single-

page .TIFF format with corresponding Document-level extracted text files and OCR text files, each named by the Bates number assigned to the first page) by secure electronic transmission (e.g. SFTP site) or on CD-ROMs, DVD-ROMs, portable or external hard drives, or other widely-used electronic or optical storage media. All images will be produced as single page .TIFF images, black and white, Group IV and 300 dpi with a Concordance Image (formerly Opticon) style .OPT load file. All color images will be provided in JPEG format where color images are necessary to understand the Document. All Microsoft Excel, PowerPoint, and similar spreadsheet or presentation files will be produced in native format. Furthermore, for all native files that are produced, a corresponding placeholder TIFF image will be produced that bears the same Bates assigned to the native file, has all associated metadata, and indicates that that the “File has been produced in native format.” All responsive electronic Documents and Communications will be produced with sufficient metadata to convey where these items begin and end (including attachments), the original file name, and the original timestamps and attributes. All metadata will be provided in a delimited data field (with file extension .DAT), delimited using the Concordance style delimiters, and including the following metadata fields: “BEGBATES”, “ENDBATES”, “BEGATTACH”, “ENDATTACH”, “FAMILY-DATE/TIME”, “Page Count”, “Custodian”, “ALL

CUSTODIANS”, “To”, “From”, “CC”, “BCC”, “Subject”, “Sent Date/Time”, “Author”, “Title”, “File Name”, “File Extension”, “Redacted”, “TextPath”, “NativePath”, “MD5HASH”, “Received Date/Time”, “File Size”, and “Confidentiality”.

13. None of the Definitions or Requests set forth herein shall be construed as an admission relating to the existence of any evidence, to the relevance or admissibility of any evidence, or to the truth or accuracy of any statement or characterization in the Definition or Request.

DOCUMENT REQUESTS

REQUEST NO. 1.

All Documents and Communications relating to the April 13, 2022 Proposal, the April 24, 2022 Offer, any other potential acquisition or other strategic transaction involving Twitter, the Merger, the Merger Agreement, the Limited Guarantee, the June 6, 2022 Letter, and/or the July 8, 2022 Letter, and any financing with respect to any of the foregoing or any transaction contemplated thereby (including but not limited to the Debt Financing, the Equity Financing, and/or the Financing Commitments), including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or any Co-Investor concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning these subjects; (iii) all Communications with any advisor, attorney, or other representative of any Co-Investor concerning these subjects; and (iv) all Communications with any advisor, attorney, or other representative of any advisor, attorney, and/or other representative of You or any other one or more of the Lenders concerning these subjects.

REQUEST NO. 2.

All Documents and Communications relating to efforts to syndicate and/or arrange, document, negotiate the terms of, or consummate the Debt Financing

and close the Merger, including those concerning the status of or expected timeline for such efforts. Documents responsive to this Request shall include, without limitation: (i) closing checklists (and drafts thereof) for any aspect of the Debt Financing; (ii) timelines (and drafts thereof) for the arrangement, negotiation, execution, and/or consummation of the Debt Financing; (iii) agendas, presentations, decks, and other materials (and drafts thereof) related to any organizational calls, lender meetings, drafting sessions, or due diligence sessions concerning the Debt Financing, and any notes, recordings, or transcriptions of any calls or meetings related to the Debt Financing; (iv) drafts of definitive agreements and ancillary and closing documents (and all schedules and exhibits thereto) related to the Debt Financing; (v) offering memoranda, confidential information memoranda, and lender presentations (and drafts thereof) related to the Debt Financing; and (vi) ratings agency presentations (and drafts thereof) related to the Debt Financing.

REQUEST NO. 3.

All Documents and Communications concerning (i) the reduction of the amount of the Margin Loan Commitment, including without limitation those relating to the reasons for reducing the amount of the Margin Loan Commitment; and (ii) the subsequent termination of the Margin Loan Commitment, including

without limitation those relating to the reasons for terminating the Margin Loan Commitment.

REQUEST NO. 4.

All Documents and Communications concerning any potential tender offer for some or all of Twitter's shares, including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; and (iii) all Documents and Communications relating to the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022.

REQUEST NO. 5.

All Documents and Communications concerning Defendants' requests or potential requests for information pursuant to Section 6.4 and/or Section 6.11 of the Merger Agreement and any information provided by Twitter, or on Twitter's behalf, in response to any such request for information, including without limitation (i) all Documents created by Defendants, any one or more of

Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (ii) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (iii) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to Twitter's API or "firehose" data provided to Defendants; (iv) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to any other information provided by Twitter, or on Twitter's behalf, in response to any information request by Defendants or on Defendants' behalf; and (v) all Documents and Communications concerning Equity Investor's Tweet, dated May 13, 2022, purporting to disclose information obtained from Twitter pursuant to an information request, as alleged in Paragraph 75 of the Complaint.

REQUEST NO. 6.

All Documents and Communications relating to any written or oral request made by You or any other one or more of the Lenders seeking information relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such information request.

REQUEST NO. 7.

All Documents and Communications relating to any written or oral response to an information request made by You and/or any other one or more of the Lenders relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such response.

REQUEST NO. 8.

All Documents and Communications concerning the number of false or spam accounts or bots on the Twitter platform and/or the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, including without limitation (i) all Documents and Communications related to any analyses, audits, or investigations performed or conducted by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (ii) all Documents and Communications related to any analyses, audits, or investigations that

Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered undertaking, or that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered having others undertake on Your or their behalf, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (iii) all Documents and Communications related to Defendants' decision to execute the Merger Agreement without further due diligence on these subjects; and (iv) all Documents and Communications concerning Your decision to commit to the Debt Financing without further due diligence on these subjects.

REQUEST NO. 9.

All Communications with any media representative or media outlet regarding the Merger, the Merger Agreement, the Debt Financing, the Equity Financing, the Financing Commitments, the number of false or spam accounts or bots on the Twitter platform, the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, the June 6, 2022 Letter, and/or the July 8, 2022 Letter. This Request includes, without limitation, all Communications made by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, with the author(s) (or any of their colleagues) of the enumerated articles or any

other stories, articles, media commentary, or the like concerning the subject matters listed in this Request.

REQUEST NO. 10.

All Documents and Communications concerning Equity Investor’s determination, as disclosed in Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022, that the April 13, 2022 Proposal was “no longer subject to financing as a result of the Reporting Person’s receipt of the financing commitments . . . and is no longer subject to business due diligence.”

REQUEST NO. 11.

All Documents and Communications concerning (i) Equity Investor’s assertion, in a Tweet dated May 15, 2022, that “[t]here is some chance” that the percentage of bots and/or false or spam accounts “might be over 90% of daily active users”; and (ii) Equity Investor’s assertion, in a Tweet dated May 17, 2022, that “20% fake/spam accounts, while 4 times what Twitter claims, could be much higher,” including without limitation all Documents in Your possession, or of which You are aware, that supported these claims.

REQUEST NO. 12.

All Documents and Communications relating to the effects or potential effects of changes in the price of Tesla, Inc. common stock, on (i) the Merger; (ii) the Debt Financing; (iii) the Equity Financing; (iv) the Financing Commitments;

and/or (v) Defendants' intentions with respect to closing and/or efforts to close the Merger.

REQUEST NO. 13.

All Documents and Communications concerning Equity Investor's (i) efforts to ensure that he had the financial capacity to pay and perform his obligations in respect of the Equity Financing, including without limitation those relating to the status of or expected timeline for such efforts; and (ii) intended or expected sources of cash to fund his obligations in respect of the Equity Financing.

REQUEST NO. 14.

All Documents and Communications concerning Defendants' purported termination of the Merger Agreement, including without limitation those related to (i) any consideration of whether and on what grounds to purport to terminate the Merger Agreement; (ii) any consideration of potentially renegotiating the Merger Agreement; (iii) all Documents and Communications related to the preparation of the June 6, 2022 Letter; and (iv) all Documents and Communications related to the preparation of the July 8, 2022 Letter.

REQUEST NO. 15.

All Documents and Communications concerning Defendants' contention in the July 8, 2022 Letter that Twitter is "likely to suffer a Company Material Adverse Effect," including without limitation any valuations, forecasts, projections,

estimates, or other analyses relating to whether Twitter is likely to suffer a Company Material Adverse Effect.

REQUEST NO. 16.

All forecasts, projections, estimates, or other analyses created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or on Your or their behalf, relating to Twitter's current or future performance, financial condition, or value, including without limitation any projections of Twitter's revenues, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses.

REQUEST NO. 17.

All Documents and Communications relating to any investment, involvement, potential investment, or potential involvement by Equity Investor, any affiliate of Equity Investor, You, any other one or more of the Lenders, the Co-Investors, and/or any other Person acting in concert with Equity Investor, either directly or indirectly, in any competitor to Twitter, whether or not such competitor is presently in existence.

REQUEST NO. 18.

All Documents and Communications concerning Equity Investor's strategic or business plans for Twitter, including without limitation (i) all Communications between You and Equity Investor, any one or more of Defendants' Advisors,

any other one or more of the Lenders, and/or the Co-Investors concerning any such plans; (ii) all drafts or iterations of any plans to address issues relating to false or spam accounts on the Twitter platform; (iii) all drafts or iterations of any plans relating to employee retention programs or incentives; and (iv) all drafts or iterations of any plans relating to potential changes to the size and/or composition of Twitter's workforce.

REQUEST NO. 19.

All Documents and Communications relating to the termination of Bob Swan and/or the cessation of Bob Swan's involvement on Defendants' behalf in connection with the Merger and the Debt Financing.

REQUEST NO. 20.

All Documents and Communications relating to the actual or potential engagement or involvement of Antonio Gracias to act on Defendants' behalf in connection with the Merger and the Debt Financing, including without limitation any summary or introductory information or briefing materials provided to him.

REQUEST NO. 21.

All Documents concerning Your policies regarding the retention or destruction of documents.



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

NOTICE OF SERVICE OF SUBPOENA DUCES TECUM

TO: Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
Mathew A. Golden (No. 6035)
POTTER ANDERSON &
CORROON LLP
1313 North Market Street
Hercules Plaza, 6th Floor
New York, NY 10019

William Savitt
Bradley R. Wilson
Sarah K. Eddy
Ryan A. McLeod (No. 5038)
Anitha Reddy
WACHTELL, LIPTON,
ROSEN & KATZ
51 West 52nd Street
New York, NY 10019

Edward M. Micheletti (No. 3794)
Lauren N. Rosenello (No. 5581)
SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
920 N. King Street
Wilmington, DE 19801

Alex Spiro
Andrew J. Rossman
Christopher D. Kercher
Silpa Maruri
QUINN EMANUEL URQUHART &
SULLIVAN, LLP
51 Madison Avenue, 22nd Floor
New York, NY 10010

*Attorneys for Defendants Elon R.
Musk, X Holdings I, Inc., and X
Holdings II, Inc*

Brad D. Sorrels (No. 5233)
Daniyal M. Iqbal (No. 6167)
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David J. Margules (No. 2254)
Elizabeth A. Sloan (No. 5045)
Brittany M. Giusini (No. 6034)
BALLARD SPAHR LLP
919 N Market St., 11th Floor
Wilmington, DE 19801
(302) 252-4465

Attorneys for Plaintiff Twitter, Inc.

PLEASE TAKE NOTICE that, pursuant to Court of Chancery Rule 45 and the Uniform Interstate Depositions and Discovery Act, Plaintiff Twitter, Inc., by and through the undersigned counsel, caused a Subpoena *Duces Tecum*, in the form attached hereto as Exhibit 1, to be served upon non-party Mizuho Bank, Ltd., 1271 Avenue of the Americas, New York, NY 10020. This non-party was served with a New York subpoena pursuant to the Uniform Interstate Depositions and Discovery Act in New York (CPLR § 3119), and therefore no commission is required.

Dated: July 30, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham

Jacob R. Kirkham (No. 5768)
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 30, 2022, he caused the foregoing document to be served via File&Serve Xpress upon the following counsel admitted to practice in the State of Delaware and via e-mail upon all others:

Peter J. Walsh, Jr. (No. 2437)
Kevin R. Shannon (No. 3137)
Christopher N. Kelly (No. 5717)
Mathew A. Golden (No. 6035)
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CORROON LLP
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Hercules Plaza, 6th Floor
New York, NY 10019

William Savitt
Bradley R. Wilson
Sarah K. Eddy
Ryan A. McLeod (No. 5038)
Anitha Reddy
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Brad D. Sorrels (No. 5233)
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& ROSATI, P.C.
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QUINN EMANUEL URQUHART &
SULLIVAN, LLP
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New York, NY 10010

*Attorneys for Defendants Elon R.
Musk, X Holdings I, Inc., and X
Holdings II, Inc*

David J. Margules (No. 2254)
Elizabeth A. Sloan (No. 5045)
Brittany M. Giusini (No. 6034)
BALLARD SPAHR LLP
919 N Market St., 11th Floor
Wilmington, DE 19801
(302) 252-4465

Attorneys for Plaintiff Twitter, Inc.

By: /s/ Jacob R. Kirkham
Jacob R. Kirkham (No. 5768)



STATE OF NEW YORK
COUNTY OF NEW YORK

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I, INC.,
and X HOLDINGS II, INC.,

Defendants.

SUBPOENA *DUCES TECUM*
**(pursuant to the Uniform Interstate
Depositions and Discovery Act and
CPLR § 3119)**

Originating State: Delaware

Originating County: New Castle

Originating Court: Court of Chancery

Originating Case number: C.A.
No. 2022-0613-KSJM

SUBPOENA *DUCES TECUM*
pursuant to the Uniform Interstate Depositions and Discovery Act
(Personal Attendance Not Required)

PERSONAL SERVICE BY HAND DELIVERY

TO: Mizuho Bank, Ltd.
1271 Avenue of the Americas
New York, NY 10020

YOU ARE HEREBY COMMANDED, pursuant to New York Civil Practice Law and Rules (“CPLR”) § 3119 and the Uniform Interstate Depositions and Discovery Act, to produce and permit inspection and copying of designated documents, electronically stored information or tangible things in your possession, custody or control in accordance with the attached **Schedule A** within twenty (20) days of service of this subpoena, at the offices of Kobre & Kim LLP, 800 Third Avenue, New York, New York 10022, or such other location or date mutually agreeable amongst the parties or ordered by the Court.

Disclosure is being sought from You for use in *Twitter Inc. v. Musk et al.*, Case No. 2022-0613 (Del. Ch.) because, upon information and belief, You have material and relevant Documents and information relating to such action. The subject matter of the above-captioned Action is set forth in the Complaint, as defined below.

Failure to comply with this subpoena is punishable as a contempt of Court and shall make you liable to the person on whose behalf this subpoena was issued for a penalty not to exceed one hundred fifty dollars and all damages sustained by reason of your failure to comply.

Contact Information of Counsel for all Parties in the action:

Attorneys for Defendants Elon R. Musk, X Holdings I, Inc., and X Holdings II, Inc.

Alex Spiro
Andrew J. Rossman
Christopher D. Kercher
Silpa Maruri
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& FLOM LLP
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Attorneys for Plaintiff Twitter, Inc.

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Peter J. Walsh, Jr. (No. 2437)
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POTTER ANDERSON & CORROON LLP
1313 North Market Street
Hercules Plaza, 6th Floor
Wilmington, Delaware 19801
(302) 984-6000

Jacob R. Kirkham (No. 5768)
KOBRE & KIM LLP
600 North King Street, Suite 501,
Wilmington, Delaware 19801
(302) 518 6460

Dated: July 26, 2022
New York, New York

KOBRE & KIM LLP



Danielle L. Rose
800 Third Avenue,
New York, New York 10022
danielle.rose@kobrekim.com
+1 212 488 1200

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

Defendants.

C.A. No. 2022-0613-KSJM

SUBPOENA DUCES TECUM

THE STATE OF DELAWARE

TO: Mizuho Bank, Ltd.
1271 Avenue of the Americas
New York, NY 10020

This subpoena is issued pursuant to Court of Chancery Rule 45 and the Uniform Interstate Deposition and Discovery Act. Court of Chancery Rules 45(c) and (d), copies of which are attached hereto, set forth the protections and duties with respect to this subpoena.

YOU ARE HEREBY COMMANDED:

To produce and permit inspection and copying of designated documents, electronically stored information or tangible things in your possession, custody or control in accordance with the attached **Schedule A**

within twenty (20) days of service of this subpoena, given the expedited nature of the proceedings, at the offices of Kobre & Kim LLP, Kobre & Kim LLP, 800 Third Avenue, New York, New York 10022, or such other location or date mutually agreeable amongst the parties or ordered by the Court.

Dated: July 26, 2022

KOBRE & KIM LLP

/s/ Jacob R. Kirkham

Jacob R. Kirkham (#5768)
600 North King Street, Suite 501,
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Twitter, Inc.

Court of Chancery Rule 45(c) and (d):

(c) Protection of persons subject to subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and may impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated documents, electronically stored information, or tangible things or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court on behalf of which the subpoena was issued shall quash or modify the subpoena if it

(i) Fails to allow reasonable time for compliance;

- (ii) Requires disclosure of privileged or other protected matter and no exception or waiver applies; or
- (iii) Subjects a person to undue burden.

(B) If a subpoena

- (i) Requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) Requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, the court on behalf of which the subpoena was issued may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the Court may order appearance or production only upon specified conditions.

(d) Duty in responding to subpoena.

(1) If a subpoena does not specify a form for producing documents or electronically stored information, the person responding shall produce it in a form or forms in which it is ordinarily maintained, or in which it is reasonably usable. Absent a showing of good cause, the person responding need not produce the same documents or electronically stored information in more than one form. The person responding need not provide discovery of documents or electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On a motion to compel discovery or for a protective order, the person responding to a subpoena must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the Court nevertheless may order discovery from such sources if the requesting party shows good cause. The Court may specify the conditions for the discovery.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, electronically stored information, or tangible things not produced that is sufficient to enable the demanding party to contest the claim.

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TWITTER, INC.,

Plaintiff,

v.

ELON R. MUSK, X HOLDINGS I,
INC., and X HOLDINGS II, INC.,

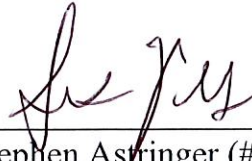
Defendants.

C.A. No. 2022-0613-KSJM

AFFIDAVIT OF SERVICE

I, Stephen Astringer, of Kobre & Kim LLP, hereby certify that, on July 26, 2022, Davis Polk & Wardwell LLP (“Davis Polk”) advised my firm that it represents Mizuho Bank, Ltd. in connection with the above-captioned litigation and agreed to accept service of a non-party subpoena by electronic mail on behalf of Mizuho Bank, Ltd. Thereafter, that same day, Kobre & Kim LLP served the following documents on Davis Polk by electronic mail:

1. The attached Subpoena *Duces Tecum*;
2. Schedule A to that Subpoena; and
3. Ex. A to that Subpoena.



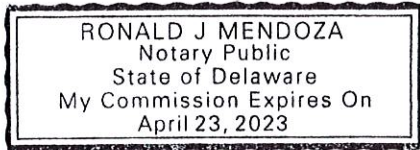
Stephen Asringer (#6375)
KOBRE & KIM LLP
600 North King Street, Suite 501
Wilmington, Delaware 19801
(302) 518 6460

Counsel for Plaintiff Twitter, Inc.

Subscribed and sworn to before me
This 28 day of July, 2022.



Notary Public





[NEW YORK SUBPOENA SCHEDULE A]

SCHEDULE A

DEFINITIONS

As used in Schedule A, the following terms shall have the following meanings:

1. “Action” shall mean *Twitter Inc. v. Musk et al.*, Case No. 2022-0613 (Del. Ch.).
2. “AH Capital Management L.L.C.” shall mean AH Capital Management L.L.C. and any of its divisions, subsidiaries, or affiliates.
3. “Antonio Gracias” shall mean the Antonio Gracias affiliated with Valor Equity Partners LP.
4. “April 13, 2022 Proposal” shall mean the letter from Equity Investor to Bret Taylor, attached as Exhibit B to Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 13, 2022.
5. “April 24, 2022 Offer” shall mean the letter from Equity Investor to Bret Taylor, dated April 24, 2022, attached as Exhibit G to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.
6. “Barclays” shall mean Barclays Capital Inc. and any of its divisions, subsidiaries, or affiliates.
7. “Bob Swan” shall mean the Bob Swan affiliated with AH Capital Management L.L.C.
8. “BofA Securities” shall mean Bank of America Corporation and/or BofA Securities, Inc. and any of their respective divisions, subsidiaries, or affiliates.

9. “Co-Investor Equity Commitments” shall mean the letter agreements with the Co-Investors.

10. “Co-Investors” shall mean any one or more actual or potential co-investors in the Equity Financing, including without limitation Lawrence Ellison; the Lawrence J. Ellison Revocable Trust; Binance; A.H. Capital Management, L.L.C.; Brookfield Asset Management Inc.; Qatar Holding LLC; Sequoia Capital Fund, L.P.; A.M. Management & Consulting; Aliya Capital Partners LLC; BAMCO, Inc.; DFJ Growth IV Partners, LLC; Fidelity Management & Research Company LLC; Honeycomb Asset Management LP; Key Wealth Advisors LLC; Litani Ventures; Strauss Capital LLC; Tresser Blvd 402 LLC (Cartenna); VyCapital; Witkoff Capital; and Prince Alwaleed bin Talal, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

11. “Communication” shall refer to the transmittal of information (in the form of facts, ideas, inquiries, queries, data, or otherwise) by any means of transmission, regardless of whether the transmittal was initiated or received by an individual or a system. Means of transmission include, but are not limited to, face-to-face conversations, postal or other physical mail, email, text message, instant message (such as iMessage, Slack, and Signal), social media messaging platforms (such as Twitter Direct Messages), voicemail, telephone, or facsimile.

12. “Complaint” shall mean the Verified Complaint, dated July 12, 2022, filed by Twitter against Defendants in this Action.

13. “Debt Financing” shall refer to any amounts contemplated to be borrowed by Defendants, whether currently, previously, or in the future, to fund the transactions

contemplated by the Merger Agreement, including without limitation the amounts set forth in (i) the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the margin loan commitment letter, dated April 20, 2022, attached as Exhibit D to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (iii) the debt commitment letter dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022; and (iv) the Margin Loan Commitment.

14. “Defendants” shall mean individually and/or collectively, Elon R. Musk; X Holdings I, Inc. and any of its divisions, subsidiaries, or affiliates; and X Holdings II, Inc. and any of its divisions, subsidiaries, or affiliates, together with all other Persons acting or purporting to act on their behalf.

15. “Defendants’ Advisors” shall refer to any one or more of the following: Morgan Stanley; Jared Birchall; Excession LLC; Bob Swan; AH Capital Management, L.L.C.; Antonio Gracias; Valor Equity Partners LP; Kristina Salen; Patrick O’Malley; BofA Securities; Barclays; McDermott Will & Emery LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and Quinn Emanuel Urquhart & Sullivan, LLP, as well as any of Defendants’ other advisors, agents, attorneys, consultants, law firms, public relations firms, or other representatives, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

16. “Document” shall be construed to the fullest extent permissible under New York law and means, without limitation, the original and all copies and translations of any

information in any written, recorded, electronic, or graphic form including all memoranda, notes, interoffice and intraoffice communications, telegrams, teletypes, letters, reports, stenographic notes, bulletins, notices, emails, Bloomberg messages, Microsoft Team messages, any other text messages or other messaging–application messages, instant messages or other electronic–chat messages, telephonic or personal communications, computer models, spreadsheets, data, accounts, records, calendars, diaries, minutes, contracts or other legal papers, resolutions, written policies or procedures, insurance policies, audio records, photographs, microform, film, and any electronically stored information stored in any medium, including computer backup devices, hard drives, electronic share drives, or any other virtual or physical space. “Document” also includes any other Communication of any kind in any form or medium.

17. “Equity Financing” shall refer to any amounts contemplated to be invested by Equity Investor or others, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation (i) the equity financing commitment letter, dated April 20, 2022, attached as Exhibit E to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the equity financing commitment letter, dated April 25, 2022, filed as Exhibit J to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 26, 2022; (iii) the co-investor equity commitment letters referenced in Amendment No. 6 to Schedule 13D, filed by Equity Investor with the SEC on May 5, 2022; (iv) the equity commitment letter referenced in the Schedule 13D filed by HRH Prince Alwaleed Bin Talal Bin Abdulaziz Alsaud with the SEC on May 9, 2022; (v) the equity commitment side letter, dated May 11, 2022, and executed by, inter alia, Elon R. Musk; (vi) the equity commitment side letter, dated

May 24, 2022, and executed by, inter alia, Elon R. Musk; and (vii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022.

18. “Equity Investor” shall mean Elon R. Musk.

19. “Excession LLC” shall mean Excession LLC and any of its divisions, subsidiaries, or affiliates.

20. “Financing Commitments” shall mean: (i) the debt commitment letter, dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022, together with any amendments thereto; (ii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022, together with any amendments thereto; (iii) the Co-Investor Equity Commitments; and (iv) any other commitments to lend or invest money to fund the transactions contemplated by the Merger Agreement.

21. “Jared Birchall” shall mean the Jared Birchall affiliated with Excession LLC.

22. “July 8, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated July 8, 2022, regarding the purported termination of the Merger Agreement.

23. “June 6, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated June 6, 2022, asserting that there had been a “material breach” of the Merger Agreement.

24. “Kristina Salen” shall mean the Kristina Salen who formerly served as Chief Financial Officer of World Wrestling Entertainment, Inc. and who is currently affiliated with Sirius XM Holdings, Inc.

25. “Lenders” shall mean any one or more actual or potential providers of the Debt Financing, including without limitation Morgan Stanley Senior Funding, Inc.; Bank of America, N.A.; BofA Securities, Inc.; Barclays Bank PLC; MUFG Bank, Ltd.; BNP Paribas; BNP Paribas Securities Corp.; Mizuho Bank, Ltd.; Societe Generale; Credit Suisse AG, Cayman Islands Branch; Citibank, N.A.; Deutsche Bank AG, London Branch; Royal Bank of Canada; and Canadian Imperial Bank of Commerce, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

26. “Limited Guarantee” shall mean the Limited Guarantee, dated as of April 25, 2022, provided by Elon R. Musk in favor of Twitter, Inc.

27. “Margin Loan Commitment” shall mean the margin loan commitment letter, dated April 25, 2022, attached as Exhibit I to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.

28. “Merger” shall mean the transactions contemplated by the Merger Agreement.

29. “Merger Agreement” shall mean the Agreement and Plan of Merger, dated April 25, 2022, between and among Elon R. Musk, X Holdings I, Inc., X Holdings II, Inc., and Twitter, Inc.

30. “Morgan Stanley” shall mean Morgan Stanley & Co. LLC and any of its divisions, subsidiaries, or affiliates.

31. “Patrick O’Malley” shall mean the Patrick O’Malley who formerly served as Chief Financial Officer of Avaya Holdings Corp. and who is currently affiliated with Magnolia Medical Technologies, Inc.

32. “Person” or “Persons” shall mean any individual, corporation, partnership, firm, association, government agency, or other organization recognizable at law, together with its agents, employees, and representatives.

33. “SEC” shall mean the U.S. Securities and Exchange Commission, together with any of its employees, attorneys, agents, or representatives, and all other Persons acting or purporting to act on its behalf.

34. “Tweet” shall mean a post made on the Twitter platform, including Retweets or replies.

35. “Twitter” shall mean Twitter, Inc. and any of its divisions, subsidiaries or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

36. “Valor Equity Partners LP” shall mean Valor Equity Partners LP and any of its divisions, subsidiaries, or affiliates.

37. The terms “You” or “Your” shall mean Mizuho Bank, Ltd. and/or any of Mizuho Bank, Ltd.’s divisions, subsidiaries, or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

38. The term “including” shall mean “including without limitation” or “including, but not limited to.”

39. The terms “and” and “all” shall each be construed either disjunctively or conjunctively to bring within the scope of the Requests all responses that might otherwise be construed as outside their scope.

40. The terms “any” and “each” shall each be construed as both “each” and “every” to bring within the scope of the Requests all responses which might otherwise be construed to be outside their scope.

41. The use of the singular form of any word shall include the plural and vice versa.

42. The terms “concerning,” “regarding,” “relating to,” and/or “related to” shall each be read and applied as interchangeable and shall each be construed in the broadest sense to mean referring to, describing, evidencing, memorializing, concerning, regarding, with regard to, relating to, referring to, pertaining to, containing, analyzing, evaluating, studying, recording, reflecting, reporting on, commenting on, reviewed in connection or in conjunction with, setting forth, contradicting, refuting, and considering, in whole or in part.

43. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Merger Agreement.

INSTRUCTIONS

The following instructions shall apply to the Document Requests contained herein.

1. As required by CPLR 3122(c), You shall produce all Documents either (a) as they are kept in the usual course of business; or (b) organized and labeled to correspond to the categories of the Request.

2. As required by CPLR 3122(a), if You object to the production of any Documents called for by a Request, You shall state with particularity the reasons for Your objection.

3. Unless otherwise specified, the time period covered by these Requests is January 1, 2022 through July 8, 2022.

4. These Requests are continuing in nature and to the extent that Your responses may be modified or supplemented by documents or information obtained or discovered subsequent to the production of Your initial responses, or are discovered to be incomplete or incorrect, You are required to promptly provide supplemental responses pursuant to Article 31 of the CPLR.

5. A Request for a Document shall be deemed to include a request for any non-identical copies or drafts of the Document, as well as all transmittal sheets, cover letters, exhibits, enclosures, or attachments to the Document, in addition to the Document itself. Any Document described herein is to be produced in its original file folder, with all labels or similar markings intact, and with the name of the Person from whose file it was produced.

6. If it is not possible to produce any Document called for by a Request, or if any part of a Request is objected to, the reasons for the failure to produce the Documents or the objection should be stated specifically as to all grounds.

7. If a Document responsive to any Request is no longer in Your possession, custody, or control, give a description of the Document, state what disposition was made of the Document and the date of such disposition, and identify all Persons having knowledge of the Document's contents.

8. If any Document responsive to any Request has been destroyed, give a description of the Document, set forth the contents of the Document, the location of any copies of the Document, the date of the Document's destruction, and the name of the Person who destroyed the Document or ordered or authorized its destruction.

9. If You withhold any Document responsive to a Request, or any part thereof, You shall provide notice to Plaintiffs, as required by CPLR 3122(b), that such Document is being withheld, indicating: (a) the legal ground for withholding the Document; (b) the type

of Document; (c) the general subject matter of the Document; (d) the date of the Document; and (e) such other information as is sufficient to identify the Document, including the author of, recipients of, and attachments to the Document. If You believe that a portion of a Document is protected by an applicable privilege, You shall produce the non-privileged portion with the allegedly privileged portion redacted and indicated as such.

10. Requests are not intended to limit or modify other Requests and should not be interpreted as limiting or modifying other Requests.

11. If You contend that any Request is overly broad and/or unduly burdensome, identify all aspects of the Request that are overly broad or unduly burdensome and produce the Documents that are not subject to this contention.

12. If there are no Documents or Communications responsive to any particular Request or subpart thereof, You shall state so in writing.

13. For any responsive Documents or Communications stored in electronic format, including email and text messages, You will produce those Documents or Communications in searchable electronic format (e.g., single-page .TIFF format with corresponding Document-level extracted text files and OCR text files, each named by the Bates number assigned to the first page) by secure electronic transmission (e.g. SFTP site) or on CD-ROMs, DVD-ROMs, portable or external hard drives, or other widely-used electronic or optical storage media. All images will be produced as single page .TIFF images, black and white, Group IV and 300 dpi with a Concordance Image (formerly Opticon) style .OPT load file. All color images will be provided in JPEG format where color images are necessary to understand the Document. All Microsoft Excel, PowerPoint, and similar spreadsheet or presentation files will be produced in native format. Furthermore, for all native files that are produced, a corresponding placeholder TIFF image will be produced that

bears the same Bates assigned to the native file, has all associated metadata, and indicates that that the “File has been produced in native format.” All responsive electronic Documents and Communications will be produced with sufficient metadata to convey where these items begin and end (including attachments), the original file name, and the original timestamps and attributes. All metadata will be provided in a delimited data field (with file extension .DAT), delimited using the Concordance style delimiters, and including the following metadata fields: “BEGBATES”, “ENDBATES”, “BEGATTACH”, “ENDATTACH”, “FAMILY-DATE/TIME”, “Page Count”, “Custodian”, “ALL CUSTODIANS”, “To”, “From”, “CC”, “BCC”, “Subject”, “Sent Date/Time”, “Author”, “Title”, “File Name”, “File Extension”, “Redacted”, “TextPath”, “NativePath”, “MD5HASH”, “Received Date/Time”, “File Size”, and “Confidentiality”.

14. None of the Definitions or Requests set forth herein shall be construed as an admission relating to the existence of any evidence, to the relevance or admissibility of any evidence, or to the truth or accuracy of any statement or characterization in the Definition or Request.

DOCUMENT REQUESTS

REQUEST NO. 1.

All Documents and Communications relating to the April 13, 2022 Proposal, the April 24, 2022 Offer, any other potential acquisition or other strategic transaction involving Twitter, the Merger, the Merger Agreement, the Limited Guarantee, the June 6, 2022 Letter, and/or the July 8, 2022 Letter, and any financing with respect to any of the foregoing or any transaction contemplated thereby (including but not limited to the Debt Financing, the Equity Financing, and/or the Financing Commitments), including without limitation (i) all

Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or any Co-Investor concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning these subjects; (iii) all Communications with any advisor, attorney, or other representative of any Co-Investor concerning these subjects; and (iv) all Communications with any advisor, attorney, or other representative of any advisor, attorney, and/or other representative of You or any other one or more of the Lenders concerning these subjects.

REQUEST NO. 2.

All Documents and Communications relating to efforts to syndicate and/or arrange, document, negotiate the terms of, or consummate the Debt Financing and close the Merger, including those concerning the status of or expected timeline for such efforts. Documents responsive to this Request shall include, without limitation: (i) closing checklists (and drafts thereof) for any aspect of the Debt Financing; (ii) timelines (and drafts thereof) for the arrangement, negotiation, execution, and/or consummation of the Debt Financing; (iii) agendas, presentations, decks, and other materials (and drafts thereof) related to any organizational calls, lender meetings, drafting sessions, or due diligence sessions concerning the Debt Financing, and any notes, recordings, or transcriptions of any calls or meetings related to the Debt Financing; (iv) drafts of definitive agreements and ancillary and closing documents (and all schedules and exhibits thereto) related to the Debt Financing; (v) offering memoranda, confidential information memoranda, and lender presentations (and drafts thereof) related to the Debt Financing; and (vi) ratings agency presentations (and drafts thereof) related to the Debt Financing.

REQUEST NO. 3.

All Documents and Communications concerning (i) the reduction of the amount of the Margin Loan Commitment, including without limitation those relating to the reasons for reducing the amount of the Margin Loan Commitment; and (ii) the subsequent termination of the Margin Loan Commitment, including without limitation those relating to the reasons for terminating the Margin Loan Commitment.

REQUEST NO. 4.

All Documents and Communications concerning any potential tender offer for some or all of Twitter's shares, including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; and (iii) all Documents and Communications relating to the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022.

REQUEST NO. 5.

All Documents and Communications concerning Defendants' requests or potential requests for information pursuant to Section 6.4 and/or Section 6.11 of the Merger Agreement and any information provided by Twitter, or on Twitter's behalf, in response to any such request for information, including without limitation (i) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (ii) all Communications with Defendants, any one or more of Defendants' Advisors, any other one

or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (iii) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to Twitter's API or "firehose" data provided to Defendants; (iv) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to any other information provided by Twitter, or on Twitter's behalf, in response to any information request by Defendants or on Defendants' behalf; and (v) all Documents and Communications concerning Equity Investor's Tweet, dated May 13, 2022, purporting to disclose information obtained from Twitter pursuant to an information request, as alleged in Paragraph 75 of the Complaint.

REQUEST NO. 6.

All Documents and Communications relating to any written or oral request made by You or any other one or more of the Lenders seeking information relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such information request.

REQUEST NO. 7.

All Documents and Communications relating to any written or oral response to an information request made by You and/or any other one or more of the Lenders relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such response.

REQUEST NO. 8.

All Documents and Communications concerning the number of false or spam accounts or

bots on the Twitter platform and/or the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, including without limitation (i) all Documents and Communications related to any analyses, audits, or investigations performed or conducted by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (ii) all Documents and Communications related to any analyses, audits, or investigations that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered undertaking, or that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered having others undertake on Your or their behalf, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (iii) all Documents and Communications related to Defendants' decision to execute the Merger Agreement without further due diligence on these subjects; and (iv) all Documents and Communications concerning Your decision to commit to the Debt Financing without further due diligence on these subjects.

REQUEST NO. 9.

All Communications with any media representative or media outlet regarding the Merger, the Merger Agreement, the Debt Financing, the Equity Financing, the Financing Commitments, the number of false or spam accounts or bots on the Twitter platform, the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, the June 6, 2022 Letter, and/or the July 8, 2022 Letter. This Request includes, without limitation, all Communications made by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware,

with the author(s) (or any of their colleagues) of the enumerated articles or any other stories, articles, media commentary, or the like concerning the subject matters listed in this Request.

REQUEST NO. 10.

All Documents and Communications concerning Equity Investor's determination, as disclosed in Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022, that the April 13, 2022 Proposal was "no longer subject to financing as a result of the Reporting Person's receipt of the financing commitments . . . and is no longer subject to business due diligence."

REQUEST NO. 11.

All Documents and Communications concerning (i) Equity Investor's assertion, in a Tweet dated May 15, 2022, that "[t]here is some chance" that the percentage of bots and/or false or spam accounts "might be over 90% of daily active users"; and (ii) Equity Investor's assertion, in a Tweet dated May 17, 2022, that "20% fake/spam accounts, while 4 times what Twitter claims, could be much higher," including without limitation all Documents in Your possession, or of which You are aware, that supported these claims.

REQUEST NO. 12.

All Documents and Communications relating to the effects or potential effects of changes in the price of Tesla, Inc. common stock, on (i) the Merger; (ii) the Debt Financing; (iii) the Equity Financing; (iv) the Financing Commitments; and/or (v) Defendants' intentions with respect to closing and/or efforts to close the Merger.

REQUEST NO. 13.

All Documents and Communications concerning Equity Investor's (i) efforts to ensure that he had the financial capacity to pay and perform his obligations in respect of the Equity Financing, including without limitation those relating to the status of or expected timeline

for such efforts; and (ii) intended or expected sources of cash to fund his obligations in respect of the Equity Financing.

REQUEST NO. 14.

All Documents and Communications concerning Defendants' purported termination of the Merger Agreement, including without limitation those related to (i) any consideration of whether and on what grounds to purport to terminate the Merger Agreement; (ii) any consideration of potentially renegotiating the Merger Agreement; (iii) all Documents and Communications related to the preparation of the June 6, 2022 Letter; and (iv) all Documents and Communications related to the preparation of the July 8, 2022 Letter.

REQUEST NO. 15.

All Documents and Communications concerning Defendants' contention in the July 8, 2022 Letter that Twitter is "likely to suffer a Company Material Adverse Effect," including without limitation any valuations, forecasts, projections, estimates, or other analyses relating to whether Twitter is likely to suffer a Company Material Adverse Effect.

REQUEST NO. 16.

All forecasts, projections, estimates, or other analyses created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or on Your or their behalf, relating to Twitter's current or future performance, financial condition, or value, including without limitation any projections of Twitter's revenues, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses.

REQUEST NO. 17.

All Documents and Communications relating to any investment, involvement, potential investment, or potential involvement by Equity Investor, any affiliate of Equity Investor,

You, any other one or more of the Lenders, the Co-Investors, and/or any other Person acting in concert with Equity Investor, either directly or indirectly, in any competitor to Twitter, whether or not such competitor is presently in existence.

REQUEST NO. 18.

All Documents and Communications concerning Equity Investor's strategic or business plans for Twitter, including without limitation (i) all Communications between You and Equity Investor, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or the Co-Investors concerning any such plans; (ii) all drafts or iterations of any plans to address issues relating to false or spam accounts on the Twitter platform; (iii) all drafts or iterations of any plans relating to employee retention programs or incentives; and (iv) all drafts or iterations of any plans relating to potential changes to the size and/or composition of Twitter's workforce.

REQUEST NO. 19.

All Documents and Communications relating to the termination of Bob Swan and/or the cessation of Bob Swan's involvement on Defendants' behalf in connection with the Merger and the Debt Financing.

REQUEST NO. 20.

All Documents and Communications relating to the actual or potential engagement or involvement of Antonio Gracias to act on Defendants' behalf in connection with the Merger and the Debt Financing, including without limitation any summary or introductory information or briefing materials provided to him.

REQUEST NO. 21.

All Documents concerning Your policies regarding the retention or destruction of documents.

**[DELAWARE SUBPOENA
("EX. A") SCHEDULE A]**

SCHEDULE A

DEFINITIONS

As used in Schedule A, the following terms shall have the following meanings:

1. “Action” shall mean the above-captioned action.
2. “AH Capital Management L.L.C.” shall mean AH Capital Management L.L.C. and any of its divisions, subsidiaries, or affiliates.
3. “Antonio Gracias” shall mean the Antonio Gracias affiliated with Valor Equity Partners LP.
4. “April 13, 2022 Proposal” shall mean the letter from Equity Investor to Bret Taylor, attached as Exhibit B to Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 13, 2022.
5. “April 24, 2022 Offer” shall mean the letter from Equity Investor to Bret Taylor, dated April 24, 2022, attached as Exhibit G to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.
6. “Barclays” shall mean Barclays Capital Inc. and any of its divisions, subsidiaries, or affiliates.

7. “Bob Swan” shall mean the Bob Swan affiliated with AH Capital Management L.L.C.

8. “BofA Securities” shall mean Bank of America Corporation and/or BofA Securities, Inc. and any of their respective divisions, subsidiaries, or affiliates.

9. “Co-Investor Equity Commitments” shall mean the letter agreements with the Co-Investors.

10. “Co-Investors” shall mean any one or more actual or potential co-investors in the Equity Financing, including without limitation Lawrence Ellison; the Lawrence J. Ellison Revocable Trust; Binance; A.H. Capital Management, L.L.C.; Brookfield Asset Management Inc.; Qatar Holding LLC; Sequoia Capital Fund, L.P.; A.M. Management & Consulting; Aliya Capital Partners LLC; BAMCO, Inc.; DFJ Growth IV Partners, LLC; Fidelity Management & Research Company LLC; Honeycomb Asset Management LP; Key Wealth Advisors LLC; Litani Ventures; Strauss Capital LLC; Tresser Blvd 402 LLC (Cartenna); VyCapital; Witkoff Capital; and Prince Alwaleed bin Talal, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

11. “Communication” shall refer to the transmittal of information (in the form of facts, ideas, inquiries, queries, data, or otherwise) by any means of transmission, regardless of whether the transmittal was initiated or received by an individual or a system. Means of transmission include, but are not limited to, face-to-face conversations, postal or other physical mail, email, text message, instant message (such as iMessage, Slack, and Signal), social media messaging platforms (such as Twitter Direct Messages), voicemail, telephone, or facsimile.

12. “Complaint” shall mean the Verified Complaint, dated July 12, 2022, filed by Twitter against Defendants in this Action.

13. “Debt Financing” shall refer to any amounts contemplated to be borrowed by Defendants, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation the amounts set forth in (i) the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the margin loan commitment letter, dated April 20, 2022, attached as Exhibit D to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (iii) the debt commitment letter dated April 25, 2022, attached as Exhibit H to

Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022; and (iv) the Margin Loan Commitment.

14. “Defendants” shall mean individually and/or collectively, Elon R. Musk; X Holdings I, Inc. and any of its divisions, subsidiaries, or affiliates; and X Holdings II, Inc. and any of its divisions, subsidiaries, or affiliates, together with all other Persons acting or purporting to act on their behalf.

15. “Defendants’ Advisors” shall refer to any one or more of the following: Morgan Stanley; Jared Birchall; Excession LLC; Bob Swan; AH Capital Management, L.L.C.; Antonio Gracias; Valor Equity Partners LP; Kristina Salen; Patrick O’Malley; BofA Securities; Barclays; McDermott Will & Emery LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and Quinn Emanuel Urquhart & Sullivan, LLP, as well as any of Defendants’ other advisors, agents, attorneys, consultants, law firms, public relations firms, or other representatives, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

16. “Document” shall mean “document” as that term is defined and used in Court of Chancery Rules 26, 34, and 45 and shall have the broadest possible meaning permitted by law.

17. “Equity Financing” shall refer to any amounts contemplated to be invested by Equity Investor or others, whether currently, previously, or in the future, to fund the transactions contemplated by the Merger Agreement, including without limitation (i) the equity financing commitment letter, dated April 20, 2022, attached as Exhibit E to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022; (ii) the equity financing commitment letter, dated April 25, 2022, filed as Exhibit J to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 26, 2022; (iii) the co-investor equity commitment letters referenced in Amendment No. 6 to Schedule 13D, filed by Equity Investor with the SEC on May 5, 2022; (iv) the equity commitment letter referenced in the Schedule 13D filed by HRH Prince Alwaleed Bin Talal Bin Abdulaziz Alsaud with the SEC on May 9, 2022; (v) the equity commitment side letter, dated May 11, 2022, and executed by, inter alia, Elon R. Musk; (vi) the equity commitment side letter, dated May 24, 2022, and executed by, inter alia, Elon R. Musk; and (vii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022.

18. “Equity Investor” shall mean Elon R. Musk.

19. “Excession LLC” shall mean Excession LLC and any of its divisions, subsidiaries, or affiliates.

20. “Financing Commitments” shall mean: (i) the debt commitment letter, dated April 25, 2022, attached as Exhibit H to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022, together with any amendments thereto; (ii) the equity financing commitment letter, dated May 24, 2022, attached as Exhibit N to Amendment No. 7 to Schedule 13D, filed by Equity Investor with the SEC on May 25, 2022, together with any amendments thereto; (iii) the Co-Investor Equity Commitments; and (iv) any other commitments to lend or invest money to fund the transactions contemplated by the Merger Agreement.

21. “Jared Birchall” shall mean the Jared Birchall affiliated with Excession LLC.

22. “July 8, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated July 8, 2022, regarding the purported termination of the Merger Agreement.

23. “June 6, 2022 Letter” shall mean the letter from Mike Ringler to Vijaya Gadde, dated June 6, 2022, asserting that there had been a “material breach” of the Merger Agreement.

24. “Kristina Salen” shall mean the Kristina Salen who formerly served as Chief Financial Officer of World Wrestling Entertainment, Inc. and who is currently affiliated with Sirius XM Holdings, Inc.

25. “Lenders” shall mean any one or more actual or potential providers of the Debt Financing, including without limitation Morgan Stanley Senior Funding, Inc.; Bank of America, N.A.; BofA Securities, Inc.; Barclays Bank PLC; MUFG Bank, Ltd.; BNP Paribas; BNP Paribas Securities Corp.; Mizuho Bank, Ltd.; Societe Generale; Credit Suisse AG, Cayman Islands Branch; Citibank, N.A.; Deutsche Bank AG, London Branch; Royal Bank of Canada; and Canadian Imperial Bank of Commerce, together with each of their respective employees, partners, associates, shareholders, officers, directors, attorneys, and agents, and all other Persons acting or purporting to act on their behalf.

26. “Limited Guarantee” shall mean the Limited Guarantee, dated as of April 25, 2022, provided by Elon R. Musk in favor of Twitter, Inc.

27. “Margin Loan Commitment” shall mean the margin loan commitment letter, dated April 25, 2022, attached as Exhibit I to Amendment No. 4 to Schedule 13D, filed by Equity Investor with the SEC on April 25, 2022.

28. “Merger” shall mean the transactions contemplated by the Merger Agreement.

29. “Merger Agreement” shall mean the Agreement and Plan of Merger, dated April 25, 2022, between and among Elon R. Musk, X Holdings I, Inc., X Holdings II, Inc., and Twitter, Inc.

30. “Morgan Stanley” shall mean Morgan Stanley & Co. LLC and any of its divisions, subsidiaries, or affiliates.

31. “Patrick O’Malley” shall mean the Patrick O’Malley who formerly served as Chief Financial Officer of Avaya Holdings Corp. and who is currently affiliated with Magnolia Medical Technologies, Inc.

32. “Person” or “Persons” shall mean any individual, corporation, partnership, firm, association, government agency, or other organization recognizable at law, together with its agents, employees, and representatives.

33. “SEC” shall mean the U.S. Securities and Exchange Commission, together with any of its employees, attorneys, agents, or representatives, and all other Persons acting or purporting to act on its behalf.

34. “Tweet” shall mean a post made on the Twitter platform, including Retweets or replies.

35. “Twitter” shall mean Twitter, Inc. and any of its divisions, subsidiaries or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

36. “Valor Equity Partners LP” shall mean Valor Equity Partners LP and any of its divisions, subsidiaries, or affiliates.

37. The terms “You” or “Your” shall mean Mizuho Bank, Ltd. and/or any of Mizuho Bank, Ltd.’s divisions, subsidiaries, or affiliates, together with each of their respective employees, partners, associates, shareholders, officers, directors, and agents, and all other Persons acting or purporting to act on their behalf.

38. The term “including” shall mean “including without limitation” or “including, but not limited to.”

39. The terms “and” and “all” shall each be construed either disjunctively or conjunctively to bring within the scope of the Requests all responses that might otherwise be construed as outside their scope.

40. The terms “any” and “each” shall each be construed as both “each” and “every” to bring within the scope of the Requests all responses which might otherwise be construed to be outside their scope.

41. The use of the singular form of any word shall include the plural and vice versa.

42. The terms “concerning,” “regarding,” “relating to,” and/or “related to” shall each be read and applied as interchangeable and shall each be construed in the broadest sense to mean referring to, describing, evidencing, memorializing, concerning, regarding, with regard to, relating to, referring to, pertaining to, containing, analyzing, evaluating, studying, recording, reflecting, reporting on, commenting on, reviewed in connection or in conjunction with, setting forth, contradicting, refuting, and considering, in whole or in part.

43. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Merger Agreement.

INSTRUCTIONS

The following instructions shall apply to the Document Requests contained herein.

1. These Requests require that You produce Documents in a manner that satisfies the requirements of Court of Chancery Rules 26, 34, and 45.

2. Unless otherwise specified, the time period covered by these Requests is January 1, 2022, through July 8, 2022.

3. These Requests are continuing and require supplementation pursuant to Court of Chancery Rules 26, 34, and 45.

4. A Request for a Document shall be deemed to include a request for any non-identical copies or drafts of the Document, as well as all transmittal sheets, cover letters, exhibits, enclosures, or attachments to the Document, in addition to the Document itself. Any Document described herein is to be produced in its original file folder, with all labels or similar markings intact, and with the name of the Person from whose file it was produced.

5. If it is not possible to produce any Document called for by a Request, or if any part of a Request is objected to, the reasons for the failure to produce the Documents or the objection should be stated specifically as to all grounds.

6. If a Document responsive to any Request is no longer in Your possession, custody, or control, give a description of the Document, state what disposition was made of the Document and the date of such disposition, and identify all Persons having knowledge of the Document's contents.

7. If any Document responsive to any Request has been destroyed, give a description of the Document, set forth the contents of the Document, the location of any copies of the Document, the date of the Document's destruction,

and the name of the Person who destroyed the Document or ordered or authorized its destruction.

8. If You claim any form of privilege or protection or other reason, whether based on statute or otherwise, as a ground for not producing requested Documents, furnish a list identifying each Document for which the privilege or protection is claimed, together with the following information: date; sender, recipients, and Persons to whom copies were furnished, together with their job titles; subject matter; and basis on which the Document is withheld consistent with the Court of Chancery Rules.

9. Requests are not intended to limit or modify other Requests and should not be interpreted as limiting or modifying other Requests.

10. If You contend that any Request is overly broad and/or unduly burdensome, identify all aspects of the Request that are overly broad or unduly burdensome and produce the Documents that are not subject to this contention.

11. If there are no Documents or Communications responsive to any particular Request or subpart thereof, You shall state so in writing.

12. For any responsive Documents or Communications stored in electronic format, including email and text messages, You will produce those Documents or Communications in searchable electronic format (e.g., single-

page .TIFF format with corresponding Document-level extracted text files and OCR text files, each named by the Bates number assigned to the first page) by secure electronic transmission (e.g. SFTP site) or on CD-ROMs, DVD-ROMs, portable or external hard drives, or other widely-used electronic or optical storage media. All images will be produced as single page .TIFF images, black and white, Group IV and 300 dpi with a Concordance Image (formerly Opticon) style .OPT load file. All color images will be provided in JPEG format where color images are necessary to understand the Document. All Microsoft Excel, PowerPoint, and similar spreadsheet or presentation files will be produced in native format. Furthermore, for all native files that are produced, a corresponding placeholder TIFF image will be produced that bears the same Bates assigned to the native file, has all associated metadata, and indicates that that the “File has been produced in native format.” All responsive electronic Documents and Communications will be produced with sufficient metadata to convey where these items begin and end (including attachments), the original file name, and the original timestamps and attributes. All metadata will be provided in a delimited data field (with file extension .DAT), delimited using the Concordance style delimiters, and including the following metadata fields: “BEGBATES”, “ENDBATES”, “BEGATTACH”, “ENDATTACH”, “FAMILY-DATE/TIME”, “Page Count”, “Custodian”, “ALL

CUSTODIANS”, “To”, “From”, “CC”, “BCC”, “Subject”, “Sent Date/Time”, “Author”, “Title”, “File Name”, “File Extension”, “Redacted”, “TextPath”, “NativePath”, “MD5HASH”, “Received Date/Time”, “File Size”, and “Confidentiality”.

13. None of the Definitions or Requests set forth herein shall be construed as an admission relating to the existence of any evidence, to the relevance or admissibility of any evidence, or to the truth or accuracy of any statement or characterization in the Definition or Request.

DOCUMENT REQUESTS

REQUEST NO. 1.

All Documents and Communications relating to the April 13, 2022 Proposal, the April 24, 2022 Offer, any other potential acquisition or other strategic transaction involving Twitter, the Merger, the Merger Agreement, the Limited Guarantee, the June 6, 2022 Letter, and/or the July 8, 2022 Letter, and any financing with respect to any of the foregoing or any transaction contemplated thereby (including but not limited to the Debt Financing, the Equity Financing, and/or the Financing Commitments), including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or any Co-Investor concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning these subjects; (iii) all Communications with any advisor, attorney, or other representative of any Co-Investor concerning these subjects; and (iv) all Communications with any advisor, attorney, or other representative of any advisor, attorney, and/or other representative of You or any other one or more of the Lenders concerning these subjects.

REQUEST NO. 2.

All Documents and Communications relating to efforts to syndicate and/or arrange, document, negotiate the terms of, or consummate the Debt Financing

and close the Merger, including those concerning the status of or expected timeline for such efforts. Documents responsive to this Request shall include, without limitation: (i) closing checklists (and drafts thereof) for any aspect of the Debt Financing; (ii) timelines (and drafts thereof) for the arrangement, negotiation, execution, and/or consummation of the Debt Financing; (iii) agendas, presentations, decks, and other materials (and drafts thereof) related to any organizational calls, lender meetings, drafting sessions, or due diligence sessions concerning the Debt Financing, and any notes, recordings, or transcriptions of any calls or meetings related to the Debt Financing; (iv) drafts of definitive agreements and ancillary and closing documents (and all schedules and exhibits thereto) related to the Debt Financing; (v) offering memoranda, confidential information memoranda, and lender presentations (and drafts thereof) related to the Debt Financing; and (vi) ratings agency presentations (and drafts thereof) related to the Debt Financing.

REQUEST NO. 3.

All Documents and Communications concerning (i) the reduction of the amount of the Margin Loan Commitment, including without limitation those relating to the reasons for reducing the amount of the Margin Loan Commitment; and (ii) the subsequent termination of the Margin Loan Commitment, including

without limitation those relating to the reasons for terminating the Margin Loan Commitment.

REQUEST NO. 4.

All Documents and Communications concerning any potential tender offer for some or all of Twitter's shares, including without limitation (i) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; (ii) all Documents created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, the Co-Investors, and/or potential co-investors in the potential tender offer concerning these subjects; and (iii) all Documents and Communications relating to the debt commitment letter, dated April 20, 2022, attached as Exhibit C to Amendment No. 3 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022.

REQUEST NO. 5.

All Documents and Communications concerning Defendants' requests or potential requests for information pursuant to Section 6.4 and/or Section 6.11 of the Merger Agreement and any information provided by Twitter, or on Twitter's behalf, in response to any such request for information, including without limitation (i) all Documents created by Defendants, any one or more of

Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (ii) all Communications with Defendants, any one or more of Defendants' Advisors, any other one or more of the Lenders, and/or the Co-Investors concerning such information requests or potential requests; (iii) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to Twitter's API or "firehose" data provided to Defendants; (iv) all Documents and Communications related to any analyses, audits, or investigations performed by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to any other information provided by Twitter, or on Twitter's behalf, in response to any information request by Defendants or on Defendants' behalf; and (v) all Documents and Communications concerning Equity Investor's Tweet, dated May 13, 2022, purporting to disclose information obtained from Twitter pursuant to an information request, as alleged in Paragraph 75 of the Complaint.

REQUEST NO. 6.

All Documents and Communications relating to any written or oral request made by You or any other one or more of the Lenders seeking information relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such information request.

REQUEST NO. 7.

All Documents and Communications relating to any written or oral response to an information request made by You and/or any other one or more of the Lenders relating to Twitter and/or the Debt Financing, including without limitation any drafts of any such response.

REQUEST NO. 8.

All Documents and Communications concerning the number of false or spam accounts or bots on the Twitter platform and/or the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, including without limitation (i) all Documents and Communications related to any analyses, audits, or investigations performed or conducted by or at the direction of Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (ii) all Documents and Communications related to any analyses, audits, or investigations that

Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered undertaking, or that Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors considered having others undertake on Your or their behalf, relating to these subjects, whether performed or conducted prior or subsequent to the execution of the Merger Agreement; (iii) all Documents and Communications related to Defendants' decision to execute the Merger Agreement without further due diligence on these subjects; and (iv) all Documents and Communications concerning Your decision to commit to the Debt Financing without further due diligence on these subjects.

REQUEST NO. 9.

All Communications with any media representative or media outlet regarding the Merger, the Merger Agreement, the Debt Financing, the Equity Financing, the Financing Commitments, the number of false or spam accounts or bots on the Twitter platform, the disclosures in Twitter's SEC filings discussed in Paragraphs 64 and 66 of the Complaint, the June 6, 2022 Letter, and/or the July 8, 2022 Letter. This Request includes, without limitation, all Communications made by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or of which You are aware, with the author(s) (or any of their colleagues) of the enumerated articles or any

other stories, articles, media commentary, or the like concerning the subject matters listed in this Request.

REQUEST NO. 10.

All Documents and Communications concerning Equity Investor’s determination, as disclosed in Amendment No. 2 to Schedule 13D, filed by Equity Investor with the SEC on April 21, 2022, that the April 13, 2022 Proposal was “no longer subject to financing as a result of the Reporting Person’s receipt of the financing commitments . . . and is no longer subject to business due diligence.”

REQUEST NO. 11.

All Documents and Communications concerning (i) Equity Investor’s assertion, in a Tweet dated May 15, 2022, that “[t]here is some chance” that the percentage of bots and/or false or spam accounts “might be over 90% of daily active users”; and (ii) Equity Investor’s assertion, in a Tweet dated May 17, 2022, that “20% fake/spam accounts, while 4 times what Twitter claims, could be much higher,” including without limitation all Documents in Your possession, or of which You are aware, that supported these claims.

REQUEST NO. 12.

All Documents and Communications relating to the effects or potential effects of changes in the price of Tesla, Inc. common stock, on (i) the Merger; (ii) the Debt Financing; (iii) the Equity Financing; (iv) the Financing Commitments;

and/or (v) Defendants' intentions with respect to closing and/or efforts to close the Merger.

REQUEST NO. 13.

All Documents and Communications concerning Equity Investor's (i) efforts to ensure that he had the financial capacity to pay and perform his obligations in respect of the Equity Financing, including without limitation those relating to the status of or expected timeline for such efforts; and (ii) intended or expected sources of cash to fund his obligations in respect of the Equity Financing.

REQUEST NO. 14.

All Documents and Communications concerning Defendants' purported termination of the Merger Agreement, including without limitation those related to (i) any consideration of whether and on what grounds to purport to terminate the Merger Agreement; (ii) any consideration of potentially renegotiating the Merger Agreement; (iii) all Documents and Communications related to the preparation of the June 6, 2022 Letter; and (iv) all Documents and Communications related to the preparation of the July 8, 2022 Letter.

REQUEST NO. 15.

All Documents and Communications concerning Defendants' contention in the July 8, 2022 Letter that Twitter is "likely to suffer a Company Material Adverse Effect," including without limitation any valuations, forecasts, projections,

estimates, or other analyses relating to whether Twitter is likely to suffer a Company Material Adverse Effect.

REQUEST NO. 16.

All forecasts, projections, estimates, or other analyses created by Defendants, any one or more of Defendants' Advisors, You, any other one or more of the Lenders, and/or the Co-Investors, or on Your or their behalf, relating to Twitter's current or future performance, financial condition, or value, including without limitation any projections of Twitter's revenues, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses.

REQUEST NO. 17.

All Documents and Communications relating to any investment, involvement, potential investment, or potential involvement by Equity Investor, any affiliate of Equity Investor, You, any other one or more of the Lenders, the Co-Investors, and/or any other Person acting in concert with Equity Investor, either directly or indirectly, in any competitor to Twitter, whether or not such competitor is presently in existence.

REQUEST NO. 18.

All Documents and Communications concerning Equity Investor's strategic or business plans for Twitter, including without limitation (i) all Communications between You and Equity Investor, any one or more of Defendants' Advisors,

any other one or more of the Lenders, and/or the Co-Investors concerning any such plans; (ii) all drafts or iterations of any plans to address issues relating to false or spam accounts on the Twitter platform; (iii) all drafts or iterations of any plans relating to employee retention programs or incentives; and (iv) all drafts or iterations of any plans relating to potential changes to the size and/or composition of Twitter's workforce.

REQUEST NO. 19.

All Documents and Communications relating to the termination of Bob Swan and/or the cessation of Bob Swan's involvement on Defendants' behalf in connection with the Merger and the Debt Financing.

REQUEST NO. 20.

All Documents and Communications relating to the actual or potential engagement or involvement of Antonio Gracias to act on Defendants' behalf in connection with the Merger and the Debt Financing, including without limitation any summary or introductory information or briefing materials provided to him.

REQUEST NO. 21.

All Documents concerning Your policies regarding the retention or destruction of documents.