

affair under which petitioner's counsel had a heightened ethical duty of disclosure when making submissions to the court. *See* Del. L. R. Prof. Cond. 3.3(d). The Special Master shall determine whether Braziel has engaged in self-dealing transactions involving the Company. The Special Master shall evaluate whether Braziel used the court's processes such that the receivership proceeding resulted in an unfair outcome for the Company and its stockholders.

4. After conducting his investigation, the Special Master shall submit a report to the court. The report shall contain a recommendation as to whether further action should be taken. The Special Master will use his independent judgment. The Special Master is not required to recommend additional proceedings. If there is no substance to the allegations, or if additional proceedings are not warranted, then the Special Master will say so.

5. The Special Master shall serve at the pleasure of the court, and the provisions of this order shall remain in effect pending further order of the court. The Special Master has all powers and authority necessary to fulfill the charge set forth in this order. Included within this grant of authority are the powers to (i) communicate with the parties, (ii) require the parties to provide information, (iii) issue subpoenas and/or move for commissions, (iv) administer oaths and take testimony under oath, and (v) consult with the court *ex parte* (without the participation of the parties).

6. The Special Master shall be compensated for his time at his customary hourly rate. At his discretion, the Special Master may make use of partners, associates, and support staff within his firm who may bill at their customary hourly rates. The Special Master also

will be reimbursed for out-of-pocket expenses. The amounts referred to in this paragraph are referred to collectively as “Expenses.”

7. This matter is a continuation of the dissolution petition that petitioner filed. Accordingly, the Company will bear the Expenses.

8. The Special Master will provide monthly invoices to the Company. Within ten days after receiving an invoice, the Company shall make an interim payment in accordance with the payment allocation described above.

9. At the conclusion of his assignment, the Special Master shall petition the court for approval of the Expenses. If the court declines to approve any amounts previously paid, then the Special Master shall refund those amounts.

10. Any approved amounts that the Company fails to pay will be taxed as court costs and charged through the LexisNexis e-filing system.

11. The parties and their managers, members, assignees, directors, officers, employees, attorneys, and agents shall cooperate with the Special Master in the performance of his duties.

12. No party to this action, and no other person acting or purporting to act as a manager, member, assignee, director, officer, employee, attorney, or agent of a party, shall institute any proceeding in any forum other than this court challenging any action or recommendation by the Special Master.

13. The Special Master shall have no liability to the parties or any other person for actions taken in good faith pursuant to this order. In any challenge to the Special Master’s actions, the Special Master is presumed to have acted in good faith. The Special

Master shall be entitled to all protection, limitation from liability, and immunity available at law or in equity to a court-appointed representative including, without limitation, all protection, limitation from liability, and immunity provided by the indemnification provisions of applicable law. Expenses, including attorneys' fees, incurred by the Special Master in defending any civil, criminal, administrative, or investigative action, suit, or proceeding arising by reason of or in connection with the Special Master's appointment, or the performance of his duties hereunder, shall be paid by the parties in accordance with the payment allocation described above in advance of the final disposition of such action, suit, or proceeding, subject to the repayment of such amount if it shall be ultimately determined by this court that the Special Master is not entitled to be indemnified.

/s/ J. Travis Laster _____
Vice Chancellor Laster
January 11, 2022