IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TIMOTHY MCCANTS, LAURENȚIU OVIDIU CERNAHOSCHI, and THOMAS JOSEPH, on behalf of themselves and all similarly situated stockholders, Plaintiffs, v. GEOFFREY STRONG, OLIVIA WASSENAAR, WILSON HANDLER, CHRISTINE HOMMES, JOSEPH ROMEO, JAN WILSON, JOHN STICE, BARRY EDINBURG, SPARTAN ACQUISITION SPONSOR II LLC, APOLLO GLOBAL MANAGEMENT, INC., AP SPARTAN ENERGY HOLDINGS II, L.P., FTV-SUNLIGHT, INC., and TIGER CO-INVEST B SUNLIGHT BLOCKER, LLC, Defendants.	C.A. No. 2023-0694-PAF

AMENDED NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF STOCKHOLDER CLASS ACTION, SETTLEMENT HEARING, AND RIGHT TO APPEAR

The Delaware Court of Chancery authorized this Notice.
This is not a solicitation from a lawyer.

Notice of Pendency of Class Action: Please be advised that your rights will be affected by the above-captioned stockholder class action (the "Action") pending in the Court of Chancery of the State of Delaware (the "Court") if you were a public stockholder of Spartan Acquisition Corp. II (now known as Sunlight Financial Holdings, Inc.) ("Spartan" or "Sunlight" or the "Company") who held shares of Spartan Class A common stock as of 5:00 PM EDT on July 6, 2021 (the "Redemption Deadline"), either of record or beneficially, and who did not redeem all of their shares in connection with the business combination ("Merger") between Spartan and Sunlight Financial Holdings, LLC ("Legacy Sunlight").[1]

Notice of Settlement: Please also be advised that (i) plaintiffs Timothy McCants, Laurențiu Ovidiu Cernahoschi, and Thomas Joseph ("Plaintiffs"), individually and on behalf of the Class (defined in Paragraph 42 below); and (ii) defendants Geoffrey Strong, Olivia Wassenaar, Wilson Handler, Christine Hommes, Joseph Romeo, Jan Wilson, John Stice, Spartan Acquisition Sponsor II LLC, Apollo Global Management, Inc., AP Spartan Energy Holdings II, L.P. (collectively the "Spartan Defendants"), and Barry Edinburg (collectively with the Spartan Defendants, "Defendants," and Defendants together with Plaintiffs, the "Parties," and each a "Party"), have reached a proposed cash settlement for $8,000,000 in total (the "Settlement Amount"), as set forth in the Stipulation. The Settlement, if approved, will resolve all claims in the Action against the Defendants.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice explains how Class Members will be affected by the Settlement. The following table provides a brief summary of the rights you have as a Class Member and the relevant deadlines, which are described in more detail later in this Notice.

[1] Any capitalized terms used in this Notice that are not otherwise defined in this Notice shall have the meanings given to them in the Amended Stipulation and Agreement of Compromise and Settlement, dated July 14, 2026 (the "Stipulation" or "Settlement"). The Stipulation and Plaintiffs' Second Amended Complaint are available at www.SpartanDeSPACStockholderSettlement.com.

CLASS MEMBERS' LEGAL RIGHTS IN THE SETTLEMENT:	
TO RECEIVE A PAYMENT FROM THE SETTLEMENT.	If you are a member of the Class (defined in Paragraph 42 below), you may be eligible to receive a distribution from the Settlement proceeds. Eligible Class Members (defined in Paragraph 43 below) **must submit a claim form no later than November 7, 2026 in order to receive a distribution from the Settlement**, if approved by the Court. Your distribution from the Settlement will be paid to you directly. *See* Paragraphs 51-62 below for further discussion.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS *RECEIVED* NO LATER THAN SEPTEMBER 23, 2026.	If you are a member of the Class and would like to object to the proposed Settlement, the proposed Plan of Allocation, or Class Counsel's request for a Fee and Expense Award, you may write to the Court and explain the reasons for your objection.
ATTEND A HEARING ON OCTOBER 7, 2026, AT 9:15 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS *RECEIVED* NO LATER THAN SEPTEMBER 23, 2026.	Filing a written objection and notice of intention to appear that is received by **September 23, 2026** allows you to speak in Court, at the discretion of the Court, about your objection. In the Court's discretion, the **October 7, 2026** hearing may be conducted in person, by telephone or videoconference (*see* Paragraphs 75-83 below). If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.

WHAT THIS NOTICE CONTAINS

WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Class Members of the existence of the Action and the terms of the proposed Settlement. The Notice is also being provided to inform Class Members of a hearing that the Court has scheduled to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation for the Settlement proceeds, and the application by Class Counsel for a Fee and Expense Award in connection with the Settlement (the "Settlement Hearing"). *See* Paragraphs 75-83 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

2. The Court directed that this Notice be disseminated to you because you may be a member of the Class. As a Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how the Action and the proposed Settlement generally affect your legal rights.

<u>Please Note</u>: the Court may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Class.

3. The issuance of this Notice is not an expression by the Court of any findings of fact or any opinion concerning the merits of any claims in the Action, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement and it becomes final, then payments to Eligible Class Members will be made following the date the Judgment becomes final (the "Effective Date").

PLEASE NOTE: Receipt of the Summary Notice or this Notice does not necessarily mean that you are a Class Member or an Eligible Class Member or that you will be entitled to receive a payment from the Settlement.

WHAT IS THIS CASE ABOUT?

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO THE FOLLOWING MATTERS, AND THESE RECITATIONS SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

Factual Background

4. In August 2020, Spartan was incorporated in Delaware as a special purpose acquisition company to acquire a business that would be transformed or augmented from a combination of Spartan's relationships, knowledge, and experience in the energy value chain in North America.

5. On November 30, 2020, Spartan completed its initial public offering ("IPO") of 34,500,000 units at $10.00 per unit.

6. The funds raised from the IPO were placed in a trust account for the benefit of Spartan public stockholders, who had the right to redeem all or a portion of their shares of Common Stock at a per-share price, payable in cash, equal to their *pro rata* share of the aggregate amount on deposit in the trust account upon the occurrence of certain events.

7. On January 23, 2021, Spartan and Legacy Sunlight entered into a Business Combination Agreement, pursuant to which Legacy Sunlight would merge with and into a subsidiary of Spartan, and Spartan would be renamed Sunlight Financial Holdings, Inc.

8. On June 21, 2021, Spartan filed with the SEC a Definitive Proxy Statement relating to the Merger (the "Merger Proxy"). Holders of Spartan Class A common stock had until July 6, 2021 to redeem their shares for $10.00 per share. Spartan stockholders elected to redeem 19,227,063 shares.

9. On July 8, 2021, Spartan stockholders voted to approve the Merger at a special meeting.

10. On July 9, 2021, the Merger closed.

The Start Of This Action

11. In March 2023, Plaintiffs demanded to inspect Sunlight books and records pursuant to 8 *Del. C.* § 220, and Sunlight subsequently produced books and records to Plaintiffs.

12. On July 11, 2023, Plaintiffs commenced the Action by filing a verified class action complaint (the "Original Complaint"), which incorporated the facts discovered through Plaintiffs' books and records investigation, on behalf of themselves and purportedly on behalf of all other similarly situated former Spartan stockholders against Defendants and others including Matthew Potere, Brad Bernstein, and Emil Henry, Jr., asserting claims for breach of fiduciary duty, aiding and abetting breach of fiduciary duty, and unjust enrichment allegedly resulting from Defendants' alleged impairment of Spartan stockholders' redemption right in connection with the Merger.

13. On September 28, 2023, Defendants filed opening briefs in support of their motions to dismiss Plaintiffs' Original Complaint. The Opening Brief in Support of Brad Bernstein and Emil Henry Jr.'s Motion to Dismiss the Original Complaint noted that defendants FTV-Sunlight, Inc. and Tiger Co-Invest B Sunlight Blocker, LLC had ceased to exist in connection with the Merger's consummation.

14. On October 30, 2023, Plaintiffs dismissed Matthew Potere, Brad Bernstein, and Emil Henry, Jr. from the Action, without prejudice.

15. Also, on October 30, 2023, Plaintiffs filed the verified amended class action complaint against Defendants, again incorporating facts learned through their books and records investigation, and asserting claims for breach of fiduciary duty, aiding and abetting breach of fiduciary duty, and unjust enrichment.

16. On November 15, 2023, Plaintiffs filed the verified second amended class action complaint, again incorporating facts learned through their books and records investigation, asserting claims for breach of fiduciary duty, aiding and abetting breach of fiduciary duty, and unjust enrichment (the "Second Amended Complaint").

17. The Second Amended Complaint alleged claims against the Defendants for breach of fiduciary duties as conflicted controlling stockholders, directors, and/or officers, and it alleged that the Merger Proxy was materially misleading. In support of the claims, Plaintiffs alleged in the Second Amended Complaint that the Merger Proxy and other Spartan SEC filings: (i) misled stockholders as to the stated "Reasons for the Merger"; (ii) contained materially misleading and unrealistically optimistic financial projections for Legacy Sunlight; (iii) contained materially misleading representations about Spartan's Merger process, including that the Spartan Board meaningfully considered any merger partners other than Legacy Sunlight; (iv) concealed Legacy Sunlight's supply-chain and labor-shortage problems from stockholders; and (v) misrepresented the value of Spartan stock by indicating that it was worth $10.00 per share when Spartan actually had less than $10.00 in net cash per share.

18. The Second Amended Complaint sought an order from the Court declaring that this Action is properly maintainable as a class action; certifying the class proposed in the Second Amended Complaint; declaring or otherwise finding that the Spartan Defendants breached their fiduciary duties to Spartan stockholders; declaring or otherwise finding that Edinburg and the other defendants affiliated with Legacy Sunlight aided and abetted breaches of fiduciary duties; declaring or otherwise finding that the Defendants are liable for unjust enrichment; awarding Plaintiffs and other members of the Class damages in an amount which may be proved at trial, together with interest thereon; awarding Plaintiffs and other members of the Class rescissory damages; awarding Plaintiffs and the members of the Class pre-judgment and post-judgment interest, as well as their reasonable attorneys' and expert witness fees and other costs; ordering disgorgement of unjust enrichment to Plaintiffs and the Class; and granting such other and further relief as the Court deems just and proper.

19. On December 13, 2023, Plaintiffs served their First Request for the Production of Documents Directed to Defendants and First Set of Interrogatories Directed to the Individual Defendants.

The Motions To Dismiss

20. On December 22, 2023, Defendants filed opening briefs in support of their motions to dismiss Plaintiffs' Second Amended Complaint. Defendants argued that the Second Amended Complaint failed to state a claim because each of its claims required a material disclosure violation, which they contended was not adequately alleged.

21. The Spartan Defendants filed an Opening Brief in Support of the Spartan Defendants' Motion to Dismiss Plaintiffs' Verified Stockholder Second Amended Class Action Complaint. The Spartan Defendants argued that Plaintiffs' Second Amended Complaint did not adequately allege a disclosure violation. Specifically, and among other arguments, they argued that the Merger Proxy succinctly disclosed all information needed to calculate Spartan's net cash per share and that there was no disclosure violation for misstating or failing to disclose information regarding Spartan's net cash per share. They also argued that Plaintiffs' claims that the Merger Proxy failed to disclose Legacy Sunlight's allegedly declining pull-through rates and supply chain and labor market issues were not actionable because these issues were not known, if at all, until after the Merger closed and well after the Proxy was issued. As to Plaintiffs' claims that the merger solicitation materials contained materially misleading disclosures about solar component costs, the Spartan Defendants responded that the disclosures were about historical prices (as opposed to

recent, solar system component costs), and thus were not misleading. The Spartan Defendants also argued that the Merger Proxy's projections were protected forward looking statements and adequately counterbalanced by other information in the Proxy. The Spartan Defendants also argued that the unjust enrichment claim was duplicative of the breach of fiduciary duty claims and that it should be dismissed with the breach of fiduciary duty claims.

22. Defendant Barry Edinburg argued that the aiding and abetting and unjust enrichment claims against him should be dismissed. Specifically, Edinburg argued that the Second Amended Complaint failed to allege that he drafted a materially misleading investor presentation, knew that his disclosures in investor calls were false, and prepared Legacy Sunlight's projections himself. He also argued that the unjust enrichment claim should be dismissed for the same reasons as the breach of fiduciary duty claims.

23. Plaintiffs filed an answering brief in opposition to Defendants' motions on February 12, 2024. Plaintiffs argued that the Merger Proxy's depiction of Spartan shares as being worth $10 each was materially misleading because while the Merger Proxy disclosed Spartan's net cash, the Spartan Defendants were obligated to disclose Spartan's net-cash per share figure outright because it had materially less than $10 in net cash per share. Plaintiffs also argued that it is reasonable to infer that problems about Legacy Sunlight's pull-through rates, supply chains, and labor shortages were knowable before the Redemption Date because these problems surfaced shortly after the Merger's closing, and many of them were disclosed in the Company's first post-Merger investor call in August 2021. Plaintiffs argued that Legacy Sunlight's projections should not have been reaffirmed because the projections were made before Legacy Sunlight lost its major client that had accounted for more than 6% of its business, yet were reaffirmed after it lost its major client.

24. On March 11, 2024, Defendants filed reply briefs in support of their motions.

25. On April 25, 2024, following the exchange of mediation statements, the Parties participated in a full-day mediation before JAMS mediator Robert Meyer (the "Mediator"). The Parties were unable to resolve their dispute at that mediation.

26. On July 9, 2024, the parties in *Fung v. Sunlight Financial Holdings*, Inc., 1:22-cv-10658 (S.D.N.Y.), which included certain defendants who are also Defendants in this Action and in which the plaintiffs alleged misstatements and omissions in the Merger Proxy and in certain filings by Sunlight following the closing of the Merger, entered into a Stipulation of Settlement ("Federal Settlement") with a $3.5 million class recovery. The class in the *Fung* action, subject to certain exceptions, consisted of all persons and entities who (a) purchased the publicly traded common stock of Spartan or Sunlight between January 25, 2021 and September 28, 2022, both dates inclusive and/or (b) beneficially owned and/or held the common stock of Spartan as of June 1, 2021 and were eligible to vote at Spartan's July 8, 2021 special meeting.

27. The Federal Settlement contained an explicit carveout of the "the claims as asserted in the operative complaint filed on November 22, 2023 in the matter captioned *McCants, et al. v. Strong, et al.*, C.A. No. 2023-0694-PAF (Del. Ch.) (the 'Delaware Action') or any claims or allegations that may be added to the Delaware Action asserting that the defendants in the Delaware Action or their officers, directors, or affiliates breached their fiduciary duties, aided and abetted breaches of fiduciary duty, or were unjustly enriched, in each case by impairing the redemption rights of holders of Spartan common stock in advance of Spartan's business combination with legacy Sunlight."

28. The Federal Settlement also reserved the right to offset the damages in this Action: "nothing in the [Federal] Settlement shall in any way prevent anyone, including Defendants or their affiliates, from taking the position in the Delaware Action that any recovery to putative class members in that action should be reduced or offset by any recovery by the Settlement Class in this Action, or are eligible to recover as a result of the Settlement of this Action."

29. On September 18, 2024, the Court heard oral argument on Defendants' motions to dismiss Plaintiffs' Second Amended Complaint and took the motions under advisement.

30. On April 7, 2025, the Parties submitted a joint letter informing the Court that the Parties had scheduled a second mediation for July 23, 2025. In the letter, the Parties requested that the Court not issue a decision on the pending motions to dismiss while the Parties attempted to mediate the Action.

31. On April 8, 2025, the Court acknowledged the Parties' letter, stayed the action pending the mediation, and directed the Parties to submit a status report following the conclusion of the mediation.

32. On July 23, 2025, following the exchange of mediation statements, the Parties participated in a second full-day mediation with the Mediator. With the assistance and under the oversight of the Mediator, the Parties reached an agreement in principle to settle the Released Plaintiffs' Claims for $8.0 million in cash, subject to Court approval, the definitive terms of which are reflected in the Stipulation.

33. On August 5, 2025, the Parties submitted a joint letter informing the Court that the Parties had reached an agreement in principle to settle all claims asserted in the Action.

34. Although the Parties entered into an agreement to resolve the claims asserted in the Action, Defendants deny any and all allegations of wrongdoing, fault, liability, or damages with respect to the Released Plaintiffs' Claims, including, but not limited to, any allegations that Defendants have committed any violations of law or breach of any duty owed to Spartan stockholders, that the Merger was not entirely fair to, or in the best interests of, Spartan stockholders, that Defendants have acted improperly in any way, that Defendants have any liability or owe any damages of any kind to Plaintiffs or the Class, and/or that Defendants were unjustly enriched in the Merger. Defendants maintain that their conduct was at all times proper, in the best interests of Spartan and its stockholders, and in compliance with applicable law. Defendants also deny that Spartan's stockholders were harmed by any conduct of Defendants that was alleged, or that could have been alleged, in the Action. Defendants also argued that they did not provide materially misleading Merger disclosures, and that in any event the matters to which such disclosures relate did not cause the decline in the post-Merger Company's trading price, which was instead caused by other factors unmentioned in Plaintiffs' allegations such as interest rate increases. Defendants also maintain that even if the Class were to achieve a monetary recovery, such recovery would be offset by settlement in the Federal Action.

35. On August 19, 2025, the Parties executed a memorandum of understanding to memorialize the principal terms of the proposed settlement.

36. On January 29, 2026, the Court entered a Scheduling Order directing that a Notice of the Settlement be provided to potential Class Members, and scheduling a Settlement Hearing on May 1, 2026 to, among other things, consider whether to grant final approval of the Settlement.

37. On May 1, 2026, the Court denied Plaintiffs' Motion to Approve the Settlement, including because: (i) the notice of settlement that had been disseminated described neither the service awards sought by the named Plaintiffs nor the Defendants' defenses, (ii) the Court believed that proper notice would require mailing of the full Notice rather than just the Summary Notice, and (iii) the stipulation of settlement did not expressly address the effect of the settlement on FTV-Sunlight, Inc. and Tiger Co-Invest B Sunlight Blocker, LLC.

38. On May 28, 2026, the parties revised the Settlement to correct its notice and exclude FTV-Sunlight, Inc. and Tiger Co-Invest B Sunlight Blocker, LLC in the release. Those two entities were named as defendants in the litigation. The Opening Brief in Support of Brad Bernstein and Emil Henry Jr.'s Motion to Dismiss the Original Complaint noted that defendants FTV-Sunlight, Inc. and Tiger Co-Invest B Sunlight Blocker, LLC had ceased to exist in connection with the Merger's consummation. Plaintiffs' subsequent investigation has confirmed this representation. Because they ceased to exist at the time of the Merger, Plaintiffs' claims against these entities are moot, and the proposed final judgment to be entered in connection with the Settlement calls for the claims against the two entities to be dismissed without prejudice.

39. On June 15, 2026, the Court sent a letter to the parties informing them that it would "not approve the proposed plan of allocation" contained in the May Settlement and that "the plan of allocation shall be a claims-made process consistent with those approved in other class action settlements of litigation involving de-SPAC mergers." The Court then invited the parties to submit revised settlement documentation consistent with its instruction.

40. On July 13, 2026, the parties submitted to the Court revised settlement documentation to provide for a claims-made process consistent with the Court's directive.

41. On July 22, 2026, the Court entered a Scheduling Order directing that this Amended Notice of the Settlement be provided to potential Class Members, and scheduling the Settlement Hearing to, among other things, consider whether to grant final approval of the Settlement.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

42. If you are a member of the Class, you are subject to the Settlement. The Class preliminary certified by the Court solely for purposes of the Settlement consists of:

> All Persons who held shares of Spartan Class A common stock as of the Redemption Deadline, either of record or beneficially, and who did not redeem all of their shares, including their successors in interest who obtained their shares by operation of law, but excluding the Excluded Persons, who are Defendants, as well as the members of their immediate families, and any entity in which any of them has a controlling interest, and the heirs, successors, or assignees of any such excluded party. Excluded Persons also include any trusts, estates, entities, or accounts that held shares of Spartan for the benefit of any of the foregoing.

PLEASE NOTE: The Class is a non-opt-out settlement class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2). Accordingly, Class Members do not have the right to exclude themselves from the Class.

43. "Eligible Class Members" means those Class members who held Eligible Shares, *i.e.*, holders of Spartan Common Stock on July 6, 2021 who had the right to but did not exercise their redemption rights as to all shares of Common Stock held by them in connection with the Merger.

44. "Eligible Shares" means shares of Spartan Class A Common Stock owned by Class Members immediately after the Redemption Deadline that were not submitted for redemption in connection with the Merger.

WHAT ARE THE TERMS OF THE SETTLEMENT?

45. In consideration of the settlement of Released Plaintiffs' Claims (defined in Paragraph 73 below) against Released Defendant Parties (defined in Paragraph 73 below), the Defendants shall pay or cause to be paid $8,000,000 in total cash consideration for the benefit of the Class in accordance with the Stipulation. *See* Paragraphs 51-72 below for details about the distribution of the Settlement proceeds to Eligible Class Members.

WHAT ARE THE PARTIES' REASONS FOR THE SETTLEMENT?

46. The Settlement does not indicate or constitute an admission of any fault, flaw or infirmity in Plaintiffs' claims. Based upon their investigation and prosecution of the Action, Plaintiffs and Plaintiffs' Counsel believe that their claims in the Second Amended Complaint have substantial merit, but also believe that the Settlement set forth herein provides substantial and immediate benefits for the Class, including the $8,000,000 cash payment to be distributed to Eligible Class Members through a common fund.

47. In addition to these substantial benefits, Plaintiffs and Plaintiffs' Counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Action and the pending motions to dismiss; (ii) the probability of success on the merits; (iii) the inherent problems of proof associated with, and possible defenses to, the claims asserted in the Action; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Action against Defendants through trial and appeals; and (vi) the conclusion of Plaintiffs and Plaintiffs' Counsel that the terms and conditions of the Settlement and the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the claims asserted in the Action on the terms set forth herein.

48. Based on Plaintiffs' Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, including the briefing and oral argument upon Defendants' motions to dismiss, Plaintiffs' Counsel believes that the Settlement set forth in the Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon the evaluation of Plaintiffs' Counsel, Plaintiffs have determined that the Settlement is in the best interests of the Class, and have agreed to the terms and conditions set forth in the Stipulation.

49. As defenses, Defendants deny any and all allegations of wrongdoing, fault, liability, or damages with respect to the Released Plaintiffs' Claims, including, but not limited to, any allegations that Defendants have committed any violations of law or breach of any duty owed to Spartan stockholders, that the Merger was not entirely fair to, or in the best interests of, Spartan stockholders, that Defendants have acted improperly in any way, that Defendants have any liability or owe any damages of any kind to Plaintiffs or the Class, and/or that Defendants were unjustly enriched in the Merger. Defendants maintain that their conduct was at all times proper, in the best interests of Spartan and its stockholders, and in compliance with applicable law. Even if their motion to dismiss was denied, Defendants believe they have a number of defenses, including that any alleged disclosure violation will not be proven to be material and that Plaintiffs will not prove any Defendant knew or should have known of such violation. Further, Defendants maintain that the Merger was not a conflicted transaction, and therefore does not trigger the entire fairness standard of review, because Defendants' interests were aligned with public stockholders. And even if the entire fairness standard did apply, Defendants maintain that the Merger satisfied that standard and was entirely fair. Defendants also maintain that the matters to which the disclosures challenged by Plaintiffs did not cause the decline in the post-Merger Company's trading price, which was instead caused by other factors unmentioned in Plaintiffs' allegations such as interest rate increases. Moreover, Defendants believe that Plaintiff will not be able to show that certain specific Defendants took any part in making the challenged disclosures or that these Defendants received any benefit from the transaction. Defendants also deny that Spartan's stockholders were harmed by any conduct of Defendants that was alleged, or that could have been alleged, in the Action. Each of Defendants asserts that, at all relevant times, such Defendant acted in good faith and in a manner believed to be in the best interests of Spartan and all of its stockholders.

50. Nevertheless, Defendants have determined to enter into the Settlement on the terms and conditions set forth in the Stipulation solely to put the Released Plaintiffs' Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages. For the avoidance of doubt, nothing in the Stipulation or the Settlement shall be construed as an admission by Defendants of any wrongdoing, fault, liability, or damages whatsoever.

HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT BE? HOW WILL I RECEIVE MY PAYMENT?

51. Please Note: If you are eligible to receive a payment from the Net Settlement Fund, you must complete and submit a Claim Form in order to receive your payment. The Claim Form is being disseminated herewith, is appended to the Stipulation as Exhibit B-1, and can be viewed and downloaded at www.SpartanDeSPACStockholderSettlement.com. Completed Claim Forms must be postmarked or submitted electronically by no later than **November 7, 2026**, or they may be denied.

52. If the Settlement is approved by the Court and the Effective Date of the Settlement occurs, the Net Settlement Fund (that is, the Settlement Amount plus any interest accrued thereon after its deposit in the Escrow Account less (i) any Taxes or Tax Expenses, (ii) any Administration Costs or Notice Costs, (iii) any Fee and Expense Award awarded by the Court, and (iv) any other costs or fees approved by the Court) will be distributed in accordance with the proposed Plan of Allocation stated below or such other plan of allocation as the Court may approve.

53. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a Plan of Allocation, and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired. Approval of the Settlement is independent from approval of the Plan of Allocation. Any determination with respect to the Plan of Allocation will not affect the Settlement, if approved.

54. The Court may approve the Plan of Allocation as proposed, or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the Settlement website, www.SpartanDeSPACStockholderSettlement.com.

PROPOSED PLAN OF ALLOCATION

55. If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to Eligible Class Members who timely submit a valid and completed Claim Form (attached hereto as "Exhibit B-1") to the Settlement Administrator in accordance with this proposed Plan of Allocation or such other plan of allocation as the Court may approve. Claim Forms must be postmarked or submitted online on or before **November 7, 2026**. Eligible Class Members who do not timely submit a valid Claim Form will not be entitled to any distributions from the Net Settlement Fund as set forth in Paragraphs 59-62 herein, but will otherwise be bound by the Settlement. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Class. Any order modifying the Plan of Allocation will be posted on the Settlement Website: www.SpartanDeSPACStockholderSettlement.com.

56. The objective of the Plan of Allocation is to distribute the Net Settlement Fund equitably among those Eligible Class Members who suffered economic losses as a result of the alleged wrongdoing. The Plan of Allocation is not a formal damages analysis, and the calculations made in accordance with the Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Eligible Class Members might have been able to recover after a trial. Nor are the calculations in accordance with the Plan of Allocation intended to be estimates of the amounts that will be paid to Eligible Class Members under the Settlement. The computations under the Plan of Allocation are only a method to weigh, in a fair and equitable manner, the claims of Eligible Class Members against one another for the purpose of making pro rata allocations of the Net Settlement Fund. The formulas below are intended solely for purposes of this Plan of Allocation and cannot and should not be binding on Plaintiffs or any Class Member for any other purpose.

57. Excluded Persons shall not have any right to receive any part of the Settlement Fund for their own account(s) (i.e., accounts in which they hold any ownership interest), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, in each case under any theory, including, but not limited to, contract, application of statutory or judicial law, or equity.

58. Payment pursuant to the Plan of Allocation or other such plan of allocation as may be approved by the Court shall be final and conclusive against all Class Members. Plaintiffs, the Released Defendant Parties, and their respective counsel shall have no liability whatsoever for: (i) the determination, administration, or investment of the Settlement Fund or the Net Settlement Fund; (ii) the calculation or distribution of any payment from the Net Settlement Fund; (iii) the performance or nonperformance of the Settlement Administrator, Escrow Agent, or any

nominee holding shares on behalf of a Class Member; (iv) the determination, administration, payment, or withholding of Taxes (including interest and penalties) owed by the Settlement Fund; or (v) any losses incurred in connection with any of the foregoing.

CALCULATION OF TOTAL LOSS

59. Based on the formulas set forth below, a "Total Loss" will be calculated for each Eligible Share that is listed in the completed Claim Form and for which adequate documentation is provided to the Settlement Administrator, as follows:

a. The Total Loss for each Eligible Share sold at a price of $10.00 or greater shall be zero, plus the Nominal Amount (as defined below).

b. The Total Loss for each Eligible Share sold after the close of the market on July 6, 2021 and prior to the close of trading on July 11, 2023 (the date the Original Complaint was filed), at a price below $10.00, shall be calculated as the Redemption Price of $10.00 minus the sale price (on a split-adjusted basis), plus the Nominal Amount (as defined below).

c. The Total Loss for each Eligible Share held as of the close of trading on July 11, 2023 shall be $9.73 (calculated as the Redemption Price of $10.00 minus $0.37 (the closing price of Sunlight common stock on July 11, 2023, rounded to the cent) plus the Nominal Amount (as defined below)).

d. The Nominal Amount shall be $0.10 per share for each Eligible Share.

60. For the avoidance of doubt, there will be no Total Loss calculated for any share of Spartan Class A common stock redeemed in connection with the Merger. To the extent that the calculation of an Eligible Class Member's Total Loss results in a negative number, that number shall be set to zero.

61. The Net Settlement Fund shall be distributed to Eligible Class Members on a pro rata basis based on the relative size of the Eligible Class Member's Total Losses. Specifically, a "Claimed Distribution Amount" will be calculated for each Eligible Class Member, which will be the sum of the Eligible Class Member's Total Losses divided by the combined Total Loss for all Eligible Class Members, multiplied by the total amount in the Net Settlement Fund. If the Eligible Class Member's Claimed Distribution Amount calculates to less than $10.00, it will not be included in the calculation, and no distribution will be made to that Eligible Class Member; however, they will nevertheless be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Action.

62. If the sum total of Total Losses of all Eligible Class Members who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Eligible Class Member shall receive their pro rata share of the Net Settlement Fund. If the Net Settlement Fund exceeds the sum total amount of the Total Losses of all Eligible Class Members entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund shall be distributed pro rata to all Eligible Class Members entitled to receive payment. Defendants shall not have a reversionary interest in the Net Settlement Fund.

ADDITIONAL PROVISIONS

63. Any transaction in common stock executed outside regular trading hours for the U.S. financial market shall be deemed to have occurred during the next trading session.

64. All purchases, acquisitions, and sales shall exclude any fees, taxes, and commissions.

65. Purchases, acquisitions, and sales of Eligible Shares shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance, or operation of law of Eligible Shares shall not be deemed a purchase, acquisition, or sale of these Eligible Shares for the calculation of Total Loss, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of such Eligible Shares unless: (i) the donor or decedent purchased or otherwise acquired such Eligible Shares; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such Eligible Shares; and (iii) it is specifically so provided in the instrument of gift or assignment.

66. The date of covering a "short sale" is deemed to be the date of purchase or acquisition of Eligible Shares. The date of a "short sale" is deemed to be the date of sale of the Eligible Shares. Under the Plan of Allocation, however, the Total Loss on "short sales" is zero and the Total Loss on any portion of a purchase or acquisition that matches against (or "covers") a "short sale" is zero. The Total Loss on a "short sale" that is not covered by a purchase or acquisition is also zero.

67. The Eligible Shares are the only security eligible for recovery under the Plan of Allocation. Option contracts are not securities eligible to participate in the Settlement. With respect to Eligible Shares purchased or sold through the exercise of an option, the purchase/sale date of the Eligible Shares is the exercise date of the option and the purchase/sale price of the Eligible Shares is the exercise price of the option.

68. Distributions will be made to Eligible Class Members pursuant to this Plan of Allocation after all claims have been processed and after the Court has finally approved the Settlement.

69. In the event that any payment from the Net Settlement Fund is undeliverable or in the event a check is not cashed by the stale date (i.e., more than six months from the check's issue date), the following procedures shall govern:

a. For settlement funds distributed by a Custodian, the Custodian shall follow its respective policies with respect to further attempted distribution or escheatment;

b. For settlement funds distributed to Eligible Class Members directly by the Settlement Administrator, or for any funds returned by a Custodian to the Settlement Administrator, the Settlement Administrator shall use reasonable efforts to locate the Eligible Class Members and reattempt distribution. If after completion of such follow-up efforts $50,000 or more remains in the Net Settlement Fund, the Settlement Administrator shall conduct pro rata re-distributions of the remaining funds until the remaining balance is under $50,000. At such time as the remaining balance is less than $50,000, the remaining funds shall be distributed to the Combined Campaign for Justice, P.O. Box 2113, Wilmington, Delaware 19899, a 501(c)(3) charitable organization.

70. Payment pursuant to the Plan of Allocation or such other plan as may be approved by the Court for this Settlement shall be conclusive against all Eligible Class Members. No person shall have any claim against Plaintiffs, Plaintiffs' Counsel, any Plaintiffs' expert, Defendants or any of Released Defendants Parties, Defendants' Counsel, any of the other Eligible Class Members, or the Settlement Administrator or other agent designated by Plaintiffs' Counsel, arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further orders of the Court. Plaintiffs, Plaintiffs' Counsel, Defendants, Defendants' Counsel, and all other Released Parties shall have no responsibility for or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation, or payment of any submitted Claim Form or nonperformance of the Settlement Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

71. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any Eligible Class Member or claimant.

72. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its submitted Claim Form.

WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED?
WHAT CLAIMS WILL THE SETTLEMENT RELEASE?

73. If the Settlement is approved, the Court will enter an Order and Final Judgment (the "Order and Final Judgment") on the claims. Pursuant to the Order and Final Judgment, the claims asserted against Defendants in the Action will be dismissed with prejudice and the following releases will occur:

Release of Claims by Plaintiffs and the Class: Upon the Effective Date, the Released Plaintiff Parties shall have fully, finally, and forever released, settled, and discharged Released Defendant Parties from and with respect to every one of Released Plaintiffs' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of Released Plaintiffs' Claims against any of Released Defendant Parties.

"<u>Released Plaintiff Parties</u>" means the Plaintiffs, and each and every other member of the Class, on behalf of themselves and any and all of their respective agents, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, including Plaintiffs' Counsel, any experts engaged by Plaintiffs or Plaintiffs' Counsel in connection with the Action, and the Settlement Administrator, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only.

"<u>Released Defendant Parties</u>" means the Defendants, Matthew Potere, Brad Bernstein, and Emil Henry, Jr., and any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, estates, administrators, predecessors, successors, assigns and transferees, insurers, and reinsurers; provided however that the Released Defendant Parties shall not include FTV-Sunlight, Inc., Tiger Co-Invest B Sunlight Blocker, LLC.

"Released Plaintiffs' Claims" means, as against the Released Defendant Parties, to the fullest extent permitted by Delaware law, any and all manner of claims, including Unknown Claims, suits, actions, causes of action, demands, liabilities, losses, rights, obligations, duties, damages, disciplinary proceedings, diminution in value, disgorgement, debts, costs, expenses, interest, penalties, fines, sanctions, fees, attorneys' fees, expert or consulting fees, agreements, judgments, decrees, matters, allegations, issue, and controversies of any kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or unapparent, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, whether based on state, local, federal, foreign, statutory, regulatory, or common law or equity or otherwise, that (i) were alleged, asserted, set forth, or claimed in the Action, or (ii) could have been alleged, asserted, set forth, or claimed in the Action or in any other action in any other court, tribunal, proceeding, or other forum, by Plaintiffs or any other member of the Class individually or on behalf of the Class, arising out of, or relating to the Merger that was consummated on July 9, 2021 pursuant to the merger agreement dated January 23, 2021 between Spartan and Sunlight, including the proxy solicitation materials issued in connection therewith, provided, however, that the Released Plaintiffs' Claims shall not include (i) any claims to enforce the Stipulation, or (ii) any claims to enforce the Judgment entered by the Court.

Release of Claims by Defendants: Upon the Effective Date, Defendants shall have fully, finally, and forever released, settled, and discharged Released Plaintiff Parties from and with respect to every one of the Released Defendants' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of the Released Defendants' Claims against any of Released Plaintiff Parties.

"Released Defendants' Claims" means, as against the Released Plaintiff Parties, any and all claims, complaints, causes of action, disciplinary proceedings, liabilities, damages, or sanctions, including Unknown Claims, that have been or could have been asserted by Defendants, Matthew Potere, Brad Bernstein, and Emil Henry, Jr. in the Action, or in any court, tribunal, forum, or proceeding, which arise out of or relate in any way to the investigation, initiation, institution, prosecution, settlement, or dismissal of the Action; provided, however, that the Released Defendants' Claims shall not include (i) any claims to enforce the Stipulation, or (ii) any claims to enforce the Judgment entered by the Court.

"Unknown Claims" means any Released Plaintiffs' Claims and Released Defendants' Claims that a releasing Person does not know or suspect to exist in his, her, or its favor at the time of the release, which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Plaintiffs' Claims and Released Defendants' Claims, upon the Effective Date, Plaintiffs and Defendants shall expressly waive, and each of the Class Members and Released Defendant Parties shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by any law of the United States or any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs and Defendants acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiffs' Claims and the Released Defendants' Claims, but that it is the intention of Plaintiffs and Defendants, and by operation of law the Released Plaintiff Parties and the Released Defendant Parties, to completely, fully, finally, and forever extinguish any and all Released Plaintiffs' Claims and Released Defendants' Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiffs and Defendants also acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties by operation of law are deemed to acknowledge, that the inclusion of "Unknown Claims" in the definition of Released Plaintiffs' Claims and Released Defendants' Claims is separately bargained for and is a key element of the Settlement.

By Order of the Court, all proceedings in the Action against the Defendants, except for those related to the Settlement, have been stayed, and Plaintiffs and all other Class Members, and anyone acting or purporting to act on behalf of, in the stead of, or derivatively for, any Class Member, are barred and enjoined from commencing, pursuing, prosecuting, instigating, maintaining, or in any way participating in the commencement, pursuit, continuation, or prosecution of any action asserting any of the Plaintiffs' Released Claims against any of Released Defendant Parties pending final determination of whether the Settlement should be approved.

HOW WILL CLASS COUNSEL BE PAID?

74. Plaintiffs' Counsel have not received any payment for their services in pursuing claims in the Action on behalf of the Class, nor have Plaintiffs' Counsel been reimbursed for their litigation expenses incurred in connection with the Action. Before final approval of the Settlement, Plaintiffs' Counsel will apply to the Court for an award of fees and expenses to be paid from the Settlement Fund and approved by the Court in accordance with the Settlement, in full satisfaction of any and all claims for attorneys' fees or expenses that have been, could be, or could have been asserted by Plaintiffs' Counsel or any other counsel for any Class Member (the "Fee and Expense Award"). Plaintiffs' Counsel will seek a Fee and Expense Award consisting of attorneys' fees in a value not to exceed 20% of the Settlement Amount, plus an award of expenses incurred in connection with the Action which shall exclude Notice and Administration Costs and shall not exceed $250,000 (the "Fee Application"), which application will be wholly inclusive of any request for attorneys' fees and expenses by Plaintiffs' Counsel in connection with the Settlement. Plaintiffs' Counsel will also seek a service award in the amount of up to $2,500.00 for each of the three representative Plaintiffs (the "Service Awards"), and will ask the Court to permit the Service Awards to be paid out of the Fee and Expense Award. Defendants will not oppose or otherwise dispute the Fee Application, and if approved, it will be paid from the Settlement Amount.

WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD?
DO I HAVE TO COME TO THE HEARING?
MAY I SPEAK AT THE HEARING IF I DO NOT LIKE THE SETTLEMENT?

75. **Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the Settlement Hearing. Class Members can recover from the Settlement without attending the Settlement Hearing.**

76. Please Note: The date and time of the Settlement Hearing may change without further written notice to Class Members. In addition, the Court may decide to conduct the Settlement Hearing remotely by telephone or videoconference, or otherwise allow Class Members to appear at the hearing remotely by phone or video, without further written notice to Class Members. **In order to determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate remotely by phone or video, it is important that you monitor the Court's docket and the Settlement website, www.SpartanDeSPACStockholderSettlement.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing, or updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement website, www.SpartanDeSPACStockholderSettlement.com. Also, if the Court requires or allows Class Members to participate in the Settlement Hearing remotely by telephone or videoconference, the information needed to access the conference will be posted to the Settlement website, www.SpartanDeSPACStockholderSettlement.com.**

77. The Settlement Hearing will be held on **October 7, 2026, at 9:15 a.m.**, before The Honorable Paul A. Fioravanti, Jr., Vice Chancellor, either in person at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801, or remotely by telephone or videoconference (in the discretion of the Court), to, among other things: (i) determine whether to finally certify the Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) determine whether Plaintiffs and Plaintiffs' Counsel have adequately represented the Class, and whether Plaintiffs should be finally appointed as Class representatives for the Class and Plaintiffs' Counsel should be finally appointed as Class counsel for the Class; (iii) determine whether the Settlement and the proposed Plan of Allocation should be approved by the Court as fair, reasonable, adequate, and in the best interests of the Class; (iv) determine whether an Order and Final Judgment should be entered pursuant to the Stipulation; (v) determine whether and in what amount any Fee and Expense Award should be paid to Plaintiffs' Counsel out of the Settlement Fund and the application for service awards to Plaintiffs; (vi) hear and determine any objections to the Settlement, the proposed Plan of Allocation, Plaintiffs' Counsel's application for an award of attorneys' fees and expenses, or the application for any service award to Plaintiffs; and (vii) rule on such other matters as the Court may deem appropriate.

78. Any Class Member may file a written objection to the Settlement, the proposed Plan of Allocation, and/or Plaintiffs' Counsel's application for the Fee and Expense Award (an "Objector"); provided, however, that no Objector shall be heard or entitled to object unless **on or before September 23, 2026,** such person (1) files their written objection, together with copies of all other papers and briefs supporting the objection specified in Paragraph 79 below, with the Register in Chancery at the address set forth below; (2) serves such papers (electronically by File & ServeXpress, by hand, by first class U.S. mail, or by express service) on Plaintiffs' Counsel and Defendants' Counsel at the addresses set forth below; and (3) emails a copy of the written objection to the below email addresses for Plaintiffs' Counsel and Defendants' Counsel.

REGISTER IN CHANCERY
Register in Chancery Court of Chancery of the State of Delaware Leonard L. Williams Justice Center 500 North King Street Wilmington, Delaware, 19801

PLAINTIFFS' COUNSEL
Tiffany Geyer Lydon, Esquire ASHBY & GEDDES, P.A. 500 Delaware Avenue, 8th Floor Wilmington, DE 19801 tlydon@ashbygeddes.com
SPARTAN DEFENDANTS' COUNSEL
Kevin R. Shannon, Esquire Matthew F. Davis, Esquire POTTER ANDERSON & CORROON LLP 1313 North Market Street, 7th Floor Wilmington, DE 19801 kshannon@potteranderson.com mdavis@potteranderson.com
DEFENDANT BARRY EDINBURG'S COUNSEL
Kevin J. Mangan, Esquire Womble Bond Dickinson (US) LLP 1313 North Market Street, Suite 1200 Wilmington, DE 19801 Kevin.mangan@wbd-us.com

79. Any objections must: (i) identify the name, address, and telephone number of the objector and, if represented, their counsel, (ii) provide proof of membership in the Class, (iii) contain a written statement describing such person's objections to any matter before the Court, (iv) set forth the grounds for such objections and any reasons for such person's desiring to appear and be heard, and (v) attach or include all documents and writings such person desires the Court to consider. Documentation establishing that an Objector is a member of the Class may consist of copies of monthly brokerage account statements or an authorized statement from the Objector's broker containing the transactional and holding information found in an account statement. Plaintiffs' Counsel may request that the Objector submit additional information or documentation sufficient to prove that the Objector is a Class Member.

80. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

81. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Plaintiffs' Counsel and Defendants' Counsel at the mailing and email addresses set forth in Paragraph 78 above so that the notice is ***received* on or before September 23, 2026.**

82. The Settlement Hearing may be adjourned by the Court without further written notice to Class Members. If you intend to attend the Settlement Hearing, you should confirm the date and time with Plaintiffs' Counsel or the Settlement Administrator.

83. **Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection (including the right to appeal) and shall be forever foreclosed from making any objection to the Settlement, the proposed Plan of Allocation, Plaintiffs' Counsel's application for the Fee and Expense Award, or any other matter related to the Settlement or the Action, and will otherwise be bound by the Order and Final Judgment to be entered and the releases to be given. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.**

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

84. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801. Additionally, copies of the Stipulation, the Complaint, and any related orders entered by the Court will be posted on the Settlement website, **www.SpartanDeSPACStockholderSettlement.com**. If you have questions regarding the Settlement, you may contact the Settlement Administrator: Spartan Stockholder Settlement, c/o Epiq, PO Box 2258, Portland, OR 97208-2258.

WHAT IF I HELD STOCK ON SOMEONE ELSE'S BEHALF?

85. If you are a broker or other nominee that held Spartan common stock at any time during the Class Period for the beneficial interest of persons or entities other than yourself, you are requested, within seven (7) calendar days of receipt of this Notice, to either: (i) request from the Settlement Administrator sufficient copies of the Notice Package to forward to all such beneficial owners, and within seven (7) calendar days of receipt of those the Notice Packages forward them to all such beneficial owners; or (ii) provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Settlement Administrator at: Spartan Stockholder Settlement, c/o Epiq Systems, Inc., PO Box 2258, Portland, OR 97208-2258. If you choose the second option, the Settlement Administrator will send a copy of the Notice Package to the beneficial owners. Nominees who elect to send the Notice Package to their beneficial owners are requested to send a statement to the Settlement Administrator confirming the mailing was made and to retain their mailing records for use in connection with any further notices that may be provided in the Action.

86. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought. Reasonable expenses actually incurred in connection with the foregoing include up to $0.05 per record for providing names, addresses, and, if available, email addresses to the Settlement Administrator, up to a maximum of $0.05 per Notice Package mailed by you, plus postage at the rate used by the Settlement Administrator, or $0.05 per Notice Package sent by email. A copy of the Notice Package may also be obtained from the Settlement website, **www.SpartanDeSPACStockholderSettlement.com**, by calling the Settlement Administrator at 1-877-748-7038, or by emailing the Settlement Administrator at **info@SpartanDeSPACStockholderSettlement.com**.

DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE REGISTER IN CHANCERY REGARDING THIS NOTICE.

BY ORDER OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE:

Dated: August 21, 2026