



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

ORDER AND FINAL JUDGMENT

WHEREAS, a stockholder class action is pending in this Court in the above-captioned action (the "Action");

WHEREAS, an Amended Stipulation and Agreement of Compromise, Settlement, and Release, dated as of July 13, 2026 (the "Stipulation" or "Settlement"), has been entered into by and among: (i) plaintiffs Timothy McCants, Laurențiu Ovidiu Cernahoschi, and Thomas Joseph ("Plaintiffs"), individually and

on behalf of the Class; 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 Plaintiff, the “Parties,” and each a “Party”),

WHEREAS, the Stipulation provides for a settlement, subject to the approval of the Court, among the Parties and for dismissal of the claims against the Defendants in their various capacities as directors, officers, and/or alleged controllers of Spartan Acquisition Corp. II (“Spartan”) or Sunlight Financial, LLC upon the terms and conditions set forth in the Stipulation; and

WHEREAS, except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Order and Final Judgment; and

WHEREAS, by Order dated July 22, 2026 (the “Amended Scheduling Order”), the Court (i) preliminarily certified the Class solely for purposes of effectuating the Settlement; (ii) ordered that the Notice Package, Claim Form, and Summary Notice of the proposed Settlement be provided to potential Class Members; (iii) provided Class Members with the opportunity to object to the proposed Settlement, the proposed Plan of Allocation, and/or Plaintiffs’ Counsel’s

application for a Fee and Expense Award; and (iv) scheduled a hearing regarding final approval of the Settlement; and

WHEREAS, the Court conducted a hearing on October 7, 2026 (the “Settlement Hearing”) to: (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 proposed Settlement should be approved as fair, reasonable, and adequate to the Class and in the best interests of the Class; (iv) determine whether the claims should be dismissed with prejudice and the Releases provided under the Stipulation should be granted; (v) determine whether the Order and Final Judgment approving the Settlement should be entered; (vi) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vii) determine whether and in what amount any Fee and Expense Award should be paid to Plaintiffs’ Counsel out of the Settlement Fund and whether and in what amount any service awards to Plaintiffs should be paid out of the Fee and Expense Award; (viii) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or Plaintiffs’ Counsel’s application for a Fee and Expense Award; and (ix) consider

any other matters that may properly be brought before the Court in connection with the Settlement; and

WHEREAS, it appearing that due notice of the Settlement and the hearing has been given in accordance with the Amended Scheduling Order; the Parties having appeared by their respective attorneys of record; the Court having heard and considered argument and evidence in support of the proposed Settlement, the Plan of Allocation, and the application by Plaintiffs' Counsel for a Fee and Expense Award; the attorneys for the respective Parties having been heard; an opportunity to be heard having been given to all Class Members requesting to be heard in accordance with the Amended Scheduling Order; the Court having determined that the notice to Class Members was adequate and sufficient; and the entire matter of the proposed Settlement having been heard and considered by the Court;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THIS 7th DAY OF OCTOBER, 2026, THAT:

1. The Court has jurisdiction over the subject matter of the claims in the Action, and all matters relating to the Settlement, as well as personal jurisdiction over the Parties, and the Class Members, and it is further determined that Plaintiffs, Defendants, and the Class, as well as any and all of their respective representatives, trustees, executors, administrators, estates, heirs, successors in interest, successors, predecessors in interest, predecessors, transferees, and assigns, immediate and

remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective successors in interest, successors, predecessors in interest, predecessors, transferees, and assigns, are bound by this Order and Final Judgment.

2. The mailing and publication of the Notice Package, consisting of the Notice substantially in the form attached as Exhibit B to the Stipulation, Claim Form, substantially in the form attached as Exhibit B-1 to the Stipulation, and Plan of Allocation, substantially in the form attached as Exhibit E to the Stipulation, and dissemination of the Summary Notice, substantially in the form attached as Exhibit D to the Stipulation, pursuant to and in the manner prescribed in the Amended Scheduling Order, combined with the posting of the Stipulation and all exhibits thereto, Notice, Claim Form, and Summary Notice on the Settlement Administrator's website, pursuant to and in the manner prescribed in the Amended Scheduling Order, is hereby determined to be the best notice reasonably practicable under the circumstances, to constitute due and sufficient notice to all Persons entitled to receive notice of the Settlement, and in full compliance with Delaware Court of Chancery Rule 23, the requirements of due process, and all other applicable law and rules.

3. The Court hereby finally certifies the Action, for purposes of the Settlement only, as a non-opt-out class action pursuant to Court of Chancery Rules

23(a), 23(b)(1), and 23(b)(2), on behalf of the following class (the “Class”):

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.

4. The Court hereby finally appoints Plaintiffs as Class representatives and Plaintiffs’ Counsel, Levi & Korsinsky, LLP, as lead counsel for the Class, and Ashby & Geddes, P.A. as additional counsel for the Class. Plaintiffs and Plaintiffs’ Counsel have fairly and adequately represented the Class, both in terms of litigating the claims in the Action and for purposes of entering into and implementing the Settlement.

5. For purposes of the Settlement only, the Court finds that each element required for certification of the Class pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) has been met in that: (a) the Persons who are members of the Class (collectively, the “Class Members”) are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of Plaintiffs are typical of the claims of the Class; (d) in connection with the prosecution of the claims in the Action and the Settlement, Plaintiffs and Plaintiffs’ Counsel have fairly and adequately represented and protected the interests of the Class; (e) the prosecution of separate actions by individual Class Members would create a risk of inconsistent adjudications that

would establish incompatible standards of conduct for Defendants, and, as a practical matter, the disposition of the Action as against Defendants would be dispositive of the interests of the other members not parties to the individual adjudications or would substantially impair or impede their ability to protect their interests; and (f) Defendants are alleged to have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate declaratory relief with respect to the Class as a whole.

6. The Settlement as provided for in the Stipulation is approved as fair, reasonable, and adequate, and in the best interests of the Class.

7. Pursuant to Court of Chancery Rule 23, the Court fully and finally approves the Settlement in all respects, the Parties are hereby authorized and directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation, and the Register of Chancery is directed to enter and docket this Order and Final Judgment dismissing the claims in the Action in their entirety and with prejudice.

8. The Stipulation shall be binding upon and inure to the benefit of the Released Parties.

9. Upon the Effective Date, Plaintiffs and each and every Class Member, as well as their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates,

heirs, assigns, and transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only, 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.

10. Upon the Effective Date, Defendants, as well as each of their respective current and former parents, affiliates, subsidiaries, committees, insurers, reinsurers, attorneys, heirs, executors, administrators, trustees, estates, employees, officers, directors, predecessors, predecessors-in-interest, successors, successors-in-interest, immediate family members, beneficiaries, assigns, and any entity under their control, shall have fully, finally, and forever released, settled, and discharged Released Plaintiff Parties from and with respect to every one of Released Defendants' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of Released Defendants' Claims against any of Released Plaintiff Parties.

11. Upon the Effective Date, any claims by or against a Released

Defendant Party in which the injury claimed is the claimant's actual or threatened liability to Plaintiffs or any other Class Member arising out of or relating to the subject matter of the Action, including, without limitation, any claims for contribution in accordance with 10 *Del. C.* § 6304 and any similar laws and statutes, are hereby barred; provided, however, that any claims by a Defendant for advancement or indemnification of legal fees and other litigation costs and expenses arising out of the Action shall not be barred.

12. The terms of the Settlement were negotiated at arm's length and in good faith, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

13. Plaintiffs' Counsel are hereby awarded attorneys' fees and expenses in the amount of \$800,000 (the "Fee and Expense Award"), which amount the Court finds to be fair and reasonable. The Fee and Expense Award shall be paid solely out of the Settlement Fund. Neither Plaintiffs, nor Plaintiffs' Counsel, nor any Class Member, shall make, or assist any other counsel in making, any application for an award of fees, cost, or expenses in any other jurisdiction from Defendants, or any of Released Defendant Parties, in connection with the Settlement.

14. Plaintiffs are hereby awarded service awards in the amount of \$2,500, per each Plaintiff, which shall be paid out of the Fee and Expense Award.

15. The Court hereby finds and concludes that the formula for the calculation of payments to Eligible Class Members, as set forth in the Plan of Allocation and in the Notice, provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund among Eligible Class Members with due consideration having been given to administrative convenience and necessity.

16. The binding effect of this Order and Final Judgment and the obligations of Plaintiffs, Class Members, and Defendants under the Stipulation shall not be conditioned upon or subject to the resolution of any appeal from this Order and Final Judgment that relates solely to the Fee and Expense Award or to the Plan of Allocation.

17. The Parties and all Class Members shall be and are deemed bound by the Stipulation and this Order and Final Judgment. This Order and Final Judgment, including the release of all Released Plaintiffs' Claims against all of Released Defendant Parties; and the release of all Released Defendants' Claims against all Released Plaintiffs Parties, shall have *res judicata*, collateral estoppel, and all other preclusive effect in all pending and future lawsuits, arbitrations, or other proceedings involving any of the Released Claims against any of the Released Parties.

18. The Court finds and concludes that the Parties and their respective counsel have complied in all respects with the strictures of Delaware Court of

Chancery Rule 11 in connection with the institution, prosecution, defense, and settlement of the Action.

19. If the Settlement is terminated as provided in the Stipulation or the Effective Date otherwise fails to occur, (a) this Order and Final Judgment shall be rendered null and void and shall be vacated; (b) all orders entered and releases delivered in connection herewith shall be null and void; (c) all of the Parties shall be deemed to have reverted to their respective litigation statuses as of immediately prior to the execution of the settlement memorandum of understanding on August 19, 2025 (the "Settlement Term Sheet"), and they shall proceed in all respects as if the Settlement Term Sheet and the Stipulation had not been executed and any related orders had not been entered; (d) all claims and defenses as to any issue in the claims in the Action shall be preserved without prejudice; and (e) the statements made in connection with the negotiation of the Settlement Term Sheet and the Stipulation shall not be deemed to prejudice in any way the positions of any of the Parties with respect to the Action, or to constitute an admission by any Party, and shall not be used or entitle any Party to recover any fees, costs, or expenses incurred in connection with the Action.

20. Neither the Settlement Term Sheet, the Stipulation, the fact of or any terms and conditions of the Settlement, nor any communications relating thereto, are evidence, or a presumption, admission, or concession by any Party of any

wrongdoing, fault, liability, or damages whatsoever, which are expressly denied and disclaimed by each of the Parties. Neither the Settlement Term Sheet, the Stipulation, nor any of their terms, conditions, and provisions, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statements in connection therewith, shall (a) be argued to be, used, or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury, or damages, or of any wrongful conduct, acts, or omissions on the part of any of Released Defendant Parties, or of any infirmity of any defense, or of any damage to Plaintiffs or any Class Member; (b) otherwise be used to create or give rise to any inference or presumption against any of Released Defendant Parties concerning any fact alleged or that could have been alleged, or any claim asserted or that could have been asserted, in the claims in the Action, or of any purported liability, fault, or wrongdoing of any of Released Defendant Parties or of any injury or damages to any Person; (c) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or finding that any of Plaintiffs' claims lack merit in any respect whatsoever, that any of Defendants had meritorious defenses, or that damages recoverable from Defendants in connection

with the claims would not have exceeded the Settlement Amount; or (d) be admissible, referred to, interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any Person in the Action, or in any other suit, action, or proceeding whatsoever, whether civil, criminal, or administrative; provided, however, that the Stipulation and/or this Order and Final Judgment may be introduced in any suit, action, or proceeding, whether in this Court or otherwise, as may be necessary to enforce its terms or to argue that the Stipulation and/or this Order and Final Judgment has *res judicata*, collateral estoppel, or other issue or claim preclusive effect, or to otherwise consummate or enforce the Stipulation, Settlement, and/or this Order and Final Judgment, including, without limitation, to secure any insurance rights or proceeds, or as otherwise required by law. This provision shall remain in force in the event that the Settlement is terminated for any reason whatsoever.

21. Without further order of the Court, the Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of the Stipulation and the Settlement.

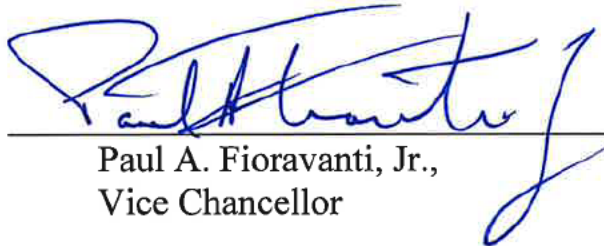
22. Without affecting the finality of this Order and Final Judgment in any way, the Court reserves jurisdiction over all matters relating to the administration and consummation of the Settlement, including distribution of the Net Settlement Fund. Following completion of the claims process by the Settlement Administrator,

Plaintiffs' Counsel shall file a motion with the Court seeking final authorization to distribute the Net Settlement Fund consistent with the Plan of Allocation and the Eligible Claims submitted.

23. All claims in the Action against the Released Defendant Parties are hereby dismissed in their entirety and with prejudice.

24. All claims in the Action against FTV-Sunlight and Tiger Co-Invest, which ceased to exist at the time of the Merger, are hereby dismissed in their entirety without prejudice.

25. The Parties are to bear their own costs, except as otherwise provided in this Order and Final Judgment, the Amended Scheduling Order, and the Stipulation.



Paul A. Fioravanti, Jr.,
Vice Chancellor