

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

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 29 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 Stipulation and Agreement of Settlement, Compromise, and Release, dated December 11, 2025 (the “Stipulation” or “Settlement”). A copy of the Stipulation is available at www.SpartanDeSPACStockholderSettlement.com.

CLASS MEMBERS' LEGAL RIGHTS IN THE SETTLEMENT:

RECEIVE A PAYMENT FROM THE SETTLEMENT. CLASS MEMBERS DO NOT NEED TO SUBMIT A CLAIM FORM.	If you are a member of the Class (defined in Paragraph 28 below), you may be eligible to receive a <i>pro rata</i> distribution from the Settlement proceeds. Eligible Class Members (defined in Paragraph 29 below) do not need to submit a claim form 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. <i>See</i> Paragraphs 41-47 below for further discussion.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN APRIL 17, 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 MAY 1, 2026, AT 11:00 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN APRIL 17, 2026.	Filing a written objection and notice of intention to appear that is received by April 17, 2026 allows you to speak in Court, at the discretion of the Court, about your objection. In the Court's discretion, the May 1, 2026 hearing may be conducted in person, by telephone or videoconference (<i>see</i> Paragraphs 50-53 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?	2
WHAT IS THIS CASE ABOUT?	3
HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?	4
WHAT ARE THE TERMS OF THE SETTLEMENT?	5
WHAT ARE THE PARTIES' REASONS FOR THE SETTLEMENT?.....	5
HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT BE? HOW WILL I RECEIVE MY PAYMENT?	6
WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED? WHAT CLAIMS WILL THE SETTLEMENT RELEASE? ..	7
HOW WILL CLASS COUNSEL BE PAID?.....	8
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?	9
CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?.....	10
WHAT IF I HELD STOCK ON SOMEONE ELSE'S BEHALF?.....	11

1. 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 50-53 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.

Please Note: 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.

2. 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.

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 stockholder 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. Plaintiffs sought, *inter alia*, rescissory damages and other relief as deemed just and proper by the Court.

18. 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.

19. On December 22, 2023, Defendants filed opening briefs in support of their motions to dismiss Plaintiffs’ Second Amended Complaint. Plaintiffs filed an answering brief in opposition to Defendants’ motions on February 12, 2024 and, on March 11, 2024, Defendants filed reply briefs in support of their motions.

20. 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.

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

22. 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.

23. 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.

24. 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.

25. 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.

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

27. On January 29, 2026, the Court entered a Scheduling Order directing that this 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.

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

28. 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.

29. “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.

30. “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.

4. WHAT ARE THE TERMS OF THE SETTLEMENT?

31. In consideration of the settlement of Released Plaintiffs’ Claims (defined in Paragraph 48 below) against Released Defendant Parties (defined in Paragraph 48 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 37-47 below for details about the distribution of the Settlement proceeds to Eligible Class Members.

5. WHAT ARE THE PARTIES’ REASONS FOR THE SETTLEMENT?

32. 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.

33. 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.

34. 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.

35. 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. 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.

36. 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.

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

37. Please Note: If you are eligible to receive a payment from the Net Settlement Fund, you do not have to submit a claim form in order to receive your payment.

38. 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.

39. 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.

40. 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

41. The Net Settlement Fund will be distributed to Eligible Class Members on a *pro rata* basis per Eligible Share held by the Eligible Class Members.

42. 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.

43. Each Eligible Class Member shall receive a *pro rata* payment from the Net Settlement Fund equal to the product of (a) the Net Settlement Fund; and (b) a fraction, the numerator of which is the number of Eligible Shares held by the Eligible Class Member, and the denominator of which is a number representing the total number of Eligible Shares.

44. Subject to Court approval in a Class Distribution Order, Plaintiffs' Counsel will direct the Settlement Administrator to conduct the distribution of the Net Settlement Fund to Eligible Class Members as follows:

a. The Settlement Administrator will cause that portion of the Net Settlement Fund to be allocated to Eligible Class Members who held their Eligible Shares through DTC Participants to be paid to the DTC Participants, subject to payment suppression instructions with respect to shares held by Excluded Persons and all other shares ineligible for recovery from the Settlement. The DTC Participants and their respective customers, including any intermediaries, shall then ensure *pro rata* payment to each Eligible Class Member based on the number of Eligible Shares beneficially owned by such Eligible Class Member. Consistent with this method of distribution, if a Class Member's Eligible Shares were held in "street name" in a brokerage account, that Class Member's broker will be responsible for depositing its Settlement payment into that same brokerage account.

b. 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. For settlement funds distributed by a Custodian, the Custodian shall follow its respective policies with respect to further attempted distribution or escheatment. 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* redistributions of the remaining funds. Following such re-distribution, any remaining funds shall be distributed as a *cy pres* award to the Combined Campaign for Justice, P.O. Box 2113, Wilmington, DE 19899, a 501(c)(3) charitable organization.

45. The Net Settlement Fund shall be distributed to Eligible Class Members only after the Effective Date of the Settlement and after all Notice and Administration Costs, all Taxes and Tax Expenses, and any Fee and Expense Award have been paid from the Settlement Fund or reserved.

46. 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.

47. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, Defendants, the Released Defendant Parties, and any other person or entity who or which paid any portion of the Settlement Amount shall have no right to the return of the Settlement Amount or any portion thereof for any reason whatsoever, including the inability to locate Class Members or the failure of Eligible Class Members to deposit settlement funds distributed by the Settlement Administrator.

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

48. 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.

“Released Plaintiff Parties” means 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.

“Released Defendant Parties” means 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.

“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 RELEASING 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.

8. HOW WILL CLASS COUNSEL BE PAID?

49. 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. Defendants will not oppose or otherwise dispute the Fee Application, and if approved, it will be paid from the Settlement Amount.

9. 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?

50. 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.

51. 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.**

52. The Settlement Hearing will be held on **May 1, 2026, at 11:00 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 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 in the Action 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; (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.

53. 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 April 17, 2026**, such person (1) files their written objection, together with copies of all other papers and briefs supporting the objection specified in Paragraph 54 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 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, 8 th Floor Wilmington, DE 19899 tlydon@ashbygeddes.com

SPARTAN DEFENDANTS' COUNSEL
Kevin R. Shannon, Esquire Matthew F. Davis, Esquire POTTER ANDERSON & CARROON LLP 1313 North Market Street, 6 th Floor Wilmington, DE 19801 kshannon@potteranderson.com mdavis@potteranderson.com
DEFENDANT BARRY EDINBERG'S COUNSEL
Kevin J. Mangan, Esquire Womble Bond Dickerson (US) LLP 1313 North Market Street, Suite 1200 Wilmington, DE 19801 Kevin.mangan@wbd-us.com

54. 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.

55. 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.

56. 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 53 above so that the notice is **received on or before April 17, 2026**.

57. 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.

58. 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.

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

59. 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 Systems, Inc., PO Box 2258, Portland, OR 97208-2258.

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

60. 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 this Notice to forward to all such beneficial owners, and within seven (7) calendar days of receipt of those Notices 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 to the beneficial owners.

61. 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. A copy of this Notice 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: February 27, 2026