



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

**STIPULATION AND [PROPOSED] ORDER REGARDING
AGREEMENT OF COMPROMISE AND SETTLEMENT**

This Stipulation and Agreement of Compromise and Settlement (with the Exhibits hereto, the “Stipulation” and the settlement contemplated herein, the “Settlement”) in the above-captioned action (the “Action”), filed in the Delaware Court of Chancery (the “Court”), is made and entered into as of December 11, 2025 by and between: (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 (“Spartan Sponsor”), Apollo Global Management, Inc., AP Spartan Energy Holdings II, L.P. (collectively the “Spartan Defendants”), and Barry Edinburg (“Edinburg,” collectively with the Spartan Defendants, “Defendants,” and Defendants together with Plaintiff, the “Parties,” and each a “Party”), by and through their respective undersigned counsel.

This Stipulation states all of the terms of the Settlement and resolution of the claims asserted in the Action and is intended by Plaintiffs and Defendants to fully, finally, and forever compromise, resolve, discharge, and settle the Released Plaintiffs’ Claims and the Released Defendants’ Claims, subject to Court approval.¹

WHEREAS:

A. In August 2020, Spartan Acquisition Corp. II (“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.

¹ Capitalized terms have the meanings set forth in the “Definitions” section below or as otherwise defined in this Stipulation.

B. On November 30, 2020, Spartan completed its initial public offering of 34,500,000 units at \$10.00 per unit.

C. On January 23, 2021, Spartan and Sunlight Financial Holdings, LLC (“Legacy Sunlight”) entered into a Business Combination Agreement, pursuant to which Legacy Sunlight would merge with and into a subsidiary of Spartan (the “Merger”), and Spartan would be renamed Sunlight Financial Holdings, Inc. (“Sunlight”).

D. 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.

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

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

G. In March 2023, Plaintiffs demanded to inspect Sunlight documents pursuant to 8 *Del. C.* § 220. Sunlight subsequently produced roughly 1,500 pages of internal books and records to Plaintiffs pursuant to a confidentiality agreement.

H. 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.

I. On September 28, 2023, Defendants filed opening briefs in support of their motions to dismiss Plaintiffs' Original Complaint.

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

K. 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.

L. On November 15, 2023, Plaintiffs filed the verified second amended class action complaint asserting claims for breach of fiduciary duty, aiding and abetting breach of fiduciary duty, and unjust enrichment (the "Second Amended Complaint")

M. 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.

N. 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.

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

P. On April 7, 2025, the Parties submitted a joint letter informing the Court that the Parties had scheduled a 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.

Q. 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.

R. On July 23, 2025, following the exchange of mediation statements, the Parties participated in a second full-day mediation (the “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 this Stipulation.

S. 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.

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

U. This Stipulation (together with the Exhibits hereto) reflects the final and binding agreement among the Parties.

V. This Stipulation is intended to fully, finally, and forever release, resolve, remise, compromise, settle, and discharge the Released Plaintiffs' Claims and the Released Defendants' Claims with prejudice.

W. The entry by the Parties into this Stipulation is not, and shall not be construed as or deemed to be evidence of, an admission as to the merit or lack of merit of any claims or defenses that were asserted or could have been asserted in the Action.

X. Plaintiffs continue to believe that the claims asserted in the Action have merit, but also believe that the Settlement set forth herein provides substantial and immediate benefits for the Class. 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 this 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.

Y. 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 this Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon Plaintiffs' evaluation, as well as that 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 this Stipulation.

Z. 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.

AA. Nevertheless, Defendants have determined to enter into the Settlement on the terms and conditions set forth in this 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 this Stipulation or the Settlement shall be construed as an admission by Defendants of any wrongdoing, fault, liability, or damages whatsoever.

BB. Plaintiffs, for themselves and on behalf of the Class, and Defendants agree that the Settlement is intended to and will resolve the Released Plaintiffs' Claims against the Released Defendant Parties.

NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO AND AGREED, by Plaintiffs, for themselves and on behalf of the Class, and Defendants, subject to the approval of the Court pursuant to Court of Chancery Rule 23, for the good and valuable consideration set forth herein, that the Released Plaintiffs' Claims and Released Defendants' Claims shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein) and are fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein) as to the Released Defendant Parties and the Released Plaintiff Parties, in the manner and upon the terms and conditions set forth herein.

I. Definitions

1. In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms, used in this Stipulation and its Exhibits, shall have the meanings specified below:

(a) "Class" means a non-opt-out class consisting 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.

(b) “Class Member” means a Person who is a member of the Class.

(c) “Company” means Spartan prior to the closing of the Merger and Sunlight upon and following the closing of the Merger.

(d) “Court” means the Court of Chancery of the State of Delaware.

(e) “Defendants’ Counsel” means Vinson & Elkins LLP, Potter Anderson & Corroon LLP, Womble Bond Dickinson (US) LLP, and McGuireWoods LLP.

(f) “Effective Date” means the first business day following the date the Judgment becomes Final.

(g) “Eligible Class Member” means any Class Member who held Eligible Shares, as defined below.

(h) “Eligible Shares” means shares of Spartan Class A Common Stock owned by Class Members immediately after the July 6, 2021 Redemption Deadline that were not submitted for redemption in connection with the Merger.

(i) “Escrow Account” means the account that is maintained by the Escrow Agent and into which the Settlement Amount shall be deposited. The funds deposited into the Escrow Account shall be invested in instruments backed by the full faith and credit of the United States Government or an agency thereof or in money funds holding only instruments backed by the full faith and credit of the

United States Government and the proceeds of these instruments shall be reinvested at their then-current market rates.

(j) “Escrow Agent” means the agent or agents who shall be chosen by the Settlement Administrator to administer the Escrow Account

(k) “Excluded Persons” means 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.

(l) “Fee and Expense Award” means an award to Plaintiffs’ Counsel of attorneys’ fees and expenses to be paid from the Settlement Fund, approved by the Court and in full satisfaction of all claims for attorneys’ fees and any other expenses or charges that have been, could be, or could have been asserted by Plaintiffs’ Counsel or any other counsel, or any Class Member in connection with the Released Plaintiffs’ Claims and the Settlement.

(m) “Final,” when referring to the Judgment, means the later of (i) entry of the Judgment and the expiration of any time for appeal, reconsideration, reargument, rehearing, or other review of the Judgment, or (ii) if any appeal or application for reconsideration, reargument, rehearing, or other review is filed and not dismissed or withdrawn, issuance of a decision upholding the Judgment in all

material respects, which is no longer subject to appeal, reconsideration, reargument, rehearing, or other review, by *certiorari* or otherwise, and the expiration of all times for the filing of any petition for reconsideration, reargument, rehearing, appeal, or review of the Judgment or any order affirming the Judgment; provided, however, that any disputes or appeals relating solely to the amount, payment, or allocation of the Fee and Expense Award, or to the allocation or distribution of the Net Settlement Fund, including the Plan of Allocation, shall have no effect on finality for purposes of determining the date on which the Judgment becomes Final and shall not otherwise prevent, limit, or otherwise affect the Judgment, or prevent, limit, delay, or hinder entry of Judgment.

(n) “Judgment” means the Order and Final Judgment to be entered in the Action, in all material respects in the form attached as Exhibit C hereto.

(o) “Net Settlement Fund” means the Settlement Fund less (i) any Fee and Expense Award, and interest thereon; (ii) Notice and Administration Costs; (iii) Taxes and Tax Expenses; and (iv) other Court-approved deductions.

(p) “Notice” means the Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear substantially in the form attached hereto as Exhibit B.

(q) “Notice and Administration Costs” means all costs, fees, and expenses associated with the administration or disbursement of the Settlement Fund,

including, without limitation, calculating payments to Eligible Class Members or resolving any dispute relating thereto, or any other cost, fee, or expense otherwise incurred in providing notice of the Settlement to the Class, locating Class Members, distributing the Net Settlement Fund, paying escrow taxes, fees and costs, if any, and otherwise administering or carrying out the terms of the Settlement. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Summary Notice, disseminating the Notice, reimbursements to brokers and nominees for forwarding the Summary Notice to their eligible beneficial owners, the administrative expenses incurred and fees charged by the Settlement Administrator in connection with providing notice and administering the Settlement, and the fees, if any, of the Escrow Agent.

(r) “Notice” means the Notice, including the Plan of Allocation to be disseminated by the Settlement Administrator.

(s) “Party” means any one of, and “Parties” means, collectively, Defendants and Plaintiffs, on behalf of themselves and the Class.

(t) “Person” means any natural person, individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, affiliate, joint stock company, investment fund, estate, legal representative, trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity.

(u) “Plan of Allocation” means the manner in which the Net Settlement Fund will be distributed, substantially in the form set forth in the Notice or as otherwise modified by order of the Court.

(v) “Plaintiffs’ Counsel” means the law firms of Ashby & Geddes, P.A., and Levi & Korsinsky, LLP.

(w) “Redemption Deadline” means 5:00 P.M., Eastern Time, on July 6, 2021.

(x) “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.

(y) “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 this Stipulation, or (ii) any claims to enforce the Judgment entered by the Court.

(z) "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.

(aa) "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 this Stipulation, or (ii) any claims to enforce the Judgment entered by the Court.

(bb) "Releases" means Released Defendants' Claims and Released Plaintiffs' Claims, collectively or individually.

(cc) "Scheduling Order" means the scheduling order to be entered by the Court pursuant to Court of Chancery Rule 23, substantially in the form attached hereto as Exhibit A.

(dd) “Settlement” means the settlement contemplated by this Stipulation.

(ee) “Settlement Administrator” means the Epiq Systems, Inc.

(ff) “Settlement Amount” means a total of \$8.0 million (\$8,000,000.00) in cash.

(gg) “Settlement Fund” means the \$8.0 million (\$8,000,000.00) Settlement Amount plus any interest that may accrue on that sum after it is deposited in the Escrow Account.

(hh) “Settlement Hearing” means the hearing to be held by the Court to determine whether the proposed Class should be finally certified for purposes of the Settlement, whether the proposed Settlement should be approved as fair, reasonable, and adequate, whether a Judgment approving the Settlement should be entered in accordance with the terms of this Stipulation, and whether and in what amount any award of attorneys’ fees and expenses should be paid to Plaintiffs’ Counsel.

(ii) “Summary Notice” means the Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear substantially in the form attached hereto as Exhibit B-1, which will be published on a national wire service and mailed in postcard form to Class Members, and will direct recipients to the Notice on the Settlement Administrator’s website.

(jj) “Taxes” means all federal, state, and/or local taxes of any kind (including any interest or penalties thereon) on any income earned in the Settlement Fund.

(kk) “Tax Expenses” means the expenses and costs incurred in connection with the calculation and payment of Taxes or the preparation of tax returns and related documents, including expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in Section XI.

(ll) “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.

II. Settlement Fund

2. In consideration for the full and final release, settlement, and discharge of the Released Plaintiffs' Claims and Released Defendants' Claims, the Parties have agreed as follows:

(a) Defendants shall cause the Settlement Amount to be sent to or deposited in the Escrow Account within thirty (30) calendar days after the later of (a) approval and entry of the Scheduling Order by the Court, or (b) Plaintiffs' Counsel's delivery to Defendants' Counsel of all necessary wiring/check payment delivery information, a signed IRS Form W-9 reflecting a valid taxpayer identification number for the Escrow Account, and any other information reasonably requested by any of Defendants' Counsel to effectuate payment into the Escrow Account.

(b) All funds held in the Escrow Account shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Stipulation and/or further order(s) of the Court.

(c) The Settlement Fund shall be administered by the Settlement Administrator and the Escrow Agent and shall be used (i) to pay all Notice and Administration Costs; (ii) to pay any Fee and Expense Award; (iii) to pay any Taxes and Tax Expenses; and (iv) following the payment of (i), (ii), and (iii) herein, for

subsequent disbursement of the Net Settlement Fund to the Authorized Claimants as provided in Section IV herein and the Plan of Allocation as approved by the Court.

(d) Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiffs' Counsel may pay from the Settlement Fund, without further approval from Defendants and/or order of the Court, all reasonable costs and expenses actually incurred in connection with Notice and Administration Costs up to the sum of \$500,000, which shall include the costs of disseminating the Summary Notice and Notice. Before the Effective Date, all such Notice and Administration Costs in excess of \$500,000 may be paid from the Settlement Fund only with prior approval of the Court. In the event that the Settlement does not become Final, Notice and Administration Costs paid out of the Settlement Fund or incurred shall not be returned or repaid to any Person or entity who or which funded the Settlement Fund. After the Effective Date, Notice and Administration Costs may be paid as incurred, without approval of Defendants or further order of the Court.

(e) For the avoidance of doubt: (i) neither Plaintiffs, the Class Members, nor Plaintiffs' Counsel shall seek any monetary relief as a condition of the Settlement other than payment of the Settlement Amount in accordance with ¶ 2(a) and (b); and (ii) the Released Defendant Parties shall have no liability or responsibility whatsoever in connection with the Settlement, the Settlement Fund, the investment or distribution of the Settlement Fund, the Net Settlement Fund, the

administration or calculation of any payment from the Net Settlement Fund, the Plan of Allocation, Notice and Administration Costs, Taxes, Tax Expenses, acts or omissions of the Settlement Administrator or the Escrow Agent, or the Action, except as specifically set forth herein.

III. Notice to Class Members

3. Plaintiffs' Counsel shall engage the Settlement Administrator, subject to the approval of the Court, for dissemination of the Summary Notice and Notice to the Class and for the disbursement of the Net Settlement Fund to Eligible Class Members as set forth in the Plan of Allocation. Released Defendant Parties shall not have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Settlement Administrator, the dissemination of the Summary Notice or Notice to the Class, or the disbursement of the Net Settlement Fund to Eligible Class Members.

4. The Parties have negotiated the form of the Summary Notice and Notice to be disseminated to the Class. The proposed Notice and Summary Notice are attached hereto as Exhibits B and B-1, respectively.

5. The proposed Summary Notice to be mailed to Eligible Class Members in accordance with the Scheduling Order will inform Class Members of the Settlement and direct them to the Notice, which will be available in full on a website to be created and maintained by the Settlement Administrator. The Notice apprises

Eligible Class Members of (among other disclosures) the nature of the Action, the definition of the Class, the claims and issues in the Action, the claims that will be released in the Settlement, Class Members' right to object to the Settlement and the process for lodging an objection, the process for submitting a claim, and the plan and process for allocating and distributing the Net Settlement Fund.

6. Spartan Sponsor has used commercially reasonable efforts to identify Spartan Class A common stockholders of record as of the Redemption Deadline, by providing Plaintiffs with lists of non-objecting beneficial owners of Spartan Class A common stock as of the Merger's record date. If necessary, Plaintiffs shall subpoena any necessary documentation from the appropriate entities.

7. In accordance with the Scheduling Order, the Settlement Administrator shall also contact entities which commonly hold securities in "street name" as nominees for the benefit of their customers who are beneficial purchasers of securities to identify beneficial holders of Spartan Class A common stock on or around the Redemption Deadline.

8. The Notice and Summary Notice, the Stipulation of Settlement and all exhibits thereto, and the Class Action Complaint, will be posted on a Settlement website established and maintained by the Settlement Administrator in accordance with the Scheduling Order.

9. Subject to the approval of the Court, Plaintiffs shall retain the Settlement Administrator to disseminate the Summary Notice and Notice in the form and manner approved by the Court, to establish and maintain the Settlement website, to oversee the administration of the Settlement, and to distribute the Net Settlement Fund.

10. In accordance with the Scheduling Order, the Settlement Administrator shall mail, or cause to be mailed, by first class U.S. mail or other mail service if mailed outside the U.S., postage prepaid, the Summary Notice to each identified Class Member at their last known address. All record holders of stock who held such stock on behalf of beneficial owners and who receive the Summary Notice shall be requested to forward it promptly to such beneficial owners. Plaintiffs' Counsel and the Settlement Administrator shall use reasonable efforts to provide notice to such beneficial owners by making additional copies of the Summary Notice available to any record holder who, prior to the Settlement Hearing, requests the same for distribution to beneficial owners.

11. In accordance with the Scheduling Order, Plaintiffs' Counsel or the Settlement Administrator shall cause the Summary Notice to be published on a national wire service, such as PRNewswire or Businesswire, and on the firm website of Levi & Korsinsky, LLP.

12. Any and all Notice and Administration Costs shall be paid from the Settlement Fund, regardless of the form or manner of notice approved or directed by the Court and regardless of whether the Court declines to approve the Settlement or the Effective Date otherwise fails to occur. In no event shall Plaintiffs, the Released Defendant Parties, or any of their attorneys have any liability or responsibility for the Notice and Administration Costs. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs actually paid or incurred up to the date of termination shall not be returned or repaid to Defendants or their insurers.

IV. Distribution of the Net Settlement Fund

13. As soon as practicable after the Effective Date, the Settlement Administrator shall distribute the Net Settlement Fund to Eligible Class Members as set forth in this Section IV and in accordance with the Plan of Allocation substantially in the form set forth in the Notice or as otherwise approved by the Court.

14. In addition to the information to be provided under Paragraph 6 above, Defendants, at no cost to the Settlement Fund, Plaintiffs, Plaintiffs' Counsel, or the Settlement Administrator, shall use commercially reasonable efforts to provide such additional information as may be required and available to distribute the Net Settlement Fund to Eligible Class Members and to ensure that the Net Settlement

Fund is paid only to Eligible Class Members, and as to Eligible Shares, and not to Excluded Persons. Defendants have performed a reasonable investigation into the matter and make a representation that they are not aware of any Excluded Person who held Spartan Class A common stock as of the Redemption Deadline, based on a reasonable inquiry.

15. 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.

16. 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.

17. 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.

18. 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:

- i) 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.
- ii) 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 re-distributions of the remaining funds. Following such re-distribution, any remaining funds shall be distributed to the Combined Campaign for Justice, P.O. Box 2113, Wilmington, DE 19899, a 501(c)(3) charitable organization.

19. 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.

20. 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.

21. 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.

22. The Plan of Allocation as set forth in Paragraphs 17 and 18 herein and in the Notice is not a material term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. No party may cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. Defendants shall not object in any way to the Plan of Allocation or any other plan of

allocation in this Action and shall not have any involvement with the application of the Court-approved plan of allocation except as explicitly provided herein.

23. All proceedings with respect to the administration of the Settlement and distribution pursuant to the proposed Plan of Allocation or other such plan of allocation as may be approved by the Court shall be subject to the exclusive jurisdiction of the Court.

24. Defendants shall have no input, responsibility, or liability for any claims, payments, or determinations by the Settlement Administrator concerning the distribution of the Settlement Fund, except to provide information as required herein.

V. The Escrow Agent

25. The Escrow Agent shall invest the Settlement Fund, deposited pursuant to ¶ 2 above, in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or in money funds holding only instruments backed by the full faith and credit of the United States Government, and shall reinvest the proceeds of these instruments at their then-current market rates. The Settlement Fund shall bear all risks related to investment of the Settlement Amount.

26. The Escrow Agent shall not disburse the Settlement Fund except as provided in this Stipulation, by an order of the Court, or with the written agreement of Plaintiffs' Counsel and Defendants' Counsel.

27. Subject to further order and/or direction as may be made by the Court, the Escrow Agent is authorized to execute such transactions on behalf of the Class as are consistent with the terms of this Stipulation.

VI. Scope of the Settlement and Releases

28. Upon entry of the Judgment, the Action shall be dismissed with prejudice. The dismissal will be without payment by any Party of fees, costs, or expenses of any other Party, except as expressly provided in this Stipulation. Nothing in this Stipulation, the Judgment, or the Settlement shall affect Defendants' entitlement to advancement or indemnification incurred in connection with the Action, the Settlement, and/or any claim that any Defendant may have against any of his, her, or the Company's insurers or indemnitors.

29. Upon the Effective Date, Plaintiffs and each and every Class Member, on behalf of themselves and any and all of their respective predecessors, successors, assigns, agents, representatives, trustees, executors, administrators, estates, heirs, and transferees, whether immediate or remote, shall and shall be deemed to have fully, finally, and forever released, relinquished, settled, and discharged Released Defendant Parties from and with respect to every one of Released Plaintiffs' Claims on the terms and conditions set forth herein, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting,

continuing, maintaining, participating in, or prosecuting any and all Released Plaintiffs' Claims against any of Released Defendant Parties.

30. Upon the Effective Date, Defendants, on behalf of themselves and any other person or entity who could assert any of Released Defendants' Claims on their behalf, and to the fullest extent permitted by law, including in light of the releases set forth in ¶ 29, the other Released Defendant Parties, shall or shall be deemed to have fully, finally, and forever released, settled, and discharged the Released Plaintiff Parties from and with respect to every one of the Released Defendants' Claims on the terms and conditions set forth herein, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any of Released Defendants' Claims against any of the Released Plaintiff Parties.

VII. Class Certification

31. The Parties agree that certification of the Class, for settlement purposes only, is appropriate in the Action. For purposes of this Settlement only, the Class comprises all Class Members, as defined in ¶ 1 above. The Parties therefore stipulate to: (a) certification of the Action as a non-opt-out class action pursuant to Court of Chancery Rules 23(a) and 23(b)(1) and (b)(2) on behalf of the Class; (b) appointment of Plaintiffs as Class representative for the Class; and (c) appointment of Plaintiffs' Counsel as class counsel.

32. The certification of the Class shall be binding only with respect to the Settlement and this Stipulation. In the event that the Settlement or this Stipulation is terminated pursuant to its terms or the Effective Date fails to occur, the certification of the Class shall be deemed vacated (without prejudice to Plaintiffs' right to seek re-certification), and the Action shall proceed as though the Class had never been certified.

VIII. Submission of the Settlement to the Court for Approval

33. As soon as practicable after this Stipulation has been executed, the Parties shall jointly apply to the Court for entry of the Scheduling Order substantially in the form attached hereto as Exhibit A, providing for, among other things: (i) the dissemination of the Notice and Summary Notice substantially in the form attached hereto as Exhibits B and B-1, respectively; and (ii) the scheduling of the Settlement Hearing to consider: (a) the proposed Settlement; (b) the joint request of the Parties that the Judgment be entered in all material respects in the form attached hereto as Exhibit C; (c) Plaintiffs' Counsel's Fee Application (defined below); and (d) any objections to any of the foregoing. The Parties agree to take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order.

34. If the Settlement Administrator does not receive the Spartan stockholder and Excluded Persons information responsive to ¶ 6 within twenty (20) business days after execution of this Stipulation, then Plaintiffs' Counsel may seek

a postponement or adjournment of the Settlement Hearing for a period reasonably sufficient for the Settlement Administrator to obtain the missing information; provided, however, that if the Settlement Hearing has been postponed or adjourned and the Settlement Administrator does not receive all of the Spartan stockholder and Excluded Persons information responsive to ¶ 6 within six months of the date of this Stipulation, the Parties shall confer in good faith, including with respect to an alternative plan of allocation of the Settlement Fund to be presented to the Court, and seek to schedule as promptly as practicable the Settlement Hearing and obtain Court approval of the Stipulation and the Settlement.

35. The Parties and their attorneys agree to use their individual and collective best efforts to obtain Court approval of the Stipulation. The Parties and their attorneys further agree to use their individual and collective best efforts to effect, take, or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable laws, regulations, and agreements to consummate and make effective, as promptly as practicable, the Stipulation provided for hereunder and the entry of the Judgment. The Parties and their attorneys agree to cooperate fully with one another in seeking the Court's approval of this Stipulation, to jointly request at the Settlement Hearing that the Judgment be entered, and to take all reasonable and appropriate steps to obtain a Final Judgment in all material respects in the form attached hereto as Exhibit C.

36. The Parties hereby agree to file no further actions against the Released Plaintiff Parties and the Released Defendant Parties asserting any Released Defendants' Claims or Released Plaintiffs' Claims, pending the occurrence of the Effective Date. The Parties' respective deadlines to respond to any filed or served pleadings, motions, or discovery requests are extended indefinitely.

37. If, before the Settlement becomes Final, any action is filed in any court, arbitration tribunal, or administrative forum, or other forum of any kind, asserting a Released Plaintiffs' Claim, Plaintiffs agree to cooperate in good faith with any and all reasonable actions by Defendants seeking a stay or dismissal of such action or proceeding and preventing and opposing entry of any interim or final relief against Defendants in any such action or proceeding.

IX. Conditions of Settlement

38. The Settlement shall be subject to the following conditions, which the Parties shall use their best efforts to effectuate:

(a) the entry of the Scheduling Order in all material respects in the form attached hereto as Exhibit A;

(b) the entry of the Judgment in all material respects in the form attached hereto as Exhibit C, including Releases substantially in the form set forth herein, and dismissal of the Action with prejudice;

(c) the certification of the Class as a non-opt-out class;

(d) the deposit of the Settlement Amount in the Escrow Account in accordance with ¶ 2; and

(e) the occurrence of the Effective Date.

X. Attorneys' Fees and Expenses

39. Plaintiffs' Counsel will apply for a Fee and Expense Award to include an award of attorneys' fees in an amount 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.

40. Any award of attorneys' fees and expenses by the Court pursuant to the Fee Application (*i.e.*, the Fee and Expense Award) shall be paid out of, and not be in addition to, the Settlement Fund.

41. Plaintiffs' Counsel may apply to the Court for a service award to each of Plaintiffs not to exceed \$2,500.00, payable out of any Fee and Expense Award. Plaintiffs' Counsel warrants that no portion of any Fee and Expense Award shall be paid to Plaintiffs or any Class Member, except as approved by the Court.

42. The Fee and Expense Award shall be payable to Plaintiffs' Counsel from the Settlement Fund immediately upon entry of an order by the Court granting

the Fee and Expense Award. In the event that (i) the Effective Date does not occur, (ii) this Stipulation is disapproved, canceled, or terminated pursuant to its terms, (iii) the Settlement otherwise does not become Final for any reason, or (iv) the Fee and Expense Award is disapproved, reduced, reversed, or otherwise modified, as a result of any further proceedings, including any successful collateral attack, then Plaintiffs' Counsel shall, within ten (10) business days after Plaintiffs' Counsel receives notice of any such failure of the Effective Date to occur, termination of this Stipulation, failure of the Settlement to become Final, or disapproval, reduction, reversal, or other modification of the Fee and Expense Award, return to the Escrow Account, as applicable, either the entirety of the Fee and Expense Award or the difference between the attorneys' fees and expenses awarded by the Court in the Fee and Expense Award, and any attorneys' fees and expenses ultimately and finally awarded on appeal, further proceedings on remand, or otherwise. For the avoidance of doubt, no Court order or reversal on appeal of any order concerning the Plan of Allocation or the Fee and Expense Award shall operate to terminate or cancel this Stipulation and/or the Settlement, or constitute grounds for termination or cancellation of this Stipulation and/or the Settlement.

43. The disposition of the Fee Application is not a material term of this Stipulation, and it is not a condition of this Stipulation that such application be

granted or that any Fee and Expense Award be made. The Fee Application may be considered separately from the proposed Stipulation.

44. Released Defendant Parties shall have no input into, or responsibility or liability for, the allocation of Plaintiffs' Counsel of the Fee and Expense Award.

XI. The Escrow Account and Taxes

45. The Parties agree as follows:

(a) The Parties and the Escrow Agent agree to treat the Settlement Fund as being at all times a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1, and the regulations promulgated thereunder. The Parties and the Escrow Agent further agree that the Settlement Fund shall be established pursuant to the Court's subject matter jurisdiction within the meaning of Treas. Reg. § 1.468B-1(c)(1). In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this ¶ 45, including the "relation-back election" (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(b) For the purpose of § 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” (as defined in Treas. Reg. § 1.468B-2(k)(3)) shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other federal, state, or local tax returns necessary or advisable with respect to the earnings on the Settlement Fund (including the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the elections described in ¶ 45(a) hereof) shall be consistent with this ¶ 45 and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in ¶ 45(c) hereof.

(c) Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court, and the Escrow Agent shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)(2)). Released Defendant Parties and their counsel shall have no responsibility or liability for any Taxes, Tax Expenses, administration of Taxes and Tax Expenses, or any acts or omissions of the Escrow Agent (or its

agents). The Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶ 45.

XII. Termination of Settlement; Effect of Termination

46. Plaintiffs and Defendants shall each have the right (but not the obligation) to terminate the Settlement and this Stipulation by providing written notice of their election to do so to all other Parties within ten (10) business days of: (i) the Court's declining to enter the Scheduling Order in any material respect; (ii) the Court's declining to enter the Judgment approving the Settlement, in any material respect; (iii) modification or reversal of the Judgment approving the Settlement, in any material respect on or following reargument, reconsideration, rehearing, appellate review, remand, collateral attack, or other proceedings; or (iv) failure to satisfy any of the other conditions of Section IX.

47. Neither a modification nor a reversal on appeal of the Fee and Expense Award or the Plan of Allocation shall be deemed a material modification of the Judgment or this Stipulation, shall operate to terminate or cancel this Stipulation and/or the Settlement, or shall constitute ground for termination or cancellation of this Stipulation and/or the Settlement. If the Effective Date does not occur, this Stipulation is disapproved, canceled, or terminated pursuant to its terms, or the Settlement otherwise does not become Final for any reason, then: (i) the Settlement

and this Stipulation (other than this Section, ¶ 42, and Section XIV) shall be canceled and terminated; (ii) any judgment entered in the Action and any related orders entered by the Court shall in all events be treated as vacated, *nunc pro tunc*; (iii) the Releases provided under the Settlement shall be null and void; (iv) the fact of, and negotiations and other discussions leading to, the Settlement shall not be admissible in any proceeding before any court or tribunal; (v) all proceedings respecting the Released Plaintiffs' Claims shall revert to their status before the Settlement; (vi) the Parties shall proceed in all respects as if the Settlement and this Stipulation (other than this Section) had not been entered into by the Parties; and (vii) the Settlement Amount (including any accrued interest thereon in the Escrow Account), less any Notice and Administration Costs and Taxes and Tax Expenses actually incurred and paid or payable, and including any Fee and Expense Award or portion thereof required to be returned to the Escrow Account by Plaintiffs' Counsel pursuant to ¶ 44 above, shall be refunded by the Escrow Agent, within thirty (30) calendar days after such cancellation or termination, directly to the Parties who made payments pursuant to ¶ 2(a) in amounts set forth by Defendants' Counsel to the Escrow Agent.

XIII. No Admissions

48. It is expressly understood and agreed that Defendants deny any and all allegations of wrongdoing, fault, breach of duty, liability, or damage in connection with the Action and the Settlement. Nothing in this Stipulation (whether or not

consummated) shall be deemed or argued to be evidence of, or to constitute an admission or concession by Defendants, as to: (i) the truth of any fact alleged by Plaintiffs; (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action or in any other proceeding; (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any other proceeding; or (iv) any wrongdoing, fault, negligence, or liability of any kind by any of them, which each of them expressly denies.

49. The Parties further mutually covenant that neither this Stipulation, nor the fact or any terms of the Settlement, or any communications relating thereto, is evidence of, or an admission or concession by Plaintiffs, any Class Member, any Released Plaintiff Parties, Defendants, or any of the Released Defendant Parties of, any fault, liability, or wrongdoing whatsoever, as to any lack of merits of any of Plaintiffs' claims or allegations, or as to the validity or merit of any claim or defense alleged or asserted in any proceeding, including the Action. Accordingly, neither the Settlement, the Stipulation, any terms of this Stipulation, any negotiations or proceedings in connection therewith, nor any documents or statements referred to herein or therein, (a) shall (i) 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, act, or omission on the part of any of the

Released Defendant Parties or Released Plaintiff Parties, or of any infirmity of any defense, or of any damage to Plaintiffs or any other Class Member, or any lack of merit of any claim, or lack of damages to Plaintiffs or any other Class Member, or (ii) otherwise be used to create or give rise to any inference or presumption against any of the Released Defendant Parties or Released Plaintiff Parties concerning any fact or any purported liability, fault, or wrongdoing of the Released Defendant Parties or Released Plaintiff Parties or any injury, or damages to any person or entity, or (b) shall otherwise be admissible, referred to, or used in any proceeding of any nature, for any purpose whatsoever; provided, however, that the Judgment may be introduced in any proceeding subject to Delaware Rule of Evidence 408 and any and all other state and federal law corollaries thereto, whether in the Court or otherwise, as may be necessary to enforce any terms of the Settlement (including any terms that survive termination of the Settlement pursuant to ¶ 47, *supra*), or to argue or establish that the Judgment has *res judicata*, collateral estoppel, or other issue or claim preclusion effect or to otherwise consummate or enforce the Settlement and Judgment or to secure any insurance rights or proceeds of any of the Released Defendant Parties or Released Plaintiff Parties or as otherwise required by law.

XIV. Miscellaneous Provisions

50. The Parties represent and agree that the terms of the Settlement were negotiated at arm's length and in good faith, with the assistance of the Mediator, and

reflect a settlement that was reached voluntarily based upon adequate information, sufficient discovery, and after consultation with experienced legal counsel. Accordingly, the Parties agree not to assert in any forum that this Action was brought by Plaintiffs or defended by Defendants in bad faith or without a reasonable basis.

51. All of the Exhibits attached hereto (the “Exhibits”) are material and integral parts of the Stipulation (except as specifically stated otherwise herein) and shall be incorporated by reference as though fully set forth herein.

52. This Stipulation and the Exhibits constitute the entire agreement between Plaintiffs, on the one hand, and Defendants, on the other hand, and supersede any prior agreements among Plaintiffs, on the one hand, and Defendants, on the other hand, with respect to the Settlement. No representations, warranties, or inducements have been made to or relied upon by any party concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants expressly set forth in such documents.

53. This Stipulation is and shall be binding upon and shall inure to the benefit of the Released Defendant Parties, the Released Plaintiff Parties (including the Class Members), and the respective legal representatives, heirs, executors, administrators, transferees, successors, and assigns of all such foregoing persons and entities and upon any corporation, partnership, or other entity into or with which any of the foregoing may merge, consolidate, or reorganize.

54. This Stipulation may not be amended or modified, nor may any of its provisions be waived, except by written instrument signed by Plaintiffs' Counsel and Defendants' Counsel, or their successors-in-interest.

55. The waiver by Plaintiffs or Defendants of any breach of this Stipulation shall not be deemed a waiver of any other prior or subsequent breach of any provision of this Stipulation.

56. Plaintiffs represent and warrant that Plaintiffs are members of the Class and that none of Plaintiffs' claims or causes of action referred to in this Stipulation has been assigned, encumbered, or otherwise transferred in whole or in part.

57. Defendants warrant that, as to the payments made or to be made on behalf of Defendants pursuant to the Settlement and this Stipulation, at the time of entering into this Stipulation and at the time of such payment, to the best of their knowledge, neither Defendants nor any entities contributing to the payment of the Settlement Amount are insolvent, nor will the payment required to be made on behalf of them render them insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including § 101 and § 547 thereof.

58. Each Party represents and warrants that the Party has made such investigation of the facts pertaining to the Settlement provided for in this Stipulation, and all of the matters pertaining thereto, and has been advised by counsel, as the Party deems necessary and advisable.

59. Each counsel signing this Stipulation warrants that such counsel has been duly empowered and authorized to sign this Stipulation on behalf of his or her client(s).

60. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

61. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any portion of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations between the Parties, and all Parties have contributed substantially and materially to the preparation of this Stipulation.

62. Without further Order of the Court, Plaintiffs and Defendants may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

63. To the extent permitted by law, all agreements made and orders entered during the course of the Action related to the confidentiality of documents or information shall survive this Stipulation.

64. This Stipulation may be executed in counterparts by electronic signature, email, PDF, fax, or original signature by any of the signatories hereto and as so executed shall constitute one agreement.

65. This Stipulation, the Settlement, and any and all disputes arising out of or relating in any way to this Stipulation or Settlement, whether in contract, tort, or otherwise, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

66. The consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for an award of attorneys' fees and expenses to Plaintiffs' Counsel, distribution of the Net Settlement Fund to Eligible Class Members, and enforcing the terms of this Stipulation.

67. Any action arising under or to enforce this Stipulation or any portion thereof shall be commenced and maintained only in the Court.

68. Plaintiffs and Defendants agree that, in the event of any breach of this Stipulation, all of Plaintiffs' and Defendants' rights and remedies at law, equity, or otherwise are expressly reserved.

IN WITNESS WHEREOF, the Parties, through their undersigned counsel, have executed this Stipulation as of December 11, 2025.

ASHBY & GEDDES, P.A.

/s/ Tiffany Geyer Lydon

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IT IS SO ORDERED this ____ day of _____, 2025.

PAUL A. FIORAVANTI, JR.
VICE CHANCELLOR