

---

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

---

**FORM S-8**  
**REGISTRATION STATEMENT**  
*UNDER*  
*THE SECURITIES ACT OF 1933*

---

**Allego N.V.**

(Exact name of registrant as specified in its charter)

**The Netherlands**  
(State or other jurisdiction of  
incorporation or organization)

**Not Applicable**  
(I.R.S. Employer  
Identification No.)

**Allego N.V.**  
**Westervoortsedijk 73 KB**  
**6827 AV Arnhem, the Netherlands**  
(Address of Principal Executive Offices) (Zip Code)

**Allego Long-Term Incentive Plan**  
**Management Incentive Plan**  
(Full title of the Plans)

**Corporation Trust Center**  
**1209 Orange Street**  
**Wilmington, DE 19801**  
**Tel: (800) 677-3394**  
(Name and address and telephone number, including area code, of agent for service)

*With copies to:*

**Lyuba Goltser, Esq.**  
**Amanda Fenster, Esq.**  
**Weil, Gotshal & Manges LLP**  
**767 5th Avenue**  
**New York, NY 10153**  
**(212) 310-8000**

---

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, anon-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer   
Non-accelerated filer

Accelerated filer   
Smaller reporting company   
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

---

---

**PART I**  
**INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS**

The information specified in Item 1 and Item 2 of Part I of Form S-8 is omitted from this Registration Statement on Form S-8 (the "Registration Statement") being filed by Allego N.V. (the "Registrant") in accordance with the provisions of Rule 428 under the Securities Act of 1933, as amended (the "Securities Act"), and the introductory note to Part I of Form S-8. The documents containing the information specified in Part I of Form S-8 will be delivered to the participants in the Registrant's Long-Term Incentive Plan and Management Incentive Plan covered by this Registration Statement as specified by Rule 428(b)(1) under the Securities Act. Such documents are not required to be, and are not, filed with the Securities and Exchange Commission (the "SEC") either as part of this Registration Statement or as a prospectus or prospectus supplement pursuant to Rule 424 under the Securities Act. These documents, and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this Form S-8, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

REOFFER PROSPECTUS



**Allego N.V.**

**2,658,426 Ordinary Shares, nominal value €0.12 per share**

This reoffer prospectus relates to 2,658,426 Ordinary Shares, nominal value €0.12 per share (the “Ordinary Shares”), of Allego N.V., a Dutch public liability company (the “Company” or “Registrant”), that may be offered from time to time by Ton Louwers, the Chief Financial Officer of the Company (the “Selling Securityholder”). The Company will not receive any of the proceeds from the sale of shares of Ordinary Shares by the Selling Securityholder made hereunder. The Selling Securityholder will acquire such Ordinary Shares upon the exercise of stock options issued under the Management Incentive Plan of the Company. This reoffer prospectus will be supplemented, as necessary, to update the names of additional selling securityholders and the number of shares of Ordinary Shares to be reoffered by any selling securityholders, when we become aware of that information.

The Selling Securityholder may sell the securities described in this reoffer prospectus in a number of different ways and at varying prices, including sales in the open market, sales in negotiated transactions, and sales by a combination of these methods. The Selling Securityholder may sell any, all, or none of the Ordinary Shares and we do not know when or in what amount the Selling Securityholder may sell their Ordinary Shares hereunder. The price at which any of the Ordinary Shares may be sold, and the commissions, if any, paid in connection with any such sale, are unknown and may vary from transaction to transaction. The Ordinary Shares may be sold at the market price the time of a sale, at prices relating to the market price over a period of time, or at prices negotiated with the buyers of shares. The Ordinary Shares may be sold through underwriters or dealers, which the Selling Securityholder may select. If underwriters or dealers are used to sell the Ordinary Shares, we will name them and describe their compensation in a prospectus supplement. We provide more information about how the Selling Securityholder may sell his shares Ordinary Shares in the section titled “*Plan of Distribution*.” The Selling Securityholder will bear all sales commissions and similar expenses. Any other expenses incurred in connection with the registration and offering that are not borne by the Selling Securityholder will be borne by us.

Our Ordinary Shares are traded on the New York Stock Exchange under the symbol “ALLG.” On May 22, 2023, the last reported sale price of our Ordinary Shares was \$2.24 per share.

We are an “emerging growth company” and “smaller reporting company” under applicable federal securities laws and are subject to reduced public company reporting requirements.

**Investing in our Ordinary Shares involves risks. Please see the information described under “[Risk Factors](#)” on page 9.**

The Securities and Exchange Commission (the “SEC”) may take the view that, under certain circumstances, the Selling Securityholder and any broker-dealers or agents that participate with the Selling Securityholder in the distribution of their Ordinary Shares may be deemed to be “underwriters” within the meaning of the Securities Act. Commissions, discounts or concessions received by any such broker-dealer or agent may be deemed to be underwriting commissions under the Securities Act. See the section titled “*Plan of Distribution*.”

**Neither the SEC nor any state securities commission has approved or disapproved of these securities or determined if this reoffer prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

**The date of this prospectus is May 23, 2023.**

TABLE OF CONTENTS

	<u>Page No.</u>
<a href="#">Cautionary Notes Regarding Forward-Looking Statements</a>	5
<a href="#">Prospectus Summary</a>	7
<a href="#">Risk Factors</a>	9
<a href="#">Determination of Offering Price</a>	10
<a href="#">Use of Proceeds</a>	11
<a href="#">Selling Securityholder</a>	12
<a href="#">Plan of Distribution</a>	14
<a href="#">Legal Matters</a>	15
<a href="#">Experts</a>	15
<a href="#">Where You Can Find More Information</a>	15
<a href="#">Incorporation by Reference</a>	15

**We are responsible for the information contained or incorporated by reference in this reoffer prospectus and any accompanying prospectus supplement that we prepare or authorize. Neither we nor the Selling Securityholder has authorized anyone to give you any other information, and neither we nor the Selling Securityholder take responsibility for any other information that others may give you. This reoffer prospectus is an offer to sell only the Ordinary Shares offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. You should not assume that the information contained in this reoffer prospectus or any accompanying prospectus supplement prepared by us is accurate on any date subsequent to the date set forth on the front of the applicable document or that any information we have incorporated by reference is correct on any date subsequent to the date of the document incorporated by reference, even though this reoffer prospectus and any accompanying prospectus supplement is delivered or Ordinary Shares are sold on a later date. Our business, financial condition, results of operations, and prospects may have changed materially since those dates.**

The rules of the SEC allow us to incorporate by reference information into this reoffer prospectus. This information incorporated, or deemed to be incorporated, by reference is considered to be a part of this reoffer prospectus, and information that we file later with the SEC, to the extent incorporated, or deemed to be incorporated, by reference, will automatically update and supersede this information. See “*Where You Can Find More Information*” and “*Incorporation by Reference*.” You should read both this reoffer prospectus and any accompanying prospectus supplement together with any information incorporated by reference herein or therein before investing in our Ordinary Shares.

Except where the context requires otherwise, in this reoffer prospectus, “Allego,” the “Company,” “Registrant,” “we,” “us,” and “our” refer to Allego N.V., a Dutch public liability company, and its consolidated subsidiaries.

## CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain statements included in this reoffer prospectus that are not historical facts are forward-looking statements as defined in Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) that involve significant risks and uncertainties. All statements other than statements of historical facts contained herein are forward-looking statements. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 21E of the Exchange Act and the Private Securities Litigation Reform Act of 1995. Forward looking statements may generally be identified by the use of words such as “*believe*,” “*may*,” “*will*,” “*estimate*,” “*continue*,” “*anticipate*,” “*intend*,” “*expect*,” “*should*,” “*would*,” “*plan*,” “*project*,” “*forecast*,” “*predict*,” “*potential*,” “*seem*,” “*seek*,” “*future*,” “*outlook*,” “*target*” or other similar expressions (or the negative versions of such words or expressions) that predict or indicate future events or trends or that are not statements of historical matters. These forward-looking statements include, without limitation, our expectations with respect to future performance. These forward-looking statements involve significant risks and uncertainties that could cause the actual results to differ materially, and potentially adversely, from those expressed or implied in the forward-looking statements. Most of these factors are outside our control and are difficult to predict. Factors that may cause such differences include, but are not limited to:

- changes adversely affecting our business;
- the price and availability of electricity;
- the risks associated with vulnerability to industry downturns and regional or national downturns;
- fluctuations in our revenue and operating results;
- unfavorable conditions or further disruptions in the capital and credit markets;
- our ability to generate cash, service indebtedness and incur additional indebtedness;
- competition from existing and new competitors;
- the growth of the electric vehicle market;
- our ability to integrate any businesses it may acquire;
- our ability to recruit and retain experienced personnel;
- risks relating to legal proceedings or claims, including liability claims;
- our dependence on third-party contractors to provide various services;
- our ability to obtain additional capital on commercially reasonable terms;
- the continued impact of COVID-19, including COVID-19 related supply chain disruptions and expense increases;
- general economic or political conditions, including the armed conflict in Ukraine; and
- other factors detailed under the section entitled “*Item 3.D. Risk Factors*” in our most recent Annual Report on Form 20-F and in our filings with the SEC.

The foregoing list of factors is not exclusive. If any of these risks materialize or our assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. There may be additional risks that we presently do not know or that we currently believe are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. In addition, forward-looking statements reflect our expectations, plans or forecasts of future events and views as of the date of this reoffer prospectus. We anticipate that subsequent events and developments will cause our assessments to change. However, while we may elect to update these forward-looking statements at some point in the future, we specifically disclaim any obligation to do so, unless required by applicable law. These forward-looking statements should not be relied upon as representing our assessments as of any date subsequent to the date of this reoffer prospectus. Accordingly, undue reliance should not be placed upon the forward-looking statements.

---

[Table of Contents](#)

In addition, statements of belief and similar statements reflect the beliefs and opinions of the Company on the relevant subject. These statements are based upon information available to the Company, as applicable, as of the date of this reoffer prospectus, and while the Company believes such information forms a reasonable basis for such statements, such information may be limited or incomplete, and statements should not be read to indicate that the Company has conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and you are cautioned not to unduly rely upon these statements.

## SUMMARY

### *The Company*

Allego operates one of the largest pan-European EV public charging networks and is a provider of highvalue-add EV charging services to third-party customers. Its large, vehicle-agnostic European public network offers easy access for all EV car, truck and bus drivers. As of December 31, 2022, Allego owns or operates more than 33,000 public charging ports and 17,000 public and private sites across 16 countries and has over 672,000 unique network users, 80% of which are recurring users as of December 31, 2022. In addition, it provides a wide variety of EV-related services including site design and technical layout, authorization and billing, and operations and maintenance to more than 400 customers that include fleets and corporations, charging hosts, original equipment manufacturers, and municipalities.

### *Corporate Information*

Athena Pubco B.V. was incorporated pursuant to Dutch law on June 3, 2021 for the purpose of effectuating the business combination among the Athena Pubco B.V., Athena Merger Sub, Inc., Madeleine Charging B.V., Allego Holding B.V., and, solely with respect to the sections specified therein, E8 Partenaires and, following the consummation of the business combination on March 16, 2022, Allego was redesignated as Allego N.V. and became the parent company of the combined business. In connection with the business combination, the Allego Articles were amended and Allego changed its legal form from a Dutch private liability company (*besloten vennootschap met beperkte aansprakelijkheid*) to a Dutch public liability company (*naamloze vennootschap*).

The mailing address of Allego's registered office is Westervoortsedijk 73 KB, 6827 AV Arnhem, the Netherlands, and Allego's phone number is +31(0)88 033 3033. Allego's principal website address is [www.allego.com](http://www.allego.com). We do not incorporate the information contained on, or accessible through, Allego's websites into this reoffer prospectus, and you should not consider it as a part of this reoffer prospectus.

### *About this Offering*

This reoffer prospectus relates to the public offering by the Selling Securityholder of up to 2,658,426 Ordinary Shares to be issued to the Selling Securityholder upon the exercise of options granted to the Selling Securityholder under the Company's Management Incentive Plan. Subject to the exercise of these options pursuant to the terms of the relevant award agreements (with respect to shares not issued as of the date of this reoffer prospectus), the Selling Securityholder may from time to time sell, transfer or otherwise dispose of any or all of the Ordinary Shares covered by this reoffer prospectus through underwriters or dealers, directly to purchasers (or a single purchaser) or through broker-dealers or agents. We will receive none of the proceeds from the sale of the Ordinary Shares by the Selling Securityholder. The Selling Securityholder will bear all sales commissions and similar expenses in connection with this offering. We will bear all expenses of registration incurred in connection with this reoffer prospectus, as well as any other expenses incurred by us in connection with the registration and offering that are not borne by the Selling Securityholder.

### *Emerging Growth Company*

The Company is an "emerging growth company," as defined in Section 2(a) of the Securities Act, as modified by the Jumpstart Our Business Startups Act of 2012 (the "[JOBS Act](#)"), and it may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies including, but not limited to, not being required to comply with the independent registered public accounting firm attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in its periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved.

---

## Table of Contents

Further, Section 102(b)(1) of the JOBS Act exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that a company can elect to opt out of the extended transition period and comply with the requirements that apply to non-emerging growth companies but any such election to opt out is irrevocable. The Company has elected not to opt out of such extended transition period, which means that when a standard is issued or revised and it has different application dates for public or private companies, the Company, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard. This may make comparison of the Company's consolidated financial statements with another public company that is neither an emerging growth company nor an emerging growth company that has opted out of using the extended transition period difficult or impossible because of the potential differences in accounting standards used.

### ***Foreign Private Issuer***

We are subject to the information reporting requirements of the Exchange Act that are applicable to "foreign private issuers," and under those requirements we file reports with the SEC. As a foreign private issuer, we are not subject to the same requirements that are imposed upon U.S. domestic issuers by the SEC. Under the Exchange Act, we are subject to reporting obligations that, in certain respects, are less detailed and less frequent than those of U.S. domestic reporting companies. For example, we are not required to issue quarterly reports, proxy statements that comply with the requirements applicable to U.S. domestic reporting companies, or individual executive compensation information that is as detailed as that required of U.S. domestic reporting companies. We also have four months after the end of each fiscal year to file our annual reports with the SEC and are not required to file current reports as frequently or promptly as U.S. domestic reporting companies. Furthermore, our officers, directors and principal shareholders are exempt from the requirements to report transactions in our equity securities and from the short-swing profit liability provisions contained in Section 16 of the Exchange Act. As a foreign private issuer, we are also not subject to the requirements of Regulation FD (Fair Disclosure) promulgated under the Exchange Act. These exemptions and leniencies reduce the frequency and scope of information and protections available to you in comparison to those applicable to shareholders of U.S. domestic reporting companies.



**RISK FACTORS**

An investment in our Ordinary Shares involves a high degree of risk. You should carefully consider the risks described under “*Item 3.D. Risk Factors*” in our most recent Annual Report on Form20-F for the year ended December 31, 2022 that was filed with the SEC on May 16, 2023 before making an investment decision. Our business, prospects, financial condition, or operating results could be harmed by any of these risks, as well as other risks not currently known to us or that we currently consider immaterial. The trading price of our securities could decline due to any of these risks, and, as a result, you may lose all or part of your investment.

**DETERMINATION OF OFFERING PRICE**

The Selling Securityholder will determine at what price he may sell the offered Ordinary Shares, and such sales may be made at prevailing market prices or at privately negotiated prices. See "*Plan of Distribution*" below for more information.

**USE OF PROCEEDS**

We will not receive any of the proceeds from the sale of the Ordinary Shares by the Selling Securityholder. All proceeds from the sale of the Ordinary Shares will be for the account of the Selling Securityholder, as described below. See the sections titled “*Selling Securityholder*” and “*Plan of Distribution*” below.

## SELLING SECURITYHOLDER

Ton Louwers, our Chief Financial Officer, is the sole Selling Securityholder of the 2,658,426 Ordinary Shares that may be offered by this reoffer prospectus and will receive all of the net proceeds from the sale of Ordinary Shares offered hereby. Mr. Louwers may acquire the 2,658,426 Ordinary Shares covered by this reoffer prospectus from time to time upon the exercise of options to purchase such shares. These options were granted to Mr. Louwers under the Company's Management Incentive Plan.

The following table presents certain information regarding the ownership of, or future rights to acquire, our Ordinary Shares by Mr. Louwers as of May 23, 2023. Mr. Louwers may offer from time to time all or some of his Ordinary Shares under this reoffer prospectus or in another permitted manner, and no assurance can be given as to the actual number of Ordinary Shares that will be sold by Mr. Louwers or that will be held by Mr. Louwers after completion of the sales. We also cannot advise you as to whether Mr. Louwers will, in fact, sell any or all of such Ordinary Shares. See "*Plan of Distribution*."

We will supplement this reoffer prospectus to identify additional selling securityholders and/or the number of Ordinary Shares to be reoffered and resold by them, as applicable, as that information becomes known to the extent such selling securityholder will rely on this registration statement of which this reoffer prospectus is a part to reoffer and resell Ordinary Shares they acquire pursuant to the plans.

The address for of Mr. Louwers is c/o Allego N.V., Westervoortsedijk 73 KB 6827 AV, Arnhem, the Netherlands. To our knowledge, Mr. Louwers has sole voting and sole investment power with respect to all securities that he beneficially owns, subject to community property laws where applicable.

<u>Name and Position at the Company</u>	<u>Ordinary Shares owned prior to resale</u>	<u>Percentage of Ordinary Shares owned prior to resale</u>	<u>Ordinary Shares offered for resale</u>	<u>Ordinary Shares owned after completion of resale</u>	<u>Percentage of Ordinary Shares owned after completion of resale</u>
Ton Louwers, Chief Financial Officer	2,658,426(1)	1.0%(2)	2,658,426(3)	0	0%

1. Reflects all Ordinary Shares acquired or issuable to a person pursuant to applicable grants previously made irrespective of whether such grants are exercisable, vested or convertible as of May 23, 2023, or will become exercisable, vested or convertible within 60 days after May 23, 2023.
2. This information is based on 267,177,592 Ordinary Shares outstanding at May 23, 2023.
3. Assumes all of the Ordinary Shares being offered are sold in the offering and that no additional shares are purchased or otherwise acquired other than pursuant to the options relating to the shares being offered.

***Other Material Relationships with the Selling Securityholder***

*Employment Relationships*

We have entered into an employment agreement with Mr. Louwers. The agreement provide for, among other things, annual base, equity and bonus compensation, and the responsibilities of the parties in the event of certain terminations and change-of-control transactions.

*Indemnification Agreements with Directors and Executive Officers*

Subject to certain exceptions, the Company's Articles of Association provide for indemnification of the Registrant's current and former directors and other current and former officers and employees as designated by the Registrant's board of directors. No indemnification under the Company's Articles of Association shall be given to an indemnified person:

- if a competent court or arbitral tribunal has established, without having (or no longer having) the possibility for appeal, that the acts or omissions of such indemnified person that led to the financial losses, damages, expenses, suit, claim, action or legal proceedings as described above are of an unlawful nature (including acts or omissions which are considered to constitute malice, gross negligence, intentional recklessness and/or serious culpability attributable to such indemnified person);
- to the extent that his or her financial losses, damages and expenses are covered under insurance and the relevant insurer has settled, or has provided reimbursement for, these financial losses, damages and expenses (or has irrevocably undertaken to do so);
- in relation to proceedings brought by such indemnified person against the Registrant, except for proceedings brought to enforce indemnification to which he is entitled pursuant to our articles of association, pursuant to an agreement between such indemnified person and the Registrant which has been approved by our board of directors or pursuant to insurance taken out by the Registrant for the benefit of such indemnified person; and
- for any financial losses, damages or expenses incurred in connection with a settlement of any proceedings effected without our prior consent.

Under the Company's Articles of Association, the board of directors may stipulate additional terms, conditions and restrictions in relation to the indemnification described above. The indemnification rights set forth above shall not be exclusive of any other right which an indemnified person may have or hereafter acquire under any statute, provision of the Registrant's Articles of Association, agreement, vote of shareholders or disinterested directors or otherwise. The Company also maintains standard policies of insurance that provide coverage (1) to its directors and officers, including the Selling Securityholder, against loss arising from claims made by reason of breach of duty or other wrongful act and (2) to the Company with respect to indemnification payments that it may make to such directors and officers.

## PLAN OF DISTRIBUTION

The Ordinary Shares covered by this reoffer prospectus are being registered by the Company for the account of the Selling Securityholder. The Ordinary Shares offered may be sold from time to time directly by or on behalf of the Selling Securityholder in one or more transactions on the New York Stock Exchange or any other stock exchange on which the Ordinary Shares may be listed at the time of sale, in privately negotiated transactions, or through a combination of such methods, at market prices prevailing at the time of sale, at prices related to such prevailing market prices, at fixed prices (which may be changed) or at negotiated prices. The Selling Securityholder may sell shares through one or more agents, brokers or dealers or directly to purchasers. Such brokers or dealers may receive compensation in the form of commissions, discounts or concessions from the Selling Securityholder and/or purchasers of the shares or both. Such compensation as to a particular broker or dealer may be in excess of customary commissions.

In connection with his sales, the Selling Securityholder and any participating broker or dealer may be deemed to be “underwriters” within the meaning of the Securities Act, and any commissions they receive and the proceeds of any sale of shares may be deemed to be underwriting discounts and commissions under the Securities Act. We are bearing all costs relating to the registration of the Ordinary Shares. Any commissions or other fees payable to brokers or dealers in connection with any sale of the shares will be borne by the Selling Securityholder or other party selling such shares. Sales of the shares must be made by the Selling Securityholder in compliance with all applicable state and federal securities laws and regulations, including the Securities Act. In addition to any shares sold hereunder, the Selling Securityholder may sell Ordinary Shares in compliance with Rule 144 under the Securities Act. There is no assurance that the Selling Securityholder will sell all or a portion of the Ordinary Shares offered hereby. The Selling Securityholder may agree to indemnify any broker, dealer or agent that participates in transactions involving sales of the shares against certain liabilities in connection with the offering of the shares arising under the Securities Act. We have notified the Selling Securityholder of the need to deliver a copy of this reoffer prospectus in connection with any sale of the Ordinary Shares.

The anti-manipulation rules of Regulation M under the Exchange Act may apply to sales of our Ordinary Shares and activities of the Selling Securityholder, which may limit the timing of purchases and sales of any of the Ordinary Shares by the Selling Securityholder and any other participating person. Regulation M may also restrict the ability of any person engaged in the distribution of the Ordinary Shares to engage in passive market-making activities with respect to the Ordinary Shares. Passive market making involves transactions in which a market maker acts as both our underwriter and as a purchaser of our Ordinary Shares in the secondary market. All of the foregoing may affect the marketability of the Ordinary Shares and the ability of any person or entity to engage in market-making activities with respect to the Ordinary Shares.

Once sold under the registration statement of which this reoffer prospectus forms a part, the Ordinary Shares will be freely tradable in the hands of persons other than our affiliates.

## LEGAL MATTERS

The validity of the issuance of the Ordinary Shares offered hereby has been passed upon for Allego N.V. by NautaDutilh N.V., Amsterdam, Netherlands.

## EXPERTS

The consolidated financial statements of Allego N.V. at December 31, 2022 and 2021, and for the three years ended December 31, 2022, incorporated by reference in this prospectus and registration statement have been audited by Ernst & Young Accountants LLP, independent registered public accounting firm, as set forth in their report thereon (which contains an explanatory paragraph describing a change in account principle as described in Note 2.7.24 to the consolidated financial statements), and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

## WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-8 (the “[Form S-8](#)”) with respect to the securities offered by this reoffer prospectus. This reoffer prospectus does not contain all of the information included in the S-8. For further information pertaining to us and our securities, you should refer to the Form S-8 and to its exhibits. Whenever reference is made in this reoffer prospectus to any of our contracts, agreements or other documents, the references are not necessarily complete, and you should refer to the annexes to the prospectus and the exhibits attached to the registration statement for copies of the actual contract, agreement or other document. You may inspect a copy of the registration statement through the SEC’s website, as provided herein.

We are subject to the information reporting requirements of the Exchange Act, and we have and will file annual, quarterly and current reports, proxy statements and other information with the SEC. Our SEC filings are available to the public over the internet at the SEC’s website at [www.sec.gov](http://www.sec.gov) and on our website at [www.allego.eu](http://www.allego.eu). The information found on, or that can be accessed from or that is hyperlinked to, our website is not part of this reoffer prospectus.

## INCORPORATION BY REFERENCE

The SEC allows us to “incorporate by reference” in this reoffer prospectus certain information we file with the SEC, which means that we can disclose important information to you by referring you to another document filed separately with the SEC. Any information referenced this way is considered to be a part of this reoffer prospectus, and any information filed by us with the SEC subsequent to the date of this reoffer prospectus automatically will be deemed to update and supersede this information. We incorporate by reference the documents listed below, which we have previously filed with the SEC:

1. Our Annual Report on [Form 20-F](#) for the year ended December 31, 2022, filed with the SEC on May 16, 2023; and
2. The description of the Ordinary Shares included in the Registration Statement on [Form 8-A](#) filed with the SEC on March 17, 2022, pursuant to Section 12(b) of the Exchange Act, including all other amendments and reports filed for the purpose of updating such description.

In addition to the foregoing, all documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, and all reports on Form 6-K, or portions thereof, subsequently furnished by the Registrant which state that they are incorporated by reference herein, prior to the filing of a post-effective amendment which indicates that all securities offered hereunder have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be part hereof from the date of filing of such documents and reports.

The documents listed above will be deemed to be incorporated by reference in this reoffer prospectus and to be a part hereof from their respective dates of filing, in each case, except for the portions of such documents furnished or otherwise not filed with the SEC which are deemed not to be incorporated by reference into this reoffer prospectus (such documents, and the documents enumerated above, being hereinafter referred to as “[Incorporated Documents](#)”).

---

## Table of Contents

Any statement contained in an Incorporated Document will be deemed to be modified or superseded for purposes of this reoffer prospectus to the extent that a statement contained herein or in any other subsequently filed Incorporated Document modifies or supersedes such statement. Any such statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this reoffer prospectus.

We will provide to each person, including any beneficial owner, to whom a reoffer prospectus is delivered, without charge, upon written or oral request, a copy of any or all of the documents that are incorporated by reference into this reoffer prospectus but not delivered with this reoffer prospectus, excluding any exhibits to those documents unless the exhibit is specifically incorporated by reference as an exhibit in this reoffer prospectus or any accompanying prospectus supplement. You should direct requests for documents to:

Allego N.V.  
Westervoortsedijk 73 KB 6827 AV  
Arnhem, the Netherlands  
+31 (0) 88 033 3033



**PART II**  
**INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

**Item 3. Incorporation of Documents by Reference.**

The following documents filed with the SEC by the Registrant pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), are hereby incorporated by reference in this Registration Statement:

- (a) The Registrant's Annual Report on [Form 20-F](#) for the fiscal year ended December 31, 2022, filed with the SEC on May 16, 2023; and
- (b) The description of the Registrant's securities contained in the Registration Statement on [Form 8-A](#), filed with the SEC on March 17, 2022, including all other amendments and reports filed for the purpose of updating such description.

In addition to the foregoing, all documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, and all reports on Form 6-K, or portions thereof, subsequently furnished by the Registrant which state that they are incorporated by reference herein, prior to the filing of a post-effective amendment which indicates that all securities offered hereunder have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be part hereof from the date of filing of such documents and reports.

Any document or any statement contained in a document or report incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a document or a statement contained in any subsequently filed document or report that is also incorporated or deemed to be incorporated by reference herein modifies or supersedes such document or statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement. Subject to the foregoing, all information appearing in the Registration Statement is qualified in its entirety by the information appearing in the documents incorporated by reference.

**Item 4. Description of Securities.**

Not applicable.

**Item 5. Interests of Named Experts and Counsel.**

Not applicable.

**Item 6. Indemnification of Directors and Officers.**

Under Dutch law, the Registrant's Executive Directors and Non-Executive Directors may be held liable for damages in the event of improper or negligent performance of their duties. They may be held liable for damages to the Registrant and to third parties for infringement of the Registrant's articles of association or of certain provisions of Dutch law. In certain circumstances, they may also incur other specific civil and criminal liabilities. Subject to certain exceptions, the Registrant's Articles of Association provide for indemnification of the Registrant's current and former directors and other current and former officers and employees as designated by the Registrant's board of directors. No indemnification under the Registrant's Articles of Association shall be given to an indemnified person:

- if a competent court or arbitral tribunal has established, without having (or no longer having) the possibility for appeal, that the acts or omissions of such indemnified person that led to the financial losses, damages, expenses, suit, claim, action or legal proceedings as described above are of an unlawful nature (including acts or omissions which are considered to constitute malice, gross negligence, intentional recklessness and/or serious culpability attributable to such indemnified person);

## Table of Contents

- to the extent that his or her financial losses, damages and expenses are covered under insurance and the relevant insurer has settled, or has provided reimbursement for, these financial losses, damages and expenses (or has irrevocably undertaken to do so);
- in relation to proceedings brought by such indemnified person against the Registrant, except for proceedings brought to enforce indemnification to which he is entitled pursuant to our articles of association, pursuant to an agreement between such indemnified person and the Registrant which has been approved by our board of directors or pursuant to insurance taken out by the Registrant for the benefit of such indemnified person; and
- for any financial losses, damages or expenses incurred in connection with a settlement of any proceedings effected without our prior consent.

Under the Registrant's Articles of Association, the board of directors may stipulate additional terms, conditions and restrictions in relation to the indemnification described above.

The indemnification rights set forth above shall not be exclusive of any other right which an indemnified person may have or hereafter acquire under any statute, provision of the Registrant's Articles of Association, agreement, vote of shareholders or disinterested directors or otherwise.

The Registrant also maintains standard policies of insurance that provide coverage (1) to its directors and officers against loss arising from claims made by reason of breach of duty or other wrongful act and (2) to the Registrant with respect to indemnification payments that it may make to such directors and officers.

### **Item 7. Exemption from Registration Claimed.**

Not applicable.

### **Item 8. Exhibits.**

The following exhibits are filed as part of this Registration Statement:

<u>Exhibit Number</u>	<u>Description of Document</u>
4.1	<a href="#"><u>Deed of Conversion and Amendment to the Articles of Association of Allego N.V. (incorporated by reference to Exhibit 1.1 to the Form 20-F filed on March 22, 2022).</u></a>
5.1*	<a href="#"><u>Opinion of NautaDutilh N.V.</u></a>
23.1*	<a href="#"><u>Consent of Ernst &amp; Young Accountants LLP.</u></a>
23.2*	<a href="#"><u>Consent of NautaDutilh N.V. (included as part of Exhibit 5.1).</u></a>
24.1*	<a href="#"><u>Powers of Attorney (included in the signature pages to this Registration Statement).</u></a>
99.1	<a href="#"><u>Allego Long-Term Incentive Plan (incorporated by reference to Exhibit 10.13 to the Registrant's Form F-4 filed with the SEC on September 30, 2021).</u></a>
99.2*	<a href="#"><u>Allego Management Incentive Plan</u></a>
107*	<a href="#"><u>Filing fee table.</u></a>

\* Filed herewith.

---

## Table of Contents

### **Item 9. Undertakings.**

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

*provided, however*, that paragraphs (a)(1)(i) and (a)(1)(ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of the Hague, the Netherlands, on May 23, 2023.

**ALLEGO N.V.**

By: /s/ Mathieu Bonnet  
Name: Mathieu Bonnet  
Title: Chief Executive Officer

**POWER OF ATTORNEY**

**KNOW ALL PERSONS BY THESE PRESENTS**, that each person whose signature appears below constitutes and appoints and hereby authorizes Mathieu Bonnet and Ton Louwers, and each of them, as such person's true and lawful attorney-in-fact, with full power of substitution or resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign on such person's behalf, individually and in each capacity stated below, any and all amendments to this registration statement, and any subsequent registration statement filed by the registrant pursuant to Rule 462(b) of the Securities Act, and to file or cause to be filed the same, with all exhibits thereto, and other documents in connection therewith, with the SEC, granting unto said attorneys-in-fact, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in connection therewith, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, and each of them, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Capacity</u>	<u>Date</u>
<u>/s/ Mathieu Bonnet</u> Mathieu Bonnet	Chief Executive Officer, Director (principal executive officer)	May 23, 2023
<u>/s/ Ton Louwers</u> Ton Louwers	Chief Financial Officer (principal financial and accounting officer)	May 23, 2023
<u>/s/ Jane Garvey</u> Jane Garvey	Chair of the Board of Directors	May 23, 2023
<u>/s/ Julien Touati</u> Julien Touati	Vice-Chair of the Board of Directors	May 23, 2023
<u>/s/ Thierry Déau</u> Thierry Déau	Director	May 23, 2023
<u>/s/ Thomas Josef Maier</u> Thomas Josef Maier	Director	May 23, 2023
<u>/s/ Julia Prescott</u> Julia Prescott	Director	May 23, 2023
<u>/s/ Patrick Sullivan</u> Patrick Sullivan	Director	May 23, 2023

---

**Table of Contents**

/s/ Ronald Stroman  
Ronald Stroman

Director

May 23, 2023

/s/ Christian Vollman  
Christian Vollman

Director

May 23, 2023

**AUTHORIZED REPRESENTATIVE**

Pursuant to the requirements of the Securities Act, this registration statement on FormS-8 has been signed on behalf of the registrant by the undersigned, solely in his capacity as the duly authorized representative of the registrant in the United States, on May 23, 2023.

By: /s/ Benjamin Goldberg  
Name: Benjamin Goldberg  
Title: Authorized Representative in the United States

P.O. Box 7113  
1007 JC Amsterdam  
Beethovenstraat 400  
1082 PR Amsterdam  
T +31 20 71 71 000  
F +31 20 71 71 111

Amsterdam, 23 May 2023

To the Company:

We have acted as legal counsel as to Dutch law to the Company in connection with the Plans and the filing of the Registration Statement with the SEC. This opinion letter is rendered to you in order to be filed with the SEC as an exhibit to the Registration Statement.

Capitalised terms used in this opinion letter have the meanings set forth in Exhibit A to this opinion letter. The section headings used in this opinion letter are for convenience of reference only and are not to affect its construction or to be taken into consideration in its interpretation.

This opinion letter is strictly limited to the matters stated in it and may not be read as extending by implication to any matters not specifically referred to in it. Nothing in this opinion letter should be taken as expressing an opinion in respect of any representations or warranties, or other information, contained in any document reviewed by us in connection with this opinion letter.

In rendering the opinions expressed in this opinion letter, we have reviewed and relied upon a draft of the Registration Statement and pdf copies of the Plans and the Corporate Documents and we have assumed that Awards under the Plans shall be made for bona fide commercial reasons. We have not investigated or verified any factual matter disclosed to us in the course of our review.

This opinion letter sets out our opinion on certain matters of the laws with general applicability of the Netherlands, and, insofar as they are directly applicable in the Netherlands, of the European Union, as at today's date and as presently interpreted under published authoritative case law of the Dutch courts, the General Court and the Court of Justice of the European Union. We do not express any opinion on Dutch or European competition law, data protection law, tax law, securitisation law or regulatory law. No undertaking is assumed on our part to revise, update or amend this opinion letter in connection with, or to notify or inform you of, any developments and/or changes of Dutch law subsequent to today's date. We do not purport to opine on the consequences of amendments to the Plans, the Registration Statement or the Corporate Documents subsequent to the date of this opinion letter.

The opinions expressed in this opinion letter are to be construed and interpreted in accordance with Dutch law. The competent courts at Amsterdam, the Netherlands, have exclusive jurisdiction to settle any issues of interpretation or liability arising

All legal relationships are subject to NautaDutilh N.V.'s general terms and conditions (see <https://www.nautadutilh.com/terms>), which apply mutatis mutandis to our relationship with third parties relying on statements of NautaDutilh N.V., include a limitation of liability clause, have been filed with the Rotterdam District Court and will be provided free of charge upon request. NautaDutilh N.V.; corporate seat Rotterdam; trade register no. 24338323.

out of or in connection with this opinion letter. Any legal relationship arising out of or in connection with this opinion letter (whether contractual or non-contractual), including the above submission to jurisdiction, is governed by Dutch law and shall be subject to the general terms and conditions of NautaDutilh. Any liability arising out of or in connection with this opinion letter shall be limited to the amount which is paid out under NautaDutilh's insurance policy in the matter concerned. No person other than NautaDutilh may be held liable in connection with this opinion letter.

In this opinion letter, legal concepts are expressed in English terms. The Dutch legal concepts concerned may not be identical in meaning to the concepts described by the English terms as they exist under the law of other jurisdictions. In the event of a conflict or inconsistency, the relevant expression shall be deemed to refer only to the Dutch legal concepts described by the English terms.

For the purposes of this opinion letter, we have assumed that:

- a. each copy of a document conforms to the original, each original is authentic, and each signature is the genuine signature of the individual purported to have placed that signature;
- b. if any signature under any document is an electronic signature (as opposed to a handwritten ("wet ink") signature) only, it is either a qualified electronic signature within the meaning of the eIDAS Regulation, or the method used for signing is otherwise sufficiently reliable;
- c. the Registration Statement has been or will be filed with the SEC in the form reviewed by us;
- d. at each Relevant Moment, Ordinary Shares shall have been admitted for trading on a regulated market, a multilateral trading facility or a comparable trading system outside the European Economic Area as referred to in Section 2:86c(1) DCC;
- e. the Current Articles are the Articles of Association currently in force and as they will be in force at each Relevant Moment;
- f. at each Relevant Moment, the authorised share capital (*maatschappelijk kapitaal*) of the Company shall allow for the grant of Awards and the issuance of Plan Shares pursuant to the exercise or settlement thereof;
- g. at each Relevant Moment, the Company will not have (i) been dissolved (*ontbonden*), (ii) ceased to exist pursuant to a merger (*fusie*) or a division (*splitsing*), (iii) been converted (*omgezet*) into another legal form, either



national or foreign, (iv) had its assets placed under administration (*onder bewind gesteld*), (v) been declared bankrupt (*failliet verklaard*), (vi) been granted a suspension of payments (*surseance van betaling verleend*), (vii) started or become subject to statutory proceedings for the restructuring of its debts (*akkoordprocedure*) or (viii) been made subject to similar proceedings in any jurisdiction or otherwise been limited in its power to dispose of its assets;

- h. no Awards shall be offered to the public (*aanbieden aan het publiek*) in the Netherlands other than in conformity with the Prospectus Regulation, the PRIIPs Regulation and the rules promulgated thereunder;
- i. at each Relevant Moment, (i) the relevant Award(s) shall have been validly granted as a right to subscribe for Ordinary Shares (*recht tot het nemen van aandelen*) by the corporate body authorised to do so, (ii) shall be in full force and effect upon being exercised or settled, as applicable, (iii) shall have been validly exercised or settled, as applicable, in accordance with the terms and conditions applicable to such Award(s) and (iv) any pre-emption rights in respect of such Award(s) shall have been validly excluded by the corporate body authorised to do so; and
- j. at each Relevant Moment, each holder of the relevant Award(s) shall be an individual who has not (i) deceased, (ii) had such individual's assets placed under administration (*onder bewind gesteld*), (iii) been declared bankrupt (*failliet verklaard*), (iv) been granted a suspension of payments (*surseance van betaling verleend*), (v) been subjected to a debt reorganisation procedure (*schuldsanering*), (vi) started or become subject to statutory proceedings for the restructuring of such individual's debts (*akkoordprocedure*) or (vii) been made subject to similar proceedings in any jurisdiction or otherwise been limited in the power to dispose of such individual's assets.

Based upon and subject to the foregoing and subject to the qualifications set forth in this opinion letter and to any matters, documents or events not disclosed to us, we express the following opinions:

**Corporate Status**

- 1. The Company has been duly incorporated as a *besloten vennootschap met beperkte aansprakelijkheid* and is validly existing as a *naamloze vennootschap*.

**Plan Shares**

2. Subject to receipt by the Company of payment in full for, or other satisfaction of the issue price of, the Plan Shares in accordance with the Plans, and when issued and accepted in accordance with the Plans, the Plan Shares shall be validly issued, fully paid and non-assessable.

The opinions expressed above are subject to the following qualifications:

- A. Opinion 1 must not be read to imply that the Company cannot be dissolved (*ontbonden*). A company such as the Company may be dissolved, inter alia by the competent court at the request of the company's board of directors, any interested party (*belanghebbende*) or the public prosecution office in certain circumstances, such as when there are certain defects in the incorporation of the company. Any such dissolution will not have retro-active effect.
- B. Pursuant to Section 2:7 DCC, any transaction entered into by a legal entity may be nullified by the legal entity itself or its liquidator in bankruptcy proceedings (*curator*) if the objects of that entity were transgressed by the transaction and the other party to the transaction knew or should have known this without independent investigation (*wist of zonder eigen onderzoek moest weten*). The Dutch Supreme Court (*Hoge Raad der Nederlanden*) has ruled that in determining whether the objects of a legal entity are transgressed, not only the description of the objects in that legal entity's articles of association (*statuten*) is decisive, but all (relevant) circumstances must be taken into account, in particular whether the interests of the legal entity were served by the transaction. Based on the objects clause contained in the Current Articles, we have no reason to believe that, by making Awards under the Plans, the Company would transgress the description of the objects contained in its Articles of Association. However, we cannot assess whether there are other relevant circumstances that must be taken into account, in particular whether the interests of the Company are served by making Awards under the Plan since this is a matter of fact.
- C. Pursuant to Section 2:98c DCC, a company such as the Company may grant loans (*eningen verstrekken*) only in accordance with the restrictions set out in Section 2:98c DCC, and may not provide security (*zekerheid stellen*), give a price guarantee (*koersgarantie geven*) or otherwise bind itself, whether jointly and severally or otherwise with or for third parties (*zich op andere wijze sterk maken of zich hoofdelijk of anderszins naast of*

*voor anderen verbinden*) with a view to (*met het oog op*) the subscription or acquisition by third parties of shares in its share capital or depository receipts. This prohibition also applies to its subsidiaries (*dochtervennootschappen*). It is generally assumed that a transaction entered into in violation of Section 2:98c DCC is null and void (*nietig*). Based on the content of the Plans, we have no reason to believe that the Company or its subsidiaries will violate Section 2:98c DCC in connection with the issue of Plan Shares. However, we cannot confirm this definitively, since the determination of whether a company (or a subsidiary) has provided security, has given a price guarantee or has otherwise bound itself, with a view to the subscription or acquisition by third parties of shares in its share capital or depository receipts, as described above, is a matter of fact.

- D. The opinions expressed in this opinion letter may be limited or affected by:
- a. rules relating to Insolvency Proceedings or similar proceedings under a foreign law and other rules affecting creditors' rights generally;
  - b. the provisions of fraudulent preference and fraudulent conveyance (*Actio Pauliana*) and similar rights available in other jurisdictions to insolvency practitioners and insolvency office holders in bankruptcy proceedings or creditors;
  - c. claims based on tort (*onrechtmatige daad*);
  - d. sanctions and measures, including but not limited to those concerning export control, pursuant to European Union regulations, under the Dutch Sanctions Act 1977 (*Sanctiewet 1977*) or other legislation;
  - e. the Anti-Boycott Regulation, Anti Money Laundering Laws and related legislation;
  - f. any intervention, recovery or resolution measure by any regulatory or other authority or governmental body in relation to financial enterprises or their affiliated entities; and
  - g. the rules of force majeure (*niet toerekenbare tekortkoming*), reasonableness and fairness (*redelijkheid en billijkheid*), suspension (*opschorting*), dissolution (*ontbinding*), unforeseen circumstances (*onvoorziene omstandigheden*) and vitiated consent

(i.e., duress (*bedreiging*), fraud (*bedrog*), abuse of circumstances (*misbruik van omstandigheden*) and error (*dwaling*)) or a difference of intention (*wil*) and declaration (*verklaring*).

- E. The term “non-assessable” has no equivalent in the Dutch language and for purposes of this opinion letter such term should be interpreted to mean that a holder of an Ordinary Share shall not by reason of merely being such a holder be subject to assessment or calls by the Company or its creditors for further payment on such Ordinary Share.
- F. This opinion letter does not purport to express any opinion or view on the operational rules and procedures of any clearing or settlement system or agency.

We consent to the filing of this opinion letter as an exhibit to the Registration Statement. In giving this consent we do not admit or imply that we are a person whose consent is required under Section 7 of the United States Securities Act of 1933, as amended, or any rules and regulations promulgated thereunder.

Sincerely yours,

/s/ NautaDutilh N.V.

NautaDutilh N.V.

**EXHIBIT A**

**LIST OF DEFINITIONS**

“Anti Money Laundering Laws”	The European Anti-Money Laundering Directives, as implemented in the Netherlands in the Money Laundering and Terrorist Financing Prevention Act ( <i>Wet ter voorkoming van witwassen en financieren van terrorisme</i> ) and the Dutch Criminal Code ( <i>Wetboek van Strafrecht</i> ).
“Anti-Boycott Regulation”	The Council Regulation (EC) No 2271/96 of 22 November 1996 on protecting against the effects of the extra-territorial application of legislation adopted by a third country, and actions based thereon or resulting therefrom.
“Articles of Association”	The Company’s articles of association ( <i>statuten</i> ) as they read from time to time.
“Awards”	Rights to subscribe for Ordinary Shares granted pursuant to the terms and conditions of the Plans.
“Bankruptcy Code”	The Dutch Bankruptcy Code ( <i>Faillissementswet</i> ).
“Commercial Register”	The Dutch Commercial Register ( <i>handelsregister</i> ).
“Company”	Allego N.V., a public company with limited liability ( <i>naamloze vennootschap</i> ), registered with the Commercial Register under number 73283754.
“Corporate Documents”	The Deed of Incorporation, the Deed of Conversion and the Current Articles.
“Current Articles”	The Articles of Association as contained in the Deed of Conversion.
“DCC”	The Dutch Civil Code ( <i>Burgerlijk Wetboek</i> ).
“Deed of Conversion”	The deed of conversion and amendment to the Articles of Association dated 16 March 2022.

“ <b>Deed of Incorporation</b> ”	The Company’s deed of incorporation ( <i>akte van oprichting</i> ) dated 3 June 2021.
“ <b>eIDAS Regulation</b> ”	Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.
“ <b>Insolvency Proceedings</b> ”	Any insolvency proceedings within the meaning of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast), as amended by Regulation (EU) 2021/2260 of the European Parliament and of the Council of 15 December 2021, listed in Annex A thereto and any statutory proceedings for the restructuring of debts ( <i>akkoordprocedure</i> ) pursuant to the Bankruptcy Code.
“ <b>NautaDutilh</b> ”	NautaDutilh N.V.
“ <b>the Netherlands</b> ”	The European territory of the Kingdom of the Netherlands and “ <b>Dutch</b> ” is in or from the Netherlands.
“ <b>Ordinary Shares</b> ”	Ordinary shares in the Company’s capital, with a nominal value of EUR 0.12 each.
“ <b>Plans</b> ”	The long-term incentive plan and the management incentive plan of the Company in the forms attached as exhibits 99.1 and 99.2, respectively, to the Registration Statement.
“ <b>Plan Shares</b> ”	42,601,569 Ordinary Shares available for issuance under the Plans.
“ <b>Prospectus Regulation</b> ”	Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC.

**“Registration Statement”**

The Company’s registration statement on Form S-8 filed or to be filed with the SEC in the form reviewed by us.

**“Relevant Moment”**

Each time when one or more Awards are granted or one or more Plan Shares are issued pursuant to the exercise or settlement of the relevant Award(s).

**“SEC”**

The United States Securities and Exchange Commission.

**Consent of Independent Registered Public Accounting Firm**

We consent to the reference to our firm under the caption “Experts” and to the incorporation by reference in the Registration Statement (Form S-8) dated May 23, 2023, pertaining to the Long-Term Incentive Plan and Management Incentive Plan of Allego N.V., of our reports dated May 16, 2023, with respect to the consolidated financial statements of Allego N.V. included in its Form 20-F for the year ended December 31, 2022, filed with the Securities and Exchange Commission.

/s/ Ernst & Young Accountants LLP

Amsterdam, Netherlands  
May 23, 2023



**ALLEGO N.V.**  
**MANAGEMENT INCENTIVE PLAN**

---

## CONTENTS

Clause	Page
1. Definitions and Interpretation	3
2. Administration	8
3. Awards	9
4. Types of Awards	10
5. Performance Criteria	10
6. Plan Shares Available for Awards	11
7. Vesting, Exercise and Settlement	11
8. Pricing Restrictions for Options	12
9. Leaver	12
10. Change of Control	13
11. Lock-up	13
12. Data Protection	13
13. Tax	14
14. Miscellaneous Provisions	15
15. Amendments	16
16. Governing Law and Jurisdiction	16

---

**WHEREAS**

- (A) This document sets out the Company's management incentive plan for mr A.H.T. Louwers, the current CFO and COO of the Board.
- (B) The main purposes of this Plan are:
- (i) to recognise and reward the Participant for his contribution to the growth and sustainable success of Allego B.V. and its business;
  - (ii) to enhance commitment of the Participant to the Company and its business; and
  - (iii) to encourage the Participant's contribution to the long-term performance of the Company by aligning his interests with the interests of the Company's shareholders.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Plan the following definitions shall apply:

<b>Award</b>	A grant under this Plan in the form of the Grant Options and the Performance Options.
<b>Award Agreement</b>	A written agreement between the Company and the Participant, substantially in the form of Annex A to this Plan, evidencing the grant of an Award to the Participant and containing such terms as the Board may determine, consistent with and subject to the terms of this Plan.
<b>Bad Leaver</b>	The Participant who: <ul style="list-style-type: none"><li>(a) breaches an obligation of the Award Agreement and/or this Plan that the Committee reasonably considers material in the context of the Plan; or</li><li>(b) ceases to be employed or engaged by the Company or one of its Subsidiaries as a result of the Participant (i) receiving written notice that his employment with or engagement by the Company or relevant Subsidiary will cease for Cause or (ii) breaching the non-compete obligation as included in the employment agreement between Allego Holding B.V. and the Participant dated 12 January 2022.</li></ul>

---

<b>Blocking Period</b>	The eighteen (18) month period following the completion of the De-SPAC transaction in relation to the Company (i.e. 8 September 2023).
<b>Board</b>	The Company's board of directors.
<b>Cause</b>	<p>With respect to the Participant, "cause" as defined in the Participant's employment, service or consulting agreement with the Company or a Subsidiary, or if not so defined (and unless determined otherwise in the Award Agreement or by the Committee):</p> <p>(a) the Participant's indictment for any crime or fraud or any other conduct by the Participant which should be considered as an urgent cause within the meaning of Section 7:678 DCC, irrespective of whether that provision applies to the Participant's relationship with the Company and/or any Subsidiary; and</p> <p>(b) one of the circumstances described in the following clauses:</p> <ul style="list-style-type: none"><li>(i) Section 7:669(3)(d) of the DCC;</li><li>(ii) Section 7:669(3)(e) of the DCC;</li><li>(iii) Section 7:669(3)(f) of the DCC;</li><li>(iv) Section 7:669(3)(g) of the DCC;</li><li>(v) Section 7:669(3)(h) of the DCC; and</li><li>(vi) Section 7:669(3)(i) of the DCC,</li></ul> <p>provided that the occurrence of an event described in (iv) or (v), shall only constitute Cause if and when such event is primarily attributable to the Company or relevant Subsidiary.</p>
<b>Change of Control</b>	<p>The occurrence of any one or more of the following events:</p> <p>(a) the direct or indirect change in ownership or control of the Company effected through one transaction, or a series of related transactions within a twelve-month period, as a</p>

---

result of which any Person or group of Persons acting in concert, directly or indirectly acquires (i) beneficial ownership of more than half of the Company's issued share capital and/or (ii) the ability to cast more than half of the voting rights in the General Meeting;

- (b) at any time during a period of twelve consecutive months, individuals who at the beginning of such period constituted the Board cease to constitute a majority of members of the Board, provided that any new Director who was nominated for appointment by the Board by a vote of at least a majority of the Directors who either were Directors at the beginning of such twelve-month period or whose nomination for appointment was so approved, shall be considered as though such individual were a Director at the beginning of such twelve-month period;
- (c) the consummation of a merger, demerger or business combination of the Company or any Subsidiary with another Person, unless such transaction results in the shares in the Company's capital outstanding immediately prior to the consummation of such transaction continuing to represent (either by remaining outstanding or by being converted into, or exchanged for, voting securities of the surviving or acquiring Person or a parent thereof) at least half of the voting rights in the General Meeting or in the shareholders' meeting of such surviving or acquiring Person or parent outstanding immediately after the consummation of such transaction;
- (d) the consummation of any sale, lease, exchange or other transfer to any Person or group of Persons acting in concert, not being Subsidiaries, in one transaction or a series of related transactions within a twelve-month period, of all or substantially all of the business of the Company and its Subsidiaries; or
- (e) subject to Clause 10, such other event which the Committee determines to constitute a change of control in respect of the Company.

<b>Clause</b>	A clause of this Plan.
<b>Committee</b>	The compensation committee established by the Board.
<b>Company</b>	Allego N.V.
<b>DCC</b>	The Dutch Civil Code.
<b>Director</b>	A member of the Board.
<b>Exercise Date</b>	The date on which an Award is duly exercised by or on behalf of the Participant concerned.
<b>Exercise Price</b>	The exercise price applicable to the Awards is the nominal value of the relevant Plan Shares at the Grant Date.
<b>Exercise Window</b>	<p>(a) The Grant Options will remain exercisable for a period of ten (10) years following the end of the Blocking Period; and</p> <p>(b) the vested Performance Options will remain exercisable for a period of ten (10) years following the Grant Date,</p> <p>the Grant Options and the Performance Options shall become null and void, to the extent outstanding and not exercised at that time, after the end of the relevant Exercise Window.</p>
<b>FMV</b>	<p>(i) The closing price of a Share on the relevant date (or, if there is no reported sale of Shares on such date, on the last preceding date on which any such reported sale occurred) on the principal stock exchange where Shares have been admitted for trading or</p> <p>(ii) If, on such date, the Shares are not listed or quoted on a national or regional securities exchange or quotation system, the FMV will be based on the equity value of the Company made by an independent third party/valuation expert within the preceding twelve (12) months.</p> <p>At the date of this Plan the total equity value of the Company is EUR 2,500,000,000, which value is assumed to be the FMV in the absence of (i) or (ii).</p>
<b>Grant Date</b>	The date on which the Awards are offered and accepted by delivering written notice to the Participant by the Company.

<b>Grant Options</b>	The right granted to the Participant to subscribe for, or otherwise acquire, 0.5% of the issued share capital of the Company <b>subject to</b> the expiry of the Blocking Period.
<b>General Meeting</b>	The Company's general meeting of shareholders.
<b>Good Leaver</b>	The Participant who ceases to be employed by the Group and who is not a Bad Leaver.
<b>Group</b>	Means the Company and its Subsidiaries from time to time.
<b>Option</b>	The Grant Options and the Performance Options and each of them individually.
<b>Other Award</b>	An Award, not being an Option, which may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on or related to Shares or factors which may influence the value of Shares, including cash-settled financial instruments and financial instruments which are convertible into or exchangeable for Plan Shares.
<b>Participant</b>	Mr A.H.T. Louwers, including, as the context may require, his rightful heir(s) as a result of his death.
<b>Performance Criteria</b>	means the performance criteria as referred to in Annex B.
<b>Performance Options</b>	The right granted to the Participant to subscribe for, or otherwise acquire, 0.5% of the issued share capital of the Company <b>subject to</b> the expiry of the Performance Period and the achievement or satisfaction of the Performance Criteria.
<b>Performance Period</b>	The three (3) year period following the Grant Date of the Performance Options.
<b>Person</b>	A natural person, partnership, company, association, cooperative, mutual insurance society, foundation or any other entity or body which operates externally as an independent unit or organisation.
<b>Plan</b>	This management incentive plan.
<b>Plan Share</b>	A Share underlying an Award.
<b>Replacement Award</b>	An Award granted in assumption of, or in substitution or exchange for, incentive awards previously granted by a Person acquired (or whose business is acquired) by the Company or a Subsidiary or with which the Company or a Subsidiary merges or forms a business combination, as reasonably determined by the Committee.

**Share** An ordinary share in the Company's capital.

**Subsidiary** A subsidiary of the Company within the meaning of Section 2:24a DCC.

- 1.2 References to statutory provisions are to those provisions as they are in force from time to time.
- 1.3 Terms that are defined in the singular have a corresponding meaning in the plural.
- 1.4 Words denoting a gender include each other gender.
- 1.5 Except as otherwise required by law, the terms "written" and "in writing" include the use of electronic means of communication.

## 2. ADMINISTRATION

- 2.1 This Plan shall be administered by the Board following advice from the Committee. The Board's powers and authorities under this Plan include the authority to perform the following matters, in each case consistent with and subject to the terms of this Plan:
  - (a) designating Persons to whom Awards are granted;
  - (b) deciding to grant Awards;
  - (c) amending or waiving the terms applicable to outstanding Awards (including Performance Criteria), subject to the restrictions imposed by Clause 8 and provided that no such amendment shall take effect without the consent of the Participant, if such amendment would materially and adversely affect the rights of the Participant under such Awards, except to the extent that any such amendment is made to cause this Plan or the Awards concerned to comply with applicable law, stock exchange rules, accounting principles or tax rules and regulations;
  - (d) making any determination under, and interpreting the terms of, this Plan, any rules or regulations issued pursuant to this Plan and any Award Agreement;
  - (e) correcting any defect, supplying any omission or reconciling any inconsistency in the Plan or any Award Agreement;
  - (f) settling any dispute between the Company and the Participant (including any beneficiary of his Awards) regarding the administration and operation of this Plan, any rules or regulations issued pursuant to this Plan, and any Award Agreement entered into with the Participant; and
  - (g) making any other determination or taking any other action which the Company considers to be necessary, useful or desirable in connection with the administration or operation of this Plan.



---

2.2 The Board may issue further rules and regulations for the administration and operation of this Plan, consistent with and subject to the terms of this Plan.

2.3 All decisions of the Board shall be final, conclusive and binding upon the Board and the Participant (including beneficiaries of Awards).

### 3. AWARDS

3.1 No Award is intended to confer any rights on the Participant except as set forth in the applicable Award Agreement. In particular, no Award should be construed as giving the Participant the right to remain employed by or to continue to provide services for the Company or any Subsidiary.

3.2 Awards shall be granted for no consideration or for such minimal cash consideration as may be required by applicable law.

3.3 Awards may be granted alone or in addition or in tandem with any other Award and/or any award under any other plan of the Company or any Subsidiary. Awards granted in addition or in tandem with any other Award and/or any award under any other plan of the Company or any Subsidiary may be granted simultaneously or at different times.

3.4 Each Award shall be evidenced by an Award Agreement entered into between the Company and the Participant. Until an Award Agreement has been entered into between the Company and the Participant, no rights can be derived from the Awards concerned by the Participant.

3.5 Plan Shares, including Awards in the form of Shares, shall be delivered in such form(s) as may be determined by the Board and shall be subject to such stop transfer orders and other restrictions as the Board may deem required or advisable. Furthermore, the Board may determine that certificates for such Shares shall bear an appropriate legend referring to the terms, conditions and restrictions applicable thereto.

3.6 The terms and conditions applicable to Awards, including the time(s) when Awards vest in whole or in part and any applicable Performance Criteria, shall be set by the Board and may vary between Awards, as the Board deems appropriate.

3.7 The term of an Award shall not exceed the relevant Exercise Window. Unless determined otherwise by the Board, if the exercise of an Award is prohibited by applicable law or the Company's insider trading policy on the last business day of the term of such Award, such term shall be extended for a period of one (1) month following the end of such prohibition.

3.8 Unless determined otherwise by the Board, Awards cannot be assigned, encumbered or otherwise transferred, except by testament or hereditary law as a result of death of the Participant.

3.9 If, as a result of changes in applicable law, accounting principles or tax rules and regulations, or due to a variation of the composition of the Company's issued share capital (including a share split, reverse share split, redenomination of the nominal value, or as a result of a dividend or other distribution, reorganisation, acquisition, merger, demerger, business combination or other transaction involving the Company or a Subsidiary), an adjustment to this Plan, any Award Agreement and/or outstanding

---

Awards is necessary to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Plan, the Board may adjust equitably any or all of:

- (a) the number of Plan Shares available under this Plan;
- (b) the number of Plan Shares underlying outstanding Awards; and/or
- (c) the Exercise Price or other terms applicable to outstanding Awards.

3.10 Any rights, payments and benefits under any Award shall be subject to repayment and/or recoupment by the Company in accordance with applicable law, stock exchange rules and such policies and procedures as the Company may adopt from time to time.

#### 4. **TYPES OF AWARDS**

4.1 The Board may grant Awards in the form of Options.

4.2 Upon the exercise or settlement of vested Options, the Company shall be obliged to deliver to the Participant (or the beneficiary of such Options, as applicable), the Plan Shares underlying such Options (unless otherwise set forth in the Award Agreement).

#### 5. **PERFORMANCE CRITERIA**

5.1 The right of the Participant to exercise the Performance Options, and the timing thereof, is conditional upon the achievement or satisfaction of the Performance Criteria, within the specified periods.

5.2 If a Performance Option is subject to Performance Criteria which must be achieved or satisfied within a period, such Performance Option can only be exercised or settled at or after the end of that period. Satisfaction of the Performance Criteria will be determined in the full and unfettered discretion of the Board following advice from the Committee. The Board shall notify the Participant hereof in writing.

5.3 For the avoidance of doubt, the Participant does not have the right to exercise the Performance Options before the ending of the Performance Period.

5.4 Performance Criteria may be measured on an absolute or relative basis and may be established on a Company-wide basis or with respect to one or more business units, divisions, Subsidiaries and/or business segments. Relative performance may be measured against a group of peer companies determined by the Board following advice from the Committee, financial market indices and/or other objective and quantifiable indices. Performance Criteria may relate to performance by the Company and/or by the Participant concerned.

5.5 If the Board, following advice from the Committee, determines that a change in the business, operations, group structure or capital structure of the Company, or other events or circumstances, render certain Performance Criteria applicable to outstanding Performance Options unsuitable or inappropriate, the Board, following advice from the Committee, may amend or waive such Performance Criteria, in whole or in part, as the Board deems appropriate. Whereby it is considered that any amendment will not adversely affect the existing rights of the Participant.

---

**6. PLAN SHARES AVAILABLE FOR AWARDS**

- 6.1 Subject to Clauses 3.9 and 7.2, the Plan Shares underlying Awards which are not Replacement Awards, irrespective of whether such Awards have been exercised or settled, may not represent more than 1% of the Company's issued share capital immediately following the closing of the listing of Shares by the Company.

**7. VESTING, EXERCISE AND SETTLEMENT**

- 7.1 Each Award Agreement shall contain the vesting schedule and, where relevant, delivery schedule (which may include deferred delivery later than the vesting dates) for the relevant Awards. It being understood that Grant Options shall vest without performance Criteria being satisfied.
- 7.2 Only vested Awards may be exercised or settled in accordance with their terms. An Award can only be exercised (to the extent it is not settled automatically) by or on behalf of the Participant holding such Award.
- 7.3 An Award can only be exercised through the use of an electronic system or platform to be designated by the Committee (if and when such system or platform has been set up by the Company), or otherwise by delivering written notice to the Company in a form approved by the Committee.
- 7.4 Upon the exercise of an Award, the applicable Exercise Price must immediately be paid in cash, wire transfer of immediately available funds, provided that the Committee, subject to applicable law, may allow such Exercise Price to be satisfied on a cashless or net settlement basis, applying any of the following methods (or a combination thereof):
- (a) by means of an immediate sale by or on behalf of the Participant of part of the Plan Shares underlying the Award being exercised, with sale proceeds equal to the Exercise Price being remitted to the Company and any remaining net sale proceeds (less applicable costs, if any) being paid to the Participant;
  - (b) by means of the Participant forfeiting his entitlement to receive part of the Plan Shares underlying the Award being exercised at FMV on the Exercise Date and charging the aggregate nominal value of the remaining Plan Shares underlying such Award against the Company's reserves;
  - (c) subject to the prior approval of the Board, by means of the Participant surrendering his entitlement to receive part of the Plan Shares underlying the Award being exercised at FMV on the Exercise Date, against the Company becoming due an equivalent amount to the Participant and setting off that obligation against the Company's receivable with respect to payment of the applicable Exercise Price; or
  - (d) subject to the prior approval of the Board, by means of the Participant surrendering and transferring Shares to the Company (which may include Plan Shares underlying the Award being exercised) at FMV on the Exercise Date.

7.5 When an Award is exercised or settled in the form of Plan Shares, the Company shall, at the discretion of the Board, subject to applicable law and the Company's insider trading policy:

- (a) issue new Plan Shares to the Participant; or
- (b) transfer existing Plan Shares held by the Company to the Participant,

provided, in each case, that Plan Shares may be delivered in the form of book-entry securities representing those Plan Shares (or beneficial ownership of those Plan Shares entitling the holder to exercise or direct the exercise of voting rights attached thereto) credited to the securities account designated by the Participant. Furthermore, Plan Shares may be delivered as described in the previous sentence to a Person designated by the Participant, with the prior approval of the Board, as beneficiary of his Award.

7.6 If an Award is exercised or settled in the form of Plan Shares and such Award does not relate to a whole number of Plan Shares, the number of Plan Shares underlying such Award shall be rounded down to the nearest integer.

## 8. **PRICING RESTRICTIONS FOR OPTIONS**

8.1 Except for Replacement Awards, the Exercise Price for an Option shall be equal to the nominal value of a Plan Share.

8.2 Except as provided in Clause 3.9, the Board may not, without prior approval of the General Meeting, seek to effect any re-pricing of any outstanding "underwater" Option by:

- (a) amending or modifying the terms of such Award to lower the Exercise Price;
- (b) cancelling such Award and granting in exchange replacement Options having a lower Exercise Price; or
- (c) cancelling or repurchasing such Award for cash, assets or other securities.

8.3 Options will be considered to be "underwater" within the meaning of Clause 8.2 at any time when the FMV of the Plan Shares underlying such Awards is less than the applicable Exercise Price.

## 9. **LEAVER**

9.1 If the Participant becomes a Good Leaver, unless otherwise determined by the Board or set forth in an Award Agreement:

- (a) all vested Awards that have not yet been exercised or settled must be exercised or settled in accordance with their terms within a period specified by the Board and, if such Awards are not exercised or (through no fault of the Participant) not settled within such period, they shall be cancelled automatically without compensation for the loss of such Awards; and
- (b) all unvested Awards of the Participant shall be cancelled automatically without compensation for the loss of such Awards, unless the Board decides otherwise.

- 
- 9.2 If the Participant becomes a Bad Leaver, all vested Awards of the Participant which have not been exercised or settled, as well as all unvested Awards of the Participant, shall be cancelled automatically without compensation for the loss of such Awards.

**10. CHANGE OF CONTROL**

- 10.1 If long-term incentive awards are granted in assumption of, or in substitution or exchange for, outstanding Awards in connection with a Change of Control and the Committee has determined that such awards are sufficiently equivalent to the outstanding Awards concerned, then such outstanding Awards shall be cancelled and terminated upon the replacement awards being granted to the Participant.
- 10.2 If, in connection with a Change of Control, outstanding Awards are not replaced by long-term incentive awards as described in Clause 10.1, or are replaced by long-term incentive awards which the Committee does not consider to be sufficiently equivalent to such outstanding Awards, then such Awards shall immediately vest and, where relevant, settle in full, unless the Committee decides otherwise.
- 10.3 For purposes of this Clause 10, awards shall not be considered to be “sufficiently equivalent” to outstanding Awards if the underlying securities are not widely held and publicly traded on a regulated national stock exchange.

**11. LOCK-UP**

- 11.1 In connection with any registration of the Company’s securities under United States securities laws, to the extent requested by the Company or the underwriters managing any offering of the Company’s securities, and except as otherwise approved by the Committee or pursuant to any exceptions approved by such underwriters, Shares acquired by the Participant pursuant to the issuance, vesting, exercise or settlement of any Award may not be sold, transferred, or otherwise disposed of prior to such period following the effective date of such registration as designated by such underwriters, not to exceed 180 days following such registration.
- 11.2 The Company may impose stop-transfer instructions with respect to the Shares subject to the restriction stipulated by Clause 11.1 until the end of the lock-up period referred to in that provision.

**12. DATA PROTECTION**

- 12.1 The Company may process personal data relating to the Participant in connection with the administration and operation of this Plan. The personal data of the Participant which may be processed in this respect may include a copy of an identification document, contact details and bank and securities account numbers. The Participant’s personal data shall be stored by the Company for such time period as is necessary to administer the Participant’s participation in the Plan or as otherwise permitted under applicable law.
- 12.2 The Participant’s personal data shall be handled by the Company in a proper and careful manner in accordance with applicable law, including the General Data Protection Regulation (GDPR) and the rules and regulations promulgated pursuant thereto. The Participant has the right to lodge complaints with an applicable supervisory authority regarding the Company’s processing of personal data pursuant to this Plan.

- 
- 12.3 The Company shall implement technical and organisational measures designed to protect personal data processed pursuant to Clause 12.1. Personnel or third parties that have access to such personal data shall be bound by confidentiality obligations.
  - 12.4 The Company shall abide by any statutory rights the Participant may have regarding his personal data processed pursuant to Clause 12.1, which includes the right to access, rectification, erasure, restriction of processing, objection to processing and portability of such personal data.
  - 12.5 In connection with the administration and operation of this Plan, the Company may transfer personal data processed pursuant to Clause 12.1 to one or more third parties, provided that there is a legitimate interest in doing so. Where such third parties are located outside the European Economic Area in countries that are not considered to provide for an adequate level of data protection, the Company shall ensure that sufficient data protection safeguards are put in place, failing which explicit consent for such transfer shall be obtained from the Participant.
  - 12.6 The Company may establish one or more privacy policies providing further information on data protection and applying to the processing of personal data of the Participant by the Company in connection with the administration and operation of this Plan.

### 13. TAX

- 13.1 Any and all tax liability (*e.g.*, any wage tax or income tax) and employee social security premiums due in connection with or resulting from the granting, vesting, exercise or settlement of an Award (or the implementation of the Plan) or any payment or transfer under an Award (or under the Plan generally) shall be for the account of the Participant.
- 13.2 The Company or any Subsidiary may, and the Participant shall permit the Company or any Subsidiary to, withhold from any Award granted or any payment due or transfer made under any Award (or under the Plan generally) or from any compensation or other amount owing to the Participant the amount (in cash, Shares, other Awards, other property, net settlement or any combination thereof) of applicable income taxes or wage withholding taxes due in respect of an Award, the grant of an Award, its exercise or settlement (or the implementation of the Plan) or any payment or transfer under such Award (or under the Plan generally) and to take such other action, including providing for elective payment of such amounts in cash or Shares by the Participant, as may be necessary in the option of the Company to satisfy all obligations for the payment of such taxes. In addition, the Company may cause the sale by or on behalf of the Participant of part of the Plan Shares underlying any Award being exercised or settled, with sale proceeds equal to the applicable wage or withholding taxes being remitted to the Company and any remaining net sale proceeds (less applicable costs, if any) being paid to the Participant.
- 13.3 This Plan is governed by the tax laws and social security legislation and regulations prevailing at the date a certain taxable event occurs. If any tax and/or employee social security legislation or regulations are amended and any tax or employee social security levies become payable as a result of such legislative amendment, the costs and the risk related thereto shall be born solely by the Participant.

- 13.4 Notwithstanding the provisions of Clause 13.2, where, in relation to an Award granted under this Plan, the Company or any Subsidiary (as the case may be) is liable, or is in accordance with the current practice believed by the Committee to be liable, to account for any tax or social security authority for any sum in respect of any tax or social security liability of the Participant, the Award may not be exercised unless the Participant has paid to the Company or the relevant Subsidiary (as the case may be) an amount sufficient to discharge the liability).
- 13.5 If, and to the extent, the Company or any Subsidiary (as the case may be) is not reimbursed, by means of the provisions of Clause 13.2 or 13.4, for any wage tax or income tax, employee's social security contributions liability or any other liabilities for which the Company or a Subsidiary (as the case may be) has an obligation to withhold and account for the Participant, the Participant shall indemnify and hold harmless the Company or any Subsidiary (as the case may be) for any such taxes paid by the Company or any Subsidiary (as the case may be).
- 13.6 For the avoidance of doubt, the provisions of this Clause 13 shall apply to the Participant's liabilities that may arise on a taxable event in any jurisdiction.

#### 14. MISCELLANEOUS PROVISIONS

##### 14.1 Provision of Information

To the extent required by Applicable Law, the Participant shall be given access to information concerning the Company equivalent to that information generally made available to the Company's ordinary shareholders.

##### 14.2 Rights as a Shareholder

The Participant shall have no rights as a shareholder with respect to any Plan Shares covered by an Award until the date of the issuance of such Plan Shares (as evidenced by any appropriate means as *e.g.* the register of shareholders of the Company or upon the records of a duly authorised transfer agent of the Company). No adjustment shall be made for dividends, distributions or other rights for which the record date is prior to the date such Plan Shares are issued.

##### 14.3 Delivery of Title to Plan Shares

Subject to any governing rules or regulations, the Company shall issue or cause to be issued the Plan Shares acquired pursuant to an Award and update the register of shareholders to record and give effect to the issuance of Plan Shares to the Participant and shall deliver such Plan Shares to or for the benefit of the Participant by means of one or more of the following: (a) by delivering to the Participant evidence of entry on the register of shareholders of the Plan Shares credited to the account of the Participant, (b) by depositing Plan Shares for the benefit of the Participant with any broker with which the Participant has an account relationship, or (c) by delivering Plan Shares to the Participant in certificate form.

##### 14.4 Fractional Shares

The Company shall not be required to issue fractional Plan Shares upon the settlement of any Award.

#### 14.5 Retirement and Welfare Plans

Neither Awards made under this Plan nor Plan Shares or cash paid pursuant to such Awards may be included as “compensation” for purposes of computing the benefits payable to the Participant under the Company’s or any of its Subsidiaries’ retirement plans (both qualified and non-qualified) or welfare benefit plans unless such other plan expressly provides that such compensation shall be taken into account in computing the Participant’s benefit.

#### 15. AMENDMENTS

15.1 Except to the extent prohibited by applicable law and unless otherwise expressly provided in an Award Agreement, the Board may amend, supplement, suspend or terminate this Plan (or any portion thereof) pursuant to a resolution to that effect, provided that no such amendment, supplement, suspension or termination shall take effect without:

- (a) approval of the General Meeting, if such approval is required by applicable law or stock exchange rules; and/or
- (b) the consent of the Participant, if such action would materially and adversely affect the rights of the Participant under any outstanding Award, except to the extent that any such amendment, supplement or termination is made to cause this Plan to comply with applicable law, stock exchange rules, accounting principles or tax rules and regulations.

15.2 Notwithstanding anything to the contrary in the Plan, the Committee may amend the Plan and/or any Award Agreement in such manner as may be necessary or desirable to enable the Plan and/or such Award Agreement to achieve its stated purposes in any jurisdiction in a tax-efficient manner and in compliance with local laws, rules and regulations to recognise differences in local law, tax policy or custom. The Committee also may impose conditions on the exercise or vesting of Awards in order to minimise the Company’s obligation with respect to tax equalisation for the Participant on assignments outside their home country.

#### 16. GOVERNING LAW AND JURISDICTION

This Plan shall be governed by and shall be construed in accordance with the laws of the Netherlands. Subject to Clause 2.1 paragraph (f), any dispute arising in connection with these rules shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.



ANNEX A  
DRAFT AWARD AGREEMENT GRANT OPTIONS

AWARD AGREEMENT

THIS AGREEMENT IS MADE ON \_\_\_\_\_ BETWEEN

- (1) **Allego N.V.**, a public company with limited liability, having its corporate seat in [municipality] (address: Westervoortsedijk 73 KB, 6827 Arnhem, the Netherlands, trade register number: 82985537) (the “**Company**”); and
- (2) **A.H.T. LOUWERS**, born on \_\_\_\_\_ and residing at \_\_\_\_\_ (the “**Participant**”).

NOW HEREBY AGREE AS FOLLOWS

1. Capitalised terms used herein have the meanings ascribed thereto in the Company’s long-term incentive plan (the “**Plan**”).
2. In the event of a conflict among the provisions of the Plan, this agreement and/or any descriptive materials concerning the Award governed by this agreement provided to the Participant, the provisions of the Plan will prevail.
3. The Participant has been granted an Award on the terms and subject to the conditions set out in the Plan and below:

*Form of Award* : \_\_\_\_\_  
*Grant Date* : \_\_\_\_\_  
*Blocking Period* : \_\_\_\_\_  
*Exercise Price* : \_\_\_\_\_  
*Automatic settlement* : \_\_\_\_\_  
*Expiration Date* : \_\_\_\_\_  
*Performance-based* : \_\_\_\_\_  
*Vesting schedule* : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Delivery schedule : \_\_\_\_\_

Good Leaver : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. The Participant grants an irrevocable power of attorney to the Company, with full right of substitution, to perform on the Participant's behalf all acts necessary for or conducive to the administration and operation of the Plan, including the following matters (in each case consistent with and subject to the terms of this Plan):
  - (a) delivery of Plan Shares underlying Awards upon the exercise or settlement of such Awards in accordance with their terms;
  - (b) effecting a cashless exercise of Awards; and
  - (c) effecting a cancellation, termination and/or transfer to the Company of Awards in case the Participant would become a Bad Leaver.
5. The power of attorney granted above also extends to the performance of acts of disposition (*beschikkingshandelingen*). The Company may act as counterparty of the Participant when acting under such power of attorney.
6. This agreement shall be governed by and shall be construed in accordance with the laws of the Netherlands. Any dispute arising in connection with this agreement shall be resolved in accordance with the dispute resolution provisions of the Plan.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ +

**Allego N.V.**

Name : \_\_\_\_\_

Title : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**A.H.T. Louwers**

ANNEX B  
DRAFT AWARD AGREEMENT PERFORMANCE OPTIONS

AWARD AGREEMENT

THIS AGREEMENT IS MADE ON \_\_\_\_\_ BETWEEN

- (1) **Allego N.V.**, a public company with limited liability, having its corporate seat in [municipality] (address: Westervoortsedijk 73 KB, 6827 Arnhem, the Netherlands, trade register number: 82985537) (the “**Company**”); and
- (2) **A.H.T. LOUWERS**, born on \_\_\_\_\_ and residing at \_\_\_\_\_ (the “**Participant**”).

NOW HEREBY AGREE AS FOLLOWS

1. Capitalised terms used herein have the meanings ascribed thereto in the Company’s long-term incentive plan (the “**Plan**”).
2. In the event of a conflict among the provisions of the Plan, this agreement and/or any descriptive materials concerning the Award governed by this agreement provided to the Participant, the provisions of the Plan will prevail.
3. The Participant has been granted an Award on the terms and subject to the conditions set out in the Plan and below:

*Form of Award* : \_\_\_\_\_  
*Grant Date* : \_\_\_\_\_  
*Performance Period* : \_\_\_\_\_  
*Exercise Price* : \_\_\_\_\_  
*Automatic settlement* : \_\_\_\_\_  
*Expiration Date* : \_\_\_\_\_  
*Performance-based* : \_\_\_\_\_  
*Vesting schedule* : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Delivery schedule* : \_\_\_\_\_

*Good Leaver* : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. The following Performance Criteria relating to the Company's or the Participant's performance apply with respect to this Award (determined on a consolidated basis):

<i>Criteria</i>	<i>Measure</i>	<i>Percentage weight of item to determine Performance Criteria</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



- 
6. The power of attorney granted above also extends to the performance of acts of disposition(*beschikkingshandelingen*). The Company may act as counterparty of the Participant when acting under such power of attorney.
  7. This agreement shall be governed by and shall be construed in accordance with the laws of the Netherlands. Any dispute arising in connection with this agreement shall be resolved in accordance with the dispute resolution provisions of the Plan.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name : \_\_\_\_\_

Title : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**A.H.T. Louwers**

## Calculation of Filing Fee Tables

**Form S-8**  
(Form Type)

**Allego N.V.**  
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Ordinary Shares, nominal value €0.12 per share	Rule 457 (c)	39,943,143 <sup>(1)(2)</sup>	\$2.22 <sup>(3)</sup>	\$88,673,777.46 <sup>(3)</sup>	\$110.20 per \$1,000,000	\$9,771.85
Equity	Ordinary Shares, nominal value €0.12 per share	Rule 457(h)(1)	2,658,426 <sup>(1)(4)</sup>	\$0.13 <sup>(5)</sup>	\$345,595.38 <sup>(5)</sup>	\$110.20 per \$1,000,000	\$38.08
<b>Total Offering Amounts</b>					\$89,019,372.84		\$9,809.93
<b>Total Fee Offsets</b>							—
<b>Net Fee Due</b>							\$9,809.93

- Pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall also cover additional Ordinary Shares, nominal value €0.12 per share, of the Registrant (the "Ordinary Shares") which may become issuable by reason of any stock split, stock dividend, recapitalization, or other similar transaction effected without consideration which results in the increase in the number of the outstanding Ordinary Shares.
- Represents 39,943,143 Ordinary Shares available for awards under the Registrant's Long-Term Incentive Plan.
- Estimated solely for purposes of calculating the registration fee. Pursuant to Rule 457(c) and Rule 457(h) under the Securities Act, the proposed maximum offering price per share and proposed maximum aggregate offering price are based on the reported average of the high and low prices for the Ordinary Shares on the New York Stock Exchange of \$2.22 on May 19, 2023.
- Covers 2,658,426 Ordinary Shares issuable upon the exercise of options granted under the Registrant's Management Incentive Plan.
- Estimated solely for the purpose of calculating the registration fee in accordance with Rules 457(c) and (h) under the Securities Act, based upon the weighted average option exercise price of €0.12 (\$0.13 based on USD/Euro exchange rate as of May 19, 2023) for 2,658,426 Ordinary Shares issuable upon exercise of options granted under the Registrant's Management Incentive Plan.