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

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**FORM 6-K**

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**Report of Foreign Private Issuer  
Pursuant to Rule 13a-16 or 15d-16  
under the Securities Exchange Act of 1934**

For the month of October 2023

Commission File Number: 001-41329

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**Allego N.V.**  
(Translation of registrant's name into English)

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Westervoortsedijk 73 KB  
6827 AV Arnhem, the Netherlands  
(Address of principal executive office)

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Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F       Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

The information and related exhibits contained in this Report on Form 6-K are hereby incorporated by reference into Allego N.V.'s (i) Registration Statement on Form S-8 (File No. 333-272151) and (ii) post-effective Amendment No. 2 to Form F-1 in the Registration Statement on Form F-3 (File No. 333-264056).

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## INFORMATION CONTAINED IN THIS REPORT ON FORM 6-K

On October 3, 2023, Allego N.V., a public limited company (*naamloze vennootschap*) governed by the laws of the Netherlands (the “**Company**”), issued a press release announcing the closing of its previously announced exchange offer (the “**Offer**”) and consent solicitation (the “**Consent Solicitation**”) relating to its outstanding warrants to purchase ordinary shares of the Company, nominal value € 0.12 per share (the “**Ordinary Shares**”), which warrants trade on the New York Stock Exchange under the symbol “ALLG.WS” (the “**Warrants**”) to receive 0.23 Ordinary Shares in exchange for each outstanding Warrant tendered by the holder and exchanged pursuant to the Offer. The Company also announced that it intends to exchange all remaining untendered Warrants for Ordinary Shares in accordance with the terms of the warrant agreement, as amended by the warrant amendment dated October 3, 2023 (the “**Warrant Amendment**”), by and between the Company and Continental Stock Transfer & Trust Company (the “**Warrant Agent**”), which governs the Warrants (the “**Warrant Agreement**”).

The Warrant Amendment amends the Warrant Agreement to provide the Company with the right to mandatorily exchange the Company’s remaining outstanding Warrants for Ordinary Shares at an exchange ratio of 0.207 Ordinary Shares for each Warrant, which is a ratio 10% less than the exchange ratio applicable to the Offer. Pursuant to the Warrant Amendment, the Company has the right to require the exchange of not less than all of the Warrants at any time while such Warrants are exercisable and prior to their expiration, at the office of the Warrant Agent, upon notice to the registered holders of the outstanding Warrants at least fifteen days prior to the date of exchange fixed by the Company.

The Company will exercise its right to exchange all remaining outstanding Warrants for Ordinary Shares in accordance with the terms of the Warrant Amendment, and has fixed October 18, 2023 as the exchange date.

The foregoing description of the Warrant Amendment is qualified in its entirety by reference to the Warrant Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 6-K and is incorporated by reference herein.

The Offer and Consent Solicitation expired at Midnight (end of day), Eastern Time on September 28, 2023. The Company has been advised that a total of 13,029,838 Warrants, or approximately 94.4% of the outstanding Warrants were validly tendered and not validly withdrawn in the Offer and Consent Solicitation, and therefore such Warrants consented to the Warrant Amendment. Because consents were received from holders of more than 50% of the Company’s outstanding Warrants, the Warrant Amendment was approved.

A copy of the press release announcing the settlement of the Offer and the Company’s exercise of its rights to exercise the untendered Warrants is attached as Exhibit 99.1 and is incorporated by reference herein.

The following exhibits are being filed herewith:

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#"><u>Amendment No. 1 to the Warrant Agreement, dated October 3, 2023 by and between the Company and Continental Stock Transfer &amp; Trust Company.</u></a>
99.1	<a href="#"><u>Press Release, dated October 3, 2023.</u></a>

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**ALLEGO N.V.**

Date: October 3, 2023

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

## AMENDMENT NO. 1 TO WARRANT AGREEMENT

This Amendment (this “*Amendment*”) is made as of October 3, 2023, by and between Allego N.V., public limited liability company (*naamloze vennootschap*) formed under the laws of the Netherlands (formerly Athena Pubco B.V.) (the “*Company*”), and Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent (“*Continental*”), and constitutes an amendment to the Warrant Agreement, dated as of February 8, 2021, by and between the Spartan Acquisition Corp. III (“*Spartan*”) and Continental, as assumed by the Company pursuant to the Warrant Assumption Agreement, dated as of March 16, 2022, by and among the Company, Spartan and Continental (as assumed, the “*Existing Warrant Agreement*”). Capitalized terms used but not otherwise defined in this Amendment shall have the meanings given to such terms in the Existing Warrant Agreement.

WHEREAS, on March 16, 2022, the Company completed its business combination with Spartan (the “*Business Combination*”),

WHEREAS, in accordance with Section 4.4 of the Existing Warrant Agreement, upon effectiveness of the Business Combination, the Registered Holders of the Warrants thereafter had the right to purchase and receive, upon the basis and upon the terms and conditions specified in the Warrants and in lieu of shares of the common stock of Spartan immediately theretofore purchasable and receivable upon the exercise of the rights represented thereby, an Alternative Issuance (as defined in the Existing Warrant Agreement) in ordinary shares of the Company, each with a nominal value € 0.12 per share (the “*Ordinary Shares*”);

WHEREAS, Section 9.8 of the Existing Warrant Agreement provides that the Company and the Warrant Agent may amend, subject to certain conditions provided therein, the Existing Warrant Agreement with the vote or written consent of Registered Holders of 50% of the number of the then outstanding Public Warrants;

WHEREAS, on April 20, 2022, a permitted transferee of Spartan Acquisition Sponsor III LLC, the Company’s sponsor, exercised all of the warrants that were private placement warrants on a cashless basis. As a result of the exercise, on April 23, 2022, all of the outstanding private placement warrants were surrendered and the underlying Ordinary Shares were issued;

WHEREAS, the Company desires to amend the Existing Warrant Agreement to provide the Company with the right to require the Registered Holders of the Warrants to exchange all of the outstanding Warrants for Ordinary Shares, on the terms and subject to the conditions set forth herein; and

WHEREAS, in the exchange offer and consent solicitation undertaken by the Company pursuant to the Registration Statement on Form F-4 filed with the U.S. Securities and Exchange Commission, the Registered Holders of more than 50% of the number of the then outstanding Public Warrants have consented to and approved this Amendment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree to amend the Existing Warrant Agreement as set forth herein.

1. Amendment of Existing Warrant Agreement. The Existing Warrant Agreement is hereby amended by adding:
  - (a) the new Section 6A thereto: “6A Mandatory Exchange.

6A.1 Company Election to Exchange. Notwithstanding any other provision in this Agreement to the contrary, all (and not less than all) of the outstanding Warrants may be exchanged, at the option of the Company, at any time while they are exercisable and prior to their expiration, at the office of the Warrant Agent, upon notice to the Registered Holders of the then outstanding Warrants, as described in Section 6A.2 below, for Ordinary Shares (or any Alternative Issuance pursuant to Section 4.4), at the exchange rate of 0.207 Ordinary Shares (or any Alternative Issuance pursuant to Section 4.4 for each Warrant held by the Registered Holder thereof (the "**Consideration**") (subject to equitable adjustment by the Company in the event of any share splits, share dividends, recapitalizations or similar transaction with respect to the Ordinary Shares). In lieu of issuing fractional shares, any Registered Holder of Warrants who would otherwise have been entitled to receive fractional shares as Consideration will, after aggregating all such fractional shares of such Registered Holder, receive one additional whole Ordinary Share in lieu of such fractional shares.

6A.2 Date Fixed for, and Notice of, Exchange. In the event that the Company elects to exchange all of the Warrants, the Company shall fix a date for the exchange (the "**Exchange Date**"). Notice of exchange shall be mailed by first class mail, postage prepaid, by the Company not less than fifteen (15) days prior to the Exchange Date to the Registered Holders at their last addresses as they shall appear on the registration books. Any notice mailed in the manner herein provided shall be conclusively presumed to have been duly given whether or not the Registered Holder received such notice. The Company will make a public announcement of its election following the mailing of such notice.

6A.3 Exercise After Notice of Exchange. The Warrants may be exercised, for cash at any time after notice of exchange shall have been given by the Company pursuant to Section 6A.2 hereof and prior to the Exchange Date. On and after the Exchange Date, the Registered Holder of the Warrants shall have no further rights except to receive, upon surrender of the Warrants, the Consideration."

## 2. Miscellaneous Provisions.

2.1 Severability. This Amendment shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Amendment or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Amendment a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

2.2 Applicable Law. The validity, interpretation, and performance of this Amendment and of the Warrants shall be governed in all respects by the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. The Company hereby agrees that any action, proceeding or claim against it arising out of or relating in any way to this Amendment shall be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive forum for such action, proceeding or claim. The Company hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum. Notwithstanding the foregoing, the provisions of this paragraph will not apply to suits brought to enforce any liability or duty created by the Securities Exchange Act of 1934, as amended, or any other claim for which the federal district courts of the United States of America are the sole and exclusive forum.

2.3 Counterparts. This Amendment may be executed in any number of counterparts (which may include counterparts delivered by any standard form of telecommunication) and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. The words "execution," "signed," "signature," and words

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of like import in this Amendment or in any other certificate, agreement or document related to this Amendment, if any, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf,” “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and Adobesign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

2.4 Effect of Headings. The section headings herein are for convenience only and are not part of this Amendment and shall not affect the interpretation thereof.

2.5 Entire Agreement. The Existing Warrant Agreement, as modified by this Amendment, constitutes the entire understanding of the parties and supersedes all prior agreements, understandings, arrangements, promises and commitments, whether written or oral, express or implied, relating to the subject matter hereof, and all such prior agreements, understandings, arrangements, promises and commitments are hereby canceled and terminated.

*[Signature Pages Follow]*

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IN WITNESS WHEREOF, each of the parties has caused this Amendment to be duly executed as of the date first above written.

**ALLEGO N.V.**

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

**CONTINENTAL STOCK TRANSFER & TRUST  
COMPANY,**

as Warrant Agent

By: /s/ Stacy Aqui  
Name: Stacy Aqui  
Title: Vice President



## **Allego N.V. Announces Completion of Exchange Offer and Consent Solicitation and Notice to Exercise Right to Exchange Remaining Outstanding Warrants**

Arnhem, Netherlands – October 3, 2023 – Allego N.V. (NYSE: ALLG) (“**Allego**” or the “**Company**”) today announced the completion of its previously announced exchange offer (the “**Exchange Offer**”) and consent solicitation (the “**Consent Solicitation**”) relating to its outstanding warrants to purchase Ordinary Shares of the Company, nominal value € 0.12 per share (the “**Ordinary Shares**”), which warrants trade on the New York Stock Exchange (the “**NYSE**”) under the symbol “ALLG.WS” (the “**Warrants**”) to purchase Ordinary Shares. The Company issued 2,996,918 Ordinary Shares in exchange for the Warrants tendered in the Offer.

The Company also entered into the related amendment to the warrant agreement governing the warrants (the “**Warrant Amendment**”) and announced that it will exercise its right, in accordance with the terms of the Warrant Amendment, to exchange all remaining untendered Warrants at an exchange ratio of 0.207 Ordinary Shares for each Warrant. The Company will fix the date for such exchange as October 18, 2023.

As a result of the completion of the Exchange Offer and the upcoming exchange for the remaining untendered Warrants, no Warrants will remain outstanding. Accordingly, the Warrants are expected to be suspended from trading on the NYSE on October 17, 2023, and will be delisted. The Ordinary Shares will continue to be listed and trade on the NYSE under the symbol ALLG.

The Company engaged BofA Securities, Inc. as the dealer manager for the Offer and Consent Solicitation. D.F. King & Co., Inc. served as the Information Agent for the Offer and Consent Solicitation, and Continental Stock Transfer and Trust Company served as the Exchange Agent.

This press release is for informational purposes only and does not constitute an offer to sell, or a solicitation of an offer to buy, the securities described herein, and is also not a solicitation of the related consents. The Exchange Offer and Consent Solicitation were made only pursuant to the terms and conditions of the Prospectus/Offer to Exchange.

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### **About Allego**

Allego is a leading provider of electric vehicle charging solutions, dedicated to accelerating the transition to electric mobility with 100% renewable energy. Allego has developed a comprehensive portfolio of innovative charging infrastructure and proprietary software, including its Allamo and EV Cloud software platforms. With a network of almost 35,000 charging ports (and counting) spanning 15 countries, Allego delivers independent, reliable, and safe charging solutions, agnostic of vehicle model or network affiliation. Founded in 2013 and publicly listed on the NYSE in 2022, Allego now employs a team of 220 people striving every day to make charging accessible, sustainable, and enjoyable for all.

### **Forward-Looking Statements**

All statements other than statements of historical facts contained in this press release are forward-looking statements within the meaning of U.S. federal securities laws. 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, Allego’s 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 Allego’s control and are difficult to predict. Factors that may cause such differences include, but are not limited to: (i) changes adversely



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affecting Allego's business, (ii) the price and availability of electricity and other energy sources, (iii) the risks associated with vulnerability to industry downturns and regional or national downturns, (iv) fluctuations in Allego's revenue and operating results, (v) unfavorable conditions or further disruptions in the capital and credit markets, (vi) Allego's ability to generate cash, service indebtedness and incur additional indebtedness, (vii) competition from existing and new competitors, (viii) the growth of the electric vehicle market, (ix) Allego's ability to integrate any businesses it may acquire, (x) Allego's ability to recruit and retain experienced personnel, (xi) risks related to legal proceedings or claims, including liability claims, (xii) Allego's dependence on third-party contractors to provide various services, (xiii) data security breaches or other network outage, (xiv) Allego's ability to obtain additional capital on commercially reasonable terms, (xv) Allego's ability to remediate its material weaknesses in internal control over financial reporting, (xvi) the impact of COVID-19, including COVID-19 related supply chain disruptions and expense increases, (xvii) general economic or political conditions, including the Russia/Ukraine conflict or increased trade restrictions between the United States, Russia, China and other countries, and (xviii) other factors detailed under the section entitled "Risk Factors" in Allego's filings with the Securities and Exchange Commission. The foregoing list of factors is not exclusive. If any of these risks materialize or Allego's assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. There may be additional risks that Allego presently does not know or that Allego currently believes are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. In addition, forward-looking statements reflect Allego's expectations, plans or forecasts of future events and views as of the date of this press release. Allego anticipates that subsequent events and developments will cause Allego's assessments to change. However, while Allego may elect to update these forward-looking statements at some point in the future, Allego specifically disclaims any obligation to do so, unless required by applicable law. These forward-looking statements should not be relied upon as representing Allego's assessments as of any date subsequent to the date of this press release. Accordingly, undue reliance should not be placed upon the forward-looking statements.

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