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

SCHEDULE TO

Tender Offer Statement under Section 14(d)(1) or 13(e)(1)
of the Securities Exchange Act of 1934
(Rule 14d-100)

Allego N.V.
(Name of Subject Company (Issuer))

Madeleine Charging B.V.
(Offeror)

Meridiam SAS
(Manager of Ultimate Parent of Offeror)
(Names of Filing Persons (identifying status as offeror, issuer, or other person))

Ordinary shares, par value €0.12 per share
(Title of Class of Securities)

N0796A100
(CUSIP Number of Class of Securities)

Emmanuel Rotat
Meridiam SAS
4 place de l'Opera 75002
Paris, France
+33 1 53 34 96 96
(Name, address, and telephone number of person authorized to receive notices and communications on behalf of filing persons)

with copies to:

David Ingles, Esq.
Allen Overy Shearman Sterling LLP
1221 Avenue of the Americas
New York, New York 10020
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☐ Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule, and the date of its filing.

Amount Previously Paid:	N/A	Filing Party:	N/A
Form or Registration No.:	N/A	Date Filed:	N/A

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- ☒ third-party tender offer subject to Rule 14d-1.
- ☐ issuer tender offer subject to Rule 13e-4.
- ☒ going-private transaction subject to Rule 13e-3.
- ☐ amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer: ☐

If applicable, check the appropriate box(es) below to designate the appropriate rule provision(s) relied upon:

- ☐ Rule 13e-4(i) (Cross-Border Issuer Tender Offer)
- ☐ Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

This Tender Offer Statement on Schedule TO (this "*Schedule TO*") relates to the tender offer by Madeleine Charging B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands with its corporate seat in Amsterdam, the Netherlands, and its office address at Zuidplein 126, WTC Toren H, Floor 15, 1077 XV Amsterdam, the Netherlands, and registered with the trade register of the Netherlands Chamber of Commerce (*Kamer van Koophandel*) under number 71768068 ("*Purchaser*"), whose indirect parent entities are managed by Meridiam SAS, a simplified stock company (*société par actions simplifiée*) incorporated under the laws of France with its principal business office address at 4, place de l'Opera, 75002, Paris, France ("*Parent*"), to purchase all of the outstanding ordinary shares, par value €0.12 per share (each, a "*Share*" and, collectively, the "*Shares*"), of Allego N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands with its corporate seat in Arnhem, the Netherlands, and its office address at Westervoortsedijk 73 KB, 6827 AV Arnhem, the Netherlands, and registered with the trade register of the Netherlands Chamber of Commerce (*Kamer van Koophandel*) under number 82985537 (the "*Company*" or "*Allego*") that are not already held, directly or indirectly, by Purchaser, Parent or any of their respective affiliates, at a price of US$1.70 per Share, without interest and less applicable withholding taxes (the "*Offer Consideration*"), payable in cash, upon the terms and subject to the conditions set forth in the offer to purchase dated July 3, 2024 (the "*Offer to Purchase*"), a copy of which is attached as Exhibit (a)(1)(A), and in the related letter of transmittal (the "*Letter of Transmittal*"), a copy of which is attached as Exhibit (a)(1)(B), which, together with any other related materials, as each may be amended or supplemented from time to time, collectively constitute the "*Offer*."

All the information set forth in the Offer to Purchase, including all schedules thereto, is hereby expressly incorporated by reference in response to Items 1 through 9 and Item 11 of this Schedule TO, and is supplemented by the information specifically provided herein, except as otherwise set forth below.

Item 1. Summary Term Sheet

The information set forth in the section of the Offer to Purchase entitled "Summary Term Sheet" is incorporated herein by reference.

Item 2. Subject Company Information

(a) *Name and Address*. The name, address, and telephone number of the subject company's principal executive offices are as follows:

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

(b) *Securities*. This Schedule TO relates to the Offer by Purchaser to purchase all issued and outstanding Shares that are not already held, directly or indirectly, by Purchaser, Parent or any of their respective affiliates. The information set forth on the cover page and in the sections of the Offer to Purchase entitled "Introduction" and "The Tender Offer—Section 6—Price Range of Shares; Dividends" is incorporated herein by reference.

(c) *Trading Market and Price*. The information set forth in the section of the Offer to Purchase entitled "The Tender Offer—Section 6—Price Range of Shares; Dividends" is incorporated herein by reference.

Item 3. Identity and Background of Filing Person.

(a)-(c) *Name and Address; Business and Background of Entities; and Business and Background of Natural Persons*. The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet," "Introduction," and "The Tender Offer—Section 8—Certain Information Concerning Purchaser and Parent" and in Schedule I of the Offer to Purchase is incorporated herein by reference.

Item 4. Terms of the Transactions

(a) *Material Terms.* The information set forth in the Offer to Purchase is incorporated herein by reference.

Item 5. Past Contacts, Transactions, Negotiations and Agreements.

(a) *Transactions*. The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet" and "Background of the Offer; Contacts with Allego" is incorporated herein by reference.

(b) *Significant Corporate Events*. The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet," "Special Factors —Section 3—Transactions and Arrangements Concerning the Shares," "Special Factors—Section 4—Related Party Transactions,"and "The Tender Offer —Section 10—Background of the Offer; Contacts with Allego," "The Tender Offer—Section 11—Purpose of the Offer and Plans for Allego" and "The Tender Offer—Section 12—The Transaction Framework Agreement; Other Agreements" is incorporated herein by reference.

Item 6. Purposes of the Transactions and Plans or Proposals.

(a) *Purposes.* The information set forth in the section of the Offer to Purchase entitled "The Tender Offer—Section 11—Purpose of the Offer and Plans for Allego," is incorporated herein by reference.

(c)(1)-(7) *Plans*. The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet," "The Tender Offer—Section 9—Source and Amount of Funds," "The Tender Offer—Section 10—Background of the Offer; Contacts with Allego," "The Tender Offer—Section 11—Purpose of the Offer and Plans for Allego," "The Tender Offer—Section 12—The Transaction Framework Agreement; Other Agreements," "The Tender Offer—Section 13—Possible Effects of the Offer; Shareholder Approval; No Appraisal Rights," and "The Tender Offer—Section 14—Dividends and Distributions" is incorporated herein by reference.

Item 7. Source and Amount of Funds or other Consideration.

(a) *Source of Funds.* The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet," "The Tender Offer—Section 9—Source and Amount of Funds," "The Tender Offer—Section 10—Background of the Offer; Contacts with Allego," and "The Tender Offer—Section 12—The Transaction Framework Agreement; Other Agreements" is incorporated herein by reference.

(b) *Conditions*. The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet," "The Tender Offer—Section 9—Source and Amount of Funds," "The Tender Offer—Section 10—Background of the Offer; Contacts with Allego," "The Tender Offer—Section 12—The Transaction Framework Agreement; Other Agreements," and "The Tender Offer—Section 15—Certain Conditions of the Offer" is incorporated herein by reference.

(d) *Borrowed Funds.* The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet," "The Tender Offer—Section 9—Source and Amount of Funds" and "The Tender Offer—Section 10—Background of the Offer; Contacts with Allego" is incorporated herein by reference.

Item 8. Interest to Securities of the Subject Company.

(a) *Securities Ownership.* The information set forth in the sections of the Offer to Purchase entitled Special Factors—Section 3—Transactions and Arrangements Concerning the Shares," "Special Factors—Section 4—Related Party Transactions," "The Tender Offer—Section 8—Certain Information Concerning Purchaser and Purchaser," "The Tender Offer—Section 11—Purpose of the Offer and Plans for Allego" and in Schedule I to the Offer to Purchase is incorporated herein by reference.

(b) *Securities Transactions*. The information set forth in the sections of the Offer to Purchase entitled "Special Factors—Section 3—Transactions and Arrangements Concerning the Shares" and "Schedule I— Information Relating to Parent and Purchaser" is incorporated herein by reference.

Item 9. Persons/Assets Retained, Employed, Compensated or Used.

(a) *Solicitations or Recommendations*. The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet," "The Tender Offer—Section 3—Procedures for Accepting the Offer and Tendering Shares," "The Tender Offer—Section 10—Background of the Offer; Contacts with Allego," and "The Tender Offer—Section 17—Fees and Expenses" is incorporated herein by reference.

Item 10. Financial Statements.

Not Applicable.

Item 11. Additional Information.

(a) *Agreements, Regulatory Requirements and Legal Proceedings*. The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet," "The Tender Offer—Section 10—Background of the Offer; Contacts with Allego," "The Tender Offer—Section 11—Purpose of the Offer and Plans for Allego," "The Tender Offer—Section 12—The Transaction Framework Agreement; Other Agreements," "The Tender Offer—Section 13—Possible Effects of the Offer; Shareholder Approval; No Appraisal Rights," "The Tender Offer—Section 15—Certain Conditions of the Offer" and "The Tender Offer—Section 16—Certain Legal Matters; Regulatory Approvals" is incorporated herein by reference.

(c) *Other Material Information.* The information set forth in the Offer to Purchase and the Letter of Transmittal is incorporated herein by reference.

Item 12. Exhibits

Exhibit No.	Description
(a)(1)(A)	Offer to Purchase, dated July 3, 2024 *
(a)(1)(B)	Form of Letter of Transmittal *
(a)(1)(C)	Form of Notice of Guaranteed Delivery *
(a)(1)(D)	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies, and Other Nominees *
(a)(1)(E)	Form of Letter to Clients for Use by Brokers, Dealers, Commercial Banks, Trust Companies, and Other Nominees *
(a)(1)(F)	Summary Advertisement, as published in The New York Times on July 3, 2024 *
(a)(5)(A)	Joint Press Release issued by Allego N.V. and Madeleine Charging B.V. on June 17, 2024 (incorporated by reference to Exhibit 99.1 to the Form 6-K filed by Allego N.V. with the Securities and Exchange Commission on June 17, 2024)
(b)(1)	Facility Agreement, dated June 14, 2024, by and among Madeleine Charging B.V., as borrower, Société Générale and Natixis, as mandated lead arranger, certain financial institutions as lenders, and Société Générale as agent and securityagent. *
(c)(1)	Discussion Materials of Morgan Stanley & Co. International plc to Madeleine Charging B.V., dated March 27, 2024 *

(d)(1)	Transaction Framework Agreement, dated as of June 16, 2024, by and among Allego N.V., Madeleine Charging B.V., and Meridiam Sustainable Infrastructure Europe IV SLP, represented by its management company Meridiam SAS (incorporated by reference to Exhibit 99.1 to 6-K filed by Allego N.V. with the Securities and Exchange Commission on June 17, 2024)
(d)(2)	Confidentiality Agreement, dated May 9, 2023, by and between Madeleine Charging B.V. and Allego N.V.*
(d)(3)	Letter Agreement dated June 16, 2024, by and among AP Spartan Energy Holdings III, L.P., AP Spartan Energy Holdings III (PPW), LLC and AP Spartan Energy Holdings III (PIPE), LLC and Madeleine Charging B.V.*
107	Filing Fee Table*

* Filed herewith.

Item 13. Information required by Schedule 13e-3.

Not applicable.

SIGNATURES

After due inquiry and to the best of their knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: July 3, 2024

Madeleine Charging B.V.

By: Opera Charging B.V., its sole authorized director

By: /s/ *Emmanuel Rotat*
Name: Emmanuel Rotat
Title: Jointly Authorized Director A

Madeleine Charging B.V.

By: Opera Charging B.V., its sole authorized director

By: /s/ *Johannes Hendrikus Maria Duijndam*
Name: Johannes Hendrikus Maria Duijndam
Title: Jointly Authorized Director B

Meridiam SAS

By: /s/ *Emmanuel Rotat*
Name: Emmanuel Rotat
Ttle: Executive Director

OFFER TO PURCHASE FOR CASH
All Outstanding Ordinary Shares of

Allego N.V.
at
$1.70 per share
by
Madeleine Charging B.V.
an indirect, wholly owned subsidiary of funds managed by
Meridiam SAS

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON JULY 31, 2024, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

Madeleine Charging B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands with its corporate seat in Amsterdam, the Netherlands, and its office address at Zuidplein 126, WTC Toren H, Floor 15, 1077 XV Amsterdam, the Netherlands, and registered with the trade register of the Netherlands Chamber of Commerce (*Kamer van Koophandel*) under number 71768068 ("*Purchaser*"), whose indirect parent entities are managed by Meridiam SAS, a simplified stock company (*société par actions simplifiée*) incorporated under the laws of France with its principal business office address at 4, place de l'Opera, 75002, Paris, France ("*Parent*") is offering to purchase all of the outstanding ordinary shares, par value €0.12 per share (each, a "*Share*" and, collectively, the "*Shares*"), of Allego N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands with its corporate seat in Arnhem, the Netherlands, and its office address at Westervoortsedijk 73 KB, 6827 AV Arnhem, the Netherlands, and registered with the trade register of the Netherlands Chamber of Commerce (*Kamer van Koophandel*) under number 82985537 (the "*Company*" or "*Allego*") that are not currently held, directly or indirectly, by Purchaser, Parent or any of their respective affiliates, at a purchase price of US$1.70 per Share, without interest and less applicable withholding taxes, payable in cash (such amount or any higher amount per Share paid pursuant to the Offer (as defined below), the "*Offer Consideration*"), on the terms and subject to the conditions set forth in this Offer to Purchase (the "*Offer to Purchase*") and in the related Letter of Transmittal (the "*Letter of Transmittal*" and, together with this Offer to Purchase, as each may be amended or supplemented from time to time, the "*Offer*").

The Offer is being made pursuant to a Transaction Framework Agreement, dated as of June 16, 2024 (as it may be amended from time to time, the "*Transaction Framework Agreement*"), by and among Purchaser, Meridiam Sustainable Infrastructure Europe IV SLP, a limited partnership (*société de libre partenariat*) incorporated under the laws of France, with its registered office located at 4, place de l'Opéra 75002 Paris, France, registered with the Paris Trade and Companies Register under number 894856889 ("*Meridiam Fund*"), represented by Parent, its management company , and the Company.

Unless the Offer is earlier terminated in connection with the valid termination of the Transaction Framework Agreement, the Offer will expire at one minute after 11:59 p.m. (New York City time), on July 31, 2024 (such time for the expiration of the Offer, as may be extended in accordance with the terms of the Transaction Framework Agreement and applicable laws, the "*Expiration Time*"). No "subsequent offering period" in accordance with Rule 14d-11 of the U.S. Securities Exchange Act of 1934, as amended (together with the rules and regulations promulgated thereunder, the "*Exchange Act*") will be available.

Pursuant to the terms of the Transaction Framework Agreement, if, at the Expiration Time, any condition to the Offer has not been satisfied or waived (to the extent that such waiver is permitted by applicable laws), Purchaser may extend the Offer for one or more consecutive increments of not more than ten business days per extension (with each such period to end at one minute after 11:59 p.m. (New York City time) on the last business day of such period) (or such other duration as may be agreed in writing by Purchaser and the Company) until all of the conditions to the Offer have been satisfied or waived (to the extent that such waiver is permitted by applicable laws). In addition, Purchaser will extend the Offer for any period required by any rule, regulation, interpretation or position of the United States Securities and Exchange Commission (the "*SEC*"), the staff thereof (including in connection with the SEC's continuing review of the filings, including the Schedule TO, the Schedule 13E-3 and the Schedule 14D-9), or the New York Stock Exchange (the "*NYSE*"), applicable to the Offer or as may be required by any other court, authority or governmental entity*provided that*, Purchaser will not be required to extend the Offer beyond October 1, 2024. In addition, Purchaser may extend the Offer to such other date and time as may be agreed in writing by Purchaser and the Company. Any extension, termination or amendment of the Offer will be followed by a prompt public announcement thereof in accordance with applicable rules under the Exchange Act. **Under no circumstance will interest be paid on the Offer Consideration paid pursuant to the Offer, regardless of any extension of the Offer or any delay in making payment for Shares that have been validly tendered.**

Subject to the terms and conditions set forth in the Transaction Framework Agreement, Purchaser will, at or as promptly as practicable following the Expiration Time, irrevocably accept for payment (the time of acceptance for payment, the "*Acceptance Time"*) and promptly pay (by delivery of funds to the depositary for the Offer) for all Shares validly tendered and not properly withdrawn pursuant to the Offer as of the Acceptance Time (such time of payment, the "*Closing*").

On April 2, 2024, the board of directors of the Company (the "*Board*"), in response to conflicts of interest of certain of its members, formed a committee (the "*Independent Transaction Committee*") consisting of Christian Vollmann, Patrick Sullivan and Ronald Stroman (each, a "Disinterested Director" and collectively, the "*Disinterested Directors*", which definitions shall include their respective successor independent directors appointed to the Board in accordance with the provisions of the Transaction Framework Agreement), each of whom is an independent director of the Board and does not have a conflict of interest with respect to the Transactions (as defined in the Offer to Purchase) reviewed the terms and conditions of the Transactions, including the terms and conditions of the Offer, with the assistance of its legal and financial advisors. The Independent Transaction Committee recommended to the Board that it (a) determine that, on the terms and subject to the conditions set forth in the Transaction Framework Agreement, the Transactions are in the best interest of the Company and its business and promote the sustainable success and the sustainable long-term value creation of the Company's business, having taken into account the interests of its stakeholders (including the Company's shareholders other than Purchaser, Parent or any affiliate thereof (such unaffiliated shareholders, from time to time, the "*Unaffiliated Shareholders*")), (b) approve the execution of the Transaction Framework Agreement by the Company and the performance by the Company of its obligations thereunder and (c) resolve, that the Company pursue the Transactions on the terms and subject to the provisions of the Transaction Framework Agreement. Following receipt of such recommendation, the Board (other than the directors who recused themselves from all deliberations and decision-making of the Board regarding the Transactions, which was all directors other than those on the Independent Transaction Committee (the "*Recused Directors*")) reviewed the terms and conditions of the Transactions, including the terms and conditions of the Offer, and unanimously (a) determined that, on the terms and subject to the conditions set forth in the Transaction Framework Agreement, the Transactions are in the best interests of Allego and its business and promote the sustainable success and the sustainable long-term value creation of Allego's business, having taken into account the interests of its stakeholders (including the Unaffiliated Shareholders), (b) approved the execution of the Transaction Framework Agreement by Allego and the performance by Allego of its obligations thereunder and (c) resolved that Allego pursue the Transactions on the terms and subject to the provisions of the Transaction Framework Agreement.

For purposes of this Offer to Purchase, Mr. Muzumdar, who currently serves as an acting member of the Board and who has been nominated for appointment to the Board at the Company's general meeting, currently set for July 8, 2024, shall be considered a member of the Board.

Purchaser does not intend to initiate buy-out proceedings following completion of the Offer to acquire the Shares of any Unaffiliated Shareholder that does not tender its Shares in the Offer. Any holders of Shares that are not tendered in the Offer will remain investors in the delisted Company and will be entitled to certain protections and liquidity rights, as set forth in the Transaction Framework Agreement and described in this Offer to Purchase (each, an "*Unaffiliated Private Shareholder*" and, collectively, the "*Unaffiliated Private Shareholders*"). As provided in the Transaction Framework Agreement, on June 14, 2024, the Meridiam Fund committed to make available to an affiliate of the Company an amount of approximately EUR 46 million in order to develop, operate and maintain charging sites in Germany (the "*Faolan Contribution*"), and the Meridiam Fund has further committed an additional amount of EUR 310 million of new equity-like capital to support the delivery of the Company's growth plan (the "*Meridiam Contribution*").

As contemplated in the Transaction Framework Agreement, as soon as possible after the consummation of the Offer, the Company will voluntarily delist the Shares from the NYSE (the "*Delisting*"). As soon as possible after the Delisting, provided that the number of the Company's shareholders of record (as determined in accordance with Rule 12g5-1 under the Exchange Act) is below 300, the Company will, as and to the extent permitted by applicable law, deregister the Shares under Section 12(b) under the Exchange Act and the suspension of its reporting obligations under Section 15(d) under the Exchange Act with the SEC (the "*Deregistration*" and, together with the Offer, Meridiam Contribution, Faolan Contribution, and Delisting, the "*Transactions*").

Pursuant to the Transaction Framework Agreement, the obligation of Purchaser to purchase the Shares tendered in the Offer is subject only to the conditions that (a) the Transaction Framework Agreement has not been terminated in accordance with its terms and (b) no order (whether temporary, preliminary or permanent) has been issued and no enactment (whether temporary, preliminary or permanent) has been made by any court, governmental or regulatory authority or governmental entity rendering illegal, enjoining or prohibiting the Transactions, including the Offer, unless Purchaser, the Meridiam Fund or their respective affiliates failed to take all actions required under the Transaction Framework Agreement to seek to avoid any such order or have such order lifted (collectively, the "***Offer Conditions***"). **There is no minimum tender condition, no financing condition, no material adverse effect condition and no condition related to receipt of any third party or regulatory approvals to the Offer.**

Subject to the applicable rules and regulations of the SEC, Purchaser also reserves the right at any time to, in its sole discretion, waive, in whole or in part, any of the conditions to the Offer and to make any change in the terms of or conditions to the Offer that is not inconsistent with the Transaction Framework Agreement, *provided that*, the Company's prior written consent is required for Purchaser to: (i) decrease the Offer Consideration, except as otherwise expressly permitted by the Transaction Framework Agreement in the event that during the period between the date of the Transaction Framework Agreement and the consummation of the Offer, any dividend or distribution is declared, made or paid or the number of outstanding Shares is changed into a different number as a result of a conversion, stock split, stock dividend or distribution, or other similar transaction; (ii) change the form of the Offer Consideration; (iii) decrease the number of Shares sought under the Offer; (iv) impose additional conditions to the Offer; (v) amend, modify or supplement any of the conditions to the Offer or terms of the Offer in a manner adverse, or reasonably expected to be adverse, to any Unaffiliated Shareholders; or (vi) terminate the Offer or accelerate, extend or otherwise change the Expiration Time, in each case, except as otherwise provided in the Transaction Framework Agreement.

Contemporaneously with the execution and delivery of the Transaction Framework Agreement, Purchaser entered into a letter agreement, dated June 16, 2024, with AP Spartan Energy Holdings III, L.P., AP Spartan Energy Holdings III (PPW), LLC and AP Spartan Energy Holdings III (PIPE), LLC (collectively, the "*Apollo Fund*") pursuant to which the Apollo Fund agreed, among other things, not to tender any of the Shares beneficially owned

by the Apollo Fund in the Offer. As of the date of this Offer to Purchase, the Apollo Fund owns, in the aggregate, 18,706,989 Shares, representing approximately 6.85% of the outstanding Shares.

The Independent Transaction Committee and the Board (other than the Recused Directors) on behalf of the Company are supportive of the commencement of the Offer but, after careful consideration, including a thorough review of the terms and conditions of the Offer and the Transaction Framework Agreement, including the Post-Closing Rights (as defined below) and the Meridiam Contribution, and the fact that Purchaser has informed the Company that it does not intend to initiate buy-out proceedings to acquire the Shares of any Unaffiliated Shareholder that does not tender its Shares, the Independent Transaction Committee and the Board (other than the Recused Directors) on behalf of the Company determined to take no position and make no recommendation, and to express no opinion and to remain neutral, with respect to the Offer.

A summary of the principal terms of the Offer appears under the heading "Summary Term Sheet." You should read this entire Offer to Purchase carefully before deciding whether to tender your Shares pursuant to the Offer.

July 3, 2024

IMPORTANT

If you desire to tender all or any portion of your Shares to Purchaser pursuant to the Offer, you must, (i) if you hold your Shares directly as the registered owner, prior to the Expiration Time, complete and sign the Letter of Transmittal that accompanies this Offer to Purchase in accordance with the instructions in the Letter of Transmittal and mail or deliver the Letter of Transmittal and all other required documents to Broadridge Corporate Issuer Solutions, LLC, in its capacity as depositary for the Offer (the "*Depositary*"), and tender your Shares by book-entry transfer by following the procedures described in "The Tender Offer—Section 3—Procedures for Accepting the Offer and Tendering Shares," or (ii) if you hold your Shares in street name, request that your broker, dealer, commercial bank, trust company or other nominee effect the transaction for you. If you hold Shares registered in the name of a broker, dealer, commercial bank, trust company or other nominee, you must contact that institution in order to tender your Shares to Purchaser pursuant to the Offer.

If you desire to tender your Shares to Purchaser pursuant to the Offer and you cannot comply in a timely manner with the procedures for tendering your Shares by book-entry transfer, or you cannot deliver all required documents to the Depository prior to the expiration of the Offer, you may tender your Shares to Purchaser pursuant to the Offer by following the procedures for guaranteed delivery described in "The Tender Offer—Section 3—Procedures for Accepting the Offer and Tendering Shares."

Questions and requests for assistance should be directed to Innisfree M&A Incorporated, the information agent for the Offer (the "*Information Agent*"), at its address and telephone numbers set forth below and on the back cover of this Offer to Purchase. Additional copies of this Offer to Purchase, the related Letter of Transmittal and other materials related to the Offer may also be obtained for free from the Information Agent. Additionally, copies of this Offer to Purchase, the related Letter of Transmittal, the Notice of Guaranteed Delivery and any other material related to the Offer may be obtained at the website maintained by the SEC at www.sec.gov. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance.

This Offer to Purchase does not constitute a solicitation of proxies, and Purchaser is not soliciting proxies in connection with the Offer.

This Offer to Purchase and the Letter of Transmittal contain important information, and you should read both carefully and in their entirety before making a decision with respect to the Offer.

THIS OFFER TO PURCHASE AND RELATED MATERIALS, INCLUDING THE LETTER OF TRANSMITTAL, WILL NOT AND MAY NOT BE DISTRIBUTED, FORWARDED OR TRANSMITTED INTO OR FROM ANY JURISDICTION WHERE PROHIBITED BY APPLICABLE LAW BY ANY MEANS WHATSOEVER INCLUDING, WITHOUT LIMITATION, MAIL, FACSIMILE TRANSMISSION, E-MAIL OR TELEPHONE. THE OFFER CANNOT BE ACCEPTED BY ANY SUCH USE, MEANS OR INSTRUMENTALITY OR FROM WITHIN ANY JURISDICTION WHERE PROHIBITED BY LAW.

THE OFFER HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SEC OR ANY STATE SECURITIES COMMISSION PASSED UPON THE FAIRNESS OR MERITS OF, OR UPON THE ACCURACY OR ADEQUACY OF, THE INFORMATION CONTAINED IN THIS OFFER TO PURCHASE. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

The Information Agent for the Offer is:

Innisfree®

Innisfree M&A Incorporated

Innisfree M&A Incorporated
501 Madison Avenue, 20th Floor
New York, New York 10022

Stockholders may call toll free:
(877) 750-8240
Banks and Brokers may call collect:
(212) 750 5833

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SUMMARY TERM SHEET

Madeleine Charging B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands with its corporate seat in Amsterdam, the Netherlands, and its office address at Zuidplein 126, WTC Toren H, Floor 15, 1077 XV Amsterdam, the Netherlands, and registered with the trade register of the Netherlands Chamber of Commerce (*Kamer van Koophandel*) under number 71768068 ("*Purchaser*"), whose indirect parent entities are managed by Meridiam SAS, a simplified stock company (société par actions simplifiée) incorporated under the laws of France with its principal business office address at 4, place de l'Opera, 75002, Paris, France ("*Parent*") is offering to purchase all of the outstanding ordinary shares, par value €0.12 per share, of Allego N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands with its corporate seat in Arnhem, the Netherlands, and its office address at Westervoortsedijk 73 KB, 6827 AV Arnhem, the Netherlands, and registered with the trade register of the Netherlands Chamber of Commerce (*Kamer van Koophandel*) under number 82985537 (the "*Company*" or "*Allego*"), that are not already held, directly or indirectly, by Purchaser, Parent or any of their respective affiliates, at a purchase price of US$1.70 per Share, without interest and less applicable withholding taxes, payable in cash, on the terms and subject to the conditions set forth in this Offer to Purchase (the "*Offer to Purchase*") and in the related Letter of Transmittal (the "*Letter of Transmittal*" and, together with this Offer to Purchase, as each may be amended or supplemented from time to time, the "*Offer*"). The Offer is being made pursuant to a Transaction Framework Agreement, dated as of June 16, 2024 (as it may be amended from time to time, the "*Transaction Framework Agreement*"), by and among Purchaser, Meridiam Sustainable Infrastructure Europe IV SLP, a limited partnership (*société de libre partenariat*) incorporated under the laws of France, with its registered office located at 4, place de l'Opéra 75002 Paris, France, registered with the Paris Trade and Companies Register under number 894856889 ("*Meridiam Fund*"), represented by Parent, its management company, and the Company, to provide holders of Shares with an exit opportunity and immediate liquidity at a price that is a premium to recent market prices for the Shares if such holders do not want to remain invested in the Company, in connection with the delisting of the Shares from the NYSE.

Contemporaneously with the execution and delivery of the Transaction Framework Agreement, Purchaser entered into a letter agreement dated June 16, 2024 (the "*Non-tender Agreement*"), with AP Spartan Energy Holdings III, L.P., AP Spartan Energy Holdings III (PPW), LLC and AP Spartan Energy Holdings III (PIPE), LLC (collectively, the "*Apollo Fund*") pursuant to which the Apollo Fund agreed, among other things, not to tender any of the Shares beneficially owned by the Apollo Fund in the Offer. As of the date of this Offer to Purchase, the Apollo Fund owns, in the aggregate, 18,706,989 Shares, representing approximately 6.85% of the outstanding Shares.

The following are some of the questions you, as a shareholder of the Company, may have, and answers to those questions.**The information contained in this summary term sheet is a summary only and is not meant to be a substitute for the more detailed description and information contained in this Offer to Purchase, the Letter of Transmittal and other related materials. You are urged to read carefully the Offer to Purchase, the Letter of Transmittal and other related materials in their entirety, which, as each may be amended or supplemented from time to time, we collectively refer to as the "Offer."** This summary sheet includes cross-references to other sections of the Offer to Purchase where you will find more complete descriptions of the topics mentioned below.

Unless the context indicates otherwise, in this Offer to Purchase we use the terms "us," "we" and "our" to refer to Purchaser. We use the term "Parent" to refer to Meridiam SAS and the terms "the Company" or "Allego" to refer to Allego N.V.

The information concerning the Company contained herein and elsewhere in the Offer to Purchase has been provided to Purchaser and Parent by the Company or has been taken from or is based upon publicly available documents or records of the Company on file with the United States Securities and Exchange Commission

(the "*SEC*") or other public sources at the time of the Offer. Purchaser and Parent have not independently verified the accuracy and completeness of such information.

Securities Sought	All outstanding ordinary shares, par value €0.12 per share, of the Company (each, a "*Share*" and, collectively, the "*Shares*") that Parent, Purchaser or their respective affiliates do not already own (the holders of such Shares each, an "*Unaffiliated Shareholder*" and, collectively, the "*Unaffiliated Shareholders*"). Purchaser has entered into a letter agreement, dated June 16, 2024, with the Apollo Fund pursuant to which the Apollo Fund agreed, among other things, not to tender any of the Shares beneficially owned by the Apollo Fund in the Offer. Pursuant to an Irrevocable Power of Attorney and Prior Consent Agreement entered into on April 14, 2021, and amended on March 28, 2022, by and between E8 Partenaires, a French *société par actions simplifée* ("*E8*") and Purchaser, E8 may not tender more than 2/3 of its Shares in the Offer without the prior written consent of Purchaser or Parent.
Price Offered Per Share	US$1.70 per Share, without interest and less applicable withholding taxes, and payable in cash (such amount or any higher amount per Share paid pursuant to the Offer, the "*Offer Consideration*").
Scheduled Expiration of Offer	One minute after 11:59 p.m., New York City time, on July 31, 2024 (such time for the expiration of the Offer, as may be extended in accordance with the terms of the Transaction Framework Agreement and applicable laws, the "*Expiration Time*"). See "The Tender Offer—Section 1—Terms of the Offer."
Purchaser	Madeleine Charging B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands with its corporate seat in Amsterdam, the Netherlands, and its office address at Zuidplein 126, WTC Toren H, Floor 15, 1077 XV Amsterdam, the Netherlands, and registered with the trade register of the Netherlands Chamber of Commerce (*Kamer van Koophandel*) under number 71768068, whose indirect parent entities are managed by Meridiam SAS, a simplified stock company (*société par actions simplifiée*) organized under the laws of France with its principal business office address at 4, place de l'Opera, 75002, Paris, France.

(1) Who is offering to buy my Shares?

Purchaser is offering to purchase for cash all outstanding Shares (other than Shares owned by Parent, Purchaser or their respective affiliates). Purchaser is a Dutch private limited liability company, whose indirect parent entities are managed by Parent, a French simplified stock company.

As of the date of this Offer to Purchase, Purchaser owns approximately 72.5% of the outstanding Shares and has the right to direct the voting of an additional approximately 15.1% of the outstanding Shares, pursuant to an irrevocable voting power of attorney granted by E8. As the majority shareholder of the Company, Purchaser controls all matters requiring shareholder approval, including the election of directors.

See the "Introduction" to this Offer to Purchase and "The Tender Offer—Section 8—Certain Information Concerning Purchaser and Parent."

(2) What are the classes and amounts of securities sought in the Offer?

We are offering to purchase all outstanding Shares, other than the Shares already owned by Parent, Purchaser or their respective affiliates, at a purchase price of $1.70 per Share, without interest and less applicable withholding taxes, payable in cash, on the terms and subject to the conditions set forth in this Offer to Purchase and the Letter of Transmittal.

See the "Introduction" to this Offer to Purchase and "The Tender Offer—Section 1—Terms of the Offer."

(3) Is there an agreement governing the Offer?

Yes. Purchaser, the Meridiam Fund and the Company entered into a Transaction Framework Agreement, dated as of June 16, 2024 (as it may be amended from time to time, the "*Transaction Framework Agreement*"). The Transaction Framework Agreement provides, among other things, for the terms and conditions of the Offer, the voluntary delisting of the Shares from the New York Stock Exchange (the "*NYSE*") by the Company (the "*Delisting*") and the deregistration of the Shares under §12(b) of the Exchange Act and the suspension of its reporting obligations under §15(d) under the Exchange Act with the SEC (the "*Deregistration*" and, together with the Offer, Delisting, Meridiam Contribution (as defined below) and Faolan Contribution (as defined below), the "*Transactions*").

See "The Tender Offer—Section 10—The Transaction Framework Agreement; Other Agreements," and "The Tender Offer—Section 15—Certain Conditions of the Offer."

(4) Why are you making the Offer? What are the reasons for the Offer?

We proposed to the Company that the board of directors of the Company (the "*Board*") make a decision to delist the Company from the NYSE by consummating the Delisting, and following the Delisting, the Deregistration. We made the proposal as we are convinced that being a publicly traded company impedes the Company's ability to access capital it needs to continue its growth plan, and that the Delisting would enable the Company to secure access to financing at much more attractive terms and therefore de-risk (and potentially even accelerate) the execution of its growth strategy, which would be in the best interest of all stakeholders, including the Unaffiliated Shareholders.

In connection with the Delisting and Deregistration, we are making the Offer for all Shares held by the Unaffiliated Shareholders solely to provide an exit opportunity and immediate liquidity to Unaffiliated Shareholders that do not want to remain invested in an unlisted company, at a price that is a premium to recent market prices for the Shares, before the Company voluntarily delists the Shares on the NYSE, which will cause the Shares to cease to be publicly traded.

See "The Tender Offer—Section 11—Purpose of the Offer; Plans for Allego."

(5) How much are you offering to pay and what is the form of payment? Will I have to pay any fees or commissions?

We are offering to pay US$1.70 per Share, without interest and less applicable withholding taxes, payable in cash, on the terms and subject to the conditions set forth in the Transaction Framework Agreement, in this Offer to Purchase and the Letter of Transmittal. If you are the record owner of your Shares and you tender your Shares directly to Broadridge Corporate Issuer Solutions, LLC (the "*Depositary*"), you will not have to pay brokerage fees, commissions, or similar expenses. If you own your Shares through a broker, dealer, commercial bank, trust company or other nominee and your broker, dealer, commercial bank, trust company or other nominee tenders your Shares on your behalf, your broker, dealer, commercial bank, trust company, or nominee may charge you a fee for doing so. You should consult your broker, dealer, commercial bank, trust company, or nominee to determine whether any charges will apply.

See the "Introduction" to this Offer to Purchase, "The Tender Offer—Section 1—Terms of the Offer" and "The Tender Offer—Section 2—Acceptance for Payment and Payment for Shares."

(6) What does the board of directors of the Company think of the Offer?

On April 2, 2024, the board of directors of the Company (the "*Board*"), in response to conflicts of interest of certain of its members, formed a committee (the "*Independent Transaction Committee*") consisting of Christian Vollmann, Patrick Sullivan and Ronald Stroman (each, a "*Disinterested Director*" and collectively, the "*Disinterested Directors*", which definitions shall include their respective successor independent directors appointed to the Board in accordance with the provisions of the Transaction Framework Agreement), each of whom is an independent director of the Board and does not have a conflict of interest with respect to the Transactions reviewed the terms and conditions of the Transactions, including the terms and conditions of the Offer, with the assistance of its legal and financial advisors. The Independent Transaction Committee recommended to the Board that it (a) determine that, on the terms and subject to the conditions set forth in the Transaction Framework Agreement, the Transactions are in the best interest of the Company and its business and promote the sustainable success and the sustainable long-term value creation of the Company's business, having taken into account the interests of its stakeholders (including the Company's shareholders other than Purchaser, Parent or any affiliate thereof (such unaffiliated shareholders, from time to time, the "*Unaffiliated Shareholders*")), (b) approve the execution of the Transaction Framework Agreement by the Company and the performance by the Company of its obligations thereunder and (c) resolve, that the Company pursue the Transactions on the terms and subject to the provisions of the Transaction Framework Agreement. Following receipt of such recommendation, the Board (other than the directors who recused themselves from all deliberations and decision-making of the Board regarding the Transactions, which was all directors other than those on the Independent Transaction Committee (the "*Recused Directors*")) reviewed the terms and conditions of the Transactions, including the terms and conditions of the Offer, and unanimously (a) determined that, on the terms and subject to the conditions set forth in the Transaction Framework Agreement, the Transactions are in the best interests of Allego and its business and promote the sustainable success and the sustainable long-term value creation of Allego's business, having taken into account the interests of its stakeholders (including the Unaffiliated Shareholders), (b) approved the execution of the Transaction Framework Agreement by Allego and the performance by Allego of its obligations thereunder and (c) resolved that Allego pursue the Transactions on the terms and subject to the provisions of the Transaction Framework Agreement. In view of the conflict of interest rules within the meaning of section 2:129, subsection 6 of the Dutch Civil Code ("*DCC*") the *Recused Directors* recused themselves from all deliberations and decision-making of the Board regarding the Transactions, which resulted in the Disinterested Directors voting to approve the Company's entry into the Transaction Framework Agreement.

A more complete description of the reasons that the Independent Transaction Committee and the Board (other than the Recused Directors) approved entry into the Transaction Framework Agreement and decided to fully support and facilitate the Transactions is set forth in the Solicitation/Recommendation Statement on Schedule 14D-9 that the Company has filed with the SEC and is furnishing to shareholders in connection with the Offer (the "*Schedule 14D-9*").

The Independent Transaction Committee and the Board (other than the Recused Directors) on behalf of the Company are supportive of the commencement of the Offer but, after careful consideration, including a thorough review of the terms and conditions of the Offer and the Transaction Framework Agreement, including the Post-Closing Rights (as defined below) and the Meridiam Contribution (as defined below), and the fact that Purchaser has informed the Company that it does not intend to initiate buy-out proceedings to acquire the Shares of any Unaffiliated Shareholder that does not tender its Shares, the Independent Transaction Committee and the Board (other than the Recused Directors) on behalf of the Company determined to take no position and make no recommendation, and to express no opinion and to remain neutral, with respect to the Offer.

(7) Will you have the financial resources to make payment?

Yes. We estimate that the total amount of funds required to purchase all outstanding Shares that may be tendered in the Offer and to pay related transaction fees and expenses in connection with the consummation of the Offer and the Delisting will be approximately $106,179,603. We anticipate funding such cash requirements from available cash and cash equivalents of certain funds that the Parent manages and/or committed debt financing pursuant to a euro term loan facility in an aggregate amount equal to EUR 150 million.

The consummation of the Offer and the other Transactions are not subject to any financing condition. See "The Tender Offer—Section 9—Source and Amount of Funds."

(8) Is your financial condition relevant to my decision to tender my Shares pursuant to the Offer?

No. We do not think our financial condition is relevant to your decision on whether to tender Shares and accept the Offer because:

- The Offer is being made for all outstanding Shares held by Unaffiliated Shareholders, solely for cash.
- Consummation of the Offer is not subject to any financing condition.

See "The Tender Offer—Section 10—The Transaction Framework Agreement; Other Agreements."

(9) What are the most significant conditions to the Offer?

Pursuant to the Transaction Framework Agreement, the obligation of Purchaser to purchase the Shares tendered in the Offer is subject only to the conditions that (a) the Transaction Framework Agreement has not been terminated in accordance with its terms and (b) no order (whether temporary, preliminary or permanent) has been issued and no enactment (whether temporary, preliminary or permanent) has been made by any court, governmental or regulatory authority or governmental entity rendering illegal, enjoining or prohibiting the Transactions, including the Offer, unless Purchaser, the Meridiam Fund or their respective affiliates failed to take all actions required under the Transaction Framework Agreement to seek to avoid any such order or have such order lifted (collectively, the "***Offer Conditions***"). **There is no minimum tender condition, no financing condition, no material adverse effect condition and no condition related to receipt of any third party or regulatory approvals to the Offer.**

The Offer Conditions are in addition to, and not a limitation of, our right to extend, terminate, amend and/or modify the Offer in accordance with the terms and conditions of the Transaction Framework Agreement and the applicable rules and regulations of the SEC. Subject to the applicable rules and regulations of the SEC, we expressly reserve the right at any time to, in our sole discretion, waive, in whole or in part, any of the Offer Conditions and to make any change in the terms of or conditions to the Offer that is not inconsistent with the Transaction Framework Agreement, *provided that*, the Company's prior written consent is required for Purchaser to: (i) decrease the Offer Consideration, except as otherwise expressly permitted by the Transaction Framework Agreement in the event that during the period between the date of the Transaction Framework Agreement and the consummation of the Offer, any dividend or distribution is declared, made or paid or the number of outstanding Shares is changed into a different number as a result of a conversion, stock split, stock dividend or distribution, or other similar transaction; (ii) change the form of the Offer Consideration; (iii) decrease the number of Shares sought under the Offer; (iv) impose additional conditions to the Offer; (v) amend, modify or supplement any of the conditions to the Offer or terms of the Offer in a manner adverse, or reasonably expected to be adverse, to any Unaffiliated Shareholders; or (vi) terminate the Offer or accelerate, extend or otherwise change the Expiration Time, in each case, except as otherwise provided in the Transaction Framework Agreement.

See "The Tender Offer—Section 15—Certain Conditions of the Offer."

(10) Do you have interests in the Offer that are different from my interests as a shareholder of the Company?

Yes. Our interests in the Offer are different from those of Unaffiliated Shareholders being provided with the opportunity to sell their Shares. As of the date of this Offer to Purchase, we are the majority shareholder of the Company, owning approximately 72.5% of the outstanding Shares and have the right to direct the voting of an additional approximately 15.1% of the outstanding Shares, pursuant to an irrevocable voting power of attorney granted by E8. We control virtually all matters requiring shareholder approval, including the appointment and dismissal of the Company's directors. Upon the consummation of the Offer, our ownership percentage of the outstanding Shares will further increase. While we welcome you to remain invested in the Company, if you sell all your Shares in the Offer, you will cease to have any interest in the Company and will not have the opportunity to participate in the future earnings or growth, if any, of the Company. On the other hand, we will benefit from any future increase in the value of the Company, as well as bear the burden of any future decrease in the value of the Company. See "The Tender Offer—Section 11—Purpose of the Offer and Plans for Allego" and "The Tender Offer—Section 13—Possible Effects of the Offer; No Shareholder Approval; No Appraisal Rights."

(11) What is your position as to the fairness of the Transactions?

We believe the Transactions (including the Offer) are in the best interest of the Company and its stakeholders, including shareholders, and are fair to Unaffiliated Shareholders, based upon the factors set forth under "Special Factors—Section 1—Position of Purchaser Regarding Fairness of the Transactions."

(12) How long do I have to decide whether to tender my Shares pursuant to the Offer?

You will have until one minute after 11:59 p.m., New York City Time, on July 31, 2024 (unless extended or earlier terminated) to tender your Shares in the Offer. Furthermore, if you cannot deliver everything that is required in order to make a valid tender in accordance with the terms of the Offer by that time, you may still participate in the Offer by using the guaranteed delivery procedure that is described in "The Tender Offer—Section 3—Procedures for Accepting the Offer and Tendering Shares" of this Offer to Purchase prior to that time.

Please give your broker, dealer, commercial bank, trust company or other nominee instructions with sufficient time to permit such broker, dealer, commercial bank, trust company or other nominee to tender your Shares in accordance with your instructions. **Beneficial owners should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadline for participation in the Offer.** Accordingly, beneficial owners wishing to participate in the Offer should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the times by which such owner must take action in order to participate in the Offer.

(13) When and how will I be paid for my tendered shares?

If the conditions to the Offer set forth in "The Tender Offer—Section 15—Certain Conditions of the Offer" are satisfied or waived (to the extent such waiver is permitted by applicable law) as of the Expiration Time, we will, at or as promptly as practicable following the Expiration Time, accept for payment (the time of acceptance for payment, the "*Acceptance Time"*) and promptly pay (by delivery of funds to the Depositary) for all Shares validly tendered and not properly withdrawn pursuant to the Offer as of the Acceptance Time (such time of payment, the "*Closing*"). In all cases, payment for tendered Shares will be made only after a confirmation of a book-entry transfer of such Shares (as described in "The Tender Offer—Section 3—Procedures for Accepting the Offer and Tendering Shares"), a properly completed and duly executed Letter of Transmittal and any other required documents for such Shares.

Under no circumstance will interest be paid on the Offer Consideration in connection with the Offer, regardless of any extension of the Offer or any delay in making payment for Shares.

(14) Can the Offer be extended and under what circumstances?

Yes. Subject to the Company's and our respective right to terminate the Transaction Framework Agreement in accordance with its terms and applicable law, we may extend the expiration date and time of the Offer to such other date and time as may be agreed in writing by Purchaser and the Company. In addition, the Transaction Framework Agreement provides that Purchaser may extend, or is required to extend the Offer in certain circumstances, as follows:

- We will extend the Offer for any period required by any rule, regulation, interpretation or position of the SEC, the staff thereof (including in connection with the SEC's continuing review of the filings, including the Schedule TO, Schedule 13E-3 or the Schedule 14D-9), or the NYSE, applicable to the Offer or as may be required by any other court, authority or governmental entity; *provided that*, Purchaser will not be required to extend the Offer beyond October 1, 2024;
- If, at the then-scheduled Expiration Time, any condition to the Offer has neither been satisfied nor waived by us (to the extent such waiver is permitted by applicable law), we may extend the Offer for one or more consecutive increments of not more than ten business days per extension (with each such period to end at one minute after 11:59 p.m. (New York City time) on the last business day of such period) (or such other duration as may be agreed in writing by Purchaser and the Company) until all of the conditions to the Offer have been satisfied or waived (to the extent such waiver is permitted by applicable laws); and
- We may extend the Offer to such other date and time as may be agreed in writing by Purchaser and the Company.

If we extend the Offer, such extension will increase the time that you will have to tender (or withdraw) your Shares.

See "The Tender Offer—Section 1—Terms of the Offer."

(15) How will I be notified if the Offer is extended?

Any extension of the Offer will be followed by a public announcement of the extension no later than 9:00 a.m., New York City time, on the next business day after the day on which the Offer was otherwise scheduled to expire, which notice will also include the approximate number and percentage of Shares validly tendered and not properly withdrawn as of such date. Without limiting the manner in which we may choose to make any public announcement, we currently intend to make announcements regarding the Offer by issuing a press release and making an appropriate filing with the SEC.

See "The Tender Offer—Section 1—Terms of the Offer."

(16) Will there be a subsequent offering period?

We do not presently intend to offer, and the Transaction Framework Agreement does not provide for, a subsequent offering period.

See "The Tender Offer—Section 1—Terms of the Offer."

(17) How do I tender my Shares?

In order for Shares to be validly tendered pursuant to the Offer, you must follow these instructions:

- If you are a record holder and you hold Shares in book-entry form on the books of the Company's transfer agent, the following must be received by the Depositary at one of its addresses set forth in the

Letter of Transmittal prior to the Expiration Time: (a) the Letter of Transmittal, properly completed and duly executed; and (b) any other documents required by the Letter of Transmittal.

- If your Shares are held in "street" name and are being tendered by book-entry transfer into an account maintained by the Depositary at The Depository Trust Company, the following must be received by the Depositary at one of its addresses set forth in the Letter of Transmittal prior to the Expiration Time: (a) the Letter of Transmittal, properly completed and duly executed, or an Agent's Message (as defined under "The Tender Offer—Section 3—Procedures for Accepting the Offer and Tendering Shares"); (b) a Book-Entry Confirmation (as defined under "The Tender Offer—Section 2—Acceptance for Payment and Payment for Shares"); and (c) any other documents required by the Letter of Transmittal.
- If you cannot complete the procedure for delivery by book-entry transfer on a timely basis, or you otherwise cannot deliver all required documents to the Depositary prior to the Expiration Time, you may be able to tender your Shares using the enclosed Notice of Guaranteed Delivery. For the tender to be valid, however, the Depositary must receive the Notice of Guaranteed Delivery prior to the Expiration Time and must then receive the missing items within one NYSE trading day after the date of execution of such Notice of Guaranteed Delivery. Please contact Innisfree M&A Incorporated, the information agent for the Offer (the "*Information Agent*") for assistance.
- If you hold Shares through a broker, dealer, commercial bank, trust company or other nominee, you must contact your broker, dealer, commercial bank, trust company or other nominee and give instructions that your Shares be tendered. You should also be aware that your broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadline for participation in the Offer. Accordingly contact your broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the times by which you must take action in order to participate in the Offer.

See "The Tender Offer—Section 3—Procedures for Accepting the Offer and Tendering Shares."

(18) Can I withdraw previously tendered Shares. Until what time may I withdraw previously tendered Shares?

Yes. You may properly withdraw your previously tendered Shares at any time until the Expiration Time. In addition, if we have not accepted your Shares for payment by September 1, 2024, which is the sixtieth (60th) day after the date of the commencement of the Offer, you may withdraw your previously tendered Shares at any time after that date until we accept your Shares for payment. Once we accept your tendered Shares for payment upon expiration of the Offer, you will no longer be able to withdraw them.

See "The Tender Offer—Section 4—Withdrawal Rights."

(19) How do I withdraw previously tendered Shares?

To properly withdraw previously tendered Shares, you must deliver a written notice of withdrawal with the required information (as specified in this Offer to Purchase and in the related Letter of Transmittal) to the Depositary at any time at which you have the right to withdraw Shares. If you tendered Shares by giving instructions to a broker, dealer, commercial bank, trust company or other nominee, you must instruct such broker, dealer, commercial bank, trust company or other nominee to arrange for the withdrawal of your Shares, and such broker, dealer, commercial bank, trust company or other nominee must effectively withdraw such Shares at any time at which you have the right to withdraw your Shares. Such broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadline to provide instructions for the withdrawal of your Shares. Accordingly, you should contact such broker, commercial bank, trust company or other nominee as soon as possible to determine the times by which you must take action in order to withdraw your Shares.

See "The Tender Offer—Section 4—Withdrawal Rights."

(20) If I decide not to tender my Shares, how will the Offer affect my Shares and what will happen to the Company?

As contemplated under the Transaction Framework Agreement, after the Closing, pursuant to the Transaction Framework Agreement, the Company will voluntarily delist the Shares from the NYSE. As a result, we anticipate that there will not be an active trading market for the Shares following the consummation of the Offer. In addition, pursuant to the Transaction Framework Agreement, following the Delisting, the Company will terminate the registration of the Shares under the Exchange Act as promptly as practicable and take steps to cause the suspension of its reporting obligations with respect to the Shares with the SEC. As a result of the Deregistration, the Company will no longer be required to make filings with the SEC or otherwise comply with the rules of the SEC. Furthermore, the ability of "affiliates" of the Company and persons holding "restricted securities" of the Company to dispose of such securities pursuant to Rule 144 promulgated under the Securities Act of 1933 (the "*Securities Act*") may be impaired or eliminated. In addition, once the Delisting has occurred, holders of record of Shares shall only be able to transfer their Shares in accordance with Dutch law, pursuant to a Dutch notarial deed.

Following the Offer and the Delisting, the Shares will no longer constitute "margin stock" for purposes of the margin regulations of the Federal Reserve Board, in which case your Shares may no longer be used as collateral for loans made by brokers.

See the "Introduction" to this Offer to Purchase, "The Tender Offer—Section 10—The Transaction Framework Agreement; Other Agreements," "The Tender Offer—Section 11—Purpose of the Offer; Plans for Allego" and "The Tender Offer—Section 13—Possible Effects of the Offer; No Shareholder Approval; No Appraisal Rights."

(21) What is the market value of my Shares as of a recent date?

The Offer Consideration of US$1.70 per Share represents a premium of approximately 131% over the closing price of a Share on June 14, 2024, the last trading day prior to the public announcement of the signing of the Transaction Framework Agreement. On July 2, 2024, the last full trading day before the commencement of the Offer, the reported closing price of the Shares on the NYSE was $1.68 per Share.

We advise you to obtain a recent quotation for Shares in deciding whether to tender your Shares in the Offer. See "The Tender Offer—Section 6—Price Range of Shares; Dividends."

(22) Will I have appraisal rights in connection with the Offer?

Subject to certain exceptions, Dutch law does not recognize the concept of appraisal or dissenters' rights. The Company's shareholders are not entitled to appraisal rights with respect to the Offer.

See "The Tender Offer—Section 13—Possible Effects of the Offer; No Shareholder Approval; No Appraisal Rights."

(23) What will happen to my equity awards in the Offer? Can holders of stock options and/or unvested restricted stock awards participate in the Offer?

The Offer is being made for all outstanding Shares held by Unaffiliated Shareholders and is not being made for options to purchase Shares (each, a "*Company Option*") or for Shares underlying unvested restricted stock units (each, an "*Unvested Company RSU*"). If you wish to tender Shares underlying Company Options, you must first exercise your Company Options (to the extent exercisable) in accordance with their terms in sufficient time to tender the Shares received into the Offer. Holders of Unvested Company RSUs are not eligible to participate in the Offer.

See "The Tender Offer—Section 10—The Transaction Framework Agreement; Other Agreements—Transaction Framework Agreement—Treatment of Allego Equity Awards."

(24) What are the U.S. federal income tax consequences of validly tendering (and not withdrawing) Shares for U.S. shareholders?

The Offer Consideration paid in exchange for your Shares pursuant to the Offer generally will be a taxable transaction for U.S. federal income tax purposes and may also be a taxable transaction under applicable state, local or non-U.S. income or other tax laws.

See "The Tender Offer—Section 5A—Certain U.S. Federal Income Tax Consequences" for a more detailed discussion of the U.S. federal income tax consequences of the Offer for certain U.S. shareholders.

We urge you to consult your own tax advisor as to the particular tax consequences to you of the Offer.

(25) What are the material Dutch tax consequences of validly tendering (and not withdrawing) my Shares in the Offer?

The Offer Consideration paid in exchange for your Shares pursuant to the Offer will not be subject to Dutch dividend withholding tax (*dividendbelasting*). The disposal of the Shares could have Dutch individual income tax (*inkomstenbelasting*) and Dutch corporate income tax (*vennootschapsbelasting*) consequences for the shareholders that offer their Shares for payment.

See "The Tender Offer—Section 5B—Certain Dutch Tax Consequences" for a more detailed discussion of the Dutch tax consequences of the Offer.

We urge you to consult your own tax advisor as to the particular Dutch tax consequences to you of the Offer.

(26) Will a meeting of the Company's shareholders be required to approve the Delisting or any other action or item in connection with the Transactions, including the Offer?

No meeting of the Company's shareholders is required to approve the Delisting, the Deregistration or any other action or item in connection with the Transactions.

See "The Tender Offer—Section 13—Possible Effects of the Offer; No Shareholder Approval; No Appraisal Rights."

(27) Who should I call if I have questions about the Offer?

Innisfree M&A Incorporated is acting as the Information Agent for the Offer. Shareholders may call the Information Agent toll free at (877) 750-8240 and banks and brokers may call the Information Agent collect at (212) 750-5833. See the back cover of this Offer to Purchase for additional contact information.

INTRODUCTION

To the Holders of Ordinary Shares of the Company:

Madeleine Charging B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands with its corporate seat in Amsterdam, the Netherlands, and its office address at Zuidplein 126, WTC Toren H, Floor 15, 1077 XV Amsterdam, the Netherlands, and registered with the trade register of the Netherlands Chamber of Commerce (*Kamer van Koophandel*) under number 71768068 ("*Purchaser*"), whose indirect parent entities are managed by Meridiam SAS, a simplified stock company (*société par actions simplifiée*) incorporated under the laws of France with its principal business office address at 4, place de l'Opera, 75002, Paris, France ("*Parent*") is offering to purchase all of the outstanding ordinary shares, par value €0.12 per share (each, a "*Share*" and, collectively the "*Shares*"), of Allego N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands with its corporate seat in Arnhem, the Netherlands, and its office address at Westervoortsedijk 73 KB, 6827 AV Arnhem, the Netherlands, and registered with the trade register of the Netherlands Chamber of Commerce (*Kamer van Koophandel*) under number 82985537 (the "*Company*" or "*Allego*"), that are not already held, directly or indirectly, by Purchaser, Parent or any of their respective affiliates, at a purchase price of US$1.70 per Share, without interest and less applicable withholding taxes, payable in cash (such amount or any higher amount per Share paid pursuant to the Offer (as defined below), the "*Offer Consideration*"), on the terms and subject to the conditions set forth in this Offer to Purchase (the "*Offer to Purchase*") and in the related Letter of Transmittal (the "*Letter of Transmittal*" and, together with this Offer to Purchase, as each may be amended or supplemented from time to time, the "*Offer*").

The Offer is being made pursuant to a Transaction Framework Agreement, dated as of June 16, 2024 (as it may be amended from time to time, the "*Transaction Framework Agreement*"), by and between Purchaser, Meridiam Sustainable Infrastructure Europe IV SLP, a limited partnership (*société de libre partenariat*) incorporated under the laws of France, with its registered office located at 4, place de l'Opéra 75002 Paris, France, registered with the Paris Trade and Companies Register under number 894856889 (the "*Meridiam Fund*"), represented by Parent, its management company, and the Company, to provide holders of Shares with an exit opportunity and immediate liquidity at a price that is a premium to recent market prices for the Shares if such holders do not want to remain invested in the Company, in connection with the voluntary delisting by the Company of the Shares (the "*Delisting*").

Unless the Offer is earlier terminated in connection with the valid termination of the Transaction Framework Agreement, the Offer will expire at one minute after 11:59 p.m. (New York City time), on July 31, 2024 (such time for the expiration of the Offer, as may be extended in accordance with the terms of the Transaction Framework Agreement and applicable laws, the "*Expiration Time*"). No "subsequent offering period" in accordance with Rule 14d-11 of the Exchange Act will be available.

Subject to Purchaser's rights to terminate the Transaction Framework Agreement in accordance with its terms and applicable law, Purchaser may extend the Offer to such other date and time as may be agreed in writing by Purchaser and the Company. In addition, the Transaction Framework Agreement provides that Purchaser may extend, or is required to, extend the Offer in certain circumstances:

- Purchaser will extend the Offer for any period required by any rule, regulation, interpretation or position of the SEC, the staff thereof (including in connection with the SEC's continuing review of the filings, including the Rule 13e-3 Transaction Statement on Schedule 13E-3 (the "*Schedule 13E-3*") or the Solicitation/Recommendation Statement on Schedule 14D-9 (the "*Schedule 14D-9*")), or the NYSE, applicable to the Offer or as may be required by any other court, authority or governmental entity; *provided that,* Purchaser will not be required to extend the Offer beyond October 1, 2024;
- If, at the initial Expiration Time or any subsequent time as of which the Offer is scheduled to expire, any condition to the Offer has not been satisfied or waived (to the extent such waiver is permitted by

applicable laws), Purchaser may extend the Offer for one or more consecutive increments of not more than ten business days per extension (with each such period to end at one minute after 11:59 p.m. (New York City time) on the last business day of such period) (or such other duration as may be agreed in writing by Purchaser and the Company) until all of the conditions to the Offer have been satisfied or waived (to the extent such waiver is permitted by applicable laws); and

- Purchaser may extend the Offer to such other date and time as may be agreed in writing by Purchaser and the Company.

The Transaction Framework Agreement provides, among other things, that, subject to the terms and conditions set forth in the Transaction Framework Agreement, Purchaser will, at or as promptly as practicable following the Expiration Time, accept for payment (the time of acceptance for payment, the "*Acceptance Time*") and promptly pay (by delivery of funds to the depositary for the Offer) for all Shares validly tendered and not properly withdrawn pursuant to the Offer as of the Acceptance Time (such time of payment, the "*Closing*").

Under no circumstance will interest be paid on the Offer Consideration in connection with the Offer, regardless of any extension of the Offer or any delay in making payment for Shares.

Certain material U.S. federal income tax consequences of the sale of Shares pursuant to the Offer are described in "The Tender Offer—Section 5A—Certain U.S. Federal Income Tax Consequences." **Shareholders are urged to consult with their own tax advisors with regard to the tax consequences of tendering their Shares pursuant to the Offer.**

Certain material Dutch tax consequences of the sale of Shares pursuant to the Offer are described in "The Tender Offer—Section 5B—Certain Dutch Tax Consequences." **Shareholders are urged to consult with their own tax advisors with regard to the particular Dutch tax consequences of tendering their Shares pursuant to the Offer.**

Tendering shareholders who are record owners of their Shares and who tender directly to Broadridge Corporate Issuer Solutions, LLC (the "*Depositary*") will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in Instruction 5 of the Letter of Transmittal, stock transfer taxes with respect to the purchase of Shares by Purchaser pursuant to the Offer. Shareholders who hold their Shares through a broker, dealer, commercial bank, trust company or other nominee should consult such broker, dealer, commercial bank, trust company or other nominee as to whether it charges any service fees or commissions.

On April 2, 2024, the board of directors of the Company (the "*Board*"), in response to conflicts of interest of certain of its members, formed a committee (the "*Independent Transaction Committee*") consisting of Christian Vollmann, Patrick Sullivan and Ronald Stroman (each, a "*Disinterested Director*" and collectively, the "*Disinterested Directors*", which definitions shall include their respective successor independent directors appointed to the Board in accordance with the provisions of the Transaction Framework Agreement), each of whom is an independent director of the Board and does not have a conflict of interest with respect to the Transactions reviewed the terms and conditions of the Transactions, including the terms and conditions of the Offer, with the assistance of its legal and financial advisors. The Independent Transaction Committee recommended to the Board that it (a) determine that, on the terms and subject to the conditions set forth in the Transaction Framework Agreement, the Transactions are in the best interest of the Company and its business and promote the sustainable success and the sustainable long-term value creation of the Company's business, having taken into account the interests of its stakeholders (including the Company's shareholders other than Purchaser, Parent or any affiliate thereof (such unaffiliated shareholders, from time to time, the "*Unaffiliated Shareholders*")), (b) approve the execution of the Transaction Framework Agreement by the Company and the performance by the Company of its obligations thereunder and (c) resolve, that the Company pursue the Transactions on the terms and subject to the provisions of the Transaction Framework Agreement. Following receipt of such recommendation, the Board (other than the directors who recused themselves from all deliberations and

decision-making of the Board regarding the Transactions, which was all directors other than those on the Independent Transaction Committee (the "*Recused Directors*")) reviewed the terms and conditions of the Transactions, including the terms and conditions of the Offer, and unanimously (a) determined that, on the terms and subject to the conditions set forth in the Transaction Framework Agreement, the Transactions are in the best interests of Allego and its business and promote the sustainable success and the sustainable long-term value creation of Allego's business, having taken into account the interests of its stakeholders (including the Unaffiliated Shareholders), (b) approved the execution of the Transaction Framework Agreement by Allego and the performance by Allego of its obligations thereunder and (c) resolved that Allego pursue the Transactions on the terms and subject to the provisions of the Transaction Framework Agreement.

A more complete description of the reasons that the Independent Transaction Committee and the Board (other than the Recused Directors) approved the Offer and decided to fully support and facilitate the transactions contemplated by the Transaction Framework Agreement is set forth in the Solicitation/Recommendation Statement on Schedule 14D-9 that the Company has filed with the SEC and is furnishing to shareholders in connection with the Offer (the "*Schedule 14D-9*").

Contemporaneously with the execution and delivery of the Transaction Framework Agreement, Purchaser entered into a letter agreement dated June 16, 2024 (the "*Non-tender Agreement*"), with AP Spartan Energy Holdings III, L.P., AP Spartan Energy Holdings III (PPW), LLC and AP Spartan Energy Holdings III (PIPE), LLC (collectively, the "*Apollo Fund*") pursuant to which the Apollo Fund agreed, among other things, not to tender any of the Shares beneficially owned by the Apollo Fund in the Offer. As of the date of this Offer to Purchase, the Apollo Fund owns, in the aggregate, 18,706,989 Shares, representing approximately 6.85% of the outstanding Shares.

Purchaser does not intend to initiate buy-out proceedings to acquire the Shares of any Unaffiliated Shareholder following the consummation of the Offer. Any holders of Shares that are not tendered in the Offer will remain investors in the delisted Company and will be entitled to certain protections and liquidity rights, as set forth in the Transaction Framework Agreement and described in this Offer to Purchase. As provided in the Transaction Framework Agreement, on June 14, 2024, the Meridiam Fund committed to make available to an affiliate of the Company an amount of approximately EUR 46 million in order to develop, operate and maintain charging sites in Germany (the "*Faolan Contribution*"), and the Meridiam Fund has further committed an additional amount of EUR 310 million of new equity-like capital to support the delivery of the Company's growth plan (the "*Meridiam Contribution*").

As soon as possible after the consummation of the Offer, the Company will effect the Delisting. As soon as possible after the Delisting, provided that the number of the Company's shareholders of record (as determined in accordance with Rule 12g5-1 under the Securities Exchange Act of 1934, as amended (together with the rules and regulations promulgated thereunder, the "*Exchange Act*")) is below 300, the Company will, as and to the extent permitted by applicable law, deregister the Shares under Section 12(b) under the Exchange Act (the "*Deregistration*" and, together with the Offer, the Faolan Contribution, the Meridiam Contribution and the Delisting, the "*Transactions*") and suspend its reporting obligations under Section 15(d) under the Exchange Act with the United States Securities and Exchange Commission (the "*SEC*"). The Offer is subject only to (i) the Transaction Framework Agreement not having been terminated in accordance with its terms and (ii) no order (whether temporary, preliminary or permanent) having been issued and no enactment (whether temporary, preliminary or permanent) having been made by any court, governmental or regulatory authority or governmental entity rendering illegal, enjoining or prohibiting the Transactions, including the Offer, unless Purchaser and/or the Meridiam Fund and their respective affiliates failed to take all actions required under the Transaction Framework Agreement to seek to avoid any such order or have such order lifted. The Transaction Framework Agreement does not contain a "no material adverse effect" condition or any condition related to receipt of any third party or regulatory consent or approval. **There is no minimum tender condition, no financing condition, no material adverse effect condition and no condition related to receipt of any third party or regulatory approvals to the Offer.**

According to the Company, as of the close of business on July 1, 2024, there were (i) 273,030,790 Shares issued and outstanding, (ii) no shares of preferred stock issued and outstanding, (iii) 37,246,375 Shares reserved for issuance pursuant to outstanding options, issued under the Company's long term incentive plan (iv) 2,658,426 Shares reserved for issuance pursuant to outstanding options, issued under the Company's management incentive plan and (v) RSUs outstanding relating to an aggregate of 1,740,756 Shares. As of the date of this Offer to Purchase, Purchaser owns 197,837,067 shares.

Please note that the Independent Transaction Committee and the Board (other than the Recused Directors) on behalf of the Company are supportive of the commencement of the Offer but, after careful consideration, including a thorough review of the terms and conditions of the Offer and the Transaction Framework Agreement, including the Post-Closing Rights (as defined below) and the Meridiam Contribution, and the fact that Purchaser has informed the Company that it does not intend to initiate buy-out proceedings to acquire the Shares of any Unaffiliated Shareholder that does not tender its Shares, the Independent Transaction Committee and the Board (other than the Recused Directors) on behalf of the Company determined to take no position and make no recommendation, and to express no opinion and to remain neutral, with respect to the Offer.

No meeting of the Company's shareholders is required to adopt the Transaction Framework Agreement or approve the Delisting, the Deregistration or any other action or item in connection with the Transactions.

This Offer to Purchase does not constitute a solicitation of proxies, and Purchaser is not soliciting proxies in connection with the Offer. If Purchaser consummates the Offer, the Company will promptly procure the Delisting, without the approval of its shareholders.

This Offer to Purchase and the Letter of Transmittal contain important information that should be read carefully before any decision is made with respect to the Offer.

SPECIAL FACTORS

Under the SEC's rules governing "going private" transactions, Purchaser is deemed to be an affiliate of the Company and, therefore, is required to disclose certain information and express its beliefs as to certain matters to the Company's "unaffiliated security holders," as defined under Rule 13e-3 of the Exchange Act. Purchaser is making the statements included in this "Special Factors" section solely for the purpose of complying with the requirements of Rule 13e-3 and related rules under the Exchange Act. References to "we," "us," "our," and similar references in this "Special Factors" section are to Purchaser.

1. Position of Purchaser Regarding the Fairness of the Transactions

The rules of the SEC require us to express our belief to shareholders of the Company (other than Purchaser, Parent or an affiliate thereof (such unaffiliated shareholders, the "*Unaffiliated Shareholders*")) as to the fairness of the Transactions.

We believe that the transactions contemplated by the Transaction Framework Agreement, including the Offer, and the Offer Consideration to be received by Unaffiliated Shareholders pursuant to the Offer, are fair to such Unaffiliated Shareholders. We base our belief on the following factors, each of which, in our judgment, supports our view as to the fairness of the Transactions:

- The terms and conditions of the Transaction Framework Agreement and the transactions contemplated thereby, including the (i) Offer, (ii) Delisting, (iii) Deregistration, (iv) Faolan Contribution and (v) Meridiam Contribution, were reviewed and negotiated by the Independent Transaction Committee, which the Board vested with the power to commence, manage and supervise a process to solicit and evaluate Purchaser's proposal and alternative business proposals aimed at furthering the sustainable success of the Company's business and creating long-term value for the Company's shareholders and other stakeholders. In view of the conflict of interest rules within the meaning of section 2:129, subsection 6 of the Dutch Civil Code ("*DCC*"), the Recused Directors recused themselves from the deliberations and decision-making of the Board regarding the Transactions, which resulted in only the Disinterested Directors, in their capacity as members of the Board voting to approve the Company's entry into the Transaction Framework Agreement.
- The Independent Transaction Committee recommended that the Board, among other things, (a) determine that, on the terms and subject to the conditions set forth in the Transaction Framework Agreement, the Transactions are in the best interest of the Company and its business and promote the sustainable success and the sustainable long-term value creation of the Company's business, having taken into account the interests of its stakeholders (including the Unaffiliated Shareholders), (b) approve the execution of the Transaction Framework Agreement by the Company and the performance by the Company of its obligations thereunder, and (c) resolve that the Company shall pursue the Transactions, on the terms of and subject to the provisions of the Transaction Framework Agreement.
- In connection with taking the foregoing actions, the Independent Transaction Committee selected and were advised by their own independent advisors, including Weil, Gotshal & Manges LLP and NautaDutilh N.V., their independent legal counsels, and UBS Securities LLC ("*UBS*"), their independent financial advisor. A copy of UBS's fairness opinion, dated June 16, 2024, which was rendered to the Independent Transaction Committee, is attached as Annex B to the Schedule 14D-9.
- As of June 14, 2024, the Offer Consideration represents a premium of approximately:
  - 131% to the closing price of the Shares on the NYSE of $0.74;
  - 97% to the 1-month volume-weighted average price of the Shares on the NYSE;
  - 29% to the 3-month volume-weighted average price of the Shares on the NYSE; and
  - 32% to the 6-month volume-weighted average price of the Shares on the NYSE.

- The negotiations between the Independent Transaction Committee and its legal and financial advisors, on the one hand, and us and our legal and financial advisors, on the other hand, resulted in an increase of approximately 21.4% over the initial proposed Offer Consideration of $1.40 per Share.
- The Offer is not subject to any financing or minimum tender condition.
- The Offer provides the Unaffiliated Shareholders with the certainty of receiving cash for their Shares now and not having to remain shareholders in an unlisted company that is not subject to the ongoing reporting requirements of the U.S. securities laws and the SEC.
- The other factors considered by the Independent Transaction Committee and the Board (other than the Recused Directors) in connection with its support of the Transactions, as more fully described in the Schedule 14D-9 under the captions "Item 4. THE SOLICITATION OR RECOMMENDATION—Recommendation of the Independent Transaction Committee and the Board" and "—Reasons for the Offer and the Transactions; Fairness of the Offer and the Transactions."
- The terms and conditions of the Transaction Framework Agreement, including the Offer Consideration, resulted fromarm's-length negotiations between the Independent Transaction Committee and Purchaser.
- No director of the Company affiliated with Purchaser participated in or had any influence on the deliberative process with respect to the conclusions reached by the Independent Transaction Committee and the Board.
- The Unaffiliated Shareholders will have sufficient time to decide whether or not to tender since the Offer will remain open for a minimum of 20 U.S. business days.
- In deciding whether to tender their Shares, the Unaffiliated Shareholders will have the opportunity to consider the Independent Transaction Committee and the Board's (other than the Recused Directors) positions on the Offer as well as the reasons therefor as more fully described in the Schedule 14D-9 under the captions "Item 4. THE SOLICITATION OR RECOMMENDATION— Recommendation of the Independent Transaction Committee and the Board" and "—Reasons for the Offer and the Transactions; Fairness of the Offer and the Transactions."
- The Transactions do not include any buy-out proceedings or other mandatory transfer of Shares by the Unaffiliated Shareholders but instead provide them with any opportunity to choose whether to liquidate part or all of their investment in the Company by tendering their Shares in the Offer or to remain invested in the Company and participate in its potential future growth following the consummation of the Offer.
- Pursuant to the Transaction Framework Agreement, Purchaser has committed to maintaining a Board composition that includes at least three Disinterested Directors, so long as there are holders of Shares that do not tender their Shares in the Offer (each, an "*Unaffiliated Private Shareholder*" and, collectively, the "*Unaffiliated Private Shareholders*" which definitions for the avoidance of doubt exclude Purchaser and its affiliates) (the "*Post-Closing Board Composition Rights*"). See "The Tender Offer—Section 12—The Transaction Framework Agreement; Other Agreements— *Board Composition.*"
- Pursuant to the Transaction Framework Agreement, Purchaser has further committed to, for 24 months after the Delisting, supporting the Company's current strategy, not making substantial changes to the Company's existing business plan, and supporting the Company and its subsidiaries in serving their existing customers, and has agreed that there will be no material redundancies with respect to the workforce of the Company and its subsidiaries as a direct consequence of the Transactions. Any deviations from these commitments require approval from the Board, including the affirmative vote of at least two Disinterested Directors (the "*Post-Closing Strategy Rights*"). See "The Tender Offer—Section 12—The Transaction Framework Agreement; Other Agreements—*Post-Delisting Strategy and Business Plan.*"

- The Unaffiliated Shareholders are offered an exit opportunity and immediate liquidity at a price that represents a premium to recent market prices for the Shares before the Delisting becomes effective, which they would not have if the Company were to effect a voluntary delisting without first engaging in the Offer given the limited liquidity and range of execution opportunities in the current trading market for the Shares.

- Pursuant to the Transaction Framework Agreement, Purchaser has provided protective and liquidity arrangements for Unaffiliated Private Shareholders including (a) priority tag along rights in the event Purchaser or any of its affiliates wish to directly or indirectly sell all or part of its Shares to a third party (in which case any Shares in respect of which Unaffiliated Private Shareholders have properly exercised their tag rights will be sold to such party for the same consideration and otherwise on terms and conditions no less favorable than those applicable to Purchaser or its affiliates (as applicable) prior to any Shares held by Purchaser or any of its affiliates in such transaction) (the "*Priority Tag Rights*"), (b) Purchaser assisting the Company with organizing an auction sales process for the Unaffiliated Private Shareholders to sell their Shares within 18 months following the Delisting on a best-efforts basis (and Purchaser will, upon request by a Disinterested Director), include a portion of its Shares, if needed, to ensure such process is for at least 5% of Allego's issued share capital) and (c) Purchaser or the Company initiating a liquidity event prior to December 31, 2027 on a best-efforts basis (collectively, the "*Post-Closing Liquidity Rights*"). "The Tender Offer—Section 12—The Transaction Framework Agreement; Other Agreements—*Post-Delisting Unaffiliated Private Shareholders Protective Arrangements"* and *"—Post-Delisting Unaffiliated Private Shareholders Liquidity Arrangements.*"

- The Transaction Framework Agreement provides that for so long as any Shares continue to be held by Unaffiliated Private Shareholders an affirmative vote of at least two Disinterested Directors (or the affirmative vote of one Disinterested Director if there is only one incumbent Disinterested Director at that time) is required for the Company or any subsidiary of the Company to take any of the following actions after the Closing: (i) issuing shares or rights to subscribe for shares without offering pro rata pre-emption rights to the Unaffiliated Private Shareholders, subject to certain exceptions; (ii) agreeing to or effecting any transaction with Purchaser or any of its affiliates, in each case, which is not on arm's length terms; and (iii) taking any other action that prejudices the interests of, or is disproportionately adverse to the Unaffiliated Private Shareholders (collectively, the "*Post-Closing Governance Rights*").

- The Transaction Framework Agreement also provides that if, prior to December 31, 2029, Purchaser or any of its affiliates sells or transfers, directly or indirectly, all or substantially all of its Shares, or all or substantially all of the assets of the Company and its subsidiaries to one or more unaffiliated third parties when any Unaffiliated Private Shareholders continue to hold Shares (other than in connection with a third party financing source enforcing a lien on Shares held by Purchaser or the relevant affiliate), then Purchaser shall ensure that either (I) the applicable acquirer commits to comply with, among other things, the Post-Closing Rights until the earlier of December 31, 2029 and the date on which no Unaffiliated Private Shareholders hold Shares or (II) the Priority Tag Rights shall be applied in connection with such transaction such that the applicable tag-along price shall provide a tagging Unaffiliated Private Shareholder with a minimum internal rate of return of 15% on US$1.70 per Share, calculated from the Closing Date (together with the Post-Closing Board Composition Rights, the Post-Closing Liquidity Rights, the Post-Closing Governance Rights and the Post-Closing Strategy Rights, the "*Post-Closing Rights*")

We also considered the following uncertainties, risks and potentially countervailing factors in our consideration of the fairness of the Transactions, including the Offer:

- Any shareholder who tenders all their Shares in the Offer would cease to participate in the future earnings or growth, if any, of the Company or benefit from increases, if any, in the value of the Company.

- Neither the Offer nor the Delisting or Deregistration is conditioned on the tender by or affirmative vote of a majority of the Unaffiliated Shareholders or any approval at a general meeting of the Company.
- The receipt of cash for Shares pursuant to the Offer generally will be a taxable transaction for the selling shareholders.
- Purchaser's current ownership of approximately 73.0% of the Shares will likely preclude competing offers from third parties.
- Shareholders may view the limited trading volume in the market for the Shares as impairing the degree to which market prices for the Shares provide a reliable valuation reference point.
- Certain shareholders may not have the authority to maintain ownership of equity securities that are not publicly listed.
- Certain directors and officers of the Company have actual or potential conflicts of interest in connection with the Offer. See "Special Factors —Section 2—Interests of Certain Persons in the Offer and Delisting".

We did not find it practicable to assign, nor did we assign, relative weights to the individual factors considered in reaching our conclusion as to fairness. Our financial advisor, Morgan Stanley & Co. International plc ("*Morgan Stanley*"), was not asked to and has not delivered a fairness opinion to the Board of Directors of Parent or to any other affiliate of Parent or any other person in connection with the Offer, including Purchaser.

In reaching our conclusion as to fairness, we did not consider the liquidation value or net book value of the Company. The liquidation value was not considered because the Company is a viable going concern and we have no plans to liquidate the Company. Therefore, we believe that the liquidation value of the Company is irrelevant to a determination as to whether the Offer is fair to unaffiliated security holders. Further, we did not consider net book value, which is an accounting concept, as a factor because we believe that net book value is not a reliable indicator of the value of the Company as a going concern but rather is indicative of historical costs. The Company's net book value per Share as of December 31, 2023 was US$(0.33) based on 271,010,790 Shares issued and outstanding as of that date.

We did not consider any third-party offers in reaching our conclusion as to fairness and are not aware of any firm offers to acquire the Company having been made by any third party during the past two years. In any event, we have no intention of selling any of the Shares we own.

The foregoing discussion of the information and factors considered and given weight by us is not intended to be exhaustive and is not presented in any relative order of importance, but includes the factors considered by us that we believe to be material. Our view as to the fairness of the transaction to the Unaffiliated Shareholders should not be construed as a recommendation to any shareholder as to whether that shareholder should tender Shares in the Offer.

2. Interests of Certain Persons in the Offer and Delisting

Financial Interests.

Our financial interests and Parent's financial interests in the Offer are different from those of Unaffiliated Shareholders being provided with the opportunity to sell their Shares. While we believe that the Offer Consideration is fair to the Unaffiliated Shareholders, we have an interest in acquiring the Shares as inexpensively as possible in the Offer and the Unaffiliated Shareholders being provided with the opportunity to sell their Shares have an interest in selling their Shares for the highest possible prices.

In addition, while we welcome Unaffiliated Shareholders to remain invested in the Company, if any Unaffiliated Shareholder sells all of their Shares in the Offer, such Unaffiliated Shareholder will cease to have any interest in

the Company and will not have the opportunity to participate in the future earnings or growth, if any, of the Company. On the other hand, we will benefit from any future increase in the value of the Company, as well as bear the burden of any future decrease in the value of the Company.

Executive Officers and Directors of the Company.

The Unaffiliated Shareholders being asked to tender their Shares should be aware that the executive officers and certain directors of the Company have interests in connection with the Offer and the Delisting that present them with actual or potential conflicts of interest. A description of these interests is included in the Schedule 14D-9 under the caption "Item 3. PAST CONTACTS, TRANSACTIONS, NEGOTIATIONS AND AGREEMENTS—Arrangements with the Company's Directors and Executive Officers," which description and information are incorporated herein by reference.

Conflicts of Interest.

In considering the fairness of the consideration to be received in the Offer, shareholders should be aware that Parent and Purchaser have certain current actual or potential conflicts of interest in connection with the Offer, the Deregistration and the Delisting. As of the date of this Offer to Purchase, Purchaser is the majority shareholder of the Company, owning approximately 72.5% of the outstanding Shares and having the right to direct the voting of an additional approximately 15.1% of the outstanding Shares, which Shares are held by E8 Partenaires, a French *société par actions simplifée* ("*E8*"), pursuant to an irrevocable voting power of attorney granted by E8. Purchaser, and Parent indirectly through Purchaser, control all matters requiring shareholder approval, including the election of directors. Upon the consummation of the Offer, our ownership percentage of outstanding Shares will further increase.

In addition, certain of Parent's executive officers and directors are also directors of the Company, as further described in the Schedule14D-9, and a majority of the directors on the Board are either designated by Parent or hold an advisory board position at one of Parent's funds. We note that the Independent Transaction Committee recommended and the Board (other than the Recused Directors) unanimously approved the Transaction Framework Agreement and determined that they are supportive of the commencement of the Offer but, after careful consideration, including a thorough review of the terms and conditions of the Offer and the Transaction Framework Agreement, including the Post-Closing Rights and the Meridiam Contribution (as defined below), and the fact that Purchaser has informed the Company that it does not intend to initiate buy-out proceedings to acquire the Shares of any Unaffiliated Shareholder that does not tender its Shares, the Independent Transaction Committee and the Board (other than the Recused Directors) on behalf of the Company determined to take no position and make no recommendation, and to express no opinion and to remain neutral, with respect to the Offer. The Independent Transaction Committee and the Board (other than the Recused Directors) have determined that the decision of the Company's shareholders regarding whether or not to tender their Shares in the Offer or to remain invested in the Company following the Closing and the Delisting and Deregistration is a personal investment decision based upon each such individual shareholder's particular circumstances.

3. Transactions and Arrangements Concerning the Shares

Except as set forth elsewhere in this Offer to Purchase or Schedule I to this Offer to Purchase: (i) none of Purchaser, Parent or, to Purchaser's and Parent's knowledge, the persons listed in Schedule I to this Offer to Purchase or any associate or majority owned subsidiary of Parent, Purchaser or of any of the persons so listed, beneficially owns or has a right to acquire any Shares or any other equity securities of the Company; (ii) none of Purchaser, Parent or, to Purchaser's and Parent's knowledge, the persons or entities referred to in clause (i) above has effected any transaction in the Shares or any other equity securities of the Company during the past 60 days; (iii) none of Purchaser, Parent or, to Purchaser's and Parent's knowledge, the persons listed in Schedule I to this Offer to Purchase, has any contract, arrangement, understanding or relationship with any other person with respect to any securities of the Company (including, but not limited to, any contract, arrangement, understanding

or relationship concerning the transfer or the voting of any such securities, joint ventures, loan or option arrangements, puts or calls, guaranties of loans, guaranties against loss or the giving or withholding of proxies, consents or authorizations); (iv) during the two years before the date of this Offer to Purchase, there have been no transactions between Purchaser, Parent, their respective subsidiaries or, to Purchaser's and Parent's knowledge, any of the persons listed in Schedule I to this Offer to Purchase, on the one hand, and the Company or any of its executive officers, directors or affiliates, on the other hand, that would require reporting under SEC rules and regulations; (v) during the two years before the date of this Offer to Purchase, there have been no contacts, negotiations or transactions between Purchaser, Parent, their respective subsidiaries or, to Purchaser's and Parent's knowledge, any of the persons listed in Schedule I to this Offer to Purchase, on the one hand, and the Company or any of its subsidiaries or affiliates, on the other hand, concerning a merger, consolidation or acquisition, a tender offer or other acquisition of securities, an election of directors or a sale or other transfer of a material amount of assets; (vi) none of Purchaser, Parent or, to Purchaser's and Parent's knowledge, the persons listed in Schedule I to this Offer to Purchase, has been convicted in a criminal proceeding during the past five years (excluding traffic violations or similar misdemeanors); (vii) none of the persons listed on Schedule I of this Offer to Purchase has made a recommendation either in support of or opposed to the Offer, the Delisting or Deregistration and (viii) none of Purchaser, Parent or, to Purchaser's and Parent's knowledge, the persons listed in Schedule I to this Offer to Purchase, has been a party to any judicial or administrative proceeding during the past five years that resulted in a judgment, decree or final order enjoining that person from future violations of, or prohibiting activities subject to, federal or state securities laws or a finding of any violation of federal or state securities laws.

For additional information on related party transactions and arrangements, see "Special Factors—Section 4—Related Party Transactions" below.

Each executive officer, director and affiliate (excluding Purchaser, Parent and their respective affiliates) of the Company currently intends not to tender any Shares held of record or beneficially owned by such person or entity in the Offer. However, there are no agreements requiring such persons to do so.

4. Related Party Transactions

Prior Investments.

Upon the closing of the Company's de-SPAC transaction on March 16, 2022 (the "*de-SPAC Transaction*"), 197,837,067 Shares were issued to Purchaser. Pursuant to an Irrevocable Power of Attorney and Prior Consent Agreement entered into on April 14, 2021, and amended on March 28, 2022, by and between E8 and Purchaser ("*E8 POA*"), Purchaser obtained the right to direct voting over 41,097,994 Shares directly held by E8 and Purchaser has shared dispositive power over 13,292,132 of such shares. Furthermore, in accordance with the E8 POA, E8 has agreed not to transfer more than 13,292,132 Shares held by it before September 30, 2026, without the prior written consent of Purchaser or Parent.

As of the date of this Offer to Purchase, Purchaser owns approximately 72.5% of the outstanding Shares and has the right to direct the voting of an additional approximately 15.1% of the outstanding Shares held by E8.

De-SPAC Transaction Registration Rights Agreement.

In connection with the closing of the de-SPAC Transaction, the Company, Purchaser, E8, Spartan Acquisition Sponsor III LLC ("*Spartan*"), and certain other holders of Shares (collectively, the "*Reg Rights Holders*") entered into a Registration Rights Agreement on March 16, 2022 (the "*Registration Rights Agreement*"). Pursuant to the Registration Rights Agreement, among other things, the Company agreed that, within 15 business days following the de-SPAC Transaction, it would file a shelf registration statement to register the resale of certain securities held by the Reg Rights Holders. The Registration Rights Agreement also provides that in certain circumstances, Reg Rights Holders that hold Shares having an aggregate value of at least $50 million can demand up to three

underwritten offerings. Purchaser also has certain demand registration rights. Each of the Reg Rights Holders are also entitled to customary piggyback registration rights, subject to certain exceptions, in such case of demand offerings by Purchaser. In addition, under certain circumstances, Purchaser may demand up to three underwritten offerings.

Voltalis

Upon completion of the acquisition of Modélisation, Mesures et Applications S.A., a service provider for the Company and its subsidaires' EV Cloud platform, Voltalis S.A. ("*Voltalis*"), a private company that provides distributed demand response products which enable households to achieve energy savings, became a related party of the Company and its subsidiaries through its relationship with Parent. Allego's Chief Technology Officer, Alexis Galley is the Chairman of Voltalis. Voltalis is considered to be an investment in an associate of Parent. Details of the transactions during the year have been disclosed in Note 36 (Related-party transactions) to the consolidated financial statements in the Company's annual report on Form 20-F for the fiscal year ended December 31, 2023 ("*Allego 2023 Annual Report*").

The information in "Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions—*Voltalis*" included in Allego 2023 Annual Report is incorporated by reference into this Schedule TO. See "The Tender Offer—Section 7—Certain Information Concerning Allego" for a description of how to obtain a copy of the Allego 2023 Annual Report.

EV Cars

EV Cars is a related party under common control of Meridiam EM SAS. On June 28, 2021, Company and/or its subsidiaries entered into a contract with EV Cars for the design, construction, installation and operation and maintenance of charging stations. Details of the transactions during the year 2023 have been disclosed in Note 36 (Related-party transactions) to the consolidated financial statements included in Allego 2023 Annual Report.

The information in "Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions—*EV Cars*" included in Allego 2023 Annual Report is incorporated by reference into this Schedule TO. See "The Tender Offer—Section 7—Certain Information Concerning Allego" for a description of how to obtain a copy of the Allego 2023 Annual Report.

Faolan Project and Faolan Contribution.

A development agreement and operation and maintenance agreement was entered into between Allego GmbH and a special purpose vehicle of the Meridiam Fund for the design, construction, installation and operation and maintenance of charging stations in relation to Project Faolan. These agreements will be transferred by the special purpose vehicle of the Meridiam Fund to Meridiam Faolan EV Cars GmbH Co. KG. Meridiam Faolan EV Cars GmbH Co. KG. is a related party under common control of Parent. The transfer was effectuated on June 27, 2024.

See "The Tender Offer—Section 12—The Transaction Framework Agreement; Other Agreements—*Faolan Project and Faolan Contribution*."

Transactions with Certain Directors and Officers of the Company.

Certain directors of Allego, Jane Garvey, Julia Prescot, Thierry Déau and Matthieu Muzumdar are employed by Parent and do not receive compensation from the Company for serving as directors on the Board.

Thierry Deau, as the founding CEO of Parent, receives compensation from Parent and its affiliates. This compensation comprises a fixed annual salary and a variable bonus, which is determined by the remuneration

committee of Parent based on the achievement of annual objectives. As a regulated fund manager, Parent offers its executive officers, including Thierry Deau, access to carried interests in all the funds it manages. Typically, the carried interest requires an investment of up to 1% of the fund's size. Distributions, either in cash or shares, become available between years 12 to 15 of the funds, contingent upon the funds' performance. Additionally, as an indirect shareholder in Parent, Thierry Deau occasionally receives dividends, which are contingent on Parent's annual results and are distributed following a decision by the general meeting of Parent.

Matthieu Muzumdar, as deputy CEO of Parent, receives compensation from Parent and its affiliates. This compensation comprises a fixed annual salary and a variable bonus, which is determined by the remuneration committee of Parent based on the achievement of annual objectives. As a regulated fund manager, Parent offers its executive officers, including Matthieu Muzumdar, access to carried interests in all the funds it manages. Typically, the carried interest requires an investment of up to 1% of the fund's size. Distributions, either in cash or shares, become available between years 12 to 15 of the funds, contingent upon the funds' performance. Additionally, as an indirect shareholder in Parent, Matthieu Muzumdar occasionally receives dividends, which are contingent on Parent's annual results and are distributed following a decision by the general meeting of Parent.

Jane Garvey, as North America chair of the affiliate of Parent, receives compensation from such affiliate in the form of a fixed annual salary and a variable bonus which is determined by the remuneration committee of Parent based on the achievement of annual objectives. As a regulated fund manager, Parent and its affiliate offer and have offered access to carried interests in the US funds they manage to Jane Garvey. Typically, the carried interest requires an investment of up to 1% of the fund's size. Distributions, either in cash or shares, become available between years 12 to 15 of the funds, contingent upon the funds' performance.

Julia Prescot, as former CSO of Parent, received compensation from Parent and its affiliates until her retirement in June 2023 in the form of a fixed annual salary and a variable bonus which is determined by the remuneration committee of Parent based on the achievement of annual objectives. Until June 2023, Parent, as a regulated fund manager, offered Julia Prescot access to carried interests in all the funds it manages. Typically, the carried interest requires an investment of up to 1% of the fund's size. Distributions, either in cash or shares, become available between years 12 to 15 of the funds, contingent upon the funds' performance. Additionally, as an indirect shareholder in Parent until her retirement in June 2023, Julia Prescot received occasionally dividends, which were contingent on Parent's annual results and were distributed following a decision by the general meeting of Parent. Julia Prescot sold her shares in Parent when she retired in June 2023. Since June 2023, Julia Prescot and Parent has entered into an advisory contract to compensate for her participation at investment committees of Parent.

Thomas Maier receives an annual compensation from Parent for his participation to a regional advisory board for one of the funds managed by Parent.

The information in "Item 6. Directors, Senior Management and Employees—B. Compensation" and "Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions—Remuneration Arrangements with the Board and Senior Management" included in the Allego 2023 Annual Report is incorporated by reference into this Schedule TO. See "The Tender Offer—Section 7—Certain Information Concerning Allego" for a description of how to obtain a copy of the Allego 2023 Annual Report.

Indemnification and Insurance

The Company's directors and officers are entitled to, under the Company's corporate governance documents and officers' and directors' liability insurance policies currently in effect, continued indemnification, advancement of expenses and director and officer insurance coverage.

Indemnification Agreements

The Company has entered into indemnification agreements with its executive officers and directors. These agreements require the Company to indemnify these individuals to the fullest extent permitted by Dutch law against liabilities that may arise by reason of their service to the Company, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors or executive officers, the Company has been informed that in the opinion of the SEC such indemnification is against public policy and is therefore unenforceable.

Insurance

Pursuant to the Transaction Framework Agreement, prior and subject to the Delisting, the Company will obtain a directors' and officers' insurance tail policy in line with market practice (including coverage for claims from Unaffiliated Private Shareholders) that is to be maintained for the benefit of the members of the Board on the Closing Date providing for coverage for conduct up to and including completion of the Transactions, and allowing for notice of claims and circumstances for a period of at least six years thereafter, and which policy in all other respects provides terms at least as favorable as the Company's insurance policy in force as at the date of the Transaction Framework Agreement.

5. Rule 13e-3

Because Purchaser is an affiliate of the Company, the Transactions constitute a "going private" transaction under Rule13e-3 under the Exchange Act. Rule 13e-3 requires, among other things, that certain financial information concerning the Company and certain information relating to the fairness of the Offer, any subsequent plan of the delisting of the Shares from the NYSE following the consummation of the Offer and the consideration offered to Unaffiliated Shareholders be filed with the SEC and disclosed to Unaffiliated Shareholders prior to consummation of the Offer and the Delisting. Purchaser has provided such information in this Offer to Purchase and a Tender Offer Statement on Schedule TO and the exhibits thereto filed with the SEC pursuant to Rule 14d-3 under the Exchange Act. As soon as possible after the number of holders of record of Shares is less than 300, the Company will file a Form 15 to terminate its obligation to file reports pursuant to Section 15(d) of the Exchange Act.

For a description of certain contacts between the Company and Purchaser and its affiliates that are related to the Offer, please see "The Tender Offer—Section 10—Background of the Offer; Contacts with Allego." Further, please see "The Tender Offer—Section 11—Purpose of the Offer; Plans for Allego" and "The Tender Offer—Section 13—Possible Effects of the Offer; No Shareholder Approval; No Appraisal Rights" for a description of (i) the purpose of the Offer, (ii) our plans for the Company, (iii) why we do not anticipate seeking the approval of the Unaffiliated Shareholders and (iv) the unavailability of appraisal rights in connection with the Offer.

6. Conduct of Allego's Business if the Offer is not Consummated

If the Offer is not consummated, we will re-evaluate our options with respect to the Company. In particular, we may, among other things:

- not take any action at that time, including not purchasing any additional Shares; and/or
- make a new tender offer or propose an alternative transaction involving the Company or the Shares.

If we were to pursue either of these (or other) alternatives, it might take considerably longer for the Unaffiliated Shareholders to receive any consideration for their Shares (other than through sales in the open market) than if they had tendered their Shares in the Offer. No assurance can be given that any of such alternatives will be pursued or as to the price per Share that may be paid in any such future acquisition of Shares or the effect any such actions could have on trading price of the Shares.

7. Support by the Board of Directors of Allego

The Independent Transaction Committee was in charge of reviewing, evaluating, negotiating and deciding whether to recommend entry into the Transaction Framework Agreement and the consummation of the Transactions.

The Company has confirmed to us in the Transaction Framework Agreement that the Independent Transaction Committee recommended that the Board, among other things,

- determine that, on the terms and subject to the conditions set forth in the Transaction Framework Agreement, the Transactions are in the best interests of the Company and its business and promote the sustainable success and the sustainable long-term value creation of the Company's business, having taken into account the interests of its stakeholders (including the Unaffiliated Shareholders),
- approve the execution of the Transaction Framework Agreement by the Company and the performance by the Company of its obligations thereunder, and
- resolve to pursue the Transactions on the terms of and subject to the provisions of the Transaction Framework Agreement (collectively the "*Company Support*").

In view of the conflict of interest rules within the meaning of section 2:129, subsection 6 of the Dutch Civil Code ("*DCC*"), the Recused Directors recused themselves from all deliberations and decision-making of the Board regarding the Transactions, in each case due to actual or potential conflicts as further explained in "The Tender Offer—Section 10—Background of the Offer; Contacts with Allego" and the section under the heading *"Background of the Offer and the Transactions*" of the Schedule 14D-9. As a result the Disinterested Directors voted to approve the Company's entry into the Transaction Framework Agreement.

While the Independent Transaction Committee and the Board (other than the Recused Directors), on behalf of the Company, are supportive of the commencement of the Offer, after careful consideration, including a thorough review of the terms and conditions of the Offer and the Transaction Framework Agreement, including the Post-Closing Rights and the Meridiam Contribution, and the fact that Purchaser has informed the Company that it does not intend to initiate buy-out proceedings to acquire the Shares of any Unaffiliated Shareholder that does not tender its Shares, the Independent Transaction Committee and the Board (other than the Recused Directors) on behalf of the Company determined to take no position and make no recommendation, and to express no opinion and to remain neutral, with respect to the Offer.

8. Materials Prepared by the Parent's Financial Advisors

In connection with the Transactions, Purchaser engaged Morgan Stanley as its financial advisor. Purchaser selected Morgan Stanley to act as its financial advisor based on its qualifications, reputation as an internationally recognized investment banking firm and substantial experience with respect to transactions similar to the Transactions. In connection with Morgan Stanley's engagement, Morgan Stanley provided to representatives of Purchaser, for discussion purposes only, discussion materials dated March 27, 2024 (the "*March 27 Presentation*"). A Copy of the March 27 Presentation has been filed as an exhibit to the Schedule TO filed with the SEC in connection with the Offer and is incorporated herein by reference.

The March 27 Presentation was prepared by Morgan Stanley for the purpose of assisting Purchaser in assessing certain financial implications of the Transactions. These analyses do not purport to be appraisals or to reflect the prices at which the Shares may actually trade. Purchaser did not request, and Morgan Stanley did not provide to Purchaser or the Company, any opinion as to the fairness of the Offer Consideration to Purchaser, the Company or their respective shareholders.

In connection with preparing the March 27 Presentation, Morgan Stanley, among other things:

- reviewed certain publicly available financial statements and other business and financial information of the Company;
- reviewed the reported prices and trading activity for the Shares;
- compared the financial performance of the Company and the prices and trading activity of the Shares with that of certain other comparable publicly-traded companies and their securities;
- reviewed the financial terms, to the extent publicly available, of comparable precedent transactions; and
- considered such other factors and performed such other analyses as Morgan Stanley deemed appropriate.

In preparing the March 27 Presentation, Morgan Stanley assumed and relied upon, without independent verification, the accuracy and completeness of the information that was publicly available or supplied or otherwise made available to Morgan Stanley. Morgan Stanley assumed that, in connection with the receipt of all the necessary governmental, regulatory or other approvals and consents required for the proposed Transactions, if any, no delays, limitations, conditions or restrictions will be imposed that would have a material adverse effect on the contemplated benefits expected to be derived in the proposed Transactions. Morgan Stanley is not a legal, tax or regulatory advisor. Morgan Stanley is a financial advisor only and relied upon, without independent verification, the assessment of Purchaser and its legal, tax or regulatory advisors with respect to legal, tax or regulatory matters. The March 27 Presentation does not address the relative merits of the Transactions as compared to any other alternative business transaction, or other alternatives, or whether or not such alternatives could be achieved or are available. Morgan Stanley did not make any independent valuation or appraisal of the assets or liabilities of the Company, nor was Morgan Stanley furnished with any such valuations or appraisals. The March 27 Presentation was necessarily based on financial, economic, market and other conditions as in effect on, and the information made available to Morgan Stanley as of, the date of the March 27 Presentation.

Summary of the March 27 Presentation

The following description of the March 27 Presentation is qualified in its entirety by reference to the March 27 Presentation included as Exhibit (c)(1) to the Schedule TO filed with the SEC in connection with the Offer and is incorporated herein by reference. Such description does not purport to be complete. The Company's shareholders are encouraged to read carefully the March 27 Presentation in its entirety.

The March 27 Presentation included information covering, among other things, a comparison of (a) the market capitalization values, (b) the asset values, (c) the premia over the spot price of the Shares as of March 22, 2024, (d) the premia over the volume weighted average price ("*VWAP*") of the Shares over the three-month trading period, six-month trading period and twelve-month trading period, in each case, ended March 22, 2024, (e) the premia over the highest trading price of the Shares over the six-month and twelve-month trading periods ended March 22, 2024 and (f) the amount of capital required for acquisitions of 5%, 12%, 15% and 22% of the outstanding Shares, in each case implied by a range of illustrative prices of the Shares. The March 27 Presentation also provided a comparative overview of the total asset value of the Company, total equity value of the Company, and premium (or discount) to then-current trading price of the Shares implied by each of the following: (i) the highest and lowest trading prices of the Shares over the previous 52-week period and the three-month VWAP, thesix-month VWAP and the twelve-month VWAP, in each case, ended March 22, 2024, of the Shares, (ii) published analysts' price targets for the Shares, (iii) the implied ratios of asset value to 2024 estimated revenues for the common shares of three selected comparable companies, being ChargePoint, Inc., EVgo, Inc. and Fastned B.V., (iv) the implied ratio of asset value over the NTM revenues of a comparable transaction (Shell's acquisition of Volta), and (v) the intrinsic value of the Shares based on a discounted dividend model and a discounted cash flow model, in each case, based on Purchaser's forecasts of the Company's future operational and financial performance and assuming no equity injection.

Miscellaneous

In connection with the consideration by Purchaser of the Transactions, Morgan Stanley performed a variety of financial and comparative analyses. The performance of these analyses is a complex process and is not necessarily susceptible to partial analysis or summary description. Furthermore, Morgan Stanley believes that the summary provided and the analyses described above must be considered as a whole and that selecting any portion of its analyses, without considering all analyses, would create an incomplete view of the process underlying its analyses. In addition, Morgan Stanley, and/or Purchaser may have given various analyses and factors more or less weight than other analyses and factors, and may have deemed various assumptions more or less probable than other assumptions.

The Offer Consideration to be received by the Unaffiliated Shareholders in the Offer was determined through arm's-length negotiations between the Disinterested Directors and Purchaser. Morgan Stanley provided advice to Purchaser during these negotiations but did not, however, recommend any specific consideration to Purchaser or the Company, nor did Morgan Stanley opine that any specific consideration constituted the only appropriate consideration for the Offer. The financial analyses performed by Morgan Stanley do not constitute, and should not be viewed as, a recommendation with respect to any matter pertaining to the Offer, including whether any shareholder of the Company should tender Shares into the Offer or take any other action in connection with the Offer.

Morgan Stanley is a global financial services firm engaged in the securities, investment management and individual wealth management businesses. Its securities business is engaged in securities underwriting, trading and brokerage activities, foreign exchange, commodities and derivatives trading, prime brokerage, as well as providing investment banking, financing and financial advisory services. Morgan Stanley, its affiliates, directors and officers may at any time invest on a principal basis or manage funds that invest, hold long or short positions, finance positions, and may trade or otherwise structure and effect transactions, for their own account or the accounts of their customers, in debt or equity securities or loans of the Company, Purchaser and their respective affiliates, or any other company, or any currency or commodity, that may be involved in the Transactions, or any related derivative instrument.

Under the terms of its engagement letter, Purchaser agreed to pay Morgan Stanley a fee of EUR4,500,000 for its services in connection with the Transactions.

In the two years prior to the date hereof, Morgan Stanley and its affiliates have not received any fees from the Company, Purchaser or their respective affiliates for any financial advisory or financing services. Morgan Stanley and its affiliates may in the future also seek to provide other financial advisory and financing services to the Company, Purchaser or their respective affiliates, and would expect to receive fees for the rendering of these services.

A copy of the March 27 Presentation is available for inspection and copying at our principal executive offices located at Zuidplein 126, WTC Toren H, Floor 15, 1077 XV Amsterdam, the Netherlands, during regular business hours by any shareholder or shareholder representative who has been so designated in writing, and will be provided to any such shareholders or representative upon written request at the expense of the requesting party. If you are interested in obtaining a copy of the March 27 Presentation, please contact the Information Agent.

THE TENDER OFFER

1. Terms of the Offer.

On the terms of and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of such extension or amendment), we will (a) at or as promptly as practicable following the Expiration Time, accept for payment (the time of acceptance for payment, the "*Acceptance Time"*) and (b) at or as promptly as practicable following the Acceptance Time, promptly pay for all Shares validly tendered and not properly withdrawn pursuant to the Offer (as permitted under "The Tender Offer—Section 4—Withdrawal Rights") as of the Acceptance Time. "Expiration Time" means one minute after 11:59 p.m., New York City Time, at the end of the day on July 31, 2024, unless extended or earlier terminated, in which event "Expiration Time" means the latest time and date at which the Offer, as so extended, expires. No "subsequent offering period" in accordance with Rule 14d-11 of the Exchange Act will be available.

Pursuant to the Transaction Framework Agreement, the obligation of Purchaser to purchase the Shares tendered in the Offer is subject only to the conditions that (a) the Transaction Framework Agreement has not been terminated in accordance with its terms and (b) no order (whether temporary, preliminary or permanent) has been issued and no enactment (whether temporary, preliminary or permanent) has been made by any court, governmental or regulatory authority or governmental entity rendering illegal, enjoining or prohibiting the transactions contemplated by the Transaction Framework Agreement, including the Offer, unless Purchaser, the Meridiam Fund or their respective affiliates failed to take all actions required under the Transaction Framework Agreement to seek to avoid any such order or have such order lifted (collectively, the "*Offer Conditions*"). **There is no minimum tender condition, no financing condition, no material adverse effect condition and no condition related to receipt of any third party or regulatory approvals to the Offer.** Subject to our rights to terminate the Transaction Framework Agreement in accordance with its terms and applicable law, we may extend the Offer to such other date and time as may be agreed in writing by Purchaser and the Company. In addition, the Transaction Framework Agreement provides that Purchaser may, or is required to, extend the Offer in certain circumstances:

- Purchaser will extend the Offer for any period required by any rule, regulation, interpretation or position of the SEC, the staff thereof (including in connection with the SEC's continuing review of the filings, including the Schedule TO, the Schedule 13E-3 or the Schedule 14D-9), or the NYSE, applicable to the Offer or as may be required by any other court, authority or governmental entity*provided that*, Purchaser will not be required to extend the Offer beyond October 1, 2024;
- If, at the initial Expiration Time or any subsequent time as of which the Offer is scheduled to expire, any condition to the Offer has not been satisfied or waived (to the extent such waiver is permitted by applicable Laws), Purchaser may extend the Offer for one or more consecutive increments of not more than ten business days per extension (with each such period to end at one minute after 11:59 p.m. (New York City time) on the last business day of such period) (or such other duration as may be agreed in writing by Purchaser and the Company) until all of the conditions to the Offer have been satisfied or waived (to the extent such waiver is permitted by applicable laws); and
- Purchaser may extend the Offer to such other date and time as may be agreed in writing by Purchaser and the Company.

If we extend the Offer, such extension will extend the time that you will have to tender (or withdraw) your Shares.

Subject to the applicable rules and regulations of the SEC, we also reserve the right at any time to, in our sole discretion, waive, in whole or in part, any of the conditions to the Offer and to make any change in the terms of or conditions to the Offer that is not inconsistent with the Transaction Framework Agreement, *provided that*, the Company's prior written consent is required for us to: (i) decrease the Offer Consideration except as otherwise expressly permitted by the Transaction Framework Agreement in the event that during the period between the

date of the Transaction Framework Agreement and the consummation of the Offer, any dividend or distribution is declared, made or paid or the number of outstanding Shares is changed into a different number as a result of a conversion, stock split, stock dividend or distribution, or other similar transaction; (ii) change the form of the Offer Consideration; (iii) decrease the number of Shares sought under the Offer; (iv) impose additional conditions to the Offer; (v) amend, modify or supplement any of the conditions to the Offer or terms of the Offer in a manner adverse, or reasonably expected to be adverse, to any Unaffiliated Shareholders; or (vi) terminate the Offer or accelerate, extend or otherwise change the Expiration Time, in each case, except as otherwise provided in the Transaction Framework Agreement.

Any extension of the Offer will be followed by a public announcement of the extension no later than 9:00 a.m., New York City time, on the next business day after the day on which the Offer was otherwise scheduled to expire, which notice will also include the approximate number and percentage of Shares validly tendered and not properly withdrawn as of such date. Without limiting the manner in which we may choose to make any public announcement, we currently intend to make announcements regarding the Offer by issuing a press release and making an appropriate filing with the SEC.

If we extend the Offer, are delayed in the acceptance for payment of or payment (whether before or after the Acceptance Time) for Shares, or are unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to its rights under the Offer and the Transaction Framework Agreement, the Depositary may retain tendered Shares on our behalf, and such Shares may not be withdrawn except to the extent that tendering shareholders are entitled to withdrawal rights as described in this Offer to Purchase under "The Tender Offer—Section 4—Withdrawal Rights." However, our ability to delay the payment for Shares that we have accepted for payment is limited by Rule 14e-1(c) under the Exchange Act, which requires us to promptly pay the consideration offered or return the securities deposited by or on behalf of shareholders promptly after the termination or withdrawal of the Offer.

If, subject to the terms of the Transaction Framework Agreement, we make a material change to the terms of the Offer or the information concerning the Offer, or if we waive a material condition of the Offer, we will disseminate additional tender offer materials and extend the Offer if and to the extent required by Rules 14d-4(d)(1), 14d-6(c), and 14e-1 under the Exchange Act. The minimum period during which an offer must remain open following material changes in the terms of the Offer or information concerning the Offer, other than a change in price or a change in percentage of securities sought, will depend upon the facts and circumstances, including the relative materiality of the terms or information changes. We understand that, in the SEC's view, an offer should remain open for a minimum of five business days from the date a material change is first published, sent, or given to shareholders, and with respect to a change in price or a change in percentage of securities sought, a minimum of ten business days is generally required to allow for adequate dissemination to shareholders and investor response.

If, on or before the Expiration Time, we increase the consideration being paid for Shares accepted for payment in the Offer, such increased consideration will be paid to all shareholders whose Shares are purchased in the Offer, whether or not such Shares were tendered before the announcement of the increase in consideration.

We will announce the results of the Offer, including the approximate number and percentage of Shares deposited to date, no later than 9:00 a.m., New York City time, on the next business day after the day on which the Offer was otherwise scheduled to expire. The Transaction Framework Agreement does not contemplate a subsequent offering period for the Offer.

Under no circumstance will interest be paid on the Offer Consideration in connection with the Offer, regardless of any extension of the Offer or any delay in making payment for Shares.

We expressly reserve the right, in our sole discretion, subject to the terms and conditions of the Transaction Framework Agreement and the applicable rules and regulations of the SEC, not to accept for payment any Shares

if, at the Expiration Time, any of the conditions to the Offer have not been satisfied. See "The Tender Offer—Section 15—Certain Conditions of the Offer." Under certain circumstances, we may terminate the Transaction Framework Agreement and we may terminate the Offer. Without limiting the generality of the foregoing, if the Transaction Framework Agreement is validly terminated pursuant to its terms, we will promptly (and in any event within twenty-four hours following such termination), terminate the Offer and not acquire any Shares pursuant to the Offer. If the Offer is terminated by Purchaser prior to the Acceptance Time, we will promptly (and in any event within two business days of such termination) return and will cause the Depository acting on our behalf to return, in accordance with applicable law, all Shares so tendered to the registered holders thereof.

The Company has provided us with its shareholder list, security position listings and certain other information regarding the beneficial owners of Shares for the purpose of disseminating this Offer to Purchase, the related Letter of Transmittal and other related materials to shareholders of the Company. This Offer to Purchase and the Letter of Transmittal, together with the Schedule 14D-9, will be mailed to record holders of Shares whose names appear on the Company's shareholder list and will be furnished, for subsequent transmittal to beneficial owners of Shares, to brokers, dealers, commercial banks, trust companies and other nominees whose names, or the names of whose nominees, appear on the Company shareholder list or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

2. Acceptance for Payment and Payment for Shares.

Subject to the satisfaction or waiver by Purchaser (to the extent such waiver is permitted by applicable law and the terms of the Transaction Framework Agreement) of all the conditions to the Offer set forth in "The Tender Offer—Section 15—Certain Conditions of the Offer," we will (a) at or as promptly as practicable following the Expiration Time, accept for payment (the time of acceptance for payment, the "*Acceptance Time"*) and (b) at or as promptly as practicable following the Acceptance Time, pay for all Shares validly tendered and not properly withdrawn pursuant to the Offer as of the Acceptance Time (such time of the payment, the "*Closing*"). See "The Tender Offer—Section 1—Terms of the Offer."

In all cases, we will pay for Shares tendered and accepted for payment pursuant to the Offer only after timely receipt by the Depositary of (a) if you are a record holder and you hold Shares in book-entry form on the books of the Company's transfer agent, (i) the Letter of Transmittal, properly completed and duly executed and (ii) any other documents required by the Letter of Transmittal or (b) if your Shares are held in "street" name and are being tendered by book-entry transfer into an account maintained by the Depositary at The Depository Trust Company ("*DTC*"), (i) the Letter of Transmittal, properly completed and duly executed, with any required signature guarantees, or an Agent's Message (as defined below) in lieu of a Letter of Transmittal, (ii) a confirmation of a book-entry transfer ("*Book-Entry Confirmation*") into the Depositary's account at DTC of the Shares tendered by book-entry transfer (pursuant to the procedures set forth in "The Tender Offer—Section 3—Procedures for Accepting the Offer and Tendering Shares") and (iii) any other documents required by the Letter of Transmittal. Accordingly, tendering shareholders may be paid at different times depending upon when the foregoing documents with respect to Shares are actually received by the Depositary. **Under no circumstance will interest be paid on the** Offer Consideration in connection with the Offer, regardless of any extension of the Offer or any delay in making payment for Shares.

For purposes of the Offer, we will be deemed to have accepted for payment, and thereby purchased, Shares validly tendered pursuant to the Offer and not properly withdrawn as, if and when we give oral or written notice to the Depositary of our acceptance for payment of such Shares pursuant to the Offer. On the terms of and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the Offer Consideration for such Shares with the Depositary, which will act as paying agent for tendering shareholders for the purpose of receiving payments from us and transmitting such payments to tendering shareholders whose Shares have been accepted for payment. If we extend the Offer, are delayed in our acceptance for payment of Shares or are unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to our rights under the Offer and the Transaction Framework Agreement, the

Depositary may retain tendered Shares on our behalf, and such Shares may not be withdrawn except to the extent that tendering shareholders are entitled to withdrawal rights as described herein under "The Tender Offer—Section 4—Withdrawal Rights" and as otherwise required by Rule 14e-1(c) under the Exchange Act.

If any tendered Shares are not accepted for payment for any reason pursuant to the terms and conditions of the Offer, such unpurchased Shares will be returned, without expense, to the tendering shareholder (in the case of Shares tendered by book-entry transfer into the Depositary's account at DTC pursuant to the procedure set forth in "The Tender Offer—Section 3—Procedures for Accepting the Offer and Tendering Shares," by crediting such Shares to an account maintained at DTC), promptly following the expiration or termination of the Offer.

All questions as to the validity, form, eligibility (including time of receipt), and acceptance for payment, of any tender of Shares will be determined by Purchaser, in its sole discretion, which determination will be final and binding upon the tendering shareholder.

3. Procedures for Accepting the Offer and Tendering Shares.

Tenders. In order for Shares to be validly tendered pursuant to the Offer, shareholders of the Company must follow these procedures:

- If you are a record holder and you hold Shares in book-entry form on the books of the Company's transfer agent, the following must be received by the Depositary at one of its addresses set forth in the Letter of Transmittal prior to the Expiration Time: (a) the Letter of Transmittal, properly completed and duly executed; and (b) any other documents required by the Letter of Transmittal.
- If your Shares are held in "street" name and are being tendered by book-entry transfer into an account maintained by the Depositary at DTC, the following must be received by the Depositary at one of its addresses set forth in the Letter of Transmittal prior to the Expiration Time: (a) the Letter of Transmittal, properly completed and duly executed, or an Agent's Message; (b) a Book-Entry Confirmation (as defined under "The Tender Offer—Section 2—Acceptance for Payment and Payment for Shares"); and (c) any other documents required by the Letter of Transmittal.
- If you cannot complete the procedure for delivery by book-entry transfer on a timely basis, or you otherwise cannot deliver all required documents to the Depositary prior to the Expiration Time, you may be able to tender your Shares using the enclosed Notice of Guaranteed Delivery. For the tender to be valid, however, the Depositary must receive the Notice of Guaranteed Delivery prior to the Expiration Time and must then receive the missing items within one NYSE trading day after the date of execution of such Notice of Guaranteed Delivery. Please contact Innisfree M&A Incorporated, the information agent for the Offer (the "*Information Agent*") for assistance.
- If you hold Shares through a broker, dealer, commercial bank, trust company or other nominee, you must contact your broker, dealer, commercial bank, trust company or other nominee and give instructions that your Shares be tendered.

The term "*Agent's Message*" means a message, transmitted by DTC to, and received by, the Depositary and forming a part of a Book-Entry Confirmation, stating that DTC has received an express acknowledgment from the participant in DTC tendering Shares that are the subject of such Book-Entry Confirmation that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that Purchaser may enforce such agreement against such participant.

Book-Entry Transfer. The Depositary will establish an account with respect to Shares at DTC for purposes of the Offer within four business days after the date of this Offer to Purchase. Any financial institution that is a participant in the system of DTC may make a book-entry delivery of Shares by causing DTC to transfer such Shares into the Depositary's account at DTC in accordance with DTC's procedures for such transfer. However, although delivery of Shares may be effected through book-entry transfer at DTC, either the Letter of Transmittal,

properly completed and duly executed, together with any required signature guarantees, or an Agent's Message, and any other required documents, must, in any case, be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Time, or the tendering shareholder must comply with the guaranteed delivery procedure described below. **Delivery of documents to DTC does not constitute delivery to the Depositary.**

Guarantee of Signatures. No signature guarantee is required on the Letter of Transmittal if: (a) the Letter of Transmittal is signed by the registered holder(s) (which term, for purposes of this Section 3, includes any participant in DTC's system whose name appears on a security position listing as the owner of Shares) of Shares tendered therewith, unless such registered holder has completed either the box entitled "Special Delivery Instructions" or the box entitled "Special Payment Instructions" on the Letter of Transmittal; or (b) Shares are tendered for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member of or participant in a recognized Medallion Program approved by the Securities Transfer Association, Inc., including the Security Transfer Agents Medallion Program, the NYSE Medallion Signature Program and the Stock Exchanges Medallion Program (each, an "*Eligible Institution*"). In all other cases, all signatures on a Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 1 of the Letter of Transmittal.

Guaranteed Delivery. If a shareholder desires to tender Shares pursuant to the Offer but such shareholder cannot deliver the required documents to the Depositary prior to the Expiration Time, or such shareholder cannot complete the procedure for delivery by book-entry transfer prior to the Expiration Time, such Shares may nevertheless be tendered, provided that all of the following conditions are satisfied:

- such tender is made by or through an Eligible Institution;
- a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form made available by Purchaser, is received prior to the Expiration Time by the Depositary as provided below; and
- the following must be received by the Depositary at one of its addresses set forth in the Letter of Transmittal within one NYSE trading day after the date of execution of such Notice of Guaranteed Delivery: (a) a properly completed and duly executed Letter of Transmittal (or, alternatively an Agent's Message in the case of tendering Shares held in "street" name by book-entry transfer), (b) a Book-Entry Confirmation with respect to all tendered Shares (in the case of tendering Shares held in "street" name by book-entry transfer) and (c) all other documents required by the Letter of Transmittal, if any.

The Notice of Guaranteed Delivery may be delivered by courier or mailed to the Depositary and must include a guarantee by an Eligible Institution in the form set forth in the form of Notice of Guaranteed Delivery made available by Purchaser. In the case of Shares held through DTC, the Notice of Guaranteed Delivery must be delivered to the Depositary by a participant by means of the confirmation system of DTC.

The method of delivery of the Letter of Transmittal and all other required documents, including delivery through DTC, is at the option and risk of the tendering shareholder, and the delivery of all such documents will be deemed made only when actually received by the Depositary (including, in the case of a book-entry transfer, receipt of a Book-Entry Confirmation). If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery prior to the Expiration Time.

Irregularities. The tender of Shares pursuant to any one of the procedures described above will constitute the tendering shareholder's acceptance of the terms and conditions of the Offer, as well as the tendering shareholder's representation and warranty that such shareholder has the full power and authority to tender and transfer the Shares tendered, as specified in the Letter of Transmittal, and that when Purchaser accepts the Shares

for payment, it will acquire good, marketable and unencumbered title, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claims. Purchaser's acceptance for payment of Shares tendered pursuant to the Offer will constitute a binding agreement between the tendering shareholder and Purchaser on the terms and subject to the conditions of the Offer.

Determination of Validity. All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by Purchaser, in its sole discretion, which determination will be final and binding on all parties, subject to the rights of holders of Shares to challenge such determination with respect to their Shares in a court of competent jurisdiction and any subsequent judgment of any such court. Purchaser reserves the absolute right to reject any and all tenders determined not to be in proper form or the acceptance for payment of which may be unlawful. We reserve the absolute right to waive any defect or irregularity in the tender of any Shares of any particular shareholders, whether or not similar defects or irregularities are waived in the case of other shareholders. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been cured or waived to our satisfaction. None of Purchaser, Parent, the Company or any of their respective affiliates or assigns, the Depositary, the Information Agent or any other person will be under any duty to give any notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification. Subject to the rights of holders of Shares to challenge any interpretation with respect to their Shares in a court of competent jurisdiction and any subsequent judgment of any such court, our interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto) will be final and binding.

Purchaser reserves the absolute right to reject any and all tenders determined by it not to be in proper form or the acceptance for payment of, or payment for, which may, in the opinion of Purchaser's counsel, be unlawful. Purchaser also reserves the absolute right to waive any defect or irregularity in the tender of any Shares of any particular shareholder, whether or not similar defects or irregularities are waived in the case of other shareholders. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been waived or cured within such time as Purchaser may determine. None of Purchaser, the Depositary, the Information Agent or any other person will be under any duty to give notice of any defects or irregularities in tenders or incur any liability for failure to give any such notice.

Appointment. By executing the Letter of Transmittal as set forth above, the tendering shareholder will irrevocably appoint designees of Purchaser as such shareholder's attorneys-in-fact and proxies in the manner set forth in the Letter of Transmittal, each with full power of substitution, to the full extent of such shareholder's rights with respect to the Shares tendered by such shareholder and accepted for payment by Purchaser and with respect to any and all other Shares or other securities or rights issued or issuable in respect of such Shares. All such powers of attorney and proxies will be considered irrevocable and coupled with an interest in the tendered Shares. Such appointment will be effective when, and only to the extent that, we accept for payment Shares tendered by such shareholder as provided in this Offer to Purchase. Upon such appointment, all prior powers of attorney, proxies and consents given by such shareholder with respect to such Shares or other securities or rights will, without further action, be revoked, and no subsequent powers of attorney, proxies, consents or revocations may be given by such shareholder (and, if given, will not be deemed effective). The designees of Purchaser will thereby be empowered to exercise all voting and other rights with respect to such Shares and other securities or rights, including, without limitation, with respect to any annual or extraordinary general meeting of shareholders of the Company or otherwise, as they in their sole discretion deem proper. Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon its acceptance for payment of such Shares, Purchaser or its designees must be able to exercise full voting, consent and other rights, to the extent permitted under applicable law, with respect to such Shares and other related securities or rights, including voting at any meeting of shareholders of the Company.

U.S. Federal Income Tax Information Reporting and Backup Withholding. Payments made to shareholders of the Company in the Offer generally will be subject to U.S. federal income tax information reporting and may be subject to backup withholding. To avoid backup withholding, a U.S. shareholder should complete and return the

Internal Revenue Service ("*IRS*") Form W-9 included in the Letter of Transmittal, certifying that (a) such shareholder is a U.S. person, (b) the taxpayer identification number provided is correct and (c) such shareholder is not subject to backup withholding. Non-U.S. shareholders should submit an appropriate and properly completed IRS Form W-8, a copy of which may be obtained from the Depositary or at www.irs.gov, in order to avoid backup withholding. Such shareholders should consult a tax advisor to determine which IRS Form W-8 is appropriate. See the Letter of Transmittal for more information.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a credit against a shareholder's U.S. federal income tax liability and may entitle such shareholder to a refund, provided the required information is timely furnished in the appropriate manner to the IRS.

4. Withdrawal Rights.

Except as otherwise provided in this Section 4, tenders of Shares made pursuant to the Offer are irrevocable.

Shares tendered pursuant to the Offer may be properly withdrawn at any time prior to the Expiration Time. In addition, pursuant to Section 14(d)(5) of the Exchange Act, Shares may be withdrawn at any time after September 1, 2024, which is the sixtieth (60th) day after the date of the commencement of the Offer, unless Purchaser has accepted for payment the Shares validly tendered in the Offer.

For a withdrawal to be effective, a written notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover page of this Offer to Purchase. Any such notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of such Shares, if different from that of the person who tendered such Shares. If Shares have been tendered pursuant to the procedure for book-entry transfer as set forth in "The Tender Offer—Section 4—Procedures for Accepting the Offer and Tendering Shares," any notice of withdrawal must also specify the name and number of the account at DTC to be credited with the withdrawn Shares.

If Purchaser extends the Offer, is delayed in its acceptance for payment of or payment (whether before or after its acceptance for payment for Shares) for Shares, or is unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to its rights under the Offer and the Transaction Framework Agreement, the Depositary may retain tendered Shares on Purchaser's behalf, and such Shares may not be withdrawn except to the extent that tendering shareholders are entitled to withdrawal rights as described herein.

Withdrawals of Shares may not be rescinded. Any Shares properly withdrawn will thereafter be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn Shares may be re-tendered again by following one of the procedures described in "The Tender Offer—Section 3—Procedures for Accepting the Offer and Tendering Shares" at any time prior to the Expiration Time.

Purchaser will determine, in its sole discretion, all questions as to the form and validity (including time of receipt) of any notice of withdrawal. Purchaser also reserves the absolute right to waive any defect or irregularity in the withdrawal of any Shares by any particular shareholder, regardless of whether or not similar defects or irregularities are waived or not waived in the case of any other shareholder. None of Purchaser, the Depositary, the Information Agent, or any other person will be under any duty to give notice of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification.

5. Certain Material Tax Consequences.

5A. U.S. Federal Income Tax Consequences.

The following is a summary of certain U.S. federal income tax consequences of the Offer to U.S. Holders (as defined below) of the Company whose Shares are tendered and accepted for payment pursuant to the Offer. The summary is based on current provisions of the Internal Revenue Code of 1986, as amended (the "***Code***"),

existing, proposed and temporary regulations thereunder and administrative and judicial interpretations thereof, all of which are subject to change, possibly with retroactive effect. Any such changes could affect the accuracy of the statements and conclusions set forth in this discussion. Purchaser has not sought, and does not currently intend to seek, any ruling from the IRS with respect to the statements made and the conclusions reached in the following summary, and no assurance can be given that the IRS will agree with the views expressed herein, or that a court will not sustain any challenge by the IRS in the event of litigation.

The summary applies only to U.S. Holders who hold their Shares as capital assets within the meaning of Section 1221 of the Code. The summary is not a complete description of all of the tax consequences of the Offer and in particular, does not address many of the tax considerations that may be relevant to a holder of Shares in light of such holder's particular circumstances or that may be applicable to holders of Shares that may be subject to special tax rules, including, without limitation: small business investment companies; banks, certain financial institutions or insurance companies; real estate investment trusts, regulated investment companies or grantor trusts; dealers or traders in securities, commodities or currencies; persons that mark their securities to market; cooperatives; tax-exempt entities; retirement plans; certain former citizens or long-term residents of the United States; persons that received Shares as compensation for the performance of services; persons that hold Shares as part of a "hedging," "integrated" or "conversion" transaction or as a position in a "straddle" for U.S. federal income tax purposes; partnerships (including entities classified as partnerships for U.S. federal income tax purposes) or other pass-through entities, or holders that hold Shares through such an entity; S-corporations; persons whose functional currency is not the U.S. dollar; persons that own directly, indirectly, or through attribution ten percent (10%) or more of the voting power or value of the outstanding Shares; persons holding Shares in connection with a trade or business conducted outside the United States; controlled foreign corporations within the meaning of Section 957 of the Code; or passive foreign investment companies within the meaning of Section 1297 of the Code (each, a "***PFIC***"). Moreover, this summary does not address the U.S. federal estate, gift, unearned income Medicare contribution, alternative minimum tax and any other applicable non-income tax laws, or any applicable state, local ornon-U.S. tax laws.

For purposes of this summary, the term "*U.S. Holder*" means a beneficial owner of Shares that, for U.S. federal income tax purposes, is (a) an individual who is a citizen or resident of the United States; (b) a corporation, or entity treated as a corporation, created or organized under the laws of the United States, or of any state or the District of Columbia; (c) an estate, the income of which is subject to U.S. federal income tax regardless of its source; or (d) a trust, if (i) a court within the United States is able to exercise primary supervision over the trust's administration and one or more U.S. persons, within the meaning of Section 7701(a)(30) of the Code, have authority to control all of the trust's substantial decisions or (ii) the trust has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person for U.S. federal income tax purposes. This discussion does not address the tax consequences to persons who are not U.S. Holders.

If a partnership, or any other entity or arrangement treated as a partnership for U.S. federal income tax purposes, holds Shares, the tax treatment of a person treated as a partner in such partnership generally will depend upon the status of the partner and the partnership's activities. Accordingly, partnerships or other entities treated as partnerships for U.S. federal income tax purposes that hold Shares, and persons treated as partners in such entities, are urged to consult their tax advisors regarding the specific U.S. federal income tax consequences to them of the Offer.

WE URGE YOU TO CONSULT YOUR OWN TAX ADVISORS AS TO THE SPECIFIC TAX CONSEQUENCES TO YOU OF THE OFFER, INCLUDING THE APPLICABILITY AND EFFECT OF FEDERAL, STATE, LOCAL AND FOREIGN INCOME, AND OTHER TAX LAWS IN LIGHT OF YOUR PARTICULAR CIRCUMSTANCES.

The Receipt of Cash in Exchange for Shares Pursuant to the Offer.

The exchange of Shares by U.S. Holders for cash pursuant to the Offer will be a taxable transaction for U.S. federal income tax purposes. In general, a U.S. Holder who exchanges Shares for cash pursuant to the Offer will

recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference, if any, between the amount of cash received (determined before the deduction, if any, of any withholding tax) in exchange for Shares pursuant to the Offer and the U.S. Holder's adjusted tax basis in such Shares. Subject to the PFIC rules discussed below, any such gain or loss will be long-term capital gain or loss if a U.S. Holder's holding period for such Shares is more than one year. Long-term capital gain recognized by certain non-corporate U.S. Holders, including individuals, is generally subject to U.S. federal income tax at preferential rates. The deductibility of a capital loss recognized pursuant to the Offer is subject to certain limitations. If a U.S. Holder acquired different blocks of Shares at different times or different prices, such U.S. Holder must determine its adjusted tax basis and holding period separately with respect to each block of Shares.

Passive Foreign Investment Company Rules

A U.S. Holder may be subject to adverse U.S. federal income tax rules in respect of a disposition of Shares pursuant to the Offer if the Company were classified as a PFIC for any taxable year during which such U.S. Holder has held Shares and did not have certain elections in effect. In general, a foreign corporation will be a PFIC for any taxable year in which (1) 75% or more of its gross income constitutes "passive income" or (2) 50% or more of its assets produce, or are held for the production of, "passive income." For this purpose, "passive income" is defined to include income of the kind which would be foreign personal holding company income under Section 954(c) of the Code, and generally includes interest, dividends, rents, royalties and certain gains. If a foreign corporation owns directly or indirectly at least 25% by value of the stock of another corporation, the foreign corporation is treated for purposes of the PFIC tests as owning its proportionate share of the assets of the other corporation and as receiving directly its proportionate share of the other corporation's income.

If the Company were treated as a PFIC for any taxable year during which a U.S. Holder held Shares, certain adverse consequences could apply to the U.S. Holder, unless certain elections that may mitigate such adverse consequences have been made (including a mark-to-market election).

Specifically, gain recognized by a U.S. Holder on the tender of its Shares pursuant to the U.S. Offer would be allocated ratably over the U.S. Holder's holding period for the Shares. The amounts allocated to the taxable year of the exchange and to any year before the Company was a PFIC would be taxed as ordinary income in the current year. The amount allocated to each other taxable year would be subject to tax at the highest rate in effect for individuals or corporations, as appropriate, for such taxable year and an interest charge would be imposed on the amount allocated to the taxable year. These rules would apply to a U.S. Holder that held Shares during any year in which the Company was a PFIC, even if the Company was not a PFIC in the year in which the U.S. Holder tendered the Shares pursuant to the U.S. Offer. U.S. Holders should consult their tax advisors regarding (i) the tax consequences that would arise if the Company were treated as a PFIC for any year, (ii) any applicable information reporting requirements and (iii) the availability of any elections (including the mark-to-market election mentioned above) that may help mitigate the tax consequences to a U.S. Holder if the Company were a PFIC.

The foregoing assumes that the Company is not currently, and has not been a PFIC, for U.S. federal income tax purposes. However, because PFIC status depends upon the composition of a company's income and assets and the market value of its assets from time to time, which may be determined in large part by reference to the market value of its Shares, and due to uncertainties in the application of the PFIC rules, including uncertainties as to the valuation and proper characterization of certain of the Company's assets as passive or active, there can be no assurance that the Company is not considered to be a PFIC for any taxable year.

U.S. Holders should consult their own tax advisors concerning whether the Company is or has been a PFIC for any given taxable year during which such U.S. Holder has owned Shares and the tax consequences of tendering Shares pursuant to the Offer.

Information Reporting and Backup Withholding.

A U.S. Holder who exchanges Shares pursuant to the Offer is subject to information reporting and may be subject to backup withholding unless certain information is provided to the Depositary or an exemption applies. See "The Tender Offer—Section 3—Procedures for Accepting the Offer and Tendering Shares."

5B. Certain Material Dutch Tax Consequences.

The following is a summary of certain material Dutch tax consequences of the Offer for the shareholders of the Company whose Shares are tendered and accepted for payment pursuant to the Offer. It does not address tax consequences applicable to holders of Company stock options. The summary is for general information only and does not consider all possible tax considerations or consequences that may be relevant to all categories of investors, some of which may be subject to special treatment under applicable law (such as trusts or other similar arrangements).

WE URGE YOU TO CONSULT YOUR OWN TAX ADVISORS AS TO THE SPECIFIC TAX CONSEQUENCES TO YOU OF THE OFFER.

Please note that this summary does not describe the tax considerations for:

(a) Holders of Shares holding a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in the Company and holders of Shares of whom a certain related person holds a substantial interest in the Company. Generally speaking, a substantial interest in the Company arises if a person, alone or, where such person is an individual, together with such holder's partner (statutorily defined term), directly or indirectly, holds or is deemed to hold (i) an interest of 5% or more of the total issued capital of the Company or 5% or more of the issued capital of a certain class of shares of the Company, (ii) rights to acquire, directly or indirectly, such interest or (iii) certain profit-sharing rights in the Company. A deemed substantial interest arises if a substantial interest (or part thereof) has been disposed of, or is deemed to have been disposed of, on a non-recognition basis.

(b) Holders of Shares that are corporate legal entities that derive benefits from the Shares that are exempt under the participation exemption regime (*deelnemingsvrijstelling*) or that qualify for participation credit (*deelnemingsverrekening*) as laid down in the Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*) or would have been exempt under the participation exemption regime if such shareholder were a taxpayer in the Netherlands. In general, an interest of five percent (5%) or more in the nominal paid-up share capital of the Company should either qualify for the participation exemption regime or the participation credit regime. A shareholder may also have a qualifying participation if such Company shareholder does not have a five percent (5%) interest but a related entity (a statutorily defined term) does, or if the Company is a related entity (a statutorily defined term) of the Company shareholder.

(c) Holders of Shares who are individuals and for whom the Shares or any benefit derived from the Shares are attributable to a membership of a management board or a supervisory board, an employment relationship or a deemed employment relationship, the income from which is taxable in the Netherlands.

(d) Pension funds, investment institutions (*fiscale beleggingsinstellingen*), exempt investment institutions (*vrijgestelde beleggingsinstellingen*) and other entities that are not subject to or are exempt (in full or in part) from corporate income tax in the Netherlands or any other state.

(e) Persons to whom the Shares and the income therefrom are attributed based on the separated private assets (*afgezonderd particulier vermogen*) provisions of the Dutch Income Tax Act 2001 (*Wet inkomstenbelasting 2001*).

(f) Holders of Shares that are entities which are a resident of Aruba, Curaçao or Sint Maarten and that have an enterprise which is carried on through a permanent establishment or a permanent

representative on Bonaire, Sint Eustatius or Saba and the Shares are attributable to such permanent establishment or permanent representative.

(g) Holders of Shares who or that are not considered the beneficial owner (*uiteindelijk gerechtigde*) of these Shares or the benefits derived from or realized in respect of these Shares.

This summary only addresses the Dutch national tax legislation and published regulations, as in effect on the date of this Offer to Purchase and as interpreted in published case law until this date, without prejudice to any amendment introduced at a later date and implemented with or without retroactive effect.

Where this summary refers to 'the Netherlands' or 'Dutch', such reference is restricted to the part of the Kingdom of the Netherlands that is situated in Europe and the legislation applicable in that part of the Kingdom of the Netherlands.

Certain Dutch Tax Consequences of the Offer.

Dutch dividend withholding tax.

The Offer Consideration paid pursuant to the Offer will not be subject to withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein.

Dutch Resident Individual Shareholders.

An individual shareholder who is resident or deemed to be resident in the Netherlands for Dutch tax purposes will be subject to Dutch individual income tax (*inkomstenbelasting*) on any gains realized (i.e., the difference, if any, between the amount of cash received and the tax book value) in respect of the Shares validly tendered and not properly withdrawn pursuant to the Offer at progressive rates up to a maximum of forty-nine point five percent (49.5%) under the Dutch Income Tax Act 2001 if:

(a) the Shares are attributable to an enterprise from which the individual derives a share of the profit, whether as an entrepreneur (*ondernemer*) or as a person who has a co-entitlement to the net worth (*medegerechtigd tot het vermogen*) of such enterprise, without being an entrepreneur or a shareholder as defined in the Dutch Income Tax Act 2001; or

(b) such income or capital gains qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*), which includes activities with respect to the Shares that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If neither condition (a) nor condition (b) above applies to the individual shareholder, taxable income with regard to the Shares held by such individual shareholder must in principle be determined on the basis of a deemed return on savings and investments (*sparen en beleggen*). This deemed return on savings and investments is determined based on the individual's yield basis (*rendementsgrondslag*) at the beginning of the calendar year (January 1), insofar as the individual's yield basis exceeds a statutory threshold (*heffingvrij vermogen*) (fifty-seven thousand euros (€57,000) in 2024). The individual's yield basis is determined as the fair market value of certain qualifying assets held by the individual less the fair market value of certain qualifying liabilities on January 1. The individual's deemed return is calculated by multiplying the individual's yield basis with a 'deemed return percentage' (*effectief rendementspercentage*), which percentage depends on the actual composition of the yield basis, with separate deemed return percentages for savings (*banktegoeden*), other investments (*overige bezittingen*) and debts (*schulden*). As of January 1, 2024, the percentage for other investments, which include the Shares, is set at six-point zero four percent (6.04%).

However, on June 6, 2024 the Dutch Supreme Court (*Hoge Raad*) ruled in a number of cases (i.e. ECLI:NL:HR:2024:704, ECLI:NL:HR:2024:705, ECLI:NL:HR:2024:756, ECLI:NL:HR:2024:771 and

ECLI:NL:HR:2024:813) that the current system of taxation in relation to an individual's savings and investments based on a 'deemed return' contravenes with Section 1 of the First Protocol to the European Convention on Human Rights in combination with Section 14 of the European Convention on Human Rights if the deemed return applicable to the savings and investments exceeds the actual return in the respective calendar year. In these rulings, the Dutch Supreme Court has also provided guidance for calculating the actual return: (i) all assets that are taxed under the regime for savings and investments are taken into account, and the statutory threshold will not be deducted from the individual's yield basis; (ii) the actual return should be based on a nominal return without considering inflation; (iii) the actual return includes not only benefits derived from assets, such as interest, dividends and rental income, but also positive and negative changes in the value of these assets, including unrealized value changes; (iv) costs are not taken into account for determining the actual return, but interest on debts that are included in the individual's yield basis should be taken into account; and (v) positive or negative returns from previous years are not taken into account.

If the individual demonstrates that the actual return – calculated in accordance with the guidelines of the Dutch Supreme Court – is lower than the deemed return, only the actual return should be taxed under the regime for savings and investments. As of the date of the Offer, no legislative changes have been proposed by the Dutch legislator in response to the June 6, 2024 rulings.

The deemed or actual return on savings and investments is taxed at a rate of 36%.

Dutch Resident Corporate Shareholders.

A shareholder that is an entity (including an association, partnership and mutual fund, in each case to the extent taxable as a corporate entity) and who is resident or deemed to be resident in the Netherlands for Dutch corporate income tax purposes will generally be subject to Dutch corporate income tax on any gains realized in respect of the Shares validly tendered and not properly withdrawn pursuant to the Offer, up to a maximum rate of twenty-five point eight percent (25.8%).

Non-Dutch Resident Shareholders.

A shareholder that is not a resident or deemed to be a resident of the Netherlands will not be subject to Dutch corporate income tax or Dutch personal income tax on any gains realized as a result of the tendering of Shares pursuant to the Offer, provided that:

(a) in the case of a non-Dutch resident shareholder that is not an individual, such shareholder (i) does not derive profits from an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or permanent representative the Shares are attributable or (ii) is not, other than by way of securities, entitled to a share in the profits of an enterprise or a co-entitlement to the net worth of an enterprise, which is effectively managed in the Netherlands and to which enterprise the Shares are attributable; or

(b) in the case of a non-Dutch resident shareholder that is an individual, such shareholder (i) does not derive profits from an enterprise or an interest in an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or permanent representative the Shares are attributable, (ii) does not realize income or gains with respect to the Shares that qualify as income from miscellaneous activities in the Netherlands, which include activities with respect to the Shares that exceed regular, active portfolio management or (iii) is not, other than by way of securities, entitled to a share in the profits of an enterprise that is effectively managed in the Netherlands and to which enterprise the Shares are attributable.

In the case of a non-Dutch resident shareholder that is taxable in the Netherlands, such shareholder will generally be taxed in the same way as comparable Dutch resident taxpayers, as described above.

Other Taxes and Duties.

No Dutch value added tax and no Dutch registration tax, customs duty, stamp duty or any other similar documentary tax or duty will be payable by a shareholder on any payment pursuant to the Offer.

6. Price Range of Shares; Dividends.

The Shares are listed and currently trade on the New York Stock Exchange (*"NYSE"*) under the ticker symbol "ALLG." The Company has advised Purchaser that, as of the close of business on July 1, 2024, 273,030,790 Shares were outstanding.

The following table sets forth, for the quarters indicated, the intraday high and low trading prices per Share on the NYSE for each quarterly period within the two preceding fiscal years, as reported by published financial sources.

Year Ended December 31, 2022	**High**	**Low**
Second Quarter	$15.95	$5.01
Third Quarter	6.59	3.35
Fourth Quarter	5.06	2.33
Year Ended December 31, 2023		
First Quarter	$ 4.89	$2.17
Second Quarter	3.88	1.85
Third Quarter	3.06	1.55
Fourth Quarter	2.78	.99
Current Year		
First Quarter	$ 2.11	$ .57
Second Quarter	1.92	.70
Third Quarter (through July 2, 2024)	1.69	1.67

On June 14, 2024, the last trading day prior to the public announcement of the signing of the Transaction Framework Agreement, the reported closing price of the Shares on the NYSE was $0.74 per Share. On July 2, 2024, the last full trading day before the commencement of the Offer, the reported closing price of the Shares on the NYSE was $1.68 per Share. **Shareholders are urged to obtain a current market quotation for the Shares before deciding whether to tender their Shares.**

According to the Company's Annual Report on Form20-F for the fiscal year ended December 31, 2023, the Company has not previously declared or paid cash dividends and has no plans to declare or pay any dividends in the near future.

7. Certain Information Concerning Allego.

Except as specifically set forth in this Offer to Purchase, the information concerning the Company contained in this Offer to Purchase has been taken from or is based upon information furnished by the Company or its representatives or upon publicly available documents and records on file with the SEC and other public sources. The summary information set forth below is qualified in its entirety by reference to the Company's public filings with the SEC (which may be obtained and inspected as described below) and should be considered in conjunction with the more comprehensive financial and other information in such reports and other publicly available information. We have no knowledge that would indicate that any statements contained herein based on such documents and records are untrue. However, none of Purchaser or any of its affiliates, the Information Agent or the Depositary assumes any responsibility for the accuracy or completeness of the information concerning the Company, whether furnished by the Company or contained in such documents and records, or for any failure by the Company to disclose events that may have occurred or that may affect the significance or accuracy of any such information that is unknown to Purchaser or any of its affiliates, the Information Agent or the Depositary, as applicable.

General. The Company was formed under the laws of the Netherlands in 2021 as a private limited liability company (*besloten venootschap met beperkte aansprakelijkeid*) and was converted into a public limited liability company (*naamloze vennootschap*) upon the closing of the Company's de-SPAC transaction on March 16, 2022. The mailing address of the Company's registered office is Westervoortsedijk 73 KB, 6827 AV Arnhem, the Netherlands, and the Company's phone number is +31 (0) 88 033 3033. The Shares are traded on the NYSE under the symbol "ALLG."

Available Information. The Shares are registered under the Exchange Act. Accordingly, the Company is subject to the information reporting requirements of the Exchange Act and, in accordance therewith, is required to file periodic reports with the SEC and to file other information with the SEC relating to its business, financial condition and other matters. You may review a copy of any such reports, statements or other information on the internet website maintained by the SEC at www.sec.gov.

The Company Financial Projections. The Company prepared certain financial projections in connection with the transactions contemplated by the Transaction Framework Agreement which are described in the Company's Schedule 14D-9, under the captions "Item 4. THE SOLICITATION OR RECOMMENDATION— Reasons for the Offer and the Transactions; Fairness of the Offer and the Transactions" and "—Certain Prospective Financial Information."

8. Certain Information Concerning Purchaser and Parent.

Parent

Parent is a simplified stock company (*société par actions simplifiée*) incorporated under the laws of France with its principal business office address at 4, place de l'Opera, 75002, Paris, France. Parent is an independent investment Benefit Corporation and an asset manager, which specializes in the development, financing, and long-term management of sustainable public infrastructure in three core sectors: sustainable mobility, critical public services and innovative low carbon solutions.

Purchaser

Purchaser is a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands whose indirect parent entities are managed by Parent. Purchaser is 100% owned by Opera Charging B.V., a Dutch private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) having its registered office at Zuidplein 126, WTC Toren 1, 15e, 1077XV Amsterdam, the Netherlands and registered with the commercial register (*handelsregister*) of the Netherlands under registration number 71766308 ("*Opera*") which is 9.2% owned by Thoosa Infrastructure Investments S.a.r.l and 90.8% owned by Meridiam EI SAS, a *société par actions simplifiée* incorporated under the laws of France, with its registered office at 4 place de l'Opéra, 75002 Paris, and registered with the commercial and company register of Paris (*registre du commerce et des sociétés de Paris*) under number 839 874 583 R.C.S Paris ("*Meridiam EI*"). Thoosa Infrastructure Investments S.a.r.l is 100% owned by Thoosa Infrastructure Fund SCS, and Meridiam EI SAS is 100% owned by Meridiam Transition FIPS ("*Meridiam Transition*"), both of which are funds managed by Parent. Purchaser is an external consulting firm.

The address of Parent's principal executive offices is 4, place de l'Opera 75002, Paris, France, and the telephone number at such address is +33 1 53 34 96 96. The address of Purchaser's principal executive offices is Zuidplein 126, WTC Toren H, Floor 15, 1077 XV Amsterdam, the Netherlands, and the current business, and the telephone number at such address is +33 1 53 34 96 96. The name, citizenship, business address, present principal occupation or employment, and five-year employment history of each of the directors, executive officers, or managers of Parent and Purchaser are set forth in Schedule I to this Offer to Purchase.

Pursuant to Rule 14d-3 under the Exchange Act, we have filed with the SEC a Tender Offer Statement on Schedule TO (which we refer to as the "*Schedule TO*") and a Transaction Statement on Schedule 13E-3, of which, in each case, this Offer to Purchase forms a part. The Schedule TO and the exhibits thereto, as well as other information filed by Purchaser with the SEC, are available at the SEC's website at www.sec.gov.

Neither the Company, Purchaser nor Parent has made any arrangements in connection with the Offer to provide holders of Shares access to their respective corporate files. Subject to certain exceptions, Dutch law does not recognize the concept of appraisal or dissenters' rights. The Company's shareholders are not entitled to appraisal rights with respect to the Offer.

9. Source and Amount of Funds.

The Offer is not conditioned upon Purchaser obtaining financing to fund the purchase of Shares pursuant to the Offer or to fund other transactions contemplated by the Transaction Framework Agreement. We do not believe our financial condition or the financial condition of Parent is relevant to your decision whether to tender your Shares and accept the Offer because (i) the Offer is being made for all outstanding Shares held by Unaffiliated Shareholders solely for cash and (ii) consummation of the Offer is not subject to any financing condition.

We estimate that the total amount of funds required for Purchaser to purchase all outstanding Shares sought and tendered in the Offer and to pay related transaction fees and expenses in connection with the consummation of the Offer will be approximately $106,179,603. This calculation does not include Shares held by the Apollo Fund, which are subject to the Non-tender Agreement. See "The Tender Offer— Section 12—The Transaction Framework Agreement; Other Agreements—*Non-tender Agreement*" and "Special Factors—Section 4—Related Party Transactions—*Prior Investments*." We anticipate funding such cash requirements from available cash and cash equivalents of certain funds the Parent manages and/or committed debt financing of Purchaser described below.

Although the debt financing described in this Offer to Purchase is not subject to a due diligence or "market out" condition, such financing is subject to customary conditions for financings of this type and may not be considered assured. As of the date of this Offer to Purchase, no alternative financing arrangements or alternative financing plans have been made in the event the debt financing described in this Offer to Purchase is not available. The Offer is not subject to a financing condition but is subject to other conditions as described in this Offer to Purchase. See "The Tender Offer—Section 15—Certain Conditions of the Offer."

Term Loan Facility

The following summary description of the Term Loan Facility and all other provisions of the Term Loan Facility discussed herein are qualified by reference to the Facility Agreement, a copy of which has been filed as Exhibit (b)(1) to the Schedule TO filed with the SEC in connection with the Offer and is incorporated herein by reference. The Facility Agreement may be examined, and copies may be obtained at the places and in the manner set forth in "The Tender Offer—Section 8— Certain Information Concerning Purchaser and Parent." Shareholders and other interested parties should read the Facility Agreement for a more complete description of the provisions summarized below.

Pursuant to a Facility Agreement dated as of June 15, 2024, among Purchaser, Société Générale and Natixis (the "*Facility Agreement*"), Purchaser received commitments from the lenders party to the Facility Agreement for a euro term loan facility in an aggregate amount equal to EUR 150 million (the "*Term Loan Facility*" and the loans made thereunder "*Term Loans*").

Interest Rates and Fees. Interest under the Term Loan Facility is payable at a rate equal to the sum of (i) 6% per annum and (ii) the applicable EURIBOR screen rate as of the date and time determined in accordance with the Facility Agreement for Euros and for a period equal in length to the interest period (as defined in the Facility Agreement) of the relevant loan. Purchaser will be required to pay certain commitment fees in Euros to each lender under the Term Loan Facility for the lender's available commitment for the availability period. Purchaser will also be required to pay an arrangement fee, agency fee and security agency fee, each of which as agreed from time-to-time in fee letters between Purchaser and Société Générale and/or Natixis.

Prepayments. The Term Loan Facility requires mandatory prepayments upon the occurrence of any of the following events:

- if the Delisting does not occur within six months from the date the funds under the Term Loan Facility are first utilized and if Purchaser fails to deliver to the agent evidence of Delisting;
- if Purchaser sells, transfers or otherwise disposes of any Shares, provided that the mandatory prepayment will apply only to the amount of proceeds received for such disposal after deducting certain specified fees and expenses;
- if Purchaser receives cash proceeds for the payment of a dividend or the lawful distribution of share premium reserve or the redemption, defeasement, retirement or repayment of share capital from the Company or the repayment or prepayment (either total, partial, voluntary or mandatory) by the Company of any loan granted to it by Purchaser, provided that the mandatory prepayment will apply only to the amount of proceeds received for such distributions after deducting certain specified fees and expenses;
- if Meridiam Transition ("*Sponsor*"), Meridiam EI and its affiliates and investment vehicles managed by Parent (each a "*Meridiam Shareholder*" and collectively "*Meridiam Shareholders*"), or Opera sell, transfer or otherwise dispose of any shares in, respectively, a Meridian Shareholder, Opera or Purchaser, and if the proceeds relevant to such disposal has not been reinvested in the Company, provided that the mandatory repayment will apply only to an amount of proceeds received for such disposal after deducting certain specified fees and expenses;
- if the shareholding of Meridiam Shareholders (either in the voting share capital or issued share capital and either direct or indirect) in Purchaser decreases other than pursuant to a disposal of Shares, and if such proceeds relevant to the disposal has not been reinvested in the Company, provided that the mandatory prepayment will apply only to the amount of the proceeds received with respect to the transaction resulting in the dilution after deducting certain specified fees and expenses; and
- if Sponsor or its subsidiaries (excluding a disposal made by the Purchaser and its subsidiaries) sells, transfers or otherwise disposes of any assets (other than the shares in a Meridiam Shareholder, the Purchaser or Opera), provided that the mandatory prepayment will apply only to the amount of the proceeds received with respect to the disposal of assets after deducting certain specified fees and expenses.

The Term Loan Facility allows for voluntary prepayments of the Term Loans in whole or in part without premium or penalty.

Borrower, Guarantors and Collateral. Purchaser is the borrower under the Term Loan Facility. Obligations under the Term Loan Facility are guaranteed by Sponsor, pursuant to a French law first demand guarantee, dated as of June 26, 2024, by and between, among others, Sponsor and Société Générale, acting as the security agent. The Term Loan Facility is secured pursuant to a New York law security agreement, dated as of June 26, 2024, by and between, among others, Purchaser and Société Générale, acting as the security agent. All Shares owned by Purchaser from time to time (including Shares acquired in connection with the Offer) are pledged as security.

Conditions. The funding of the Term Loan Facility is subject to the satisfaction of certain conditions precedent, including, without limitation, accuracy of certain major representations and warranties in the Term Loan Facility and absence of a major default or event of default under certain specified provisions of the Term Loan Facility.

Other Terms. The Facility Agreement contains representations, warranties, conditions precedent, events of default, indemnities and affirmative and negative covenants that are customary for facilities of this type. Affirmative covenants include, among others, covenants pertaining to the delivery of financial statements, notices, certificates and other information, payment of taxes and compliance with laws. Negative covenants include, among others, covenants that restrict the ability of Purchaser to dispose of any of any assets whereby they may be leased or re-acquired by an affiliate, enter into a financial indebtedness transaction with respect to

the Shares acquired pursuant to the Offer and enter into certain preferential arrangements. These covenants are subject to a number of important exceptions and qualifications. Certain changes of control of Purchaser also constitute an event of default under the Facility Agreement. Amounts borrowed under the Term Loan Facility mature on second anniversary of the signing of the Facility Agreement (the "*Facility Termination Date*").

Termination. Commitments under the Term Loan Facility terminate on the first to occur of (i) the Facility Termination Date, (ii) the occurrence of a mandatory cancellation event or (iii) Purchaser electing to voluntarily cancel the remaining facility by providing 10 business days' notice to Société Générale.

Repayment. The Facility Agreement stipulates a maturity period of two years, upon which all outstanding loans are required to be fully repaid. We expect that any borrowings under the Term Loan Facility will be refinanced or repaid with funds generated by Purchaser or obtained from other financing sources, which may include the proceeds of additional loans and/or the sale of securities. No decision has been made concerning this matter as of the date of this Offer to Purchase, and any future decisions will be made based on Purchaser's consideration of all relevant factors at the time.

10. Background of the Offer; Contacts with Allego

The information set forth below regarding the Company was provided by the Company, and none of Parent, Purchaser or any of their affiliates or representatives takes any responsibility for the accuracy or completeness of any information regarding meetings or discussions in which Parent, Purchaser or their affiliates or representatives did not participate. The following contains a description of material contacts between representatives of Parent or Purchaser and representatives of the Company that resulted in the execution of the Transaction Framework Agreement and the agreements related to the Offer. The following does not purport to catalogue every conversation among representatives of Purchaser and the Company. For purposes of this discussion, "Purchaser" refers to Purchaser and its direct and indirect subsidiaries.

On July 28, 2021, Spartan Acquisition Corp. III, a Delaware corporation ("*Spartan*"), Allego, Athena Merger Sub, Inc., a Delaware corporation ("*Merger Sub*"), Purchaser, Allego Holding, B.V., a Dutch private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) ("*Allego Holding*") and, solely with respect to the sections specified therein, E8, entered into a Business Combination Agreement (the "*BCA*"). Pursuant to the BCA, among other things: (i) the shareholders of Allego Holding contributed and transferred all of their shares in the capital of Allego Holding to Allego in exchange for Shares; (ii) Merger Sub merged with and into Spartan, with Spartan surviving as a wholly owned subsidiary of Allego, and each outstanding share of Spartan class A common stock was cancelled and converted into one Share; (iii) Allego converted into a Dutch public limited liability company (*naamloze vennootschap*); and (iv) subscribers subscribed for Shares in a private placement. The transactions contemplated by the BCA were consummated on March 16, 2022 (the "*de-SPAC Closing*"). Following the de-SPAC Closing, Purchaser, which had previously owned all of the outstanding share capital of Allego Holding, owned 197,837,067 Shares (representing approximately 68.5% of the then-outstanding Shares) and had, as a result of an irrevocable power of attorney, the right to direct the voting over an additional 41,097,994 Shares (representing approximately 14.2% of the then-outstanding Shares) owned by E8.

As part of the ongoing review of Allego's business, the Board and management team regularly evaluate Allego's historical performance, future growth prospects and overall strategic objectives to achieve its long-term strategic, operational and financial goals and enhance shareholder value. The topics of these conversations have included, among other things, developments in the electric vehicle charging industry generally, including recent M&A activity and investor focus within the industry, the trading price of the Shares and the public market for electric vehicle charging companies more generally, as well as Allego's position in the industry. The Board has, in connection with such reviews, evaluated Allego's business plan, its ability to execute on that business plan and, in particular, the financing needs associated with its implementation.

From time to time following the de-SPAC Closing, third parties contacted Allego to discuss a variety of potential strategic transactions, including acquisitions and financing arrangements. In an effort to strengthen Allego's liquidity position and ensure the ability to fully fund its business plan, in the spring of 2023 Allego, with the assistance of a financial advisor, contacted a number of potential financing partners regarding a potential investment in Allego. Only one initial indication of interest was received, and by August 2023, that party indicated it was no longer interested in pursuing a transaction with the Company as a result of, among other things, certain of the Company's contractual arrangements.

In a further effort to seek additional financing to ensure the funding of its business plan in full, in September 2023, the Company engaged Citigroup Global Markets Inc. ("*Citi*") as its exclusive placement agent in connection with a potential private placement transaction involving equity in Allego. Separately, in light of, among other things, the Company's ongoing need for additional financing to fund its business plan, the lack of success of the Company's efforts to date in that respect, and the poor performance and low liquidity in the trading market for the Shares, Purchaser and Parent began to give preliminary consideration to potential alternatives for addressing the challenges faced by the Company, and in this regard retained Morgan Stanley & Co. International plc *("Morgan Stanley*") and Allen Overy Shearman Sterling LLP ("*AOS*") as outside financial and legal advisors, respectively, to assist in these efforts.

In connection with that financing process, Citi contacted twenty-six potential investors, of which nine entered (or had previously entered) into confidentiality agreements with the Company, none of which included standstill provisions. Eight out of those nine potential investors received a management presentation, financial model, access to certain additional information and an opportunity to ask questions to management. Following that engagement, three parties (including Party D, an investment and operating company in the energy and infrastructure space) submitted indications of interest in financing transactions (the "*Potential Financing Parties*") involving financing transactions for preferred equity and/or convertible notes. In addition to the Potential Financing Parties, Party A, a private equity firm, submitted a non-binding indication of interest to acquire all the outstanding Shares for US$2.00 per Share, in cash, as well as a EUR 125 million equity investment .

On December 20, 2023, the Board held a regularly scheduled meeting and discussed, among other things, the proposals that had been received from the Potential Financing Parties. Following discussion, the Board determined that it would be advisable for management and Citi to continue to work with the Potential Financing Parties to provide them the diligence needed to form firmer proposals. The Board also determined that Allego was not interested in pursuing a whole company sale transaction at that time and wanted to focus on a transaction that would provide the capital necessary to continue to execute on its business plan, and in any event the Board believed that the price included in Party A's proposal did not represent sufficient value for shareholders at such time.

From January through March of 2024, Citi continued to work with the Potential Financing Parties to provide them with the information needed to present firmer proposals to the Company, and also contacted other potential investors to evaluate their interest in a financing transaction with the Company, five of whom entered into confidentiality agreements with the Company, none of which included standstill provisions. During that time and as a result of, among other things, Allego's financial and operating results for the third quarter of 2023, as well as Allego's declining share price, the willingness of the Potential Financing Parties to provide commitments of initial capital and/or preferred equity decreased. Only one Potential Financing Party remained actively engaged, but its proposal decreased from a US$150 million commitment at closing to a US$100 million commitment, which would not provide the Company's desired certainty to fully fund its business plan until its projected financial results would be cash-flow positive.

In early March 2024, representatives of AP Spartan Energy Holdings III, L.P., AP Spartan Energy Holdings III (PPW), LLC and AP Spartan Energy Holdings III (PIPE), LLC (collectively the "*Apollo Fund*") contacted representatives of Parent to discuss their shared interest in the Company, and in mid-March 2024 the parties held this discussion. In this discussion, the Apollo Fund generally introduced the idea of a potential take-private transaction involving the Company as a beneficial option for the Company and expressed general support for maintaining its investment in the Company following such potential take-private transaction, and Parent did not

express a view as to the idea of a take-private transaction and did not mention its consideration of proposing a delisting of the Company.

On March 28, 2024, Purchaser submitted an unsolicited confidential proposal to the Board to acquire all of the Shares it did not already own through a tender offer at a price of US$1.40 per Share (representing a 5% premium to the closing price of US$1.33 per Share on March 27, 2024 and a 42% premium to the Company's trailing 90-day volume-weighted average price), comprising part of a broader proposal providing for de-listing the Shares from the NYSE and de-registering the Shares under the Exchange Act (the "*Initial Proposal*"). The Initial Proposal provided (1) there would be no financing condition associated with the transaction, (2) there would be no minimum tender condition or regulatory approval condition for the proposed tender offer and (3) all holders of Shares who did not want to tender their Shares could continue to hold Shares in the private company that would exist following the delisting and deregistration. The Initial Proposal did not include or reference any sources of Purchaser's financing for either the tender offer consideration or funding for Allego's business plan, nor any rights for liquidity on a post-closing basis for non-tendering shareholders. Later that same day, Purchaser reached out to the Apollo Fund to advise them of the submission of the Initial Proposal and to enter into appropriate confidentiality arrangements to permit further discussions between Purchaser and the Apollo Fund regarding the Initial Proposal to the extent desirable.

On April 2, 2024, the Board held a special meeting via videoconference, which was attended by representatives of NautaDutilh N.V. ("*NautaDutilh*") and Weil, Gotshal & Manges LLP ("*Weil*"), Allego's respective Dutch and U.S. legal counsels, to discuss process and next steps regarding the Initial Proposal. The representatives of NautaDutilh discussed with the Board their fiduciary duties under Dutch law, including in connection with evaluating a proposal made by a controlling shareholder with representatives on the Board. As a result of conflicts of interest of certain members of the Board in connection with evaluating the Initial Proposal, the Board formed an Independent Transaction Committee consisting of Christian Vollmann, Patrick Sullivan and Ronald Stroman, each of whom was an independent director and disinterested in the transactions proposed in the Initial Proposal. The Independent Transaction Committee was vested with the power to commence, manage and supervise a process to solicit and evaluate Purchaser's proposal and alternative business proposals aimed at furthering the sustainable success of Allego's business and creating long-term value for Allego's shareholders and other stakeholders. Following the establishment of the Independent Transaction Committee, the directors not on the Independent Transaction Committee departed the meeting, and the Independent Transaction Committee discussed next steps with the representatives of NautaDutilh and Weil, including with respect to the selection of independent financial advisors for the Independent Transaction Committee, as well as an initial evaluation of the terms of the Initial Proposal.

On April 4, 2024, the Independent Transaction Committee held a meeting via videoconference, which was attended by representatives of NautaDutilh, Weil and Citi, to discuss in more detail with Citi the status of the on-going financing transaction discussions with the Potential Financing Parties, as well as any other indications of interest in a financing transaction that might be forthcoming. Citi updated the Independent Transaction Committee with respect to the current status of discussions with potential financing sources, including Party A, Party B, a pension fund, Party C, a private equity fund and Party D, who had expressed an interest in potentially reengaging. Citi discussed with the Independent Transaction Committee that, in connection with its ongoing financing transaction mandate, it had previously requested interested parties provide their indications of interest prior to the upcoming regularly scheduled Board meeting on April 17, 2024. The Independent Transaction Committee discussed with Citi whether there were any additional parties that had not already been approached that should be contacted, particularly in light of receipt of the Initial Proposal, as well as the likely timetable for pursuing any such transaction, and determined that, if just looking for a financing transaction for a public company, there likely were not additional parties to approach, but that if the transaction structure changed and Allego would entertain a take-private transaction or other change-in-control transaction, then there might be additional parties who would express interest. The Independent Transaction Committee then discussed with the representatives of NautaDutilh, Weil and Citi initial views with respect to the Initial Proposal, including (1) the low premium represented by the terms, (2) the fact that Purchaser was not intending to initiate buy-out

proceedings of any shareholder who did not tender in the tender offer, but had not provided any means of future liquidity opportunities for such shareholders, (3) the absence of any details on how Purchaser intended to finance the payment of any offer consideration, and (4) the absence of any commitment to fund the Company's business plan. The Independent Transaction Committee requested that the representatives of NautaDutilh, Weil and Citi prepare an initial set of clarifying questions to provide to Purchaser to better understand the terms of their offer, while Citi would continue to progress the existing discussions with the Potential Financing Parties, and seek to determine whether, in connection with their upcoming proposal submissions, any would be interested in acquiring the Company in full or in a delisting transaction.

On April 6, 2024, counsel for Party A contacted representatives of Weil to discuss certain legal and structural matters that Party A was considering in advance of potentially submitting a proposal for a business combination with the Company. No economic terms were discussed during that call, but counsel for Party A indicated that any proposal from Party A would likely require a significant roll-over of equity from Purchaser in the post-transaction company.

On April 8, 2024, the Independent Transaction Committee held a meeting via videoconference, which was attended by representatives of management, to discuss potential independent financial advisors. Following discussion, the Independent Transaction Committee determined to reach out to two additional firms with expertise in the electric vehicle charging industry and solicit proposals from them.

On April 12, 2024, the Independent Transaction Committee held a meeting via videoconference, which was attended by representatives of Citi, NautaDutilh and Weil, to discuss updates regarding discussions with Parties A, B and C, as well as next steps with respect to the Initial Proposal. Citi discussed with the Independent Transaction Committee that (1) Party A was continuing to do due diligence, but appeared to be preparing an offer that would provide new equity funding for the Company, but also require a significant equity rollover from Purchaser, and representatives from Weil discussed with the Independent Transaction Committee that such a structure was consistent with the discussions they had had with representatives of Party A's counsel, (2) Party B was continuing to evaluate its proposal and expected to submit a proposal within the next few days and (3) current discussions with Party C indicated that they would similarly be making an offer that would require significant continued ownership by Purchaser, as well as an equity commitment with respect to Allego's funding needs. Party D had informed Citi that it was still discussing matters internally and would reconvene in due course, but never reverted to Citi or the Company. The Independent Transaction Committee then discussed with the representatives of NautaDutilh, Weil and Citi next steps with respect to the Initial Proposal, and requested that Citi contact Morgan Stanley to seek clarification on key questions arising from the Initial Proposal, including how Purchaser proposed funding both the tender offer and Allego's business plan, how it had determined the offer price set forth in the Initial Proposal, and what its plans were with respect to post-closing governance and liquidity rights for shareholders who did not tender their shares.

On April 15, 2024, Party B submitted to the Independent Transaction Committee anon-binding indicative offer for a potential investment in Allego for an aggregate amount of EUR 505 million for the purpose of de-listing the Company and fully funding its business plan (the "*Party B Proposal*"). Specifically, the Party B Proposal provided that Party B (1) would acquire 66.7% of the Shares held by E8 and all of the outstanding Shares not owned by Purchaser or E8, in a transaction led by Purchaser, E8 and Party B, and (2) commit EUR 350 million of additional equity or quasi-equity financing (primary capital) to fund Allego's capital expenditure needs through December 31, 2027. Party B indicated it was also willing to fund an additional EUR 100 million if Allego's future development so required. The Party B Proposal reflected that the price per Share of both the share acquisitions, as well as any such equity commitment, was US$2.53 per Share and that it expected governance and liquidity terms to be commensurate with those of a co-controlling shareholder. As a result, Party B sought to prioritize a discussion with Purchaser and work to immediately agree on terms of a shareholder agreement.

Also on April 15, 2024, representatives of Citi and Morgan Stanley discussed Allego's initial questions regarding the Initial Proposal, and Morgan Stanley indicated that Purchaser would revert with its responses in due course.

On April 16, 2024, Purchaser submitted to the Independent Transaction Committee responses to the Independent Transaction Committee's questions regarding the Initial Proposal (the "*Responses*"). With respect to the questions regarding funding, Purchaser reiterated its historical support of Allego's funding needs since its initial investment in 2018, that it was committed to continue supporting Allego's platform once it was private, that it did not need third party capital to fund Allego's business and, once private, Purchaser had the ability to invest to support the roll-out of Allego's business plan, but did not include any specific funding commitments with respect to Allego's business. Purchaser did confirm that it had sought and received credit approval from its lenders to fund any offer consideration required. The Responses also clarified that its US$1.40 offer price took into account, among other things, the fact that Allego's share price had declined significantly over the preceding 6-12 months, that Allego had limited liquidity and that such price represented a significant premium to then-current share prices. In addition, the Responses confirmed Purchaser (1) would not initiate buy-out proceedings for any shareholders who wanted to remain invested in the Company, (2) did not intend to propose changes to the Board after the delisting and (3) would be open to discussing with the Independent Transaction Committee preferred access to liquidity for non-tendering holders post-closing.

On April 17, 2024, the Independent Transaction Committee held a meeting via videoconference, which was attended by representatives of NautaDutilh and Weil, to discuss the Responses and next steps with respect to Purchaser's offer, as well as selecting an independent financial advisor to advise the Independent Transaction Committee.

On April 17, 2024 and April 18, 2024, the Board held its regularly scheduled meetings, during which there were no discussions of a potential transaction with Purchaser or the ongoing efforts to secure financing transactions.

On April 18, 2024, the Independent Transaction Committee, together with representatives of NautaDutilh and Weil, met with representatives of UBS Securities LLC ("*UBS*") to discuss engaging UBS as an independent financial advisor to the Independent Transaction Committee. Following UBS's presentation to the Independent Transaction Committee, the Independent Transaction Committee determined to engage UBS as its independent financial advisor as a result of, among other things, UBS's reputation, qualifications, experiences in financing transactions, and mergers and acquisitions in the electric vehicle charging industry and familiarity with Allego and the industry in which Allego operates, which engagement was subsequently formalized in an engagement letter dated June 5, 2024. The Independent Transaction Committee also determined that Citi would continue to liaise directly with Parties A, B, C and D to ensure a smooth and efficient process, but that UBS would liaise with Citi on behalf of the Independent Transaction Committee.

On April 19, 2024, the Independent Transaction Committee held a meeting via videoconference, which was attended by representatives of NautaDutilh and Weil, to discuss next steps with respect to the Party B Proposal and, in particular, Party B's expectation of having discussions with Purchaser quickly to determine whether Purchaser would be amenable to such a transaction and partnership with Party B. Following discussion, the Independent Transaction Committee determined that Citi should engage with Party B, provide it with certain additional diligence materials, including an updated business plan and forecasted financial information reflecting the Company's actual financial performance for 2023 (which forecasts are the Financed Forecasts, that are described in more detail under the heading "*Item 4. The Solicitation or Recommendation—Certain Prospective Financial Information*" in this Schedule 14D-9) and, subject to Party B reconfirming the terms of its proposal following that additional diligence, would facilitate a discussion with Purchaser. The Independent Transaction Committee also determined that Citi should contact Party A and Party C to inform them that the Independent Transaction Committee was in receipt of transaction proposals and was evaluating them, so if they wanted to submit proposals to the Independent Transaction Committee, they should do so quickly. Party C was subsequently provided the Financed Forecasts.

On April 22, 2024, representatives of Citi relayed the message to representatives of Party B, who agreed to have a diligence session with management and receive the updated financial information, but emphasized that it was critical from their perspective to directly connect with Purchaser quickly, as they wanted to ensure there was alignment on their proposal before they were willing to engage with advisors and increase their expenditures.

On April 26, 2024, representatives of Citi and management held a diligence call with representatives of Party B and discussed, among other things, the Company's financial performance for fiscal year 2023 and the capital needs of Allego's business plan. The representatives of Party B informed Citi and management that they would review the additional information and revert.

On April 30, 2024, the Independent Transaction Committee held a meeting via videoconference, which was attended by representatives of UBS, NautaDutilh and Weil, to discuss feedback that had been received from Parties A, B and C. The representatives of UBS discussed with the Independent Transaction Committee that management had held two meetings with Party B, centered around the impact of the shortfall in charging station deployment in 2023 and the impact that would have on Allego's business plan. The representatives of UBS also discussed with the Independent Transaction Committee the fact that Party A had informed Citi that, as a result of the impact of the Company's 2023 financial performance on its business plan, as well the Company's potential challenges with covenant compliance in its financial instruments, Party A would not be submitting a proposal. In addition, representatives of UBS informed the Independent Transaction Committee that Party C had reconfirmed to Citi that it intended to submit a proposal within the week. In order for the Independent Transaction Committee to evaluate the Initial Proposal and each other proposal received from Party B or Party C, the Independent Transaction Committee discussed with representatives of UBS, NautaDutilh and Weil that management should prepare a standalone business plan in which no financing transaction was consummated, so that the Independent Transaction Committee could compare any proposals to such business plan.

On May 3, 2024, following entry into a standard non-disclosure agreement and consistent with discussions between the parties in April, Purchaser sent to the Apollo Fund a draft of a simple agreement pursuant to which the Apollo Fund would commit not to tender its Shares in the Offer. Thereafter, from time to time throughout May and the first half of June 2024, representatives of Purchaser and the Apollo Fund discussed and negotiated the terms of the Non-tender Agreement and the Apollo Fund's rights as a minority equityholder following the closing of the proposed transaction.

On May 6, 2024, Party B submitted to the Independent Transaction Committee an updated non-binding indicative offer (the "*Revised Party B Proposal*"). Specifically, following review and analysis of the additional due diligence and management access given to Party B since delivery of the Party B Proposal, the Revised Party B Proposal reflected a per Share price of US$2.38, rather than US$2.53 (which represented a premium of 86% from the closing share price on May 3, 2024), which resulted in a total commitment of EUR 494 million, rather than EUR 505 million, with all other terms of the Party B Proposal remaining unchanged. The Revised Party B Proposal reiterated Party B's request that it be allowed to engage with Purchaser and E8 in a short timeframe to find a common position for the key terms of the anticipated shareholders' agreement, as its offer was conditioned both on a co-control structure with Purchaser following closing, as well as E8 being willing to sell the requested Shares.

On May 8, 2024, the Independent Transaction Committee held a meeting via videoconference, which was attended by representatives of UBS, NautaDutilh and Weil, to discuss, among other things, management's standalone projections prepared to reflect no additional funding, as well as the Revised Party B Proposal. The Independent Transaction Committee discussed the updated business plan with the representatives of UBS and, following deliberation and discussion, determined that UBS would have a follow-up discussion with management to better understand certain assumptions, including as to the impact to the business plan of Project Faolan, a commercial project in discussion between Allego and Purchaser that would enable Allego, through its affiliate, to develop, operate and maintain certain charging sites in Germany, as well as the implied market share gains that the Company projected in the medium and long term (the financial forecasts related thereto are referred to as the Standalone Forecast and are described in more detail under the heading "*Item 4. The Solicitation or Recommendation—Certain Prospective Financial Information*" in this Schedule 14D-9). The Independent Transaction Committee then discussed with the representatives of UBS, NautaDutilh and Weil the Revised Party B Proposal, including the fact that Party B had reconfirmed a per Share value of US$2.38, and that Party B was highly focused on direct engagement with Purchaser regarding its offer. The Independent Transaction Committee discussed and considered the valuation of Allego implied by the Revised Party B

Proposal, the benefits and risks of such a potential transaction, including as compared to other potential transactions and Allego's ability to continue to execute its business plan, the ability to consummate such a transaction if Purchaser was not supportive and next steps in respect of engagement with Purchaser regarding the Revised Party B Proposal. Following discussion and deliberation, the Independent Transaction Committee directed UBS to continue to push Morgan Stanley on the open points in Purchaser's proposal regarding specificity around its plans for minority shareholders and a commitment to fund Allego's business plan, while also remaining engaged with Party B, but waiting to facilitate discussions between Party B and Purchaser until Party C's proposal has been received, which Party C continued to indicate would be delivered shortly, to be better able to present available alternatives.

On May 10, 2024, the Independent Transaction Committee held a meeting via videoconference, which was attended by representatives of UBS, NautaDutilh and Weil, to discuss the standalone "no funding" business plan and the communications with Parties B and C and Purchaser. Following discussion and deliberation, the Independent Transaction Committee directed UBS to work with management to refine the standalone business plan to assume, no new financing being obtained so that the plan reflects just the Company's projections on a standalone basis and growing only through cash flow from its own operations with implied medium and long term market share developments in line with the adjusted growth. The representatives of UBS then discussed with the Independent Transaction Committee that there was a call scheduled with Morgan Stanley for the following day to discuss Purchaser's proposals for funding the business plan and plans for minority shareholders, with the expectation that there would then be a meeting with Purchaser the following week. Following discussion and deliberation, since a proposal from Party C was still expected, the Independent Transaction Committee determined to wait to receive and evaluate that proposal before connecting Party B with Purchaser so as to be able to discuss all the available alternatives with Purchaser.

On May 13, 2024, Party C provided a high-level proposal indicating that it believed Allego should be delisted but had not settled on an offer price and was interested in exploring a transaction where all new charging sites would be developed through a new special purpose vehicle into which Party C would invest US$400 million in exchange for majority ownership in that vehicle (the "*Party C Proposal*"). The Party C Proposal also indicated that Party C's capital would not be used to repay Allego's existing debt, but above a certain internal rate of return threshold, it was open to sharing with Allego the upside of economics at the new special purpose vehicle, while also paying Allego a fee to operate and maintain the sites.

Later on May 13, 2024, the Independent Transaction Committee held a meeting via videoconference, which was attended by representatives of UBS, NautaDutilh and Weil, to discuss current communications with Purchaser, Party B and Party C. After discussion and deliberation, during which the Independent Transaction Committee discussed with its advisors the fact that the concept of the Party C Proposal did not address a number of issues facing the Company, including its leverage levels, and did not provide sufficient details to fully analyze the proposal, the Independent Transaction Committee directed UBS to ask Citi to request further details on key points from Party C. The Independent Transaction Committee also requested that UBS provide an update to the Independent Transaction Committee following the call that had been scheduled with Purchaser and Morgan Stanley for May 16, 2024 in order to receive the answers to the questions discussed at the May 8, 2024 Independent Transaction Committee meeting. In addition, the Independent Transaction Committee instructed its advisors to provide Purchaser with the Party B Proposal and the Revised Party B Proposal, given Party B's insistence on confirming alignment with Purchaser before it was willing to move forward. On May 16, 2024, the Company's financial advisor relayed the communication to Party C.

On May 16, 2024, representatives of UBS discussed with representatives of Purchaser and Morgan Stanley questions that the Independent Transaction Committee had with respect to the terms of the Initial Proposal, including seeking clarity on Purchaser's plans to fund Allego's business plan and plans regarding minority shareholders. During that discussion, Purchaser reconfirmed (1) it had obtained confirmed funding to pay the offer consideration to any shareholders who wanted to participate in the tender offer, (2) it did not contemplate any buy-out proceedings or other squeeze-out transactions for minority shareholders and (3) it was open to

discussing certain future minority exit or liquidity rights, including preemptive rights, no restrictions on transfer, a commitment to run a best efforts sale process for minority shareholders two years following the closing, and a priority tag right for holders of less than 5% of Allego's share capital. In addition, during the discussion, representatives of Purchaser confirmed that they were willing to underwrite up to EUR 300 million in equity or equity-like financing from the Meridiam Fund, which should enable the Company to then utilize the EUR 150 million accordion feature under its existing credit facility and, as a result, obtain the full financing required by its business plan (collectively, the "*May 16 Proposal*").

On May 17, 2024, the Independent Transaction Committee held a meeting via videoconference, which was attended by representatives of UBS, NautaDutilh and Weil, to discuss the May 16 Proposal. The representatives of UBS discussed the details of the May 16 Proposal with the Independent Transaction Committee, including the fact that Purchaser was open to discussing minority shareholder protections around governance and future liquidity, and the development regarding a willingness to commit to funding what Purchaser understood to be the amount needed to fund Allego's business plan. The Independent Transaction Committee also discussed with its advisors next steps with respect to responding to Purchaser. Following discussion and deliberation, the Independent Transaction Committee instructed its advisors to prepare a proposal regarding minority shareholder protections and to have Allego management provide Purchaser with the updated business plan that had also been shared with Party B, so that Purchaser's funding commitment would align with the needs set forth in that plan.

On May 19, 2024, Purchaser submitted a response to the Independent Transaction Committee regarding its review of the Party B Proposal and the Revised Party B Proposal, in which it informed the Independent Transaction Committee that it strongly believed in the growth potential of Allego and, as such, in its capacity as a shareholder of Allego was not interested in selling its Shares, nor was it interested in entertaining any proposals to partner with third parties in connection with an investment to fund the business plan (the "*May 19 Position*"). Instead, as communicated in the May 16 Proposal, it is willing to devote more resources and capital so long as Allego would delist and remain a private company. Purchaser also highlighted certain concerns associated with the Revised Party B Proposal, including the fact that, under commercial arrangements entered into with E8, E8 would receive a significant portion of the funds being committed by Party B, whereas the terms of the May 16 Proposal would trigger no such payment, and the Company would receive the entirety of the committed funds. In addition, Purchaser requested a formal response to the May 16 Proposal by May 28, 2024.

On May 22, 2024, the Independent Transaction Committee held a meeting via videoconference, which was attended by representatives of UBS, NautaDutilh and Weil, to discuss the May 19 Position and the path forward with respect to both Party B and Purchaser. In particular, the Independent Transaction Committee discussed with its advisors the fact that the May 19 Position would likely render impossible any alternative transaction, as no potential acquirer would be willing to sign a transaction agreement with a company that has a controlling shareholder, if that shareholder was not supportive of the transaction. The Independent Transaction Committee and its advisors then discussed the fact that there were upcoming calls scheduled between NautaDutilh, Weil and AOS, to discuss the structure of the May 16 Proposal, as well as a call between UBS and Morgan Stanley to better understand the valuation proposed by Purchaser, and that the Independent Transaction Committee's advisors were working on a proposal for minority shareholder protections to be presented to Purchaser. In addition, after discussion and deliberation, the Independent Transaction Committee directed its advisors to inform Party B that Purchaser had informed the Independent Transaction Committee that it was not a seller and was not interested in entertaining any proposals to partner with third parties in connection with this investment and, instead, was securing funding for the Company on its own. Shortly following the meeting, at the Independent Transaction Committee's direction Citi conveyed such message to Party B.

On May 23, 2024, representatives of UBS and Morgan Stanley had a call to discuss, among other things, the financial model and valuation methodologies being used by Purchaser, and on May 24, 2024, representatives of AOS and representatives of NautaDutilh and Weil had a call to discuss, among other things, clarifications regarding certain of the terms of the May 16 Proposal.

On May 27, 2024, the Independent Transaction Committee held a meeting via videoconference, which was attended by representatives of UBS, NautaDutilh and Weil, to discuss a response to the May 19 Position. The Independent Transaction Committee discussed with its advisors the draft term sheet that had been prepared to send to Purchaser providing, among other things, a commitment by the Meridiam Fund of at least EUR 300 million to purchase equity in the Company at the same price Purchaser was offering to holders of Shares in the tender offer, and certain governance and post-closing liquidity rights for shareholders who did not tender their Shares, including maintaining the current Board composition, including at least three independent directors, customary lock-up provisions for Purchaser, priority tag-along rights for minority shareholders (whereby they could sell all their Shares in event of a full or partial sale by Purchaser of its Shares) and an annual put right for minority shareholders at fair market value (determined by reference to the higher of (1) the highest per Share price implied by any capital raising or secondary transaction in the preceding year and (2) the price per Share implied by Parent's investment in Allego and reported to its limited partners). The Independent Transaction Committee also discussed with its advisors the strategy with respect to increasing the per Share price of Purchaser's offer, particularly in light of the Revised Party B Proposal and the fact there were likely to be shareholders who would not be able to remain invested in a private Dutch company. Following discussion and deliberation, the Independent Transaction Committee instructed its legal advisors to send the draft term sheet to AOS, and instructed UBS to discuss valuation with Morgan Stanley. Following the Independent Transaction Committee meeting, representatives of NautaDutilh sent the term sheet to AOS.

Also on May 27, 2024, Party C provided Citi certain responses to the clarifying questions previously asked of them, but acknowledged that it had not yet conducted full due diligence. Party C also indicated its desire that Purchaser and E8 roll over their interests in the Company to the greatest degree possible and an expectation of co-control in the structure. Following receipt of those responses, and in light of the May 19 Position, no further discussions were had with Party C.

On May 29, 2024, representatives of UBS and Morgan Stanley had a call to discuss, among other things, the valuation methodology that had been used to provide the US$1.40 per Share offer price provided in the Initial Proposal and the diligence information that had been provided to Party B that supported the Revised Party B Proposal, which reflected a superior valuation to Purchaser's proposal. The representatives of Morgan Stanley agreed that they would review the additional diligence material, although they noted that the Revised Party B Proposal had been a non-binding initial indication of interest that still required significant time and due diligence and there was no certainty of ultimate value.

On May 30, 2024, AOS sent a revised draft of the term sheet to NautaDutilh and Weil reflecting, among other things, (1) a commitment by the Meridiam Fund of up to EUR 300 million, but not committing to that amount being invested in equity of the Company (and, instead, indicating it could be a convertible mezzanine instrument), (2) an agreement to maintain the Company's existing Board and governance structure, and (3) certain liquidity rights for minority shareholders who held less than 5% of the outstanding Shares, including no restrictions on selling their Shares following closing, a priority tag-along right in the event of sales of Shares by Purchaser and a commitment to have the Company organize a minority or partial sale process on a "best efforts" basis within the following two years, with priority given to such minority shareholders (the "*May 30 Proposal*"). Purchaser and its representatives confirmed that they would not entertain a "put" right for the benefit of minority shareholders. At the same time, AOS also sent an initial draft of a transaction framework agreement.

On May 31, 2024, the Independent Transaction Committee held a meeting via videoconference, which was attended by representatives of UBS, NautaDutilh and Weil, to discuss the May 30 Proposal, including that (1) the May 30 Proposal included a commitment of "up to" EUR 300 million, rather than "at least" EUR 300 million, which would be what was needed in order to fund Allego's business plan, (2) such amount could be funded through mezzanine funding, rather than an equity purchase, but that the May 30 Proposal did not include specifics as to the terms and dilutive effects of such financing, (3) Purchaser stated it would not entertain a put right and the implications of that for minority shareholders, and (4) Purchaser maintained its perspective that the minority shareholder protections only applied to holders of less than 5% of the Company's share capital.

Following discussion and deliberation, the Independent Transaction Committee determined that Purchaser needed to confirm the amount of its equity commitment and the material terms thereof so it could be fully evaluated, as well as to address the issue of an "interim" liquidity opportunity for minority shareholders if they were not willing to include a put right. Following the meeting, Mr. Vollmann communicated the same to Purchaser, and a call was scheduled between the members of the Independent Transaction Committee and representatives of Purchaser for June 4, 2024.

On June 4, 2024, the members of the Independent Transaction Committee and Messrs. Emmanuel Rotat, Partner and Chief Financial Officer of Parent and Guyve Sardari, Partner and Executive Director of Parent met to discuss the terms of the May 30 Proposal. During the discussion, the members of the Independent Transaction Committee conveyed the importance of (1) improving the US$1.40 per Share offer, as it did not reflect sufficient value for shareholders, (2) providing clarity around the amount, terms and structure of the equity commitment being made by Purchaser and (3) ensuring minority shareholders have an organized liquidity opportunity prior to the time Purchaser decides to sell its Shares.

On June 6, 2024, Purchaser conveyed an updated proposal to the members of the Independent Transaction Committee reflecting, among other things, (1) a commitment of EUR 310 million to provide equity or equity-like funds, in addition to a funding commitment in respect of Project Faolan, conditioned on the delisting of the Company, to be available in three tranches (at least EUR 150 million in 2024, at least EUR 150 million in 2025 and the balance in 2026), (2) the financing instrument would qualify as equity for the Company's credit facilities but would take the form of a convertible bond, with interest to be paid in kind (not cash), with the maturity being 5 to 7 years and the Meridiam Fund having the option to convert the instrument into Shares at a 10% discount to a third party valuation, with an option for the Company to redeem early after three years and the possibility to repay in cash if a minimum IRR is guaranteed to Purchaser and / or redeem at maturity either in cash or Shares with a minimum IRR guaranteed to Purchaser, (3) the minority shareholder protections would not apply to existing shareholders that currently held in excess of 5% of the outstanding Shares and would include, in addition to no restrictions on transfer and priority tag-rights, a firm commitment to organize an auction process within 18 months following the closing of the transactions, and Purchaser would commit to sell its Shares to the extent required for the auction to be able to sell a minimum of 5% of Allego's share capital, and the organization of another liquidity event before December 31, 2027, with priority rights for minority shareholders. and (4) an increased offer price for the tender offer of US$1.50, representing a 100% premium to the closing share price as of June 5, 2024 (collectively, the "*June 6 Proposal*"). Following delivery of the June 6 Proposal, the members of the Independent Transaction Committee and Messrs. Rotat and Sardari discussed the terms of the June 6 Proposal, and clarified, among other things, that the PIK interest rate applicable to the convertible bonds would be 15% with a conversion option for Purchaser at a 10% discount to a third party valuation (in case of a liquidity event), with a resulting IRR of 15% if paid in cash and that Purchaser was confirming the status and timing of Project Faolan to see whether the financing commitment for that project could be accelerated.

Later on June 6, 2024, the Independent Transaction Committee held a meeting via videoconference, which was attended by representatives of UBS, NautaDutilh and Weil, to discuss the June 6 Proposal and subsequent call with Messrs. Rotat and Sardari, including the disparate treatment of minority shareholders, the terms of the financing proposed and the belief that US$1.50 per Share, while representing a meaningful premium to the current Share price, still did not represent sufficient value for shareholders, particularly those who would not be able to or who would not want to remain invested in Allego as a private Dutch company.

Later on June 6, 2024, Purchaser provided an additional update to the June 6 Proposal, which involved a commitment for Project Faolan to be executed between signing and closing of the transactions contemplated by the June 6 Proposal to provide immediate liquidity for Allego, and that there would be no restrictions on the minority shareholders who would receive the benefit of the liquidity rights following closing.

On June 7, 2024, the Independent Transaction Committee held a meeting via videoconference, which was attended by representatives of UBS, NautaDutilh and Weil, to discuss the updates provided by Purchaser on its

June 6 Proposal, including the terms of the financing offered by Purchaser, and how they compared to proposals Allego had received the prior year when soliciting financing alternatives, the continued belief that US$1.50 did not represent sufficient value for shareholders, as well as the meaningful improvements that had been made by Purchaser in terms of providing liquidity rights to minority shareholders following the closing. Following discussion and deliberation, the Independent Transaction Committee determined it would revert to Purchaser with a counterproposal to increase its offer price to US$1.70 per share. Shortly following the meeting, the members of the Independent Transaction Committee conveyed the same to Purchaser.

Later on June 7, 2024, Purchaser informed the members of the Independent Transaction Committee that it was willing to accept the counterproposal of an offer price of US$1.70, so long as both parties committed to working quickly towards execution of definitive documents, with an aim of announcing a transaction on June 14, 2024, particularly in light of the Company's liquidity needs.

On June 8, 2024, the Independent Transaction Committee held a meeting via videoconference, which was attended by representatives of UBS, NautaDutilh and Weil, to discuss the next steps and process associated with moving forward with Purchaser's offer.

On June 9, 2024, AOS sent to NautaDutilh and Weil an updated draft of the transaction framework agreement which, among other things, (i) did not provide for the commitment to fund Project Faolan, (ii) did not include a requirement to maintain independent directors on the Board following closing, (iii) did not provide for the maintenance of the minority shareholder protections in the event Purchaser sold all or substantially all its shares or all or substantially all the assets of Allego, (iv) included a provision that if the Independent Transaction Committee changed its recommendation with respect to the transaction, Allego could terminate the agreement so long as it had provided Purchaser with certain matching rights and paid a termination fee (the amount to be determined), (v) provided that the convertible bonds would have compounding interest and (vi) did not include the ability of minority shareholders to enforce their minority shareholder protections.

On June 11, 2024, the Independent Transaction Committee held a meeting via videoconference, which was attended by representatives of UBS, NautaDutilh and Weil, to discuss the revised draft transaction framework agreement prepared by NautaDutilh and Weil and, following discussion and deliberation, authorized NautaDutilh and Weil to finalize their comments to the draft transaction framework agreement and distribute it back to Purchaser and AOS.

Later on June 11, 2024, Weil sent to AOS a revised draft transaction framework agreement which, among other things, (i) provided for the commitment to fund Project Faolan, (ii) included a requirement to maintain at least three independent directors on the Board following closing, (iii) provided for the maintenance of the minority shareholder protections in the event Purchaser sold all or substantially all its shares or all or substantially all the assets of Allego, (iv) removed the ability of the Company to terminate the agreement in the event of a superior proposal and the right of Purchaser to receive a termination fee, (v) provided that the convertible bonds would not have compounding interest and (vi) included the ability of minority shareholders to enforce their minority shareholder protections.

On June 12, 2024, the Board held an informal update call, which representatives of Weil and NautaDutilh attended, to provide an update to the Board on the process of moving forward with potentially announcing a transaction, as well as the approvals that would be required. This meeting was held for informational purposes only. Although certain questions were raised by Board members, which were answered by legal counsel, no deliberations or decision-marking occurred.

From June 12, 2024 to June 15, 2024, representatives of AOS, NautaDutilh, Weil, Purchaser and the Independent Transaction Committee worked to resolve the open points in the draft transaction framework agreement.

On June 14, 2024, in connection with executing Project Faolan, the Meridiam Fund caused a special purpose vehicle that is wholly-owned by Parent to enter into a Development and Installation Contract and an Operation

and Maintenance Agreement with an affiliate of Allego in order for such affiliate to develop, operate and maintain certain charging sites in Germany in connection with Project Faolan.

On June 16, 2024, the Independent Transaction Committee held a meeting by videoconference, which was attended by representatives of UBS, NautaDutilh and Weil. During the meeting, the Independent Transaction Committee and its financial and legal advisors reviewed the history of negotiations with Purchaser and the terms of the draft transaction framework agreement, which had been circulated to the Independent Transaction Committee in advance of the meeting. Representatives of UBS reviewed with the Independent Transaction Committee UBS's financial analyses of the offer consideration provided for in the proposed transaction framework agreement. Thereafter, representatives of UBS rendered UBS's oral opinion, which was subsequently confirmed by delivery of its written opinion, to the Independent Transaction Committee on June 16, 2024, that, as of the date of such opinion and based upon and subject to the assumptions, limitations, qualifications, conditions and other matters described in its opinion, the offer consideration provided for in the transaction framework agreement is fair, from a financial point of view, to holders of Shares (other than Purchaser and its affiliates). For more information, see Item 4 under the heading "*Opinion of the Independent Transaction Committee's Financial Advisor*".

Following further discussion and deliberation, including taking into account the factors described below in greater detail in Item 4 under the heading "*Reasons for the Offer and the Transactions; Fairness of the Offer and the Transactions*" the Independent Transaction Committee unanimously recommended to the Board to (a) determine that, on the terms and subject to the conditions set forth in the transaction framework agreement, the transactions contemplated thereby are in the best interest of the Company and its business and promote the sustainable success and the sustainable long-term value creation of the Company's business, having taken into account the interests of its stakeholders (including the Unaffiliated Shareholders), (b) approve the execution of the transaction framework agreement by the Company and the performance by the Company of its obligations thereunder and (c) resolve, that the Company pursue the transactions on the terms and subject to the provisions of the transaction framework agreement.

On June 16, 2024, following the Independent Transaction Committee meeting, the Board held a meeting by videoconference, which was attended by representatives of UBS, NautaDutilh and Weil. During the meeting, the Independent Transaction Committee's financial and legal advisors reviewed the history of negotiations with Purchaser and Mr. Vollmann informed the Board that the Independent Transaction Committee had resolved to recommend to the Board that it approve the transactions contemplated by the Transaction Framework Agreement. Representatives of UBS informed the Board that it had provided its oral opinion to the Independent Transaction Committee, which would be subsequently confirmed by delivery of its written opinion, that, as of the date of such opinion and based upon and subject to the assumptions, limitations, qualifications, conditions and other matters described in its opinion, the offer consideration provided for in the Transaction Framework Agreement is fair, from a financial point of view, to holders of Shares (other than Purchaser and its affiliates). Representatives of NautaDutilh then reviewed with the Board their fiduciary duties in the context of their consideration of the potential transaction, including in respect of any actual or potential conflicts of interest that might arise. Representatives of NautaDutilh then reviewed with the Board the principal terms of the draft Transaction Framework Agreement, which had been provided to the Board in advance of the meeting. Following that review, the Recused Directors recused themselves from the discussions and deliberations of the Board, and the representatives of UBS also departed the meeting. The Board then discussed with the remaining members of the Board, which were the same individuals comprising the Independent Transaction Committee, the rationale for the potential transaction, the valuation implied by the offer consideration, the ability of shareholders to participate in the value and opportunities of the Company after the tender offer if they chose not to tender their Shares, the minority shareholder protections that had been negotiated for the benefit of those shareholders, and the risks associated with consummating the potential transaction.

Following further discussion and deliberation, including taking into account the factors described below in greater detail in Item 4 under the heading "*Reasons for the Offer and the Transactions; Fairness of the Offer and*

the Transactions" the Board (other than the Recused Directors) unanimously (a) determined that, on the terms and subject to the conditions set forth in the Transaction Framework Agreement, the transactions contemplated thereby are in the best interest of the Company and its business and promote the sustainable success and the sustainable long-term value creation of the Company's business, having taken into account the interests of its stakeholders (including the Unaffiliated Shareholders), (b) approved the execution of the Transaction Framework Agreement by the Company and the performance by the Company of its obligations thereunder and (c) resolved, that the Company pursue the transactions on the terms and subject to the provisions of the Transaction Framework Agreement. Thereafter the parties thereto entered into the Transaction Framework Agreement and the Non-tender Agreement.

Before the opening of financial markets in New York on June 17, 2024, Allego and Purchaser issued a joint press release announcing the execution of the Transaction Framework Agreement.

11. Purpose of the Offer and Plans for Allego

Purpose of the Offer. We proposed to the Company that the Board make a decision to pursue and effect the Delisting and Deregistration. We made the proposal as we are convinced that being a publicly traded company impedes the Company's ability to access capital it needs to continue its growth plan, and that the Delisting would enable the Company to secure access to financing at much more attractive terms and therefore de-risk (and potentially even accelerate) the execution of its growth strategy, which would be in the best interest of all stakeholders, including the Unaffiliated Shareholders.

The rationale of the Offer is that having the Company operate without a listing on the NYSE (or any other stock exchange) is better for the sustainable success of its business and long-term value creation, as the disadvantages of the listing materially outweigh the benefits and the business can more successfully focus on the long-term following the Delisting, including pursuant to the following advantages:

(a) increasing the Company's ability to achieve its strategic goals in an accelerated time frame, as opposed to being driven by short-term performance dictated by periodic reporting and market expectations;

(b) the understanding that the current listing prevents the Company from accessing the required capital to fund its growth, while the absence of the listing would allow the Company to benefit from a broader range of more favorable options to fund its development and enhance its ability to pursue and accelerate its strategy and ambitious growth plan;

(c) the ability of the Company to achieve an efficient capital structure (both from a financing and capital requirements perspective);

(d) the Delisting and Deregistration will result in cost savings;

(e) the placement of the Company in a better position to, in a private setting, compete with well-capitalized,non-listed peers; and

(f) the ability of shareholders of the Company to either (i) continue to participate as investors in the Company and benefit from enhanced value creation over time; or (ii) exit the Company with immediate liquidity at a fair value that is a premium to recent market prices for the Shares.

We are making the Offer for all Shares not already owned by Purchaser or its affiliates solely to provide an exit opportunity and immediate liquidity to Unaffiliated Shareholders that do not want to remain invested at a price that is a premium to recent market prices for the Shares before the Company effects the Delisting, which will cause the Shares to cease to be publicly traded.

As contemplated under the Transaction Framework Agreement, the Company will effect the Delisting as soon as possible after the Closing. As a result, we anticipate that there will not be an active trading market for the Shares following the Closing.

In addition, once the Shares are no longer listed on the NYSE (or any European regulated market, European multilateral trading facility or similar regulated stock exchange operating in the United States of America or elsewhere), holders of record of Shares will only be able to transfer their Shares in accordance with Dutch law, pursuant to a Dutch notarial deed.

If you sell your Shares pursuant to the Offer, you will cease to have any equity interest in the Company or any right to participate in its earnings and future growth.

Plans for the Company. The transaction reaffirms Parent's commitment to the long-term interests of the Company and its business. Following the consummation of the Offer and the Delisting, the business and operations of the Company will be continued substantially as they are currently being conducted by the management of the Company. As contemplated under the Transaction Framework Agreement, for a period of 24 months following the Delisting, unless prior approval of the Board, including the affirmative vote of at least two Disinterested Directors, is obtained, (i) Purchaser will support the current strategy of the Company and will not make substantial changes to the Company's existing business plan, (ii) Purchaser will support the Company and its subsidiaries in serving its customers existing as of the date of the Transaction Framework Agreement, and (iii) there will be no material redundancies with respect to the workforce of the Company and its subsidiaries as a direct consequence of the Transactions.

Pursuant to the Transaction Framework Agreement, upon the consummation of the Offer, the Board will be composed of nine members (one executive and eight non-executive members), comprising the members of the Board as of June 16, 2024, plus Matthieu Muzumdar. For so long as any Shares continue to be held by holders that do not tender their Shares in the Offer (each, an "*Unaffiliated Private Shareholder*" and, collectively, the "*Unaffiliated Private Shareholders*"), the Board will comprise at least three Disinterested Directors.

Also pursuant to the Transaction Framework Agreement, Parent caused one of its managed investment funds to commit to invest €310,000,000 in the Company in three tranches of equity-like financing (through the Company issuing convertible bonds to Offeror (or an affiliate of Offeror, designated for that purpose by Parent and reasonably acceptable to the Company)) on the terms and subject to the conditions set forth in the Transaction Framework Agreement. See "The Tender Offer— Section 12—The Transaction Framework Agreement; Other Agreements—*Meridiam Contribution.*"

Unless otherwise provided in the Transaction Framework Agreement, from and after June 16, 2024, and for so long as any Shares continue to be held by any Unaffiliated Private Shareholder, the affirmative vote of at least two Disinterested Directors (or the affirmative vote of one Disinterested Director if there is no more than one incumbent Disinterested Directors at that time) will be required for the following actions by the Company: (i) issuing shares or rights to subscribe for shares without offering pro rata pre-emption rights to the Unaffiliated Private Shareholders (other than shares issued pursuant to Company Equity Plans or the issuance of shares in the capital of a subsidiary of the Company solely to the Company or another subsidiary of the Company); (ii) agreeing to or entering into any transaction with Purchaser, any direct or indirect shareholder of Purchaser or any other affiliated person of Purchaser, in each case, that is not on arm's length terms; and (iii) taking any other action that prejudices the interests of, or is disproportionately adverse to, any Unaffiliated Shareholder.

Furthermore, as contemplated under the Transaction Framework Agreement, Purchaser commits to the Company that it will provide to the Unaffiliated Private Shareholders, certain liquidity arrangements, including a priority tag along right. See "The Tender Offer—Section 12—The Transaction Framework Agreement; Other Agreements—*Post-Delisting Unaffiliated Private Shareholders Liquidity Arrangements.*"

Except as provided above, we do not currently intend to propose changes to the composition of the Board or the Company's management. To the knowledge of Purchaser and Parent, except for certain agreements described in the Schedule 14D-9, no employment, equity contribution or other agreement, arrangement or understanding between any executive officer or director of the Company, on the one hand, and Parent, Purchaser or the

Company, on the other hand, existed as of the date of the Transaction Framework Agreement, and the Offer is not conditioned upon any executive officer or director of the Company entering into any such agreement, arrangement or understanding.

12. The Transaction Framework Agreement; Other Agreements.

The Transaction Framework Agreement.

The following summary of certain provisions of the Transaction Framework Agreement, and all other provisions of the Transaction Framework Agreement discussed herein, are qualified by reference to the Transaction Framework Agreement itself, which is filed as Exhibit (d)(1) to the Schedule TO filed with the SEC in connection with the Offer and is incorporated herein by reference. The Transaction Framework Agreement may be reviewed on the internet website maintained by the SEC at www.sec.gov as discussed in "The Tender Offer—*Section 8— Certain Information Concerning Purchaser and Parent." Shareholders and other interested parties should read the Transaction Framework Agreement for a more complete description of the provisions summarized below. Capitalized terms used and not otherwise defined have the respective meanings set forth in the Transaction Framework Agreement.*

This summary of the Transaction Framework Agreement has been included to provide investors with information regarding its terms. It is not intended to provide any other factual disclosures about Parent, Purchaser, the Company or their respective affiliates. The Transaction Framework Agreement contains representations, warranties, agreements and covenants that are the product of negotiations between the parties thereto and made to, and solely for the benefit of, each other as of specified dates. The assertions embodied in those representations, warranties, agreements and covenants are subject to qualifications and limitations agreed to by the respective parties and are also qualified in important part by (i) documents made publicly available by the Company on its website (including its investor website) prior to the date of the Transaction Framework Agreement and (ii) information contained in a data room made available to Purchaser and Parent prior to the date of the Transaction Framework Agreement. The representations, warranties, agreements and covenants in the Transaction Framework Agreement were made for the purpose of allocating contractual risk between the parties thereto and governing contractual rights and relationships between the parties thereto instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those relevant to security holders of Purchaser or the Company. In reviewing the representations, warranties, agreements and covenants contained in the Transaction Framework Agreement or any descriptions thereof in this Section 12, it is important to bear in mind that such representations, warranties, agreements and covenants or any descriptions thereof were not intended by the parties to the Transaction Framework Agreement to be characterizations of the actual state of facts or conditions of Parent, Purchaser, the Company or their respective affiliates. Moreover, information concerning the subject matter of the representations, warranties, agreements and covenants may have changed since the date of the Transaction Framework Agreement and may change after the date hereof, and such subsequent information may or may not be fully reflected in public disclosures. For the foregoing reasons, such representations, warranties, agreements and covenants or descriptions thereof should not be read alone and should instead be read in conjunction with the other information contained in the reports, statements and filings that Parent, Purchaser and the Company publicly file.

The Offer. Purchaser has agreed to commence (within the meaning of Rule 14d-2 promulgated under the Exchange Act) the Offer as promptly as practicable after the date of the Transaction Framework Agreement, but in no event later than July 9, 2024.

Subject to the satisfaction or waiver by Purchaser (in accordance with the applicable law) of the conditions to the Offer, Purchaser has agreed to (a) at or as promptly as practicable following the Expiration Time, irrevocably accept for payment and (b) at or as promptly as practicable following the Acceptance Time, pay for all Shares validly tendered and not properly withdrawn pursuant to the Offer as of the Acceptance Time.

Purchaser expressly reserves the right at any time, in its sole discretion, to waive, in whole or in part, any Offer Conditions and to make any change in the terms of or conditions to the Offer that is not inconsistent with the Transaction Framework Agreement, *provided that*, the Company's prior written consent is required for Purchaser to: (i) decrease the Offer Consideration (except as otherwise expressly permitted by the Transaction Framework Agreement in the event that during the period between the date of the Transaction Framework Agreement and the consummation of the Offer, any dividend or distribution is declared, made or paid or the number of outstanding Shares is changed into a different number as a result of a conversion, stock split, stock dividend or distribution, or other similar transaction); (ii) change the form of the Offer Consideration; (iii) decrease the number of Shares sought under the Offer; (iv) impose additional conditions to the Offer; (v) amend, modify or supplement any of the conditions to the Offer or terms of the Offer in a manner adverse, or reasonably expected to be adverse, to any Unaffiliated Shareholders; or (vi) terminate the Offer or accelerate, extend or otherwise change the Expiration Time, in each case, except as otherwise provided in the Transaction Framework Agreement.

Conditions to the Offer. The conditions to the Offer are described in "The Tender Offer—Section 15—Certain Conditions of the Offer."

Extensions of the Offer. In the Transaction Framework Agreement, the parties agreed that, unless extended as provided in the Transaction Framework Agreement or in accordance with applicable law, the Offer will expire at one minute after 11:59 p.m., New York City Time, at the end of the day on July 31, 2024, or such other time as the parties may mutually agree. Purchaser may extend the Offer to such other date and time as may be agreed in writing by Purchaser and the Company, and Purchaser may extend, or is required to extend the Offer in the following events:

- Purchaser will extend the Offer for any period required by any rule, regulation, interpretation or position of the SEC, the staff thereof (including in connection with the SEC's continuing review of the filings, including the Schedule TO, Schedule 13E-3 or the Schedule 14D-9), or the NYSE, applicable to the Offer or as may be required by any other court, authority or governmental entity*provided that*, Purchaser will not be required to extend the Offer beyond October 1, 2024 (the "*Long Stop Date*");
- if, at the initial Expiration Time or any subsequent time as of which the Offer is scheduled to expire, any condition to the Offer has not been satisfied or waived (to the extent such waiver is permitted by applicable laws), Purchaser may extend the Offer for one or more consecutive increments of not more than ten business days per extension (with each such period to end at one minute after 11:59 p.m. (New York City time) on the last business day of such period) (or such other duration as may be agreed in writing by Purchaser and Company) until all of the conditions to the Offer have been satisfied or waived (to the extent such waiver is permitted by applicable laws); and
- Purchaser may extend the Offer to such other date and time as may be agreed in writing by the Company.

Under no circumstance will interest be paid on the Offer Consideration in connection with the Offer, regardless of any extension of the Offer or any delay in making payment for Shares.

Financing. Prior to entering into the Transaction Framework Agreement, Purchaser provided the Company with documents evidencing Purchaser's ability to pay the maximum aggregate Offer Consideration (See The Tender Offer—Section 9—Source and Amount of Funds") and Parent has provided Company with documents evidencing that the Meridiam Fund will be able to pay the Meridiam Contribution (described below). The obtaining of any financing is not a condition to Purchaser's obligation to complete the Offer.

The Delisting and Deregistration. As contemplated under the Transaction Framework Agreement, the Company will voluntarily delist the Shares from the NYSE as soon as possible after the consummation of the Offer. As soon as possible after the Delisting, provided that the Company has fewer than 300 holders of record, the Company will deregister the Shares and the suspension of its reporting obligations under Section 15(d) under the Exchange Act. The Company will take, or to cause to be taken, all actions, and do or cause to be done all things,

reasonably necessary, proper or advisable to procure the Delisting and the Deregistration. Where reasonably necessary, proper or advisable to procure the Deregistration, Purchaser will cooperate with the Company to procure the Deregistration.

Faolan Project and Faolan Contribution. On June 14, 2024, the Meridiam Fund caused a special purpose vehicle that is (directly or indirectly) wholly-owned by Parent to enter into a Development and Installation Contract and an Operation and Maintenance Agreement with an Affiliate of the Company designated by the Company (the "*Faolan Affiliate*") in order for the Faolan Affiliate to develop, operate and maintain certain charging sites in Germany (collectively, "*Project Faolan*"). As per the contractual payment schedule of Project Faolan, the Meridiam Fund shall pay to the Faolan Affiliate (i) an amount in cash equal to EUR 25,300,000 at the closing of Project Faolan; and (ii) an amount in cash equal to EUR 20,517,400 million on September 15, 2024.

Meridiam Contribution. As contemplated under the Transaction Framework Agreement, Parent will engage with existing or potential limited partners of the various Parent funds, to discuss the possibility of such parties committing to, subject to the Delisting becoming effective, making equity or equity-like financing available to the Company. Irrespective of the outcome of those discussions, the Meridiam Fund has committed to invest EUR 310,000,000 in three tranches of equity-like financing in the Company (through the Company issuing convertible bonds to Purchaser (or an affiliate of Purchaser, designated for that purpose by Parent and reasonably acceptable to the Company)) on the terms and subject to the conditions set forth in the Transaction Framework Agreement (the "*Meridiam Contribution*" and, together with the Offer, Delisting, Deregistration and Faolan Contribution, the "*Transactions*"). The Meridiam Contribution is conditional upon the completion of the (i) Consultation Procedure (as defined below), (ii) the Delisting and (iii) adoption by the Disinterested Directors of all resolutions required to consummate the Meridiam Contribution.

The long-form documentation with respect to the Meridiam Contribution will be mutually agreed by the Disinterested Directors and Purchaser in accordance with the following time schedule:

- documentation related to the first tranche (convertible bonds with an aggregate principal amount of at least EUR 150,000,000 to be issued and subscribed and paid for by December 31, 2024) will be finalized prior to September 30, 2024;
- documentation related to the second tranche (convertible bonds with an aggregate principal amount of at least EUR 150,000,000 to be issued and subscribed and paid for by December 31, 2025) will be finalized prior to September 30, 2025;
- documentation related to the third tranche (convertible bonds with an aggregate principal amount of EUR 310,000,000 less the aggregate principal amounts of the first tranche and the second tranche to be issued and subscribed and paid for by December 31, 2026) will be finalized prior to September 30, 2026.

Absent an agreement between the Disinterested Directors and Purchaser to the contrary, the definitive terms and conditions of the long-form documentation for the second and third tranches of convertible bonds will be on the same terms and conditions as the first tranche of convertible bonds.

The convertible bonds (unless previously redeemed or purchased and cancelled) will be convertible, at the option of the holder of the bonds, into newly issued Shares upon the occurrence of (A) a sale by Purchaser, any of its affiliates and any tagging shareholder in a third party sale of a number of Shares that, collectively, equals at least 5% of the Shares held by Purchaser and its affiliates on the date of the Transaction Framework Agreement, (B) a sale by Purchaser or any of its affiliates in an initial public offering of securities by the Company of a number of Shares that equals at least 5% of their Shares on the date of the Transaction Framework Agreement; (C) a capital raise by the Company (including through an initial public offering of securities by the Company); or (D) a similar liquidity event. Upon the conversion of one or more Convertible Bonds, the holder of such convertible bonds shall receive newly issued Shares at a conversion price equal to 90% of the Company's valuation used in the applicable conversion event.

To the extent that one or more convertible bonds have not been converted in accordance with their terms and have not been redeemed as described below, the aggregate principal amount of such convertible bonds plus accrued interest shall become due and payable on the date that is seven years after the relevant bond issuance date (each, a "*Maturity Date*"). On a Maturity Date, the higher of the following amounts shall be paid, at the Company's discretion, in cash or in the form of newly issued Shares (issued at a conversion price determined on the basis of a valuation of the Company applied in the most recent conversion event listed above, or, in the absence of the occurrence of a conversion event, a valuation performed by an independent third party): (A) the aggregate principal amount of such convertible bonds plus the accrued interest; or (B) an amount that provides the holder of such convertible bonds with a minimum internal rate of return (IRR) of 15% on the aggregate principal amount of such convertible bonds (the "*Minimum IRR Amount*"). To the extent that one or more convertible bonds have not been converted in accordance with their terms on or after the third anniversary of the relevant bond issuance date, the Company may choose to redeem any or all of such convertible bonds in cash, in whole or in part, in an amount equal to the higher of: (A) the aggregate principal amount of such convertible bonds plus the accrued interest; or (B) the Minimum IRR Amount for such convertible bonds.

Consultation Procedure. The Dutch works council of Allego B.V., a wholly-owned subsidiary of the Company (the '*Works Council*") has (or may have) a right of advice in respect of the Meridiam Contribution. The Company has initiated the consultation procedure with the Works Council in connection with the Meridiam Contribution pursuant to the Dutch Works Councils Act (the "*Consultation Procedure*") by submitting a request for advice to the Works Council in connection with the Meridiam Contribution. The Consultation Procedure will be deemed completed in the following events: (a) the Works Council having rendered an advice permitting execution of the Meridiam Contribution or containing (a) commitment(s) accepted by the Company; (b) the Works Council having irrevocably and unconditionally waived in writing its right to advise in connection with the Meridiam Contribution; or (c) the Works Council having rendered a negative advice (including having failed to render an advice within a reasonable period of time) or a conditional advice, and (i) the Works Council having irrevocably and unconditionally waived its right to initiate legal proceedings as referred to in section 26 of the Dutch Works Councils Act; (ii) the period as set out in section 25, subsection 6, of the Dutch Works Councils Act having lapsed without the Works Council having initiated legal proceedings as referred to in section 26 of the Dutch Works Councils Act; or (iii) after the initiation of legal proceedings as referred to in section 26 of the Dutch Works Councils Act, the Netherlands Enterprise Court (*Ondernemingskamer*) having dismissed the Works Council's appeal or such legal proceedings otherwise having been terminated in a manner permitting the Meridiam Contribution to proceed.

The Company and Purchaser agreed to consult with each other closely with a view to initiating and finalizing the Consultation Procedure, and to resolve any issues in connection with the Consultation Procedure in an expeditious manner. The Company will as soon as reasonably practicable provide Purchaser with copies of all material correspondence and inform Purchaser of the contents of any other material communications with the Works Council, and permit Purchaser to review and to provide reasonable comments on any such material communications (to which reasonable and good faith consideration shall be given). If deemed desirable by the Works Council, Purchaser will participate in meetings of the Company with the Works Council.

The Company and Purchaser will closely cooperate to answer any questions or requests from the Works Council and will carefully consider and discuss in good faith if the Works Council expresses any views on the Meridiam Contribution or request any commitment in connection with the Meridiam Contribution (provided that no Party will be under any obligation to consent to or comply with any such request). Purchaser's prior written consent, which may not be unreasonably withheld, conditioned or delayed, is required before the Company and its subsidiaries make, propose or accept any commitment to the Works Council in connection with the Meridiam Contribution.

Company Support. The Company has confirmed to us in the Transaction Framework Agreement that the Independent Transaction Committee recommended that the Board, among other things,

- determine that, on the terms and subject to the conditions set forth in the Transaction Framework Agreement, the Transactions are in the best interest of the Company and its business and promote the

sustainable success and the sustainable long-term value creation of the Company's business, having taken into account the interests of its stakeholders (including the Unaffiliated Shareholders),

- approve the execution of the Transaction Framework Agreement by the Company and the performance by the Company of its obligations thereunder, and
- resolve to and shall pursue the Transactions on the terms of and subject to the provisions of the Transaction Framework Agreement (collectively the "*Company Support*").

In view of the conflict of interest rules within the meaning of section 2:129, subsection 6 of the Dutch Civil Code ("*DCC*"), Jane Garvey, Matthieu Muzumdar, Thierry Deau, Julia Prescot, Mathieu Bonnet and Thomas Maier (collectively, the "*Recused Directors*") recused themselves from all deliberations and decision-making of the Board regarding the Transactions, which resulted in the remaining members of the Board (collectively, the "*Disinterested Directors*", which definition shall include their respective successor independent directors appointed to the Board in accordance with the provisions of the Transaction Framework Agreement), voting to approve the Company's entry into the Transaction Framework Agreement.

The Company has further agreed that it will, on the commencement date of the Offer, file with the SEC and disseminate to shareholders of the Company a Solicitation/Recommendation Statement on Schedule 14D-9 and jointly file with Purchaser a Schedule 13E-3 that will include the Company Support. Additionally, the Transaction Framework Agreement provides, among other things, that the Company will include the Company Support in the initial press release relating to the Transaction Framework Agreement and the Transactions, any subsequent announcements made by the Company in connection with the Transactions, the Schedule TO, the Schedule 14D-9 and the Schedule 13E-3 and that the Company shall take all necessary actions within its power to effect the Transactions.

Board Composition. Purchaser and the Company agreed in the Transaction Framework Agreement that, on the Closing Date, the Board will be composed of nine members (one executive and eight non-executive members), comprising the members of the Board as of the date of the Transaction Framework Agreement plus Matthieu Muzumdar, who currently serves as an acting member of the Board under article 14.5 of the Company's articles of association. For as long as any Shares continue to be held by Unaffiliated Private Shareholders following the date of the Transaction Framework Agreement, the Board shall comprise at least three Disinterested Directors. If a Disinterested Director resigns or is otherwise no longer in office when any Shares continue to be held by Unaffiliated Private Shareholders following the date of the Transaction Framework Agreement, Purchaser and the Company will procure the appointment of a successor, who: (i) qualifies as independent from the Company, Purchaser and its affiliates within the meaning of the Dutch Corporate Governance Code (disregarding for these purposes the 'group exemption' of best practice provision 2.1.8(vii) of the Dutch Corporate Governance Code and irrespective of whether the Dutch Corporate Governance Code applies to the Company at that time); and (ii) is reasonably acceptable to the Board (by majority vote) and the remaining Disinterested Director (provided that if all of the Disinterested Director resign or are otherwise no longer in office when any Shares continue to be held by Unaffiliated Private Shareholders following the date of the Transaction Framework Agreement, the respective successors should also be reasonably acceptable to at least two of the outgoing Disinterested Director (or to one outgoing Disinterested Director if no more than one outgoing Disinterested Director is in the position to reasonably accept)), to serve on the Board for as long as any Shares continue to be held by Unaffiliated Private Shareholders.

Post-Delisting Strategy and Business Plan. Purchaser agreed in the Transaction Framework Agreement that, for a period of 24 months following the Delisting, except with the prior approval of the Board, including the affirmative vote of at least two Disinterested Directors: (i) it will support the current strategy of the Company and will not make substantial changes to the Company's existing business plan; (ii) it will support the Company and its subsidiaries in serving its customers existing at the date of the Transaction Framework Agreement; and (iii) there will be no material redundancies with respect to the workforce of the Company and its subsidiaries as a direct consequence of the Transactions.

Post-Delisting Unaffiliated Private Shareholders Protective Arrangements. From and after the date of the Transaction Framework Agreement and for so long as the Shares are held by Unaffiliated Private Shareholders, an affirmative vote of at least two Disinterested Directors (or the affirmative vote of one Disinterested Director if there is no more than one incumbent Disinterested Director at that time) is required for the following actions of the Company and its subsidiaries: (a) issuing shares or rights to subscribe for shares without offering pro rata pre-emption rights to the Unaffiliated Private Shareholders (other than pursuant to the Company Equity Plans or the issuance of shares in the capital of a subsidiary of the Company solely to the Company or to another subsidiary of the Company); (b) agreeing to or entering into any transaction that is not on arm's length terms with Purchaser, any direct or indirect shareholder of Purchaser or any other affiliated person of Purchaser; and (c) taking any other action that prejudices the interests of, or is disproportionately adverse to, the Unaffiliated Private Shareholders.

Post-Delisting Unaffiliated Private Shareholders Liquidity Arrangements. Purchaser committed in the Transaction Framework Agreement to the following liquidity arrangements in favor of the Unaffiliated Private Shareholders following the Delisting: (i) no restrictions will apply on any sale or transfer of, disposal of, creation of any interest, option, pledge or any other encumbrance on (all or part of) the Shares held by Unaffiliated Private Shareholders, except if such restrictions follow from the Company's articles of association in effect as of the date of the Transaction Framework Agreement or applicable law; (ii) if, at any time following the Delisting, Purchaser or any of its affiliates wishes to, directly or indirectly, sell all or part of its Shares to a third party, the Unaffiliated Shareholders will have a priority tag along right(the "*Priority Tag Rights*"); (iii) Purchaser will assist the Company with the organization of an auction sales process of Shares for the Unaffiliated Private Shareholders within 18 months following the Delisting on a best-efforts basis, and if any Shares can be sold by the Unaffiliated Private Shareholders in the auction sales process, Purchaser will, at the request of any Disinterested Director, sell (for the same consideration and otherwise under terms and conditions no less favorable than those applicable to the selling Unaffiliated Private Shareholders in such auction sales process) such part of its Shares in such auction sale process in order to ensure that a minimum size of 5% of the Company's issued share capital can be sold in such process with the purpose of making the process more (economically) attractive; and (iv) prior to December 31, 2027, Purchaser will initiate, and, if the liquidity event takes the form of an initial public offering of the Shares, the Company shall organize with Purchaser's assistance, a liquidity event, in each case on a best-efforts basis, and if any Shares can be sold by Purchaser or its affiliates in a liquidity event, the Unaffiliated Private Shareholders will have the right to sell all their Shares (for the same consideration and otherwise under terms and conditions no less favorable than those applicable to Purchaser or its affiliates in such liquidity event) with priority over Purchaser and its affiliates.

If, prior to December 31, 2029, Purchaser or its affiliates sells or transfers (directly or indirectly, in a single transaction or a series of transactions, subject to certain exceptions) all or substantially all of its shareholding in, or all or substantially all of the assets of, the Company and its subsidiaries to one or more unaffiliated third parties when any Shares continue to be held by Unaffiliated Private Shareholders (other than in connection with a third party financing source enforcing a lien on Shares held by Purchaser or the relevant affiliate), Purchaser agreed to procure that either: (a) such acquirer(s) shall, prior to such sale or transfer, commit to comply with corporate governance provisions and post-delisting covenants specified in the Transaction Framework Agreement, as if it were Purchaser until the earlier of (I) December 31, 2029 and (II) the Company ceasing to have Shares held by Unaffiliated Shareholders; or (b) the Priority Tag Rights will be applied with a tag sale price that is no less than an amount that provides each tagging shareholder with a minimum IRR of 15% on US$1.70 per Share, calculated from the consummation of the Offer.

Certain Adjustments. The value of the Offer Consideration is on the basis that no dividend or other distribution, whether in cash or assets, by the Company to the holders of Shares is declared, made, or paid between the date of the Transaction Framework Agreement and the Closing Date. In the event that the Company, without the prior written consent of Purchaser, declares, makes or pays such a dividend or other distribution after the date of the Transaction Framework Agreement and with a record date for entitlement to payment thereof on or before the Closing Date, Purchaser may reduce the Offer Consideration accordingly. In addition, in the event that, during

the period between the date of the Transaction Framework Agreement and the Expiration Time, the number of outstanding Shares is changed into a different number of Shares as a result of a conversion, stock split (including a reverse stock split), stock dividend or distribution, or other similar transaction, then the Offer Consideration will be equitably adjusted, without duplication, to reflect such change.

Treatment of the Allego Equity Plan. The Transactions will not have an impact on the rights of, and individual commitments to, eligible participants under the Company long-term incentive plan and the Company management incentive plan in place at the date of the Transaction Framework Agreement ("*Company Equity Plans*"). All rights of, and all individual commitments to, eligible participants under the Company Equity Plans will be respected by Purchaser, the Meridiam Fund and Company in accordance with the terms and conditions of the Company Equity Plans and the outstanding awards thereunder existing on the date of the Transaction Framework Agreement.

Any vested options and restricted stock options awarded under the Company Equity Plans are exercisable in accordance with the terms and conditions of the Company Equity Plans, and any unvested options, restricted stock units or other awards granted under the Company Equity Plans will vest in accordance with their applicable vesting schedule and will not be accelerated in connection with the Transactions. Eligible participants receiving Shares following the exercise of any vested options, restricted stock units or other awards granted under the Company Equity Plans in accordance with the terms and conditions thereof prior to the Expiration Time will have the option, to the extent permitted under applicable laws, to tender such Shares in accordance with the terms of the Offer and receive the Offer Consideration.

The Company Equity Plans will remain in place after the Delisting. Purchaser and the Company agreed to enter into reasonable and good faith discussions to, and to procure that the relevant corporate body with respect to the Company Equity Plans and to take such decision to, cater for such situation and make it suitable for a company in a non-listed setting, if, as a result of the Delisting, a situation arises that is not foreseen or catered for in the respective Company Equity Plans.

Representations and Warranties. In the Transaction Framework Agreement, the Company has made customary representations and warranties to Purchaser that are subject to specified exemptions and qualifications contained in the Transaction Framework Agreement and to certain disclosures made to Purchaser or made in the Company's SEC filings on or after March 17, 2022 and publicly available at least two business days prior to the date of the Transaction Framework Agreement, including representations relating to, among other things: (i) organization and good standing, (ii) capitalization, (iii) corporate authority, and (iv) the Company SEC reports and financial statements.

The representations and warranties in the Transaction Framework Agreement made by the Company are, in certain cases, modified by "knowledge," "materiality" and "Material Adverse Effect" qualifiers.

In the Transaction Framework Agreement, Purchaser also made customary representations and warranties to the Company that are subject to specified exemptions and qualifications contained in the Transaction Framework Agreement. Purchaser's representations and warranties are, in certain cases, modified by "knowledge," "materiality" and "material adverse effect."

Purchaser's representations and warranties include representations relating to, among other things: (i) organization and good standing, (ii) corporate authority, (iii) ownership of ordinary shares; and (iv) sufficient funds to complete the Offer.

Conduct of the Company Pending the Closing. From the date of the Transaction Framework Agreement until the earlier of the date of the Closing or the date the Transaction Framework Agreement is validly terminated in accordance with its terms (the "*Interim Period*"), the Company and Purchaser will, subject to applicable law, consult and cooperate with each other in respect of any relevant matters in connection with the Transactions, including on publicity and investor relations, including giving each other advance sight of any publicly and

investor relations materials and taking into account each other's reasonable comments. Furthermore, the Company will use all reasonable efforts to cause each of its subsidiaries to, and Purchaser will use all reasonable efforts to cause the Company and its subsidiaries to, with certain exceptions, including during emergency situations:

(a) conduct the business of the Company and its subsidiaries in all material respects in the ordinary course, consistent with past practice and consistent with the scope and activities of such business as at the date of the Transaction Framework Agreement; and

(b) refrain from taking any of the following actions, without the prior written consent of Purchaser (which shall not be unreasonably withheld, conditioned or delayed):

(i) alter, amend, renegotiate, terminate, or otherwise change the terms and conditions of any existing related party contract (including with E8 or any of its affiliates), or enter into any new related party arrangements (including with E8 or any of its affiliates);

(ii) create, issue, increase, acquire, reduce, repay, redeem, dispose of, pledge, encumber, or agree to create, issue, increase, acquire, reduce, repay, redeem, dispose of, pledge or encumber any Shares or other equity interests, including options, in the capital of the Company or instruments convertible into Shares other than as required under the Company Equity Plans or other contracts to which the Company is a party as of the date of the Transaction Framework Agreement;

(iii) split, combine, subdivide, exchange or reclassify any Shares or other equity interests, including options, in the capital of the Company or instruments convertible into Shares;

(iv) grant, or agree to grant, any option in respect of any Shares or other securities other than as required under the Company Equity Plans;

(v) repay, amortise or reduce any share capital, or declare, set aside or pay any dividend or interim dividend or other distribution (whether in cash, stock or property or any combination thereof) in respect of any Shares or other equity interests in the capital of the Company;

(vi) enter into, alter, amend, renegotiate, terminate or otherwise change the terms and conditions of any derivative issued or issuable by any member of the Company and its subsidiaries; and

(vii) agree, resolve or commit to take any of the actions set forth in (i) through (vi) above.

Non-Solicitation. During the Interim Period, the Company and its subsidiaries and its and their respective directors, officers and advisers acting on its or their behalf (together the "*Relevant Persons*") agreed not to, directly or indirectly, either alone or in concert with others (i) initiate, solicit, enter into, engage or have discussions or negotiations (including continuing any discussion or negotiation that might have existed on or prior to the date of the Transaction Framework Agreement) with any third party relating to, or which could reasonably be expected to lead to or result in, an alternative proposal; (ii) provide any non-public or confidential information or data relating to the Company and its subsidiaries or its business or assets or grant access to its books, records or personnel to any third party in relation to an alternative proposal; or (iii) approve or recommend, or propose publicly to approve or recommend, or execute or enter into, any letter of intent, agreement in principle, merger agreement, purchase agreement, business combination agreement, transaction framework agreement, joint-venture agreement, option agreement or similar agreement, to the extent providing for an alternative proposal. The Company will notify Purchaser promptly, and in any event within twenty-four hours if any approach or enquiry, or any request for information, is received by it or any of its Relevant Persons from any third party in relation to an alternative proposal and Company will notify Purchaser of its knowledge of the identity of such third party, the proposed consideration, the conditions to (the making and declaring unconditional of) the alternative proposal and other proposed material terms of such alternative proposal and will continue to cooperate with and support the Transactions in accordance with the terms and conditions of the Transaction Framework Agreement.

Support Withdrawal. Neither the Company, nor any Disinterested Directors (individually or jointly) will (i) withhold, withdraw, modify, amend, condition or qualify the Company Support in a manner adverse to Purchaser, Meridiam Fund or the Transactions, or publicly propose to do any of the foregoing; (ii) fail to make or include the Company Support in the Schedule 14D-9 or the Schedule 13E-3 or make any public statement inconsistent with the Company Support; (iii) recommend, adopt or approve, or propose publicly to recommend, adopt or approve any alternative proposal; (iv) make any public statement in connection with an alternative proposal; or (v) publicly propose to do or cause to be done any of the foregoing (each action, "*Support Withdrawal*"). Notwithstanding the foregoing, the Disinterested Directors may make a Support Withdrawal, if at any time before the Expiration Time any material event, material development, material circumstance or material change in circumstances or facts occurs or arises after the date of the Transaction Framework Agreement that causes the Disinterested Directors to determine in good faith (after consultation with their outside legal counsel and financial advisors and after consultation with Purchaser) that the failure to make a Support Withdrawal would be inconsistent with the fiduciary duties of the Disinterested Directors under the Laws of the Netherlands.

Other Covenants. The Transaction Framework Agreement contains other customary covenants and agreements, including, but not limited to, covenants related to access to information, confidentiality, public announcements and notification of certain matters.

Termination of the Transaction Framework Agreement. The Transaction Framework Agreement may be terminated and the Transactions may be abandoned at any time:

(a) if the Company and Purchaser so agree in writing;

(b) by either the Company or Purchaser by notice in writing given to the other Parties:

  (i) in the case of a final and non-appealable order having been issued or law, rule, regulation or statute having been enacted by any court, authority or governmental entity of competent jurisdiction, which in any such case prohibits, renders illegal or enjoins the consummation of the Transactions in accordance with the Transaction Framework Agreement; or

  (ii) if the Offer (as it may have been extended and re-extended in accordance with the terms of the Transaction Framework Agreement) expires or is terminated in accordance with the Transaction Framework Agreement as a result of the non-satisfaction or non-waiver (to the extent that such waiver is permitted by applicable Laws) of any of the conditions to the offer; provided that (A) the terminating party, is not then in material breach of any terms of the Transaction Framework Agreement and has not materially failed to perform any of its obligations, agreements and covenants in accordance with the terms of the Transaction Framework Agreement; and (B) in the case of Purchaser as the terminating party, Purchaser has not failed to extend the Offer to the extent required by the terms of the Transaction Framework Agreement;

(c) by notice in writing given by the Company to Purchaser:

  (i) if Purchaser or the Meridiam Fund (including Parent, acting in its capacity of fund manager of the Meridiam Fund) has breached or failed to perform, as applicable, any of its obligations, agreements and covenants under the Transaction Framework Agreement, to the extent that such breach or failure to perform has not been remedied (if capable of being remedied) by Purchaser before the date that is the earlier of (A) ten business days after receipt by Purchaser of a written notice from the Company; and (B) three business days before the Long Stop Date, such that any Offer Condition would not be capable of being satisfied; provided that (i) the Company is not then in material breach of any terms of the Transaction Framework Agreement and has not materially failed to perform any of its obligations, agreements and covenants in accordance with the terms of the Transaction Framework Agreement and (ii) inaccuracy of any representations and warranties made by the Company in the Transaction Framework Agreement shall not be a ground of termination under this provision; or

(ii) (A) Purchaser fails to commence the Offer in violation of the terms of the Transaction Framework Agreement; (B) Purchaser has terminated the Offer prior to the then-applicable Expiration Time; or (C) Purchaser, in violation of the terms of the Transaction Framework Agreement, fails to accept for purchase the tendered Shares; or

(d) by notice in writing given by Purchaser to the Company:

(i) if the Company has breached or failed to perform, as applicable, any of its obligations, agreements and covenants under the Transaction Framework Agreement, to the extent that such breach or failure to perform has not been remedied (if capable of being remedied) by the Company before the date that is the earlier of (A) ten business days after receipt by the Company of a written notice from Purchaser; and (B) three business days before the Long Stop Date, such that any conditions to offer would not be capable of being satisfied; provided (i) that Purchaser is not then in material breach of any terms of the Transaction Framework Agreement and has not materially failed to perform any of its obligations, agreements and covenants in accordance with the terms of the Transaction Framework Agreement and (ii) inaccuracy of any representations and warranties made by the Company in the Transaction Framework Agreement shall not be a ground of termination under this provision; or

(ii) following a Support Withdrawal; provided that any such termination must occur by the business day immediately prior to the earlier of (A) the Long Stop Date; or (B) the fifth business day following the date that the Disinterested Directors first publicly announce such Support Withdrawal.

Effect of Termination. In the event of a valid termination of the Transaction Framework Agreement by any of the Parties, the Transaction Framework Agreement will have no further force or effect, other than certain provisions, and the definitions used therein, which shall survive such termination, and no party thereto will have any liability thereunder following such termination, except that the termination of the Transaction Framework Agreement will not relieve any party to the agreement from any liability arising out of any fraud (*bedrog*) by such party of any of its obligations, agreements and covenants under the Transaction Framework Agreement prior to such termination.

Governing Law, Jurisdiction. The Transaction Framework Agreement and the documents to be entered into pursuant to it, and anynon-contractual obligations arising from or in connection with the Transaction Framework Agreement and such documents, will be deemed to be made in, and in all respects will be interpreted, construed and governed exclusively by and in accordance with the laws of the Netherlands, without regard to the conflict of law principles thereof.

Forum. All disputes arising out of or in connection with the Transaction Framework Agreement (including any dispute as to the validity of the Transaction Framework Agreement and any disputes relating to any non-contractual obligations arising from or in connection with the Transaction Framework Agreement, shall be finally and exclusively resolved by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Netherlands (*Arbitragereglement van het Nederlands Arbitrage Instituut*).

Confidentiality Agreement.

On May 9, 2023, Allego Holding B.V. and Purchaser entered into anon-disclosure agreement (the "***Confidentiality Agreement***") to ensure the confidentiality of any information regarding the Company that might be disclosed to Purchaser in the ordinary course of interactions between the parties. Under the Confidentiality Agreement, Purchaser and its affiliates agreed, among other things, to keep confidential (subject to certain exceptions) certain non-public information about Allego for a period of two years from the date of the Confidentiality Agreement. The summary of the Confidentiality Agreement contained in this Offer to Purchase under does not purport to be complete and is qualified in its entirety by reference to the full text of the Confidentiality Agreement, which is filed as Exhibit (d)(2) hereto and is incorporated herein by reference. For additional detail regarding the Transaction Framework Agreement, see "The Tender Offer—Section 12—The Transaction Framework Agreement; Other Agreements."

Non-tender Agreement.

Contemporaneously with the execution and delivery of the Transaction Framework Agreement, Purchaser entered into a letter agreement, dated June 16, 2024 (the "*Non-tender Agreement*"), with AP Spartan Energy Holdings III, L.P., AP Spartan Energy Holdings III (PPW), LLC and AP Spartan Energy Holdings III (PIPE), LLC (collectively the "*Apollo Fund*"), pursuant to which the Apollo Fund agreed, among other things, (A) not to tender any of the Shares beneficially owned by the Apollo Fund in the Offer and (B) to waive all the rights the Apollo Fund (or Spartan Acquisition Sponsor III LLC) may have under the Registration Rights Agreement (see "Special Factors—Section 4—Related Party Transactions—Initial Public Offering Registration Rights Agreement."). As of the date of this Offer to Purchase, the Apollo Fund owns, in the aggregate, 18,706,989 Shares, representing approximately 6.85% of the outstanding Shares.

In addition, Purchaser and the Apollo Fund agreed that (i) at delisting of the Company, the composition of the Board the Company will be identical to the current composition, (ii) for so long as there is any Unaffiliated Shareholder, there will be at least two independent non-executive directors on the Board, (iii) subject to any foreign direct investment and other regulatory approvals, on or prior to December 31, 2027, Purchaser will obtain the approval of the Apollo Fund before exercising its rights as a shareholder in the Company to procure the removal of Patrick Sullivan from the Board and (iv) following a subsequent public offering of the Company (following the delisting of the Company), the Apollo Fund will have demand and other customary registration rights consistent with the Registration Rights Agreement.

Under the agreement, the Apollo Fund also has rights to (i) receive information customarily provided to equity investors in accordance with Dutch market practice, (ii) have meetings with Parent regarding the Company each calendar quarter, and (iii) transfer its Shares to any person at any time, which right is not subject to any restrictions. Furthermore, the agreement provides that all liquidity arrangements and priority tag along rights contemplated in the Transaction Framework Agreement apply to the Apollo Fund. See "The Tender Offer—Section 12—The Transaction Framework Agreement; Other Agreements—Post-Delisting Minority Shareholders Liquidity Arrangements."

Each of Purchaser and the Apollo Fund may terminate the agreement with written notice to the other party if (i) the Offer is not launched on or prior to December 16, 2024, (ii) Purchaser increases the Offer Consideration to an amount exceeding USD 1.70 per Share; (iii) Purchaser amends the terms of the Offer such that it results in the Apollo Fund's shareholding in the Company being diluted; (iv) the Offer lapses without acceptance of the tendered Shares by Purchaser or is withdrawn in accordance with its terms; or (v) the delisting of the Company from the NYSE has not become effective on or prior to December 16, 2024.

13. Possible Effects of the Offer; No Shareholder Approval; No Appraisal Rights.

NYSE Listing and Market for the Shares. As contemplated under the Transaction Framework Agreement, the Company will effect the Delisting as soon as possible after the consummation of the Offer. As a result, there will not be an active trading market for the Shares following the consummation of the Offer.

In addition, once the Shares are no longer listed on the NYSE (or any European regulated market, European multilateral trading facility or similar regulated stock exchange operating in the United States of America or elsewhere), holders of record of Shares shall only be able to transfer their Shares in accordance with Dutch law, pursuant to a Dutch notarial deed.

Exchange Act Registration. The Shares are currently registered under the Exchange Act. As soon as possible after the Delisting, provided that the Company has fewer than 300 holders of record, the Company will effect the Deregistration. Termination of registration of the Shares under the Exchange Act would substantially reduce the information required to be furnished by the Company to its shareholders and to the SEC and would make certain provisions of the Exchange Act no longer applicable to the Company. Furthermore, the ability of "affiliates" of

the Company and persons holding "restricted securities" of the Company to dispose of such securities pursuant to Rule 144 promulgated under the Securities Act may be impaired or eliminated.

No Shareholder Approval. We will not be seeking the approval of the Unaffiliated Private Shareholders before effecting the Delisting.

No Appraisal Rights. Subject to certain exceptions, Dutch law does not recognize the concept of appraisal or dissenters' rights. Company shareholders are not entitled to appraisal rights with respect to the Offer.

Margin Regulations. The Shares are currently "margin stock" under the Regulations of the Board of Governors of the Federal Reserve System (the "*Federal Reserve Board*"), which has the effect, among other things, of allowing brokers to extend credit based on the use of Shares as collateral. Following the Offer and the Delisting, the Shares would no longer constitute "margin stock" for the purposes of the margin regulations of the Federal Reserve Board and, therefore, could no longer be used as collateral for loans made by brokers.

14. Dividends and Distributions.

According to the Company's Annual Report on Form20-F for the fiscal year ended December 31, 2023, the Company has not previously declared or paid cash dividends and has no plans to declare or pay any dividends in the near future.

In the event that the Company, without the prior written consent of Purchaser, declares, makes or pays such a dividend or other distribution after the date of the Transaction Framework Agreement and with a record date for entitlement to payment thereof on or before the Closing Date, Purchaser may reduce the Offer Consideration accordingly.

As discussed in "The Tender Offer—Section 12—The Transaction Framework Agreement; Other Agreements," pursuant to the Transaction Framework Agreement, during the Interim Period, except with the prior written consent of Purchaser, neither the Company nor any of its Affiliates will repay, amortize or reduce any share capital, or declare, set aside or pay any dividend or interim dividend or other distribution (whether in cash, stock or property, or any combination thereof) in respect of any Shares or other equity interests in the capital of the Company.

15. Certain Conditions of the Offer.

Purchaser is not required to accept for payment or, subject to any applicable rules and regulations of the SEC, including Rule14e-l(c) under the Exchange Act (relating to Purchaser's obligation to pay for or return tendered Shares promptly after the termination or withdrawal of the Offer), to pay for any Shares validly tendered and not properly withdrawn in connection with the Offer, unless, immediately prior to the applicable Expiration Time, each of the following conditions to the Offer has been satisfied or waived (to the extent such waiver is permitted by applicable law):

(a) the Transaction Framework Agreement shall not have been terminated in accordance with its terms; and

(b) no order (whether temporary, preliminary or permanent) issued or Enactment (whether temporary, preliminary or permanent) made by any court, governmental or regulatory authority or governmental entity of competent jurisdiction that prohibits, renders illegal or enjoins the consummation of the Transactions, including the Offer; provided that Purchaser, the Meridiam Fund (including Parent, acting in its capacity of fund manager of the Meridiam Fund) and their respective affiliates shall have taken all actions required under the Transaction Framework Agreement to avoid any such order or have any such order lifted (collectively, the "*Offer Conditions*").

The Transaction Framework Agreement does not contain a "no material adverse effect" condition or any condition related to receipt of any third party or regulatory consent or approval. ***Consummation*** **of the Offer is not conditioned on obtaining financing or any minimum tender threshold.**

The Offer Conditions are in addition to, and not a limitation of, the rights and obligations of Purchaser to extend, terminate, amend and/or modify the Offer in accordance with the terms and conditions of the Transaction Framework Agreement and the applicable rules and regulations of the SEC. The failure by Purchaser at any time to exercise any of the foregoing rights will not be deemed a waiver of any such right and each such right will be deemed an ongoing right that may be asserted at any time and from time to time. In addition, each of the foregoing conditions is independent of any of the other foregoing conditions; the exclusion of any event from a particular condition does not mean that such event may not be included in another condition.

16. Certain Legal Matters; Regulatory Approvals.

General. Except as described in this Section 16, based on our examination of publicly available information filed by the Company with the SEC and other information provided by the Company, we are not aware of any governmental license or regulatory permit that appears to be material to the Company's business that might be adversely affected by our acquisition of Shares as contemplated in this Offer to Purchase or of any approval or other action by any governmental, administrative or regulatory authority or agency, domestic or foreign, that would be required for the acquisition or ownership of Shares by Purchaser as contemplated in this Offer to Purchase. Should any such approval or other action be required, we currently contemplate that such approval or other action will be sought.

Parent and Purchaser are not currently aware of any pre-closing antitrust or competition law filings, any filings or approvals relating to any foreign investment laws or regimes required in connection with the transactions contemplated by the Transaction Framework Agreement.

17. Fees and Expenses.

Purchaser has retained Innisfree M&A Incorporated to be the Information Agent and Broadridge Corporate Issuer Solutions, LLC to be the Depositary in connection with the Offer. As part of the services included in such retention, the Information Agent may contact shareholders of the Company by mail, telephone, facsimile, personal interview, electronic mail, and other methods of electronic communication and may request brokers, dealers, commercial banks, trust companies and other nominees to forward materials relating to the Offer to beneficial owners of Shares.

The Information Agent and the Depositary each will receive reasonable and customary compensation for their respective services in connection with the Offer, will be reimbursed for reasonable out-of-pocket expenses and will be indemnified against certain liabilities and expenses in connection therewith, including certain liabilities under federal securities laws.

Purchaser has retained Morgan Stanley to act as its financial advisor with respect to the Transactions. From time to time during the deliberations described above under the section "The Tender Offer—Section 10—Background of the Offer; Contacts with Allego" upon the request by senior management of Parent, representatives of Morgan Stanley provided strategic advice, and consulted with, senior management of Parent with respect to the Offer. In addition, Morgan Stanley acted as a liaison for Parent and Purchaser to the financial advisor engaged by the Company.

It is estimated that the expenses incurred in connection with the Offer will be approximately as set forth below:

Information Agent Fees and Expenses	US$ 20,000
Depositary Fees and Expenses	US$ 20,000
SEC Filing Fees	US$ 18,939
Legal Fees	US$ 1,825,000
Financing Fees (Inclusive of Related Legal Fees)	US$ 3,443,462*
Financial Advisory Fees	US$ 4,187,994**
Printing and Mailing Costs	US$ 85,825
Miscellaneous	US$ 65,000
Total	US$ 9,666,220

* Equivalent to approximately EUR3,700,000 based on an exchange rate of EUR1.0745 per US$1.00, the exchange rate between Euros and U.S. dollars published by the European Central Bank on July 1, 2024.

** Equivalent to approximately EUR4,500,000 based on an exchange rate of EUR1.0745 per US$1.00, the exchange rate between Euros and U.S. dollars published by the European Central Bank on July 1, 2024.

Except as set forth above, neither Parent nor Purchaser will pay any fees or commissions to any broker or dealer or to any other person (other than to the Depositary and the Information Agent) in connection with the solicitation of tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks, trust companies and other nominees will, upon request, be reimbursed by Purchaser for customary mailing and handling expenses incurred by them in forwarding offering materials to their customers. In those jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

18. Miscellaneous.

Offer Restrictions

The Offer is not being made to (nor will tenders be accepted from or on behalf of) shareholders of the Company in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. However, we may, in our discretion, take such action as we deem necessary to make the Offer comply with the laws of any such jurisdiction and extend the Offer to shareholders of the Company in such jurisdiction in compliance with applicable law. In those jurisdictions where applicable law require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

No person has been authorized to give any information or to make any representation on behalf of Parent or Purchaser not contained herein or in the Letter of Transmittal, and, if given or made, such information or representation must not be relied upon as having been authorized. No broker, dealer, bank, trust company, fiduciary or other person will be deemed to be the agent of Parent, Purchaser, the Depositary, or the Information Agent for the purpose of the Offer.

Neither the delivery of this Offer to Purchase nor any purchase pursuant to the Offer will, under any circumstances, create any implication that there has been no change in the affairs of Parent, Purchaser, Allego or any of their respective subsidiaries since the date as of which such information is furnished or the date of this Offer to Purchase.

This Offer to Purchase is not an offer, whether directly or indirectly, in Australia, Belarus, Canada, Hong Kong, Japan, New Zealand, Singapore, South Africa or Russia or in any other jurisdiction where such offer would be prohibited by applicable law pursuant to legislation, restrictions and regulations in such relevant jurisdiction (the

"*Restricted Territories*"). Shareholders not resident in the Netherlands or the United States who wish to accept the Offer must make inquiries concerning applicable legislation and possible tax consequences.

The Offer is not being made, directly or indirectly, in or into the Restricted Territories by use of mail or any other communication means or instrumentality (including, without limitation, facsimile transmission, electronic mail, telex, telephone and the internet) of interstate or foreign commerce, or of any facility of national securities exchange or other trading venue of the Restricted Territories and the Offer cannot be accepted by any such use or by such means, instrumentality or facility of, in or from, the Restricted Territories. Accordingly, this Offer to Purchase and any documentation relating to the Offer are not being and should not be sent, mailed or otherwise distributed or forwarded in or into the Restricted Territories.

This Offer to Purchase is not being, and must not be, sent to holders of Shares with registered addresses in the Restricted Territories. Banks, brokers, dealers and other nominees holding shares for persons in the Restricted Territories must not forward this Offer to Purchase or any other document received in connection with the Offer to such persons. Persons receiving such documents or information (including custodians, nominees and trustees) should not distribute or send them in or into a Restricted Territory or use the mails or any means, within a Restricted Territory in connection with the Offer.

Any failure to comply with these restrictions may constitute a violation of the securities laws of any of the Restricted Territories. It is the responsibility of all persons obtaining this Offer to Purchase, the related Letter of Transmittal, the Notice of Guaranteed Delivery or other documents relating to this Offer to Purchase or to the Offer or into whose possession such documents otherwise come, to inform themselves of and observe all such restrictions. Any recipient of this Offer to Purchase who is in any doubt about his or her status in relation to these restrictions should consult his or her professional adviser in the relevant territory.

Neither Purchaser, Parent, Morgan Stanley, the Depositary, nor the Information Agent accepts or assumes any responsibility or liability for any violation by any person of any such restrictions.

This Offer to Purchase does not represent an offer to acquire or obtain securities other than the Shares that are subject to the Offer.

Any purported tender of Shares in the Offer resulting directly or indirectly from a violation of the restrictions described in this Offer to Purchase and the related documents will be invalid. Further, any person purporting to tender Shares pursuant to the Offer will be deemed not to have made a valid tender if such person is unable to make the representations and warranties set out in the section "The Tender Offer—Section 18—Miscellaneous–*Certifications as to Restrictions*" below and any corresponding representations and warranties in the Letter of Transmittal for the Offer.

Acceptances of the Offer and tenders of Shares made by a person located in a Restricted Territory, by any trustee, representative, fiduciary or other intermediary acting on a non-discretionary basis for a principal giving instructions from within the Restricted Territories, or by the use of mails or any other communication means, within the Restricted Territories, directly or indirectly, will not be accepted (and should not be accepted by any such custodian, nominee, trustee, agent, fiduciary or other intermediary holding Shares for any persons).

Any Letter of Transmittal or other communication relating to the Offer that originates from, is postmarked from, bears a return address in, or otherwise appears to have been dispatched from, the Restricted Territories will not be accepted (and should not be accepted by any trustee, representative, fiduciary or other intermediary).

Acceptances of the Offer and tenders of Shares will not be accepted (and should not be accepted by any custodian, nominee, trustee, agent, fiduciary or other intermediary) if the consideration for the Shares is required to be mailed or otherwise delivered in or into a Restricted Territory or if an address within a Restricted Territory is provided for receipt of the price of the Shares in the Offer or the return of the Letter of Transmittal.

Each of Purchaser, Parent, Parent's Financial Advisor, the Depositary, and the Information Agent reserves the right, in its absolute discretion (and without prejudice to the relevant shareholder's responsibility for the representations and warranties made by it), to (a) reject any tender of Shares without investigation because the origin of such tender cannot be determined, or (b) investigate, in relation to any tender of Shares pursuant to the Offer, whether any such representations and warranties given by a shareholder are correct and, if such investigation is undertaken and as a result Purchaser determines (for any reason) that such representations and warranties are not correct, such tender may be rejected.

This Offer to Purchase has not been produced by, and has not been approved by, an "authorised person" for the purposes of section 21 of the UK Financial Services and Markets Act 2000 (as amended, the "*FSMA*"). The communication of this Offer to Purchase and any other related documents or materials to persons in the United Kingdom is exempt from the restrictions on financial promotions in section 21 of the FSMA on the basis that it is a communication by or on behalf of a body corporate which relates to a transaction to acquire shares in a body corporate and the object of the transaction may reasonably be regarded as being the acquisition of day to day control of the affairs of that body corporate, or to acquire 50 percent or more of the voting shares in that body corporate, within Article 62 (Sale of a body corporate) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005.

Certifications as to Restrictions

By accepting the Offers through delivery of a duly executed Letter of Transmittal to the Depositary, the holder of tendered Shares, and any custodian, nominee, trustee, agent, fiduciary or other intermediary submitting the Letter of Transmittal or participating in the Offers on behalf of such holder, certifies that such person:

- was not present or resident in, nor is a citizen of, a Restricted Territory at the time of receiving this Offer to Purchase, the Letter of Transmittal or any other document or information relating to the Offer, and has not mailed, transmitted or otherwise distributed any such document or information in or into a Restricted Territory;
- has not used, directly or indirectly, the mails, or any means or instrumentality (including, without limitation, facsimile transmission, electronic mail, telex and telephone) of interstate or foreign commerce, or the facilities of the securities exchanges, of a Restricted Territory in connection with the Offer;
- was not present or resident in, nor is a citizen of, a Restricted Territory at the time of accepting the terms of the Offers, at the time of returning the Letter of Transmittal or at the time of giving the order or instruction to accept the Offer (whether orally or in writing); and
- if acting in a custodial, nominee, trust, fiduciary, agency or other capacity as an intermediary, then either (i) has full investment discretion with respect to the Shares covered by the Letter of Transmittal or (ii) the person on whose behalf it is acting has authorized it to make the foregoing representations and was not present or resident in, nor is a citizen of, a Restricted Territory at the time the shareholder instructed such custodian, nominee, trustee, fiduciary, agent or intermediary to accept the Offer on his or her behalf, and such custodian, nominee, trustee, fiduciary, agent or other intermediary is processing that acceptance as part of its normal securities custodial function.

Other Filings

Parent and Purchaser have filed with the SEC a Schedule TO, together with exhibits thereto, furnishing certain additional information with respect to the Offer, and may file amendments thereto. Parent, Purchaser and the Company have jointly filed the Schedule 13E-3 pursuant to the Exchange Act, and may file amendments thereto. A copy of Schedule TO and Schedule 13E-3, and any amendments thereto, may be reviewed on the internet website maintained by the SEC at www.sec.gov as discussed in "The Tender Offer—Section 8— Certain Information Concerning Purchaser and Parent." In addition, the Company has filed the Schedule 14D-9, together

with the exhibits thereto, setting forth the Company Support and furnishing certain additional related information. The Schedule TO, the jointly filed Schedule 13E-3 and the Company's Schedule 14D-9 and any exhibits or amendments thereto may be examined and copies may be reviewed on the internet website maintained by the SEC at www.sec.gov as discussed in "The Tender Offer—Section 8— Certain Information Concerning Purchaser and Parent." This website address is not intended to function as a hyperlink, and the information contained on the SEC's website is not incorporated by reference in this Offer to Purchase and it should not be considered to be a part of this Offer to Purchase.

Purchaser

July 3, 2024

SCHEDULE I

INFORMATION RELATING TO PARENT AND PURCHASER

Directors and Executive Officers of Parent

The name, business address and telephone number, citizenship, present principal occupation, employment history, material occupations, positions, offices or employment for at least the past five years of each of the executive officers and directors of Parent are set forth below. Unless otherwise indicated, the current business address of each person is 4, Place de l'Opera 75002, Paris, France, and the current business telephone number is +33 1 53 34 96 96. None of the individuals listed below have, during the past five years, (i) been convicted in a criminal proceeding or (ii) been a party to any judicial or administrative proceeding that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, U.S. federal or state securities law, or a finding of any violation of U.S. federal or state securities law.

Name	Citizenship	Current Principal Occupation or Employment and Five-Year Employment History
Thierry Deau	France	**Function**: Founding Chairman and Chief Executive Officer **Professional Background**: Thierry Déau has been Parent's Chairman and Chief Executive Officer since 2005. He also holds numerous board seats and president positions in various affiliates of the Parent.
Matthieu Muzumdar	France	**Function**: Deputy Chief Executive Officer **Professional Background**: Matthieu Muzumdar has served as Chief Operating Officer – Europe of Parent (2018 to 2023) and as Deputy Chief Executive Officer of Parent since 2023.
Mathieu Peller	France	**Function**: Deputy Chief Executive Officer **Professional Background**: Mathieu Peller has served as Chief Operating Officer – Africa of Parent (2018 to 2023) and as Deputy Chief Executive Officer of Parent since 2023.
Emmanuel Rotat	France	**Function**: Chief Financial Officer **Professional Background**: Emmanuel Rotat has served as Parent Chief Financial Officer since 2005.

Directors and Executive Officers of Purchaser

The statutory Board of Purchaser consist of one member, Opera Charging B.V. Purchaser does not have any executive officers. The name, business address and telephone number, citizenship, present principal occupation, employment history, material occupations, positions, offices or employment for at least the past five years of each of the directors of Opera Charging B.V. are set forth below. Unless otherwise indicated, the current business address of each person is Zuidplein 126, WTC Toren H, Floor 15, 1077 XV, Amsterdam, the Netherlands, and the current business telephone number is +33 1 53 34 96 96. None of the individuals listed below have, during the past five years, (i) been convicted in a criminal proceeding or (ii) been a party to any judicial or administrative proceeding that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, U.S. federal or state securities laws, or a finding of any violation of U.S. federal or state securities laws.

Directors of Opera Charging B.V.

Name	Citizenship	Current Principal Occupation or Employment and Five-Year Employment History
Emmanuel Rotat	France	**Function**: Director **Professional Background**: Emmanuel Rotat has served as Director of Opera Charging B.V since 2022. He has also served as Parent Chief Financial Officer since 2005.
Wolfgang IJsbrand Out	Netherlands	**Function**: Director **Professional Background**: Wolfgang Out has served as a Director of Opera Charging B.V. since 2018. He also serves as Director European Business Development with Centralis Netherlands B.V. since 2014.
Johannes Hendrikus Maria Duijndam	Netherlands	**Function**: Director **Professional Background**: Johannes Duijndam has served as a Director of Opera Charging B.V. since 2018. He also serves as Senior Financial Manager with Centralis Netherlands B.V. since 2013.

The Letter of Transmittal and any other required documents should be sent or delivered by each shareholder or its, his or her broker, dealer, commercial bank, trust company or other nominee to the Depositary at one of its addresses set forth below:

The Depositary for the Offer is:

Broadridge Corporate Issuer Solutions, LLC
(855) 793-5068
shareholder@Broadridge.com

By Courier or Mail:
Broadridge, Inc.
Attn.: BCIS IWS
51 Mercedes Way
Edgewood, NY 11717

By USPS Service
Broadridge, Inc.
Attn: BCIS Re-Organization Dept.
P.O. Box 1317
Brentwood, NY 11717-0718

Questions and requests for assistance may be directed to the Information Agent at its address and telephone numbers set forth below. Requests for copies of the Offer to Purchase, the related Letter of Transmittal, and the Notice of Guaranteed Delivery may be directed to the Information Agent. Such copies will be furnished promptly at Purchaser's expense. Shareholders may also contact brokers, dealers, commercial banks or trust companies for assistance concerning the Offer. Purchaser will not pay any fees or commissions to any broker or dealer or any other person (other than the Information Agent or the Depositary) for soliciting tenders of Shares pursuant to the Offer.

Innisfree M&A Incorporated

Innisfree M&A Incorporated
501 Madison Avenue, 20th Floor
New York, New York 10022

Stockholders may call toll free:
(877) 750-8240
Banks and Brokers may call collect:
(212) 750-5833

LETTER OF TRANSMITTAL

to Tender Ordinary Shares of

ALLEGO N.V.

at
$1.70 per share

Pursuant to the Offer to Purchase
Dated July 3, 2024
by

Madeleine Charging B.V.
an indirect, wholly owned subsidiary of funds managed by
Meridiam SAS

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON JULY 31, 2024, UNLESS THE OFFER IS EXTENDED (SUCH DATE AND TIME, AS IT MAY BE EXTENDED, THE "EXPIRATION TIME") OR EARLIER TERMINATED.

The Depositary for the Offer is:

Broadridge Corporate Issuer Solutions, LLC

By Courier or Mail:
Broadridge, Inc.
Attn.: BCIS IWS
51 Mercedes Way
Edgewood, NY 11717

By USPS Service
Broadridge, Inc.
Attn: BCIS Re-Organization Dept.
P.O. Box 1317
Brentwood, NY 11717-0718

Pursuant to the offer of Madeleine Charging B.V. ("*Purchaser*"), a wholly owned subsidiary of Meridiam SAS ("*Parent*"), to purchase all of the outstanding ordinary shares, par value €0.12 per share (each, a "*Share*" and, collectively, the "*Shares*"), of Allego N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands with its corporate seat in Arnhem, the Netherlands, and its office address at Westervoortsedijk 73 KB, 6827 AV Arnhem, the Netherlands, and registered with the trade register of the Netherlands Chamber of Commerce (*Kamer van Koophandel*) under number 82985537 (the "*Company*" or "*Allego*") not held, directly or indirectly, by Purchaser, Parent or any of their respective affiliates, the undersigned tenders the following Shares:

DESCRIPTION OF SHARES TENDERED	
Name(s) and Address(es) of Registered Holder(s)	**Total Number of Shares Tendered***
* *Unless otherwise indicated, it will be assumed that all book-entry Shares within the account are being tendered hereby. If the indicated number exceeds the number of book-entry Shares within the account, it will be assumed that the number of Shares tendered is equal to the number of book-entry Shares within the account.*	

NOTE: None of the Shares are represented by certificates.

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, WILL NOT CONSTITUTE VALID DELIVERY TO THE DEPOSITARY.

PLEASE READ THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL CAREFULLY BEFORE COMPLETING THIS LETTER OF TRANSMITTAL. TO PREVENT U.S. FEDERAL BACKUP WITHHOLDING TAX OF 24% ON ANY CASH PAYMENT PAYABLE TO YOU PURSUANT TO THE OFFER, MAKE SURE YOU COMPLETE THE IRS FORM W-9 INCLUDED HEREIN OR AN APPROPRIATE IRS FORM W-8, AS APPLICABLE, OR ALTERNATIVELY ESTABLISH ANOTHER BASIS FOR EXEMPTION FROM U.S. FEDERAL BACKUP WITHHOLDING.

THE TENDER OFFER IS NOT BEING MADE TO (NOR WILL TENDER OF SHARES BE ACCEPTED FROM OR ON BEHALF OF) SHAREHOLDERS IN ANY JURISDICTION WHERE IT WOULD BE ILLEGAL TO DO SO.

IF YOU HAVE QUESTIONS OR REQUESTS FOR ASSISTANCE, OR WOULD LIKE ADDITIONAL COPIES OF THIS LETTER OF TRANSMITTAL OR ANY OF THE OTHER OFFER DOCUMENTS DELIVERED IN CONNECTION WITH THE OFFER, YOU SHOULD CONTACT THE INFORMATION AGENT FOR THE OFFER, INNISFREE M&A INCORPORATED TOLL FREE AT (877) 750-8240 (FOR SHAREHOLDERS) OR COLLECT AT (212) 750 5833 (FOR BANKS AND BROKERS).

You have received this Letter of Transmittal in connection with the offer of Madeleine Charging B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands with its corporate seat in Amsterdam, the Netherlands, and its office address at Zuidplein 126, WTC Toren H, Floor 15, 1077 XV, Amsterdam, the Netherlands, and registered with the trade register of the Netherlands Chamber of Commerce (*Kamer van Koophandel*) under number 71768068 ("*Purchaser*"), whose indirect parent entities are managed by Meridiam SAS, a simplified stock company (société par actions simplifiée) incorporated under the laws of France with its principal business office address at 4, place de l'Opera, 75002, Paris, France ("*Parent*"), for all outstanding Shares that are not currently held, directly or indirectly, by Purchaser, Parent or any of their respective affiliates, at a price of US$1.70 per Share, without interest and less applicable withholding taxes, payable in cash, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated July 3, 2024 (as it may be amended or supplemented from time to time, the "*Offer to Purchase*" and, together with this Letter of Transmittal, as it may be amended or supplemented from time to time, the "*Offer*"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Offer to Purchase.

You should use this Letter of Transmittal to deliver to Broadridge Corporate Issuer Solutions, LLC (the "*Depositary*") Shares for tender, if (a) the Shares are directly registered in your own name in Allego's shareholders register, including if you are a record holder and hold Shares in book-entry form on the books of the Allego's transfer agent, or (b) the Shares are held in "street" name and are being tendered by book-entry transfer into an account maintained by the Depositary at The Depository Trust Company ("*DTC*"), unless an Agent's Message (as defined in Instruction 2 below) in lieu of this Letter of Transmittal is utilized.

If you wish to tender Shares that are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, you should contact your broker, dealer, commercial bank, trust company or other nominee and request that your broker, dealer, commercial bank, trust company or other nominee tenders such Shares.

If you cannot deliver all required documents to the Depositary prior to the Expiration Time or you cannot complete the book-entry transfer procedures prior to the Expiration Time, you may nevertheless tender your Shares according to the guaranteed delivery procedures set forth in "The Tender Offer - Section 3" of the Offer

to Purchase. See Instruction 2 below. **Delivery of documents to DTC will not constitute delivery to the Depositary.**

☐ **CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO THE ACCOUNT MAINTAINED BY THE DEPOSITARY WITH DTC AND COMPLETE THE FOLLOWING (NOTE THAT ONLY FINANCIAL INSTITUTIONS THAT ARE PARTICIPANTS IN DTC MAY DELIVER SHARES BY BOOK-ENTRY TRANSFER):**

Name of Tendering Institution: _____

DTC Participant Number: _____

Transaction Code Number: _____

☐ **CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING (PLEASE ENCLOSE A PHOTOCOPY OF SUCH NOTICE OF GUARANTEED DELIVERY):**

Name(s) of Registered Holder(s): _____

Window Ticket Number (if any) or DTC Participant Number: _____

Date of Execution of Notice of Guaranteed Delivery: _____

Name of Institution which Guaranteed Delivery: _____

NOTE: SIGNATURES MUST BE PROVIDED BELOW.
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

☐ **CHECK HERE IF THE TENDERED SHARES ARE DIRECTLY REGISTERED IN YOUR OWN NAME IN ALLEGO'S SHAREHOLDERS REGISTER.**

SUBJECT TO (*ONDER OPSCHORTENDE VOORWAARDE*), AND EFFECTIVE UPON, ACCEPTANCE FOR PAYMENT OF AND PAYMENT FOR THE SHARES VALIDLY TENDERED HEREWITH AND NOT PROPERLY WITHDRAWN ALL IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OFFER, THE PROPER COMPLETION AND DULY SIGNING OF THIS LETTER OF TRANSMITTAL WILL CONSTITUTE A PRIVATE DEED OF TRANSFER AS MAY BE REQUIRED BY DUTCH LAW FOR THE TRANSFER OF THE SHARES TENDERED HEREWITH TO PURCHASER (OR TO THE PURCHASER'S ASSIGNEE, IF PURCHASER DESIGNATES SUCH ASSIGNEE, IN EACH CASE PRIOR TO THE ACCEPTANCE FOR PAYMENT OF AND PAYMENT FOR THE TENDERED SHARES), AND ALLEGO'S ACKNOWLEDGEMENT OF SUCH TRANSFER OF SUCH TENDERED SHARES.

Share Number(s) Reflected in the Allego's Shareholders Register: _____

Please contact the Depositary (using the contact information on the first page of this Letter of Transmittal) if your Shares are directly registered in your own name in Allego's shareholders register and you do not have the numbers reflected in that register readily available.

Ladies and Gentlemen:

The undersigned herewith tenders to Purchaser the above-described Shares pursuant to the Offer to Purchase all of the outstanding Shares, that are not currently held, directly or indirectly, by Purchaser, Parent or any of their respective affiliates, at a purchase price of US$1.70 per Share, without interest and less applicable withholding taxes, payable in cash, on the terms and subject to the conditions set forth in the Offer to Purchase, receipt of which is hereby acknowledged, and this Letter of Transmittal. The undersigned understands that Purchaser reserves the right to transfer or assign, from time to time, in whole or in part, to one or more of its affiliates, Purchaser's right to purchase and accept the Shares tendered herewith and references to Purchaser in this Letter of Transmittal shall, in that case, be deemed to be references to the applicable assignee.

On the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of such extension or amendment), subject to, and effective upon, acceptance for payment of and payment for the Shares validly tendered herewith, and not properly withdrawn, prior to the Expiration Time in accordance with the terms of the Offer, the undersigned hereby sells, assigns and transfers to, or upon the order of, Purchaser (or Purchaser's assignee, if Purchaser designates such assignee, in each case prior to the acceptance for payment of and payment for the tendered Shares), all right, title and interest in and to all of the Shares being tendered hereby and any and all dividends, distributions, rights, other Shares or other securities issued or issuable in respect of such Shares on or after the date hereof (collectively, "*Distributions*") and, to the extent the tendered Shares are directly registered in the undersigned's name in Allego's shareholders register, the proper completion and duly signing of this Letter of Transmittal by the undersigned and Allego will constitute a private deed of transfer as may be required under Dutch law for the transfer of the Shares tendered herewith and Allego's acknowledgement of such transfer of such tendered Shares subject to (*onder opschortende voorwaarde*), and effective upon, acceptance for payment of and payment for the Shares validly tendered herewith and not properly withdrawn all in accordance with the terms and conditions of the Offer. In addition, the undersigned hereby irrevocably appoints and authorizes Purchaser as the true and lawful agent and attorney-in-fact and proxy of the undersigned with respect to such Shares and any Distributions with full power of substitution (such proxies and power of attorney being deemed to be an irrevocable power coupled with an interest in the tendered Shares) to the fullest extent of such shareholder's rights with respect to such Shares and any Distributions (a) to deliver any Distributions, or transfer of ownership of such Shares and any Distributions on the account books maintained by DTC, together, in either such case, with all accompanying evidence of transfer and authenticity, to or upon the order of Purchaser, (b) to transfer such Shares directly registered in the name of the undersigned in the shareholders register of Allego and any Distributions in respect of such Shares to or upon the order of Purchaser (or Purchaser's assignee, if applicable) to the extent not already transferred pursuant to this Letter of Transmittal, and (c) to receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares and any Distributions, all in accordance with the terms and subject to the conditions of the Offer.

The undersigned hereby irrevocably appoints each of the designees of Purchaser as the attorneys-in-fact and proxies of the undersigned, each with full power of substitution, to the fullest extent of such shareholder's rights with respect to the Shares tendered hereby which have been accepted for payment and with respect to any Distributions, all in accordance with the terms and subject to the conditions set forth in the Offer to Purchase and this Letter of Transmittal. The designees of Purchaser will, with respect to the Shares tendered hereby and any associated Distributions for which the appointment is effective, be empowered to exercise all voting and any other rights of such shareholder, as they, in their sole discretion, may deem proper at any annual, extraordinary, adjourned, postponed, convened or reconvened general meeting of shareholders of Allego. This proxy and power of attorney shall be irrevocable and coupled with an interest in the tendered Shares. Such appointment is effective when, and only to the extent that, Purchaser accepts the Shares tendered with this Letter of Transmittal for payment pursuant to the Offer. Upon the effectiveness of such appointment, without further action, all prior powers of attorney, proxies and consents given by the undersigned with respect to such Shares and any associated Distributions will be revoked and no subsequent powers of attorney, proxies, consents or revocations may be given (and, if given, will not be deemed effective). Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon Purchaser's acceptance for payment of such Shares, Purchaser or its designee(s) must be able to exercise full voting, consent and other rights, to the extent permitted under applicable law, with respect to such Shares and any associated Distributions, including voting at any general meeting of shareholders of Allego, or executing a written consent, concerning any matter.

The undersigned hereby represents and warrants to Purchaser that the undersigned has full power and authority to tender, sell, assign and transfer the Shares and any Distributions tendered hereby and, when the same are accepted for payment and paid for by Purchaser, Purchaser will acquire good, marketable and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances (other than restrictions on transfer arising under applicable securities laws and the Company's organizational documents) and the same will not be subject to any adverse claim. The undersigned hereby represents and warrants to Purchaser that the undersigned is the registered holder of the Shares tendered hereby, or the undersigned is a participant in DTC whose name appears on a security position listing as the owner of the Shares tendered hereby. The undersigned will, upon reasonable request, promptly execute and deliver any additional documents deemed by the Depositary or Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares and any Distributions tendered hereby. In addition, the undersigned shall promptly remit and transfer to the Depositary for the account of Purchaser (or Purchaser's assignee, if applicable) any and all Distributions in respect of the Shares tendered hereby, accompanied by documentation sufficient for such transfer and, pending such remittance or appropriate assurance thereof, Purchaser (or Purchaser's assignee, if applicable) shall be entitled to all rights and privileges as owner of any such Distributions and may withhold the entire purchase price or deduct from the purchase price the amount or value thereof, as determined by Purchaser in its sole discretion.

It is understood that the undersigned will not receive payment for the Shares tendered herewith unless and until (A) such Shares are accepted for payment and until such documents as the Depositary may require are received by the Depositary at the addresses set forth above, and (B) in the case of Shares being tendered by book-entry transfer into an account maintained by the Depositary at DTC, ownership of such Shares is validly transferred on the account books maintained by DTC, and in each case until the same are processed for payment by the Depositary.

IT IS UNDERSTOOD THAT THE METHOD OF DELIVERY OF THIS LETTER OF TRANSMITTAL AND ANY OTHER REQUIRED DOCUMENTS (INCLUDING DELIVERY THROUGH DTC) IS AT THE SOLE COST, OPTION AND RISK OF THE UNDERSIGNED AND THAT DELIVERY THEREOF WILL ONLY BE DEEMED MADE WHEN ACTUALLY RECEIVED BY THE DEPOSITARY (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, RECEIPT OF A BOOK-ENTRY CONFIRMATION (AS DEFINED BELOW)). IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY PRIOR TO THE EXPIRATION TIME.

All authority conferred or agreed to be conferred pursuant to this Letter of Transmittal shall not be affected by, and shall survive, the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal representatives, successors and assigns of the undersigned, and any party to whom authority is conferred or agreed to be conferred pursuant to this Letter of Transmittal shall also be authorized to act as counterparty of the undersigned when acting under such authority. Except as stated in the Offer to Purchase, this tender is irrevocable.

The undersigned understands and acknowledges that the acceptance for payment by Purchaser of Shares tendered pursuant to one of the procedures described in "The Tender Offer - Section 3 - Procedures for Accepting the Offer and Tendering Shares" of the Offer to Purchase and in the instructions hereto will constitute a binding agreement between the undersigned and Purchaser upon the terms and subject to the conditions of the Offer.

Unless otherwise indicated herein under "Special Payment Instructions," please issue the check for the purchase price of Shares accepted for payment in the name(s) of the registered holder(s) appearing under "Description of Shares Tendered." Similarly, unless otherwise indicated under "Special Delivery Instructions," please mail the check for the purchase price of Shares accepted for payment to the address(es) of the registered holder(s) appearing under "Description of Shares Tendered." In the event that both the Special Delivery Instructions and the Special Payment Instructions are completed, please issue the check for the purchase price of Shares accepted for payment in the name of, and deliver such check to, the person(s) so indicated. Unless otherwise indicated herein in the box titled "Special Payment Instructions," please credit any Shares tendered herewith or by an

Agent's Message and delivered by book-entry transfer, but which are not purchased, by crediting the account at DTC designated above. The undersigned recognizes that Purchaser has no obligation pursuant to the Special Payment Instructions to transfer any Shares from the name of the registered holder thereof if Purchaser does not accept for payment any of the Shares so tendered.

SPECIAL PAYMENT INSTRUCTIONS **(See instructions 1, 4, 5 and 6)**	**SPECIAL DELIVERY INSTRUCTIONS** **(See instructions 1, 4, 5 and 6)**
To be completed ONLY if the check for the purchase price of Shares accepted for payment (less any applicable withholding tax) is to be issued in the name of someone other than the undersigned. Please print. Issue check to: Name(s): _____ (Please Print) Address: _____ (Please Print) Zip Code: _____ Taxpayer Identification or Social Security Number (See enclosed IRS Form W-9)	*To be completed ONLY if the check for the purchase price of Shares accepted for payment (less any applicable withholding tax) is to be sent to someone other than the undersigned or to the undersigned at an address other than that shown in the box titled "Description of Shares Tendered" above. Please print.* Issue check to: Name(s): _____ (Please Print) Address: _____ (Please Print) Zip Code: _____

IMPORTANT—SIGN HERE
(and complete the enclosed IRS Form W-9 or an appropriate IRS Form W-8, as applicable, or establish another basis for exemption from U.S. federal backup withholding. See "Important Tax Information.")

X **Dated:** _____

(Signature(s) of Registered Holder(s))

(Must be signed by registered holder(s) exactly as name(s) appear(s) on Allego's shareholders register, or on a security position listing, or by person(s) authorized to become registered holder(s) by documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth such title in full and see Instruction 4.)

Name(s): _____
(Please Print)

Capacity (full title): _____

Address: _____
(Number and Street)

_____
(City, State and Zip Code (and Country, if other than U.S.A.))

Area Code and Telephone Number: _____

Taxpayer Identification Number (Social Security Number or Employer Identification Number): _____

GUARANTEE OF SIGNATURE(S)
(see Instructions 1 and 4)

FOR USE BY ELIGIBLE INSTITUTIONS ONLY
Eligible Institutions: Place Medallion Guarantee in Space Below

INSTRUCTIONS
Forming Part of the Terms and Conditions of the Offer

1. **Guarantee of Signatures.** All signatures on this Letter of Transmittal must be guaranteed by a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member of or participant in a recognized Medallion Program approved by the Securities Transfer Association, Inc., including the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program and the Stock Exchanges Medallion Program, or any other "eligible guarantor institution," as such term is defined in Rule 17Ad-15 promulgated under the Securities Exchange Act of 1934, as amended (each of the foregoing, an "*Eligible Institution*"), unless (a) this Letter of Transmittal is signed by the registered holder(s) of the Shares (which term, for purposes of this document, includes any participant in any of DTC's systems whose name appears on a security position listing as the owner of the Shares) tendered herewith and such registered holder(s) has (have) not completed the box titled "Special Payment Instructions" or the box titled "Special Delivery Instructions" on this Letter of Transmittal or (b) the Shares are tendered for the account of an Eligible Institution. See Instruction 4.

2. **Delivery of Letter of Transmittal or Book-Entry Confirmations.** This Letter of Transmittal is to be completed if (a) your Shares are directly registered in your own name in Allego's shareholders register, including if you are a record holder and hold Shares in book-entry form on the books of Allego's transfer agent, or (b) your Shares are held in "street" name and are being tendered by book-entry transfer into an account maintained by the Depositary at DTC, unless an Agent's Message (as defined below) in lieu of this Letter of Transmittal is utilized. The following must be received by the Depositary at its address set forth herein prior to the Expiration Time:

i. if your Shares are directly registered in your own name in Allego's shareholders register, including if you are a record holder and hold Shares in book-entry form on the books of Allego's transfer agent: (A) this Letter of Transmittal, properly completed and duly executed, and (B) any other documents required by this Letter of Transmittal; or

ii. if your Shares are held in "street" name and are being tendered by book-entry transfer into an account maintained by the Depositary at DTC, (A) this Letter of Transmittal, properly completed and duly executed, or an Agent's Message (as defined below) in lieu of a Letter of Transmittal, (B) a confirmation of book-entry transfer into the Depositary's account at DTC of the Shares tendered by book-entry transfer (a "*Book-Entry Confirmation*"), and (C) any other documents required by this Letter of Transmittal.

Shareholders who cannot deliver all of the required documents to the Depositary prior to the Expiration Time or who cannot complete the procedures for book-entry transfer prior to the Expiration Time may nevertheless tender their Shares by properly completing and duly executing a Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedure set forth in "The Tender Offer - Section 3" of the Offer to Purchase. Pursuant to such procedure: (a) such tender must be made by or through an Eligible Institution, (b) a properly completed and duly executed Notice of Guaranteed Delivery substantially in the form provided by Purchaser must be received by the Depositary prior to the Expiration Time, and (c) a properly completed and duly executed Letter of Transmittal (or an Agent's Message in the case of tendering Shares held in "street" name by book-entry transfer), a Book-Entry Confirmation with respect to all tendered Shares (in the case of tendering Shares held in "street" name by book-entry transfer) and any other documents required by this Letter of Transmittal, if any, must be received by the Depositary within one New York Stock Exchange trading day after the date of execution of such Notice of Guaranteed Delivery.

The term "*Agent's Message*" means a message, transmitted through electronic means by DTC to, and received by, the Depositary and forming part of a Book-Entry Confirmation, stating that DTC has received an express acknowledgment from the participant in DTC tendering Shares that are the subject of such Book-Entry Confirmation that such participant has received and agrees to be bound by the terms of this Letter of Transmittal and that Purchaser may enforce such agreement against the participant.

THE METHOD OF DELIVERY OF THIS LETTER OF TRANSMITTAL AND ANY OTHER REQUIRED DOCUMENTS (INCLUDING DELIVERY THROUGH DTC) IS AT THE SOLE COST, OPTION AND RISK OF THE TENDERING SHAREHOLDER, AND THE DELIVERY OF ALL SUCH DOCUMENTS WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER OF SHARES HELD IN "STREET" NAME, RECEIPT OF A BOOK-ENTRY CONFIRMATION). IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY PRIOR TO THE EXPIRATION TIME.

No alternative, conditional or contingent tenders will be accepted and no fractional Shares will be purchased. All tendering shareholders, by execution of this Letter of Transmittal, waive any right to receive any notice of the acceptance of their Shares for payment.

All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of the tender of any Shares hereunder, including questions as to the proper completion or execution of any Letter of Transmittal, Notice of Guaranteed Delivery or other required documents, will be determined by Purchaser in its sole and absolute discretion (which may delegate power in whole or in part to the Depositary) which determination will be final and binding. Purchaser reserves the absolute right to reject any and all tenders determined by it not to be in proper form or the acceptance for payment of, or payment for, which may, in the opinion of Purchaser's counsel, be unlawful. Purchaser also reserves the absolute right to waive any defect or irregularity in the tender of any Shares of any particular shareholder, whether or not similar defects or irregularities are waived in the case of any other shareholder. No tender will be deemed to have been validly made unless and until all defects and irregularities have been cured or waived within such time as Purchaser may reasonably determine. The Depositary shall make reasonable efforts to notify any person of any defect in any Letter of Transmittal submitted to the Depositary.

3. **Inadequate Space.** If the space provided herein is inadequate, additional information may be provided on a separate schedule attached hereto and separately signed on each page thereof in the same manner as this Letter of Transmittal is signed.

4. **Signatures on Letter of Transmittal.** If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered herewith, the signature(s) must correspond with the name(s) as written in the shareholders register of Allego relating to the tendered Shares.

If any Shares tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal. If any tendered Shares are registered in the names of different holders, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of those tendered Shares.

If this Letter of Transmittal is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, that person should so indicate when signing, and proper evidence satisfactory to Purchaser of that person's authority so to act must be submitted.

5. **Transfer Taxes.** Except as otherwise provided in this Instruction 5, Purchaser will pay all share transfer taxes, if any, with respect to the sale and transfer of Shares to it or to its order pursuant to the Offer (for the avoidance of doubt, transfer taxes do not include U.S. federal income or backup withholding taxes). If, however, payment of the purchase price of any Shares purchased is to be made to any person other than the registered holder(s) or if tendered Shares are registered in the name of any person other than the person(s) signing this Letter of Transmittal, the amount of any share transfer taxes (whether imposed on the registered holder(s), or such other person, or otherwise) payable on account of the payment to such other person will be deducted from the purchase price of the tendered Shares purchased, unless evidence satisfactory to Purchaser of the payment of such taxes, or exemption therefrom, is submitted with the Letter of Transmittal.

6. **Special Payment and Delivery Instructions.** If a check for the purchase price of any tendered Shares is to be issued in the name of or to be sent to a person other than the person(s) signing this Letter of Transmittal or to the person(s) signing this Letter of Transmittal but at an address other than that shown in the box titled "Description of Shares Tendered" above, the appropriate boxes on this Letter of Transmittal must be completed. An appropriate Form W-9 or Form W-8, as applicable, must also be completed for the person receiving the payment. If you have completed this section, your signature on the face of this Letter of Transmittal must be guaranteed by a bank, broker or other financial institution that is a member of a Securities Transfer Association-approved medallion program such as STAMP, SEMP, or MSP. All such book-entry Shares not purchased will be returned by crediting the same account at DTC as the account from which such book-entry Shares were delivered.

7. **Requests for Assistance or Additional Copies.** Questions and requests for assistance may be directed to the Information Agent at the address and telephone numbers set forth below or to a shareholder's broker, dealer, commercial bank, trust company or other nominee. Additional copies of the Offer to Purchase, this Letter of Transmittal, the Notice of Guaranteed Delivery and other documents related to the Offer may be obtained from the Information Agent for free.

8. **U.S. Federal Backup Withholding.** In order to avoid U.S. federal backup withholding (currently at a rate of 24%) on payments of the purchase price with respect to Shares tendered pursuant to the Offer, each tendering shareholder that is a U.S. Person (as defined in Section 7701(a)(30) of the U.S. Internal Revenue Code of 1986, as amended) must provide the Depositary with a properly completed, dated and signed Internal Revenue Service ("*IRS*") Form W-9 furnishing such shareholder's correct Taxpayer Identification Number ("*TIN*") and certifying, under penalties of perjury, that such number is correct, such shareholder is not subject to U.S. federal backup withholding and such shareholder is a U.S. Person, or by otherwise establishing a basis for exemption. If a tendering shareholder that is a U.S. Person does not have a TIN, such shareholder should consult the instructions to IRS Form W-9 for information on applying for a TIN. If a tendering shareholder that is a U.S. Person does not provide its TIN to the Depositary by the time of payment, U.S. federal backup withholding may apply. Certain shareholders (including, among others, certain corporations, non-resident non-U.S. individuals and non-U.S. entities) may not be subject to the U.S. federal backup withholding and reporting requirements.

In order for a tendering shareholder that is not a U.S. Person to avoid U.S. federal backup withholding on payments of the purchase price with respect to Shares tendered pursuant to the Offer, each such tendering shareholder must provide the Depositary with a properly completed copy of the appropriate IRS Form W-8, certifying, under penalties of perjury, that such shareholder is not a U.S. Person and is the beneficial owner of payments received pursuant to the Offer, or alternatively establish a basis for exemption.

NOTE: FAILURE TO PROPERLY COMPLETE AND RETURN THE IRS FORMW-9 OR THE APPROPRIATE IRS FORM W-8 (OR OTHERWISE ESTABLISH A BASIS FOR EXEMPTION FROM U.S. FEDERAL BACKUP WITHHOLDING) WILL NOT, BY ITSELF, CAUSE SHARES TO BE DEEMED INVALIDLY TENDERED BUT MAY RESULT IN A 24% U.S. FEDERAL INCOME TAX WITHHOLDING ON THE PURCHASE PRICE AND A PENALTY BEING IMPOSED BY THE IRS. PLEASE REVIEW THE "IMPORTANT TAX INFORMATION" SECTION BELOW.

9. **Waiver of Conditions.** Subject to the terms and conditions of the Transaction Framework Agreement (as defined in the Offer to Purchase) and the applicable rules and regulations of the Securities and Exchange Commission, the conditions of the Offer may be waived by Purchaser in whole or in part at any time and from time to time in its sole discretion.

IMPORTANT: THIS LETTER OF TRANSMITTAL, PROPERLY COMPLETED AND DULY EXECUTED, OR AN AGENT'S MESSAGE, TOGETHER WITH A BOOK-ENTRY CONFIRMATION (IF APPLICABLE) OR A PROPERLY COMPLETED AND DULY EXECUTED NOTICE OF GUARANTEED DELIVERY AND ANY OTHER REQUIRED DOCUMENTS, MUST BE RECEIVED BY THE DEPOSITARY PRIOR TO THE EXPIRATION TIME.

IMPORTANT TAX INFORMATION

Under U.S. federal income tax laws, to prevent U.S. federal backup withholding on payments of the purchase price with respect to Shares tendered pursuant to the Offer to a tendering shareholder that is a U.S. Person, such shareholder is generally required to provide the Depositary (as payer) with such shareholder's taxpayer identification number ("*TIN*") by completing the attached IRS Form W-9 and certifying, under penalties of perjury, that (a) the TIN provided on IRS Form W-9 is correct (or that such shareholder is awaiting a TIN), (b) such shareholder is a U.S. Person, and (c) such shareholder is not subject to U.S. federal backup withholding, or by otherwise establishing a basis for exemption from U.S. federal backup withholding. A TIN is generally an individual shareholder's social security number or a non-individual shareholder's employer identification number. If the Depositary is not provided with the correct TIN, a penalty may be imposed by the IRS and payments that are made with respect to Shares tendered pursuant to the Offer may be subject to U.S. federal backup withholding. Failure to comply truthfully with the U.S. federal backup withholding requirements may also result in the imposition of criminal and/or civil fines and penalties. If a tendering shareholder that is a U.S. Person has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future, such shareholder should write "Applied for" in Part I of the IRS Form W-9. Notwithstanding that "Applied for" is written in Part I of the IRS Form W-9, the Depositary may withhold 24 percent of all reportable payments of the purchase price with respect to Shares tendered pursuant to the Offer to such shareholder until a TIN is provided to the Depositary. Under certain circumstances, a shareholder's IRS Form W-9, including its TIN, may be transferred from the Depositary to Purchaser's paying agent.

Certain shareholders (including certain corporations, non-resident non-U.S. individuals and non-U.S. entities) may not be subject to the U.S. federal backup withholding requirements. An exempt shareholder that is a U.S. Person should provide the Depositary with a properly completed IRS Form W-9 that furnishes such shareholder's correct TIN and any applicable "exempt payee codes" in the "Exemptions" box of the IRS Form W-9. A shareholder (whether an individual or an entity) that is not a U.S. Person may qualify as an exempt recipient by submitting to the Depositary a properly completed IRS Form W-8BEN, IRS Form W-8BEN-E or IRS Form W-8ECI (or other applicable IRS Form W-8) certifying, under penalties of perjury, that such shareholder is not a U.S. Person and is the beneficial owner of payments received pursuant to the Offer. In general, a person is not a beneficial owner of income if the person receives the income as nominee, agent or custodian, or to the extent the person is a conduit whose participation in the transaction is disregarded. Please consult your tax advisor for more information. The appropriate IRS Form W-8 can be obtained from the Depositary or downloaded from the IRS's website at http://www.irs.gov.

Please consult your tax advisor for further guidance regarding the completion of IRS Form W-9, IRS Form W-8BEN, IRS Form W-8BEN-E or IRS Form W-8ECI (or other applicable IRS Form W-8) to claim exemption from U.S. federal backup withholding, or contact the Depositary.

If U.S. federal backup withholding applies, the Depositary is required to withhold and pay over to the IRS a portion of any payment made to a shareholder. U.S. federal backup withholding is not an additional tax. Rather, the U.S. federal income tax liability of persons subject to U.S. federal backup withholding will be reduced by the amount of tax withheld. If U.S. federal backup withholding results in an overpayment of taxes, a refund may be obtained from the IRS, provided that the required information is properly furnished to the IRS.

For additional information regarding the U.S. federal income tax consequences of the Offer to Purchase, see "Certain Material Tax Consequences - U.S. Federal Income Tax Consequences" in the Offer to Purchase.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.
- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.
- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1 — An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2 — The United States or any of its agencies or instrumentalities.

3 — A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4 — A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5 — A corporation.

6 — A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7 — A futures commission merchant registered with the Commodity Futures Trading Commission.

8 — A real estate investment trust.

9 — An entity registered at all times during the tax year under the Investment Company Act of 1940.

10 — A common trust fund operated by a bank under section 584(a).

11 — A financial institution as defined under section 581.

12 — A middleman known in the investment community as a nominee or custodian.

13 — A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for...	THEN the payment is exempt for…
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A — An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B — The United States or any of its agencies or instrumentalities.

C — A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D — A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E — A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F — A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G — A real estate investment trust.

H — A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I — A common trust fund as defined in section 584(a).

J — A bank as defined in section 581.

K — A broker.

L — A trust exempt from tax under section 664 or described in section 4947(a)(1).

M — A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding* earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

The Depositary for the Offer is:

Broadridge Corporate Issuer Solutions, LLC

By Courier or Mail:
Broadridge, Inc.
Attn.: BCIS IWS
51 Mercedes Way
Edgewood, NY 11717

By USPS Service
Broadridge, Inc.
Attn: BCIS Re-Organization Dept.
P.O. Box 1317
Brentwood, NY 11717-0718

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY TO THE DEPOSITARY.

Questions or requests for assistance may be directed to the Information Agent at its address and telephone number listed below. Additional copies of the Offer to Purchase, this Letter of Transmittal and other materials related to the Offer may be obtained for free from the Information Agent. Shareholders may also contact their brokers, dealers, commercial banks, trust companies or other nominees for assistance concerning the Offer.

The Information Agent for the Offer is:

Innisfree M&A Incorporated
501 Madison Avenue, 20th Floor
New York, New York 10022

Shareholders may call toll free: (877) 750-8240
Banks and brokers may call: (212) 750-5833

NOTICE OF GUARANTEED DELIVERY
to Tender Ordinary Shares of

ALLEGO N.V.

at
$1.70 per share
Pursuant to the Offer to Purchase
dated July 3, 2014
(the "*Offer to Purchase*")
by

Madeleine Charging B.V.

an indirect, wholly owned subsidiary of funds managed by

Meridiam SAS

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON JULY 31, 2024, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

This Notice of Guaranteed Delivery, or one substantially in the form hereof, must be used to accept the Offer (as defined below), on the terms and subject to the conditions set forth in the Offer to Purchaser (the "*Offer to Purchase*") and in the related Letter of Transmittal (the "*Letter of Transmittal*" and, together with the Offer to Purchase, as each may be amended or supplemented from time to time, the "*Offer*") if (a) the procedure for delivery of book-entry transfer of ordinary shares, par value €0.12 per share (each, a "Share" and, collectively, the "*Shares*"), of Allego N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands with its corporate seat in Arnhem, the Netherlands, and its office address at Westervoortsedijk 73 KB, 6827 AV Arnhem, the Netherlands, and registered with the trade register of the Netherlands Chamber of Commerce (*Kamer van Koophandel*) under number 82985537 (the "*Company*" or "*Allego*"), cannot be completed prior to one minute after 11:59 p.m. (New York City time), on July 31, 2024 (the "*Expiration Time*," unless the Offer is extended in accordance with the Transaction Framework Agreement, dated as of June 16, 2024 (as it may be amended from time to time, the "*Transaction Framework Agreement*"), by and among, the Company, Madeleine Charging B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands with its corporate seat in Amsterdam, the Netherlands, and its office address at Zuidplein 126, WTC Toren H, Floor 15, 1077 XV, Amsterdam, the Netherlands, and registered with the trade register of the Netherlands Chamber of Commerce (*Kamer van Koophandel*) under number 71768068 ("*Purchaser*"), whose indirect parent entities are managed by Meridiam SAS, a simplified stock company (société par actions simplifiée) incorporated under the laws of France with its principal business office address at 4, place de l'Opera, 75002, Paris, France ("*Parent*") and Meridiam Sustainable Infrastructure Europe IV SLP, a limited partnership (*société de libre partenariat*) incorporated under the laws of France, with its registered office located at 4, place de l'Opéra 75002 Paris, France, registered with the Paris Trade and Companies Register under number 894856889, represented by Parent, its management company, in which event "Expiration Time" will mean the latest time and date at which the Offer, as so extended by Purchaser, will expire), or (b) time will not permit delivery of all of the required documents to Broadridge Corporate Issuer Solutions, LLC (the "*Depositary*") prior to the Expiration Time. This Notice of Guaranteed Delivery may be delivered by courier or mailed to the Depositary. See "The Tender Offer - Section 3 – Procedures for Accepting the Offer and Tendering Shares" of the Offer to Purchase.

The Depositary for the Offer is:

Broadridge Corporate Issuer Solutions, LLC

By Courier or Mail:	*By USPS Service*
Broadridge, Inc.	Broadridge, Inc.
Attn.: BCIS IWS	Attn: BCIS Re-Organization Dept.
51 Mercedes Way	P.O. Box 1317
Edgewood, NY 11717	Brentwood, NY 11717-0718

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS, OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TRANSMISSION, OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY TO THE DEPOSITARY.

THIS FORM IS NOT TO BE USED TO GUARANTEE SIGNATURES. IF A SIGNATURE ON A LETTER OF TRANSMITTAL IS REQUIRED TO BE GUARANTEED BY AN ELIGIBLE INSTITUTION (AS DEFINED IN "THE TENDER OFFER - SECTION 3 – PROCEDURES FOR ACCEPTING THE OFFER AND TENDERING SHARES" OF THE OFFER TO PURCHASE) UNDER THE INSTRUCTIONS THERETO, SUCH SIGNATURE GUARANTEE MUST APPEAR IN THE APPLICABLE SIGNATURE BOX ON THE APPROPRIATE LETTER OF TRANSMITTAL.

The Eligible Institution that completes this form must communicate the guarantee to the Depositary and must deliver the Letter of Transmittal or an Agent's Message (as defined in Instruction 2 of the Letter of Transmittal) to the Depositary within the time period referenced herein. Failure to do so could result in a financial loss to such Eligible Institution.

Ladies and Gentlemen:

The undersigned hereby tenders to Purchaser, upon the terms and subject to the conditions set forth in the Offer to Purchase and in the related Letter of Transmittal, receipt of which is hereby acknowledged, the aggregate number of Shares, specified below, pursuant to the guaranteed delivery procedure set forth in the Offer to Purchase and in the related Letter of Transmittal (see "The Tender Offer - Section 3 - Procedures for Accepting the Offer and Tendering Shares").

All authority herein conferred or agreed to be conferred by this Notice of Guaranteed Delivery shall survive the death or incapacity of the undersigned and every obligation of the undersigned under this Notice of Guaranteed Delivery shall be binding upon the heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and any other legal representatives of the undersigned.

Number of Shares: _____

☐ Check here if Shares will be tendered by book-entry transfer

DTC Account Number: _____

Name of Tendering Institution: _____

Date: _____

Name(s) of Holder(s): _____

(Please Print)

Signature(s): _____

Address(es): _____

(Zip Code)

Area Code and Telephone Number(s): _____

GUARANTEE
(Not to be used for signature guarantee)

The undersigned, an Eligible Institution (as defined in "The Tender Offer - Section 3 – Procedures for Accepting the Offer and Tendering Shares" of the Offer to Purchase), hereby (a) represents that the tender of Shares effected hereby complies with Rule 14e-4 under the Securities Exchange Act of 1934, as amended, and, (b) guarantees delivery to the Depositary, within one New York Stock Exchange trading day after the date hereof, at its address set forth above, of (i) a properly completed and duly executed Letter of Transmittal (or, alternatively an Agent's Message (as defined in Instruction 2 of the Letter of Transmittal) in the case of tendering Shares held in "street" name by book-entry transfer), (ii) a confirmation of a book-entry transfer of such Shares into the Depositary's account at the Depository Trust Company in the case of tendering Shares held in "street" name by book-entry transfer (pursuant to the procedures set forth in The Tender Offer - Section 3 – "Procedures for Accepting the Offer and Tendering Shares" of the Offer to Purchase) and (iii) all other documents required by the Letter of Transmittal, if any.

Name of Firm: _____

(Authorized Signature)

Address: _____ Name: _____

(Zip Code) (Please Type or Print)

Title: _____

Area Code and Tel. No.: _____ Dated: _____

OFFER TO PURCHASE FOR CASH
All Outstanding Ordinary Shares of

ALLEGO N.V.

at
$1.70 per share

Pursuant to the Offer to Purchase
Dated July 3, 2024

by
Madeleine Charging B.V.
an indirect, wholly owned subsidiary of funds managed by
Meridiam SAS

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON JULY 31, 2024, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

July 3, 2024

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

We have been engaged by Madeleine Charging B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands with its corporate seat in Amsterdam, the Netherlands, and its office address at Zuidplein 126, WTC Toren H, Floor 15, 1077 XV, Amsterdam, the Netherlands, and registered with the trade register of the Netherlands Chamber of Commerce (*Kamer van Koophandel*) under number 71768068 ("*Purchaser*"), whose indirect parent entities are managed by Meridiam SAS, a simplified stock company (société par actions simplifiée) incorporated under the laws of France with its principal business office address at 4, place de l'Opera, 75002, Paris, France ("*Parent*"), to act as Information Agent (the "*Information Agent*") in connection with Purchaser's offer to purchase all of the outstanding ordinary shares, par value €0.12 per share (each, a "*Share*" and, collectively the "*Shares*"), of Allego N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands with its corporate seat in Arnhem, the Netherlands, and its office address at Westervoortsedijk 73 KB, 6827 AV Arnhem, the Netherlands, and registered with the trade register of the Netherlands Chamber of Commerce (*Kamer van Koophandel*) under number 82985537 ("*Allego*" or the "Company"), that are not already held, directly or indirectly, by Purchaser, Parent or any of their respective affiliates, at a purchase price of US$1.70 per Share, without interest and less applicable withholding taxes, payable in cash (the "*Offer Consideration*"), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated July 3, 2024 (the "*Offer to Purchase*"), and the related Letter of Transmittal (the "*Letter of Transmittal*" and, together with the Offer to Purchase, as each may be amended or supplemented from time to time, the "*Offer*") enclosed herewith. Please furnish copies of the enclosed materials to those of your clients for whom you hold Shares registered in your name or in the name of your nominee.

The Offer is not subject to a minimum tender condition, financing condition, or any condition related to receipt of third party or regulatory approvals or the absence of a material adverse effect. Certain conditions to the Offer are described in "The Tender Offer - Section 15 – Certain Conditions of the Offer" of the Offer to Purchase.

For your information and for forwarding to your clients for whom you hold Shares registered in your name or in the name of your nominee, we are enclosing the following documents:

1. The Offer to Purchase;
2. The Solicitation/Recommendation Statement on Schedule 14D-9 of Allego;
3. Rule 13e-3 Transaction Statement on Schedule 13E-3 of Allego and Purchaser
4. The Letter of Transmittal for the information of your clients;
5. A Notice of Guaranteed Delivery for the information of your clients if the required documents cannot be delivered to us to submit to Broadridge Corporate Issuer Solutions, LLC (the "*Depositary*") through The Depositary Trust Company's ("*DTC*") Automated Tender Program ("*ATOP*") prior to one minute after 11:59 p.m. (New York City time), on July 31, 2024 (the "*Expiration Time*," unless the Offer is extended in accordance with the Transaction Framework Agreement, dated as of June 16, 2024 (as it may be amended from time to time, the "*Transaction Framework Agreement*"), by and among Purchaser, Meridiam Sustainable Infrastructure Europe IV SLP, a limited partnership (*société de libre partenariat*) incorporated under the laws of France, with its registered office located at 4, place de l'Opéra 75002 Paris, France, registered with the Paris Trade and Companies Register under number 894856889, represented by Parent, its management company, and the Company, in which event "Expiration Time" will mean the latest time and date at which the Offer, as so extended by Purchaser, will expire) or if the procedure for delivery by book-entry transfer cannot be completed prior to the Expiration Time;
6. A form of letter which may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Offer; and
7. A return envelope addressed to the Depositary for your use only.

We urge you to contact your clients as promptly as possible. Please note that the Offer and withdrawal rights will expire at one minute after 11:59 p.m. (New York City time), on July 31, 2024, unless the Offer is extended or earlier terminated.

The Offer is being made pursuant to the Transaction Framework Agreement, and unless the Offer is earlier terminated, the Offer will expire at the Expiration Time. The Transaction Framework Agreement provides, among other things, that, subject to the terms and conditions set forth therein, Purchaser will (and Parent will cause Purchaser to), (a) at or as promptly as practicable following the Expiration Time, irrevocably accept for payment (the time of acceptance for payment, the "*Acceptance Time*") and (b) at or as promptly as practicable following the Acceptance Time, pay for all Shares validly tendered and not properly withdrawn pursuant to the Offer as of the Acceptance Time (such time of payment, the "*Closing*"). It is expected that following the Closing, the Company will voluntarily delist the Shares from the New York Stock Exchange (the "*Delisting*"). As soon as possible and permitted after the Delisting Allego will deregister the Shares under the Securities Exchange Act of 1934, as amended, resulting in the suspension of Allego's reporting obligations with respect to the Shares with the United States Securities and Exchange Commission.

Under no circumstance will interest be paid on the Offer Consideration in connection with the Offer, regardless of any extension of the Offer or any delay in making payment for Shares.

A committee (the "*Independent Transaction Committee*") of the board of directors of Allego (the "*Board*") consisting of Christian Vollmann, Patrick Sullivan and Ronald Stroman, each of whom is an independent director of the Board and does not have a conflict of interest with respect to the Transactions (as defined in the Offer to Purchase) reviewed the terms and conditions of theTransactions, including the terms and conditions of the Offer, with the assistance of its legal and financial advisors. The Independent Transaction Committee recommended to the Board that it (a) determine that, on the terms and subject to the conditions set forth in the Transaction Framework Agreement, the Transactions are in the best interest of the Company and its business and promote the sustainable success and the sustainable long-term value creation of the Company's business, having taken into

account the interests of its stakeholders (including the Company's shareholders other than Purchaser, Parent or any affiliate thereof (such unaffiliated shareholders, from time to time, the "*Unaffiliated Shareholders*")), (b) approve the execution of the Transaction Framework Agreement by the Company and the performance by the Company of its obligations thereunder and (c) resolve, that the Company pursue the Transactions on the terms and subject to the provisions of the Transaction Framework Agreement. Following receipt of such recommendation, the Board (other than the directors who recused themselves from all deliberations and decision-making of the Board regarding the Transactions (the "*Recused Directors*")) reviewed the terms and conditions of the Transactions, including the terms and conditions of the Offer, and unanimously (a) determined that, on the terms and subject to the conditions set forth in the Transaction Framework Agreement, the Transactions are in the best interests of Allego and its business and promote the sustainable success and the sustainable long-term value creation of Allego's business, having taken into account the interests of its stakeholders (including the Unaffiliated Shareholders), (b) approved the execution of the Transaction Framework Agreement by Allego and the performance by Allego of its obligations thereunder and (c) resolved that Allego pursue the Transactions on the terms and subject to the provisions of the Transaction Framework Agreement.

The Independent Transaction Committee and the Board (other than the Recused Directors) on behalf of Allego are supportive of the commencement of the Offer but, after careful consideration, including a thorough review of the terms and conditions of the Offer and the Transaction Framework Agreement determined to take no position and make no recommendation, and to express no opinion and to remain neutral, with respect to the Offer. A more complete description of the reasons that the Board approved the Offer is set forth in the Solicitation/Recommendation Statement on Schedule 14D-9 that Allego is furnishing to the Unaffiliated Shareholders in connection with the Offer.

In order for Unaffiliated Shareholders to validly tender their Shares pursuant to the Offer, either (a) (i) an Agent's Message (as defined in Instruction 2 of the Letter of Transmittal) in lieu of a Letter of Transmittal in the case of tendering Shares held in "street" name by book-entry transfer and (ii) a confirmation of a book-entry transfer into the Depositary's account at DTC of the Shares tendered by book-entry transfer (pursuant to the procedures set forth in "The Tender Offer - Section 3 – Procedures for Accepting the Offer and Tendering Shares" of the Offer to Purchase) must all be received by the Depositary at its addresses set forth on the back cover of the Offer to Purchase, or (b) the tendering shareholder must comply with the guaranteed delivery procedures set forth in "The Tender Offer - Section 3 – Procedures for Accepting the Offer and Tendering Shares" of the Offer to Purchase. No alternative, conditional or contingent tenders will be accepted.

Except as set forth in the Offer to Purchase, neither Parent nor Purchaser will pay any fees or commissions to any broker or dealer or to any other person (other than to the Depositary and the Information Agent) in connection with the solicitation of tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks, trust companies and other nominees will, upon request, be reimbursed by Purchaser for customary mailing and handling expenses incurred by them in forwarding offering materials to their customers. Purchaser will pay all stock transfer taxes applicable to its purchase of Shares pursuant to the Offer, subject to Instruction 5 of the Letter of Transmittal.

Any inquiries you may have with respect to the Offer should be addressed to, and additional copies of the enclosed materials may be obtained from, the undersigned at the address and telephone numbers set forth below.

Very truly yours,
Innisfree M&A Incorporated

Nothing contained herein or in the enclosed documents shall render you the agent of Purchaser, the Information Agent or the Depositary or any affiliate of any of them or authorize you or any other person to use any document or make any statement on behalf of any of them in connection with the Offer other than the enclosed documents and the statements contained therein.

The Information Agent for the Offer is:

Innisfree M&A Incorporated
501 Madison Avenue, 20th Floor
New York, New York 10022

Shareholders may call toll free: (877) 750-8240
Banks and brokers may call: (212) 750-5833

OFFER TO PURCHASE FOR CASH
All Outstanding Ordinary Shares of

ALLEGO N.V.

at
$1.70 per share
Pursuant to the Offer to Purchase
dated July 3, 2024
by

Madeleine Charging B.V.

an indirect, wholly owned subsidiary of funds managed by

Meridiam SAS

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON JULY 31, 2024, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

July 3, 2024

To Our Clients:

Enclosed for your consideration are the Offer to Purchase, dated July 3, 2024 (the "*Offer to Purchase*"), and the related Letter of Transmittal (the "*Letter of Transmittal*" and, together with the Offer to Purchase, as each may be amended or supplemented from time to time, the "*Offer*") in connection with the offer by Madeleine Charging B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands with its corporate seat in Amsterdam, the Netherlands, and its office address at Zuidplein 126, WTC Toren H, Floor 15, 1077 XV, Amsterdam, the Netherlands, and registered with the trade register of the Netherlands Chamber of Commerce (*Kamer van Koophandel*) under number 71768068 ("*Purchaser*"), whose indirect parent entities are managed by Meridiam SAS, a simplified stock company (société par actions simplifiée) incorporated under the laws of France with its principal business office address at 4, place de l'Opera, 75002, Paris, France ("*Parent*"), to purchase all of the outstanding ordinary shares, par value €0.12 per share (each, a "*Share*" and, collectively, the "*Shares*"), of Allego N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands with its corporate seat in Arnhem, the Netherlands, and its office address at Westervoortsedijk 73 KB, 6827 AV Arnhem, the Netherlands, and registered with the trade register of the Netherlands Chamber of Commerce (*Kamer van Koophandel*) under number 82985537 ("*Allego*" or the "*Company*"), that are not already held, directly or indirectly, by Purchaser, Parent or any of their respective affiliates, at a purchase price of US$1.70 per Share, without interest and less applicable withholding taxes, payable in cash (the "*Offer Consideration*"), upon the terms and subject to the conditions set forth in the Offer.

We or our nominees are the holder of record of Shares held for your account. A tender of such Shares can be made only by us as the holder of record and pursuant to your instructions. The Letter of Transmittal accompanying this letter is furnished to you for your information only and cannot be used by you to tender Shares held by us for your account.

We request instructions as to whether you wish us to tender any or all of the Shares held by us for your account, upon the terms and subject to the conditions set forth in the enclosed Offer to Purchase and the Letter of Transmittal.

Please note carefully the following:

1. The Offer Consideration for the Offer is US$1.70 per Share, without interest and less applicable withholding taxes, to the holders thereof, payable in cash.

2. The Offer is being made for all outstanding Shares that are not already held, directly or indirectly, by Purchaser, Parent or any of their respective affiliates.

3. The Offer is being made pursuant to a Transaction Framework Agreement, dated as of June 16, 2024 (as it may be amended from time to time, the "*Transaction Framework Agreement*"), by and among Purchaser, Meridiam Sustainable Infrastructure Europe IV SLP, a limited partnership (*société de libre partenariat*) incorporated under the laws of France, with its registered office located at 4, place de l'Opéra 75002 Paris, France, registered with the Paris Trade and Companies Register under number 894856889, represented by Parent, its management company, and Allego. Unless the Offer is earlier terminated, the Offer will expire at one minute after 11:59 p.m. (New York City time), on July 31, 2024 (the "*Expiration Time*," unless the Offer is extended in accordance with the Transaction Framework Agreement, in which event "Expiration Time" will mean the latest time and date at which the Offer, as so extended by Purchaser, will expire). The Transaction Framework Agreement provides, among other things, that, subject to the terms and conditions set forth therein, Purchaser will (and Parent will cause Purchaser to), (a) at or as promptly as practicable following the Expiration Time, irrevocably accept for payment (the time of acceptance for payment, the "*Acceptance Time*") and (b) at or as promptly as practicable following the Acceptance Time, pay for all Shares validly tendered and not properly withdrawn pursuant to the Offer as of the Acceptance Time (such time of payment, the "*Closing*"). It is expected that following the Closing, the Company will voluntarily delist the Shares from the New York Stock Exchange and, Allego will no longer be a publicly traded company (the "*Delisting*"). As soon as possible and permitted after the Delisting, Allego will deregister the Shares under the Securities Exchange Act of 1934, as amended, resulting in the cessation of Allego's reporting obligations with respect to the Shares with the United States Securities and Exchange Commission.

Under no circumstance will interest be paid on the Offer Consideration in connection with the Offer, regardless of any extension of the Offer or any delay in making payment for Shares.

A committee (the "*Independent Transaction Committee*") of the board of directors of Allego (the "*Board*") consisting of Christian Vollmann, Patrick Sullivan and Ronald Stroman, each of whom is an independent director of the Board and does not have a conflict of interest with respect to the Transactions (as defined in the Offer to Purchase) reviewed the terms and conditions of the Transactions, including the terms and conditions of the Offer, with the assistance of its legal and financial advisors. The Independent Transaction Committee recommended to the Board that it (a) determine that, on the terms and subject to the conditions set forth in the Transaction Framework Agreement, the Transactions are in the best interest of the Company and its business and promote the sustainable success and the sustainable long-term value creation of the Company's business, having taken into account the interests of its stakeholders (including the Company's shareholders other than Purchaser, Parent or any affiliate thereof (such unaffiliated shareholders, from time to time, the "*Unaffiliated Shareholders*")), (b) approve the execution of the Transaction Framework Agreement by the Company and the performance by the Company of its obligations thereunder and (c) resolve, that the Company pursue the Transactions on the terms and subject to the provisions of the Transaction Framework Agreement. Following receipt of such recommendation, the Board (other than the directors who recused themselves from all deliberations and decision-making of the Board regarding the Transactions (the "*Recused Directors*")) reviewed the terms and conditions of the Transactions, including the terms and conditions of the Offer, and unanimously (a) determined that, on the terms and subject to the conditions set forth in the Transaction Framework Agreement, the Transactions are in the best interests of Allego and its business and promote the sustainable success and the sustainable long-term value creation of Allego's business, having taken into account the interests of its stakeholders (including the Company's shareholders other than Purchaser, Parent or any of their respective affiliates, such unaffiliated shareholders, from time to time, the "*Unaffiliated Shareholders*"), (b) approved the execution of the Transaction Framework Agreement by Allego and the performance by Allego of its obligations thereunder and (c) resolved that Allego pursue the Transactions on the terms and subject to the provisions of the Transaction Framework Agreement.

The Independent Transaction Committee and the Board (other than the Recused Directors) on behalf of Allego are supportive of the commencement of the Offer but, after careful consideration, including a thorough review of the terms and conditions of the Offer and the Transaction Framework Agreement determined to take no position and make no recommendation, and to express no opinion and to remain neutral, with respect to the Offer. A more complete description of the reasons that the Board approved the Offer is set forth in the Solicitation/Recommendation Statement on Schedule 14D-9 that Allego is furnishing to the Unaffiliated Shareholders in connection with the Offer.

4. The Offer is subject to certain conditions described in "The Tender Offer - Section 15 Certain Conditions of the Offer" of the Offer to Purchase.

5. Tendering Unaffiliated Shareholders who are record owners of their Shares and who tender directly to Broadridge Corporate Issuer Solutions, LLC (the "*Depositary*") will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in Instruction 5 of the Letter of Transmittal, stock transfer taxes with respect to the purchase of Shares by Purchaser pursuant to the Offer. Shareholders who hold their Shares through a broker, dealer, commercial bank, trust company or other nominee should consult such broker, dealer, commercial bank, trust company or other nominee as to whether it charges any service fees or commissions.

If you wish to have us tender any or all of your Shares, then please so instruct us by completing, executing, detaching and returning to us the Instruction Form on the detachable part hereof. An envelope to return your instructions to us is enclosed. If you authorize tender of your Shares, then all such Shares will be tendered unless otherwise specified on the Instruction Form.

Your prompt action is requested. Your Instruction Form should be forwarded to us in ample time to permit us to submit the tender on your behalf before the Expiration Time.

The Offer is not being made to (nor will tenders be accepted from or on behalf of) Unaffiliated Shareholders in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. However, Purchaser may, in its discretion, take such action as it deems necessary to make the Offer comply with the laws of any such jurisdiction and extend the Offer to Unaffiliated Shareholders in such jurisdiction in compliance with applicable law. In those jurisdictions where applicable law requires the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

INSTRUCTION FORM

With Respect to The Offer to Purchase For Cash
All Outstanding Ordinary Shares of

ALLEGO N.V.

at
$1.70 per share
Pursuant to the Offer to Purchase
dated July 3, 2024
by

Madeleine Charging B.V.

an indirect, wholly owned subsidiary of funds managed by

Meridiam SAS

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON JULY 31, 2024, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase, dated July 3, 2024 (the "*Offer to Purchase*"), and the related Letter of Transmittal (the "*Letter of Transmittal*" and, together with the Offer to Purchase, as each may be amended or supplemented from time to time, the "*Offer*"), in connection with the offer by Madeleine Charging B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands with its corporate seat in Amsterdam, the Netherlands, and its office address at Zuidplein 126, WTC Toren H, Floor 15, 1077 XV, Amsterdam, the Netherlands, and registered with the trade register of the Netherlands Chamber of Commerce (*Kamer van Koophandel*) under number 71768068 ("*Purchaser*"), whose indirect parent entities are managed by Meridiam SAS, a simplified stock company (société par actions simplifiée) incorporated under the laws of France with its principal business office address at 4, place de l'Opera, 75002, Paris, France ("*Parent*"), to purchase all of the outstanding ordinary shares, par value €0.12 per share (each, a "*Share*" and, collectively, the "*Shares*"), of Allego N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands with its corporate seat in Arnhem, the Netherlands, and its office address at Westervoortsedijk 73 KB, 6827 AV Arnhem, the Netherlands, and registered with the trade register of the Netherlands Chamber of Commerce (*Kamer van Koophandel*) under number 82985537 ("*Allego*"), that are not currently held, directly or indirectly, by Purchaser, Parent or any of their respective affiliates, at a purchase price of US$1.70 per Share, without interest and less applicable withholding taxes, payable in cash (the "*Offer Consideration*"), upon the terms and subject to the conditions set forth in the Offer.

The undersigned hereby instruct(s) you to tender to Purchaser the number of Shares indicated below or, if no number is indicated, all Shares held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer. The undersigned understands and acknowledges that all questions as to the validity, form, eligibility (including time of receipt), and acceptance for payment of any tender of Shares will be determined by Purchaser, in its sole discretion, which determination will be final and binding upon the tendering party.

The method of delivery of this document is at the election and risk of the tendering shareholder. If delivery is by mail, then registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery prior to the Expiration Time (as defined in the Offer to Purchase).

Dated: _____

Number of Shares to be Tendered: _____ Shares*

Account Number: _____ Signature(s): _____

Capacity**: _____

Name(s): _____

(Please Print)

Address: _____

(Number and Street)

_____

(City, State and Zip Code (and Country, if other than U.S.A.))

Area Code and Telephone Number: _____

Taxpayer Identification Number (Social Security Number or Employer Identification Number): _____

* Unless otherwise indicated, you are deemed to have instructed us to tender all Shares held by us for your account.

** Please provide full title if signature is by an attorney-in-fact, executor, administrator, trustee, guardian, officer of a corporation or other person acting in a fiduciary or representative capacity.

Please return this form to the brokerage firm or other nominee maintaining your account.

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares (as defined below), and the provisions herein are subject in their entirety to the provisions of the Offer (as defined below). The Offer is made solely by the Offer to Purchase (as defined below), dated July 3, 2024, and the related Letter of Transmittal (as defined below) and any amendments or supplements thereto, and is being made to all holders of Shares that are not currently held, directly or indirectly, by Purchaser (as defined below), Parent (as defined below) or any of their respective affiliates. The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the securities, "blue sky" or other laws of such jurisdiction or any administrative or judicial action pursuant thereto. In those jurisdictions where applicable law requires the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

Notice of Offer to Purchase for Cash
All Outstanding Ordinary Shares
of
ALLEGO N.V.
at
$1.70 per share
Pursuant to the Offer to Purchase dated July 3, 2024
by
Madeleine Charging B.V.
an indirect, wholly owned subsidiary of funds managed by
Meridiam SAS

Madeleine Charging B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands with its office address at Zuidplein 126, WTC Toren H, Floor 15, 1077 XV, Amsterdam, the Netherlands ("*Purchaser*"), whose indirect parent entities are managed by Meridiam SAS, a simplified stock company (*société par actions simplifiée*) incorporated under the laws of France with its principal business office address at 4, place de l'Opera, 75002, Paris, France ("*Parent*"), is offering to purchase all of the outstanding ordinary shares, par value €0.12 per share (the "*Shares*"), of Allego N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands with its office address at Westervoortsedijk 73 KB, 6827 AV, Arnhem, the Netherlands ("*Allego*" or the "*Company*"), that are not currently held, directly or indirectly, by Purchaser, Parent or any of their respective affiliates, at a purchase price of US$1.70 per Share, without interest and less applicable withholding taxes, payable in cash (the "*Offer Consideration*"), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated July 3, 2024 (the "*Offer to Purchase*"), and the related Letter of Transmittal (the "*Letter of Transmittal*" and, together with the Offer to Purchase, as each may be amended or supplemented from time to time, the "*Offer*").

The Offer is being made pursuant to a Transaction Framework Agreement, dated as of June 16, 2024 (as it may be amended from time to time, the "*Agreement*"), by and between Allego, Purchaser and Meridiam Sustainable Infrastructure Europe IV SLP, a limited partnership (*société de libre partenariat*) incorporated under the laws of France, with its registered office located at 4, place de l'Opéra 75002 Paris, France (the "*Meridiam Fund*"), represented by Parent, its management company. Unless the Offer is earlier terminated, the Offer will expire at one minute after 11:59 p.m. (New York City time), on July 31, 2024 (the "*Expiration Time*," unless the Offer is extended in accordance with the Agreement, in which event "Expiration Time" will mean the latest time and date at which the Offer, as so extended, will expire).

Purchaser may extend the Offer for one or more consecutive increments of not more than 10 business days per extension (or such other duration as may be agreed in writing by the Company and Purchaser) until all of the conditions to the Offer have been satisfied or waived (to the extent that such waiver is permitted by applicable

law). In addition, Purchaser will extend the Offer as required by any rule, regulation, interpretation or position of the United States Securities and Exchange Commission (the "*SEC*") or its staff, the New York Stock Exchange (the "*NYSE*") or any other court, authority or governmental entity. During any such extension, the Offer will remain open and the acceptance of tendered Shares pursuant to the Offer will be delayed. Purchaser is not required to extend the Offer beyond October 1, 2024.

Tendering shareholders who are record owners of their Shares and who tender directly to Broadridge Corporate Issuer Solutions, LLC (the "*Depositary*") will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in Instruction 5 of the Letter of Transmittal, stock transfer taxes with respect to the purchase of Shares by Purchaser pursuant to the Offer. Shareholders who hold their Shares through a broker, dealer, commercial bank, trust company or other nominee should consult such broker, dealer, commercial bank, trust company or other nominee as to whether it charges any service fees or commissions.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON JULY 31, 2024, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

The Agreement provides that, subject to the terms and conditions set forth therein, Purchaser will, at or as promptly as practicable following the Expiration Time accept for payment (the time of acceptance for payment, the "*Acceptance Time*") and pay for all Shares validly tendered and not properly withdrawn pursuant to the Offer as of the Acceptance Time (such time of payment, the "*Closing*"). It is expected that following the Closing, the listing of the Shares on the NYSE will be terminated, Allego will no longer be a publicly traded company, and the Shares will be deregistered under the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), resulting in the cessation of Allego's reporting obligations with respect to the Shares with the SEC.

A committee (the "*Independent Transaction Committee*") of the board of directors of Allego (the "*Allego Board*") consisting of Christian Vollmann, Patrick Sullivan and Ronald Stroman, each of whom is an independent director of the Board and does not have a conflict of interest with respect to the Transactions (as defined in the Offer to Purchase) reviewed the terms and conditions of the Transactions, including the terms and conditions of the Offer, with the assistance of its legal and financial advisors. The Independent Transaction Committee recommended to the Allego Board that it (a) determine that, on the terms and subject to the conditions set forth in the Agreement, the Transactions are in the best interest of the Company and its business and promote the sustainable success and the sustainable long-term value creation of the Company's business, having taken into account the interests of its stakeholders (including the Company's shareholders other than Purchaser, Parent or any affiliate thereof (such unaffiliated shareholders, from time to time, the "*Unaffiliated Shareholders*")), (b) approve the execution of the Agreement by the Company and the performance by the Company of its obligations thereunder and (c) resolve, that the Company pursue the Transactions on the terms and subject to the provisions of the Agreement. Following receipt of such recommendation, the Allego Board (other than the directors who recused themselves from all deliberations and decision-making of the Board regarding the Transactions (the "*Recused Directors*")) reviewed the terms and conditions of the Transactions, including the terms and conditions of the Offer, and unanimously (a) determined that, on the terms and subject to the conditions set forth in the Agreement, the Transactions are in the best interests of Allego and its business and promote the sustainable success and the sustainable long-term value creation of Allego's business, having taken into account the interests of its stakeholders (including the Unaffiliated Shareholders), (b) approved the execution of the Agreement by Allego and the performance by Allego of its obligations thereunder and (c) resolved that Allego pursue the Transactions on the terms and subject to the provisions of the Agreement.

The Independent Transaction Committee and the Board (other than the Recused Directors) on behalf of Allego are supportive of the commencement of the Offer but, after careful consideration, including a

thorough review of the terms and conditions of the Offer and the Agreement, determined to take no position and make no recommendation, and to express no opinion and to remain neutral, with respect to the Offer.

Pursuant to the Agreement, the obligation of Purchaser to purchase the Shares tendered in the Offer is subject to the conditions that (a) the Agreement has not been terminated in accordance with its terms and (b) no order (whether temporary, preliminary or permanent) has been issued and no enactment (whether temporary, preliminary or permanent) has been made by any court, governmental or regulatory authority or governmental entity rendering illegal, enjoining or prohibiting the Transactions, unless Purchaser, the Meridiam Fund or their respective affiliates failed to take all actions required under the Agreement to seek to avoid any such order or have such order lifted. There is no minimum tender condition, no financing condition, no material adverse effect condition and no condition related to receipt of any third party or regulatory approvals to the Offer.

Any extension of the Offer will be followed by a public announcement of the extension no later than 9:00 a.m., New York City time, on the next business day after the day on which the Offer was otherwise scheduled to expire. Purchaser currently intends to make announcements regarding the Offer by issuing a press release and making an appropriate filing with the SEC.

Subject to the applicable rules and regulations of the SEC, Purchaser also reserves the right at any time to, in its sole discretion, waive, in whole or in part, any of the conditions to the Offer and to make any change in the terms of or conditions to the Offer that is not inconsistent with the Agreement, *provided that*, Allego's prior written consent is required for Purchaser to: (i) decrease the Offer Consideration, except as otherwise expressly permitted by the Agreement (which is limited to a circumstance where, during the period between the date of the Agreement and the consummation of the Offer, any dividend or distribution is declared, made or paid or the number of outstanding Shares is changed into a different number as a result of a conversion, stock split, stock dividend or distribution, or other similar transaction); (ii) change the form of the Offer Consideration; (iii) decrease the number of Shares sought under the Offer; (iv) impose additional conditions to the Offer; (v) amend, modify or supplement any of the conditions to the Offer or terms of the Offer in a manner adverse, or reasonably expected to be adverse, to any Unaffiliated Shareholder; or (vi) terminate the Offer or accelerate, extend or otherwise change the Expiration Time, in each case, except as otherwise provided in the Agreement.

In all cases, payment for tendered Shares will be made only after timely receipt by the Depositary of a confirmation of a book-entry transfer of such Shares, a properly completed and duly executed Letter of Transmittal and any other required documents for such Shares. **Under no circumstance will interest be paid on the Offer Consideration in connection with the Offer, regardless of any extension of the Offer, or any delay in making payment for Shares.**

If any tendered Shares are not accepted for payment for any reason pursuant to the terms and conditions of the Offer, such unpurchased Shares will be returned, without expense, to the tendering shareholder (in the case of Shares tendered by book-entry transfer into the Depositary's account at the Depositary Trust Company ("*DTC*") pursuant to the procedure set forth in the Offer to Purchase by crediting such Shares to an account maintained at DTC), promptly following the expiration or termination of the Offer.

For a withdrawal to be effective, a written notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover page of the Offer to Purchase. Any such notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of such Shares, if different from that of the person who tendered such Shares. If Shares have been tendered pursuant to the procedure for book-entry transfer as set forth in the Offer to Purchase, any notice of withdrawal must also specify the name and number of the account at DTC to be credited with the withdrawn Shares.

Withdrawals of Shares may not be rescinded. Any Shares properly withdrawn will thereafter be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn Shares may be re-tendered again by following one of the procedures described in the Offer to Purchase.

Purchaser will determine, in its sole discretion, all questions as to the form and validity (including time of receipt) of any notice of withdrawal. Purchaser also reserves the absolute right to waive any defect or irregularity in the withdrawal of any Shares by any particular shareholder, regardless of whether or not similar defects or irregularities are waived or not waived in the case of other shareholders. None of Purchaser, the Depositary, Innisfree M&A Incorporated (the "*Information Agent*"), or any other person will be under any duty to give notice of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification.

The information required to be disclosed by paragraph (d)(1) of Rule14d-6 of the General Rules and Regulations under the Exchange Act is contained in the Offer to Purchase and is incorporated herein by reference.

Each holder of Shares should consult with its tax advisor as to the particular tax consequences to such holder of exchanging Shares for cash in the Offer. See the Offer to Purchase for a more detailed discussion of the tax treatment of the Offer.

The Offer to Purchase and the Letter of Transmittal contain important information and you should read both carefully and in their entirety before making a decision with respect to the Offer.

Questions and requests for assistance may be directed to the Information Agent at its address and telephone numbers set forth below. Requests for copies of the Offer to Purchase, the related Letter of Transmittal, and the related Notice of Guaranteed Delivery may be directed to the Information Agent. Shareholders may also contact their brokers, dealers, commercial banks or trust companies for assistance concerning the Offer. Purchaser will not pay any fees or commissions to any broker or dealer or any other person (other than the Information Agent or the Depositary) for soliciting tenders of Shares pursuant to the Offer.

The Information Agent for the Offer is:

Innisfree M&A Incorporated
501 Madison Avenue, 20th Floor
New York, New York 10022

Shareholders may call toll free: +1 (877) 750-8240
Banks and brokers may call: +1 (212)750-5833

Linklaters

€150,000,000
Facility Agreement

Dated 15 June 2024

for

MADELEINE CHARGING B.V.

arranged by

SOCIETE GENERALE AND NATIXIS

acting as Mandated Lead Arrangers

with

SOCIETE GENERALE

acting as Agent

and

SOCIETE GENERALE

acting as Security Agent

Ref: L-348464

CONTENTS

THIS AGREEMENT is dated 15 June 2024 and made between:

(1) MADELEINE CHARGING B.V., a Dutch private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) having its registered office at Zuidplein 126, WTC Toren 1, 15e, 1077XV Amsterdam, the Netherlands and registered with the commercial register (*handelsregister*) of the Netherlands under registration number 71768068 as borrower (the "**Borrower**");

(2) SOCIETE GENERALE, a company incorporated under the laws of France, whose registered office is located at 29, boulevard Haussmann, 75009 Paris, France and registered with the *registre du commerce et des sociétés* of Paris under number 552 120 222; and

NATIXIS, a company incorporated under the laws of France, whose registered office at 7, promenade Germaine Sablon, 75013 Paris, France and registered with the *registre du commerce et des sociétés* of Paris under number 542 044 524,

as mandated lead arrangers (whether acting individually or together the "**Arrangers**");

(3) THE FINANCIAL INSTITUTIONS listed in Schedule 1 (*The Original Lenders*) as lenders (the "**Original Lenders**");

(4) SOCIETE GENERALE, a company incorporated under the laws of France, whose registered office is located at 29, boulevard Haussmann, 75009 Paris, France and registered with the *registre du commerce et des sociétés* of Paris under number 552 120 222, as agent of the other Finance Parties (the "**Agent**"); and

(5) SOCIETE GENERALE, a company incorporated under the laws of France, whose registered office is located at 29, boulevard Haussmann, 75009 Paris, France and registered with the *registre du commerce et des sociétés* of Paris under number 552 120 222, as security agent for the other Finance Parties (the "**Security Agent**").

IT IS AGREED as follows:

SECTION 1

INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"**Acquisition**" means the acquisition (if any) by the Borrower of all or part of the Shares not already owned by it, to be effected by way of an Offer.

"**Acquisition Costs**" means all fees, costs and expenses, stamp, registration and other Taxes incurred by the Borrower in connection with the Acquisition or the Transaction Documents.

"**Acquisition Documents**" means (i) the Transaction Framework Agreement, (ii) the offer to purchase of the Borrower with respect to the Acquisition, as included in the tender offer statement on Schedule TO filed by the Borrower and, as the case may be, the Management Company with the U.S. Securities and Exchange Commission ("**SEC**"), as amended from time to time prior to completion of the Acquisition pursuant to amendments to such Schedule TO filed with the SEC, as well as any other document designated as an "**Acquisition Document**" by the Agent and the Borrower.

"**Acquisition Purpose**" means the purposes set out in paragraphs (a)(iii) and (iv) of Clause 3.1 (*Purpose*).

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company, It being specified that the term Affiliate shall include with respect to Natixis, any member of the Banque Populaire and Caisse d'Epargne networks within the meaning of articles L.512-11, L.512-86 and L.512-106 of the French *Code monétaire et financier*.

"**Anti-Corruption Laws**" means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or the Shareholder from time to time concerning or relating to bribery or corruption.

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Availability Period**" means the period from and including the date of this Agreement to and including one Month before the Termination Date.

"**Available Commitment**" means a Lender's Commitment under the Facility minus:

(a) the amount of its participation in any outstanding Loans; and

(b) in relation to any proposed Utilisation, the amount of its participation in any Loans to be made available on or before the proposed Utilisation Date.

"**Available Facility**" means the aggregate for the time being of each Lender's Available Commitment.

"**Break Costs**" means the amount (if any) by which:

(a) the interest (excluding the Margin) which a Lender should have received for the period from the date of receipt of all or any part of its participation in a Loan or Unpaid Sum to the last day of the current Interest Period in respect of that Loan or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

(b) the amount which that Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in Paris, New York and Amsterdam and (in relation to any date for payment or purchase of euro) any TARGET Day.

"**Certain Funds Loan**" means a Loan made or to be made under the Facility during the Certain Funds Period.

"**Certain Funds Period**" means the period commencing on the date of this Agreement and ending on the earlier of:

(a) the date falling 6 months after the date of this Agreement; and

(b) the date on which the Delisting occurs.

"**Change of Control**" means the Meridiam Shareholders cease:

(a) to hold, whether directly or indirectly through any person, beneficially 50.1 per cent. of the voting share capital and issued share capital of the Borrower;

(b) to have the power to appoint or remove the majority of the directors or other equivalent officers of the Borrower; or

(c) to have the power to manage or give directions with respect to the operating and financial policies of the Borrower with which the directors or other equivalent officers of the Borrower are obliged to comply, through ownership of share capital, by contract or otherwise.

"**Code**" means the US Internal Revenue Code of 1986.

"**Commitment**" means:

(a) in relation to an Original Lender, the amount set opposite its name under the heading "Commitment" in Schedule 1 (*The Original Lenders*) and the amount of any other Commitment transferred to it under this Agreement; and

(b) in relation to any other Lender, the amount of any Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Competitor**" means any person (or an Affiliate or Related Fund of any such person) whose primary business is the same business as that of the Borrower, the Shareholders or the Sponsor, or any person that is acting on behalf of such person, other than any bank, financial institution or trust, fund or other entity whose principal business is arranging, underwriting or investing in debt.

"**Confidential Information**" means all information relating to the Borrower, the Shareholder, the Sponsor, the Finance Documents or the Facility of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or the Facility from either:

(a) the Borrower, the Shareholder, the Sponsor or any of their advisers; or

(b) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from the Borrower, the Shareholder, the Sponsor or any of their advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes:

(i) information that:

(A) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of Clause 33 (*Confidential Information*); or

(B) is identified in writing at the time of delivery as non-confidential by the Borrower, the Shareholder, the Sponsor or any of their advisers; or

(C) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Borrower, the Sponsor or the Shareholder and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality; and

(ii) any Funding Rate.

"**Confidentiality Undertaking**" means a confidentiality undertaking substantially in the form of the latest LMA form of confidentiality undertaking or in any other form agreed between the Borrower and the Agent.

"**Conversion**" means a conversion from a Dutch public limited liability company (*naamloze vennootschap*) to a Dutch private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) in accordance with Clause 19.16 (*Conversion*).

"**Conversion Completion Date**" means the date on which the Target is registered as a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*).

"**DAC6**" means the European Council Directive of 25 May 2018 (Directive 2018/822/EU) amending Directive 2011/16/EU with respect to mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements, and the implementing legislation of any EU Member State.

"**Delisting**" means the date on which the Shares cease to be listed, traded or publicly quoted on the Exchange pursuant to the rules of the Exchange.

"**Deregistration**" means the date on which the Target is no longer subject to the reporting requirements of Section 13 or Section 15(d) of the Exchange Act.

"**Default**" means an Event of Default or any event or circumstance specified in Clause 20 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

"**Defaulting Lender**" means any Lender:

(a) which has failed to make its participation in a Loan available (or has notified the Agent or the Borrower (which has notified the Agent) that it will not make its participation in a Loan available) by the Utilisation Date of that Loan in accordance with Clause 5.4 (*Lenders' participation*); or

(b) with respect to which an Insolvency Event has occurred and is continuing, unless, in the case of paragraph (a) above:

(i) its failure to pay is caused by:

(A) administrative or technical error; or

(B) a Disruption Event; and payment is made within five Business Days of its due date; or

(ii) the Lender is disputing in good faith whether it is contractually obliged to make the payment in question.

"**Discharge Date**" means the first date on which:

(i) all present and future liabilities and obligations at any time of the Borrower to any Finance Party under or in connection with the Finance Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity have been fully and finally discharged to the satisfaction of the Agent, whether or not as the result of an enforcement; and

(ii) the Lenders are under no further obligation to provide financial accommodation to the Borrower under any of the Finance Documents.

"**Disposal**" means a sale, transfer or other disposal (whether voluntary or involuntary and whether in single transaction or series of transactions).

"**Disruption Event**" means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facility (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:

(i) from performing its payment obligations under the Finance Documents; or

(ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

"**Distressed Debt Fund**" means any person whose primary business is buying distressed debt and/ornon-performing loans and pursuing active enforcement policies in respect of such distressed debt and/or non-performing loans.

"**Dutch GAAP**" means generally accepted accounting principles in the Netherlands.

"**Dutch Securities Account**" means the account maintained in the Netherlands held in the name of the Borrower replacing the Securities Account held in the name of the Borrower at the date of this Agreement.

"**Dutch Security Agreement**" means any Dutch law security agreement between, among others, the Borrower and the Security Agent in relation to the Dutch Securities Account or the Shares.

"**Eligible Institution**" means any Lender or other bank, financial institution, trust, fund or other entity selected by the Borrower and which, in each case, is not an Affiliate of the Borrower.

"**EURIBOR**" means, in relation to any Loan:

(a) the applicable Screen Rate as of the Specified Time for euro and for a period equal in length to the Interest Period of that Loan; or

(b) as otherwise determined pursuant to Clause 10.1 (*Unavailability of Screen Rate*),

and if, in either case, that rate is less than zero, EURIBOR shall be deemed to be zero.

"**Event of Default**" means any event or circumstance specified as such in Clause 20 (*Events of Default*).

"**Exchange**" means the New York Stock Exchange and any successor to such exchange.

"**Exchange Act**" means the US Securities Exchange Act of 1934, as amended from time to time.

"**Existing Facility Agreement**" means the $50,000,000 facility agreement dated 3 March 2022 entered into between, Madeleine Charging B.V., as borrower, Societe Generale as lender and as calculation agent, as amended and/or restated from time to time.

"**Existing Facility**" means the facility under the Existing Facility Agreement.

"**Facility**" means the euro term loan facility made available under this Agreement as described in Clause 2.1 (*The Facility*).

"**Facility Office**" means:

(a) in respect of a Lender, the office or offices notified by that Lender to the Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five Business Days' written notice) as the office or offices through which it will perform its obligations under this Agreement; or

(b) in respect of any other Finance Party, the office in the jurisdiction in which it is resident for tax purposes.

"**FATCA**" means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or

(c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Application Date**" means:

(a) in relation to a "withholdable payment" described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or

(b) in relation to a "passthru payment" described in section 1471(d)(7) of the Code not falling within paragraph (a) above, the first date from which such payment may become subject to a deduction or withholding required by FATCA.

"**FATCA Deduction**" means a deduction or withholding from a payment under a Finance Document required by FATCA.

"**FATCA Exempt Party**" means a Party that is entitled to receive payments free from any FATCA Deduction.

"**Federal Reserve Board**" means the Board of Governors of the Federal Reserve System of the United States (or any successor thereto).

"**Fee Letter**" means any letter or letters dated on or about the date of this Agreement between the Arrangers and the Borrower (or the Agent and the Borrower or the Security Agent and the Borrower) setting out any of the fees referred to in Clause 11 (*Fees*).

"**Finance Document**" means this Agreement, any Fee Letter, any TEG Letter, any Selection Notice, the Transfer Agent Agreement, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Borrower.

"**Finance Party**" means the Agent, an Arranger, the Security Agent or a Lender.

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with Dutch GAAP, be treated as a balance sheet liability (other than any liability in respect of a lease or hire purchase contract which would, in accordance with Dutch GAAP in force immediately before the adoption of IFRS 16 (Leases) (or its equivalent under Dutch GAAP), have been treated as an operating lease);

(e) receivables sold or discounted (other than any receivables to the extent they are sold on anon-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;

(g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

(h) shares which are expressed to be redeemable (other than at the option of the issuer thereof) prior to the Termination Date;

(i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and

(j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above.

"**French Guarantee**" means the French law first demand guarantee, to be entered into between, among others, the Sponsor and the Security Agent.

"**Funding Rate**" means any individual rate notified by a Lender to the Agent pursuant to paragraph (a)(ii) of Clause 10.3 (*Cost of funds*).

"**Group**" means the Borrower and each of its Subsidiaries for the time being.

"**Hedge Fund**" means any person whose primary business is in investment strategies consisting of the purchase of loans, debt securities or other indebtedness with the intention of, or view to, owning the equity or taking control of a company or business.

"**Historic Screen Rate**" means, in relation to any Loan, the most recent applicable Screen Rate for euros and for a period equal in length to the Interest Period of that Loan and which is as of a day which is no more than 2 days before the Quotation Day.

"**Holding Company**" means, in relation to a person, any other person in respect of which it is a Subsidiary.

"**Impaired Agent**" means the Agent at any time when:

(a) it has failed to make (or has notified a Party that it will not make) a payment required to be made by it under the Finance Documents by the due date for payment;

(b) (if the Agent is also a Lender) it is a Defaulting Lender under paragraph (a) of the definition of "Defaulting Lender"; or

(c) an Insolvency Event has occurred and is continuing with respect to the Agent;

unless, in the case of paragraph (a) above:

(i) its failure to pay is caused by:

(A) administrative or technical error; or

(B) a Disruption Event; and

payment is made within 5 Business Days of its due date; or

(ii) the Agent is disputing in good faith whether it is contractually obliged to make the payment in question.

"**Insolvency Event**" in relation to an entity means that the entity:

(a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;

(c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;

(e) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (d) above and:

(i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or

(ii) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof;

(f) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);

(g) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets (other than, for so long as it is required by law or regulation not to be publicly disclosed, any such appointment which is to be made, or is made, by a person or entity described in paragraph (d) above);

(h) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter;

(i) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (h) above; or

(j) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

"**Interest Period**" means, in relation to a Loan, each period determined in accordance with Clause 9 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 8.3 (*Default interest*).

"**Interpolated Historic Screen Rate**" means, in relation to any Loan, the rate (rounded to the same number of decimal places as the two relevant Screen Rates) which results from interpolating on a linear basis between:

(a) the most recent applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the Interest Period of that Loan; and

(b) the most recent applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the Interest Period of that Loan,

each for euro and each of which is as of a day which is no more than 2 days before the Quotation Day.

"**Interpolated Screen Rate**" means, in relation to any Loan, the rate (rounded to the same number of decimal places as the two relevant Screen Rates) which results from interpolating on a linear basis between:

(a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the Interest Period of that Loan; and

(b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the Interest Period of that Loan,

each of the Specified Time for the currency of that Loan.

"**Legal Opinion**" means any legal opinion delivered to the Agent under Clause 4.1 (*Initial conditions precedent*), or Clause 19.16 (*Conversion*).

"**Legal Reservations**" means any matters which are set out as qualifications or reservations as to matters of law of general application referred to in any legal opinion delivered pursuant to Clause 4 (*Conditions of Utilisation*), or Clause 19.16 (*Conversion*).

"**Lender**" means:

(a) any Original Lender; and

(b) any bank, financial institution, trust, fund or other entity which has become a Party as a "Lender" in accordance with Clause 21 (*Changes to the Lenders*),

which in each case has not ceased to be a Party as such in accordance with the terms of this Agreement.

"**Listing Rules**" means the rules relating to the listing and trading of shares on the Exchange.

"**LMA**" means the Loan Market Association.

"**Loan**" means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan.

"**Major Default**" means with respect to the Borrower, (where relevant) the Sponsor or (where specified below) the Target only, any circumstances constituting a Default under any of:

(a) Clause 20.1 (*Non-payment*);

(b) Clause 20.2 (*Certain Obligations*);

(c) Clause 20.3 (*Other obligations*) insofar as it relates to a breach of Clause 19.3 (*Negative pledge*), Clause 19.4 (*Disposals*), Clause 19.5 (*Merger*), Clause 19.6 (*Financial Indebtedness*), Clause 19.8 (*Security and pari passu ranking*), Clause 19.9 (*Assets*) and Clause 19.15 (*Acquisition Documents*);

(d) Clause 20.4 (*Misrepresentation*) insofar as it relates to a breach of any Major Representation;

(e) Clause 20.5 (*Cross default*), including with respect to the Target but with respect to the Target, only under paragraph (b) of Clause 20.5 (*Cross default*);

(f) Clause 20.6 (*Insolvency*) including with respect to the Target,

(g) Clause 20.7 (*Insolvency proceedings*) including with respect to the Target,

(h) Clause 20.8 (*Creditors' process*) including with respect to the Target,

(i) Clause 20.9 (*Change of Control*):

(j) Clause 20.10 (*Unlawfulness*);

(k) Clause 20.11 (*Security*);

(l) Clause 20.15 (*Management Company*);

(m) Clause 20.16 (*Distributions by the Sponsor*);

(n) Clause 20.18 (*Sponsor's Financial Indebtedness*); and

(o) Clause 20.19 (*Sponsor's Security*).

"**Major Representation**" means a representation or warranty with respect to the Borrower only under any of Clause 17.2 (*Status*) to Clause 17.6 (*Validity and admissibility in evidence*) inclusive, Clause 17.20 (*Anti-corruption law*) and Clause 17.21 (*Sanctions*).

"**Majority Lenders**" means a Lender or Lenders whose Commitments aggregate more than $66^{2/3}$ per cent. of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than $66^{2/3}$ per cent. of the Total Commitments immediately prior to the reduction).

"**Management Company**" means Meridiam SAS, a *société par actions simplifiée* whose registered office is at 4 place de l'Opéra, 75002 Paris, France, and registered under number 483 579 389 RCS Paris, and any subsequent successors or transferees.

"**Margin**" means 6.00 per cent. per annum.

"**Material Adverse Effect**" means a material adverse effect on or material adverse change in:

(a) the business, assets or financial condition of the Borrower or the Sponsor; or

(b) the ability of the Borrower or the Sponsor to perform and comply with its payment obligations under the Finance Documents to which it is a party; or

(c) subject to the Legal Reservations and the Perfection Requirements:

(i) the validity, legality or enforceability of any Finance Document; or

(ii) the validity, legality or enforceability of any Security expressed to be created pursuant to any Transaction Security Document or on the priority and ranking of any of that Transaction Security.

"**Material Non-Public Information**" means any information (including without limitation any information regarding any material adverse change or prospective material adverse change in the condition of, or any actual, pending or threatened litigation, arbitration or similar proceeding involving, the Target) that is not described in the Target's most recent annual report or subsequent public information releases and which, if it were made public, would be likely to have a significant effect on the price or value of the Shares.

"**Meridiam**" means Meridiam EI and its Affiliates, including for the avoidance of doubt, the Management Company.

"**Meridiam EI SAS**" means Meridiam EI SAS a *société par actions simplifiée* incorporated under the laws of France, with its registered office at 4 place de l'Opéra, 75002 Paris, and registered with the commercial and company register of Paris (*registre du commerce et des sociétés de Paris*) under number 839 874 583 R.C.S Paris.

"**Meridiam Managed Vehicles**" means any investment vehicles managed by the Management Company, whose operational decisions are made by, and members of its board of directors are appointed by, the Management Company.

"**Meridiam Shareholders**" means Meridiam and/or the Meridiam Managed Vehicles.

"**Money Laundering Laws**" means all applicable financial record-keeping and reporting requirements and money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency.

"**Month**" means, in relation to an Interest Period (or any other period for the accrual of commission or fees in a currency), a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, subject to:

(a) if any period is expressed to accrue by reference to a Month or any number of Months then, in respect of the last Month of that period:

(i) subject to paragraph (iii) below, if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;

(ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and

(iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end;

(b) if an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

"**NAV Certificate**" means a certificate substantially in the form set out in Schedule 7 (*Form of NAV Certificate*) or any other form agreed between the Agent and the Borrower.

"**New Lender**" has the meaning given to that term in Clause 21 (*Changes to the Lenders*).

"**Offer**" means the offer contemplated by the Transaction Framework Agreement.

"**Original Financial Statements**" means:

(a) the unaudited financial statements of the Borrower for its financial year ending on 31 December 2023; and

(b) the audited financial statements of the Target for its financial year ending on 31 December 2023.

"**Participating Member State**" means any member state of the European Union that adopts or has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

"**Party**" means a party to this Agreement.

"**Perfection Requirements**" means the making of the appropriate registrations, filings or notifications of the Transaction Security Documents as specifically contemplated by any legal opinion delivered pursuant to Clause 4 (*Conditions of Utilisation*).

"**Pledged Shares**" means, at any time, any Shares owned by the Borrower from time to time which are subject to valid and effective Security in favour of the Finance Parties pursuant to a Transaction Security Document.

"**Quasi-Security**" has the meaning given to that term in Clause 19.3 (*Negative pledge*).

"**Quotation Day**" means, in relation to any period for which an interest rate is to be determined, two TARGET Days before the first day of that period unless market practice differs in the Relevant Market in which case the Quotation Day will be determined by the Agent in accordance with market practice in the Relevant Market (and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days).

"**Regulation X**" means Regulation X of the Federal Reserve Board, as from time to time in effect (including any successor regulation) and all official rulings and interpretations thereunder or thereof.

"**Related Fund**" in relation to a fund (the "**first fund**"), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

"**Relevant Individual**" means any individual who is an officer, director or employee of the Borrower (or any individual able to direct the decision-making of the Borrower, including but not limited to the Shareholder) or any individual working on its behalf, who has knowledge of the transactions contemplated in the Transaction Documents.

"**Relevant Jurisdiction**" means, in relation to the Borrower:

(a) its jurisdiction of incorporation;

(b) any jurisdiction where any asset subject to or intended to be subject to the Transaction Security to be created by it is situated; and

(c) any jurisdiction where it conducts its business.

"**Relevant Market**" means the European interbank market.

"**Repatriation**" means the transfer of a Share out of the Securities Account to a Dutch Securities Account in accordance with Clause 19.16 (*Repatriation*).

"**Repeating Representations**" means each of the representations set out in Clause 17.2 (*Status*) to Clause 17.7 (*Governing law and enforcement*), paragraphs (a) and (b) of Clause 17.9 (*No Default*), paragraphs (a) and (b) of Clause 17.11 (*Financial statements*), Clause 17.12 (*No proceedings*) to Clause 17.20 (*Anti-corruption law*), Clause 17.21 (*Sanctions*), Clause 17.24 (*Centre of main interests and establishments*), Clause 17.25 (*Regulation S*) and Clause 17.29 (*No grounds for voluntary filing under US bankruptcy law*).

"**Sanctioned Person**" means any person, whether or not having a legal personality:

(a) listed on any list of designated persons in application of Sanctions;

(b) located in, or organised under the laws of, any country or territory that is subject to comprehensive Sanctions;

(c) directly or indirectly owned or controlled, as defined by the relevant Sanctions, by a person referred to in (a) or (b) above; or

(d) which otherwise is, or will become with the expiry of any period of time, subject to Sanctions.

"**Sanctions**" means any economic or financial sanctions, trade embargoes or similar measures enacted, administered or enforced by any of the following (or by any agency of any of the following):

(a) the United Nations;

(b) the United States of America;

(c) the United Kingdom;

(d) the European Union or any present or future member state thereof; or

(e) any other relevant sanctions authority.

"**Securities Account**" means the account held in the name of the Borrower with the Transfer Agent (or such replacement account as may be agreed between the Borrower and the Security Agent).

"**Securities Act**" means the US Securities Act of 1933, as amended from time to time.

"**Security**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"**Selection Notice**" means a notice substantially in the form set out in Part II of Schedule 3 (*Requests and Notices*).

"**Shareholder**" means Opera Charging B.V., a Dutch private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) having its registered office at Zuidplein 126, WTC Toren 1, 15e, 1077XV Amsterdam, the Netherlands and registered with the commercial register (*handelsregister*) of the Netherlands under registration number 71766308.

"**Shares**" means ordinary shares of the Target, with a nominal value of €0.12 per share.

"**Specified Time**" means a day or time determined in accordance with Schedule 5 (*Timetables*).

"**Sponsor**" means Meridiam Transition, a *fonds d'investissement professionnel spécialisé* subject to the provisions of articles L. 214-154 *et seq.* of the French *Code monétaire et financier*, managed and represented by the Management Company, and any subsequent successors or transferees.

"**Sponsor's Governing Document**" means the prospectus dated 20 November 2015 annexing the *règlement* of the Sponsor.

"**Sponsor's Net Asset Value**" means the amount in euros equal to the net asset value of the Sponsor's investments, determined in accordance with the Sponsor's Governing Document.

"**Subsidiary**" means, in relation to a Holding Company, a company, corporation or other legal entity:

(a) which is controlled, directly or indirectly, by the Holding Company;

(b) in which a majority of the voting shares are held by the Holding Company, either alone or pursuant to an agreement with others;

(c) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the Holding Company; or

(d) which is a Subsidiary of another Subsidiary of the Holding Company,

and, for this purpose, a company, a corporation or other legal entity shall be treated as being controlled by another if that other company, corporation or other legal entity is able to determine the composition of the majority of its board of directors or equivalent body or has the power to manage or give directions with respect to its operating and financial policies with which its directors or other equivalent officers are obliged to comply, through ownership of share capital, by contract or otherwise.

"**T2**" means the real time gross settlement system operated by the Eurosystem, or any successor system.

"**Target**" means Allego N.V., a Dutch public limited liability company (*naamloze vennootschap*) having its registered office at Westervoortsedijk 73 KB, 6827 AV Arnhem, the Netherlands, and registered with the commercial register (*handelsregister*) of the Netherlands under registration number 82985537.

"**TARGET Day**" means any day on which T2 is open for the settlement of payments in euro.

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"**Termination Date**" means the date falling on the second anniversary of the signing date of this Agreement.

"**Total Commitments**" means the aggregate of Commitments, being €150,000,000 at the date of this Agreement.

"**Transaction Documents**" means the Finance Documents and the Acquisition Documents.

"**Transaction Framework Agreement**" means the transaction framework agreement to be entered into between the Target, the Borrower and Meridiam Fund IV represented by the Management Company.

"**Transaction Security**" means the Security created or expressed to be created in favour of the Finance Parties pursuant to the Transaction Security Documents.

"**Transaction Security Documents**" means each of the documents listed as being a Transaction Security Document in paragraph 2 of Part II of Schedule 2 (*Conditions Precedent*) and any other document creating or expressed to create any Security in favour of the Security Agent for the liabilities under the Finance Documents, including the Dutch Security Agreement.

"**Transfer Agent**" means Continental Stock Transfer & Trust Company (or such replacement transfer agent as may be agreed between the Borrower and the Security Agent).

"**Transfer Agent Agreement**" means the transfer agency and registrar services agreement dated 16 March 2022 between the Transfer Agent and the Target (or such replacement agreement between the Transfer Agent and the Target as may be entered into from time to time).

"**Transfer Agreement**" means a certificate substantially in the form set out in Schedule 4 (*Form of Transfer Agreement*) or any other form agreed between the Agent and the Borrower.

"**Transfer Date**" means, in relation to a transfer, the later of:

(a) the proposed Transfer Date specified in the relevant Transfer Agreement; and

(b) the date on which the Agent executes the relevant Transfer Agreement.

"**Unpaid Sum**" means any sum due and payable but unpaid by the Borrower under the Finance Documents.

"**US**" means the United States of America.

"**US Bankruptcy Law**" means the United States Bankruptcy Code of 1978 (Title 11 of the United States Code), any other United States federal or state bankruptcy, insolvency or similar law.

"**US Control Agreement**" means the New York law securities account control agreement, to be entered into, between, among others, the Borrower, the Security Agent and the Transfer Agent in relation to, among other things, the Securities Account in form reasonably acceptable to the Security Agent, in which the Transfer Agent agrees to take instructions from the Security Agent, either directly or as assignee of the Borrower, with respect to the disposition of securities and cash in the Securities Account without further consent of the Borrower.

"**US Security Agreement**" means the New York law security agreement, dated as of the date of this Agreement, between, among others, the Borrower and the Security Agent in relation to, among other things, the Securities Account.

"**Utilisation**" means a utilisation of the Facility.

"**Utilisation Date**" means the date of a Utilisation, being the date on which the relevant Loan is to be made.

"**Utilisation Request**" means a notice substantially in the form set out in Part I of Schedule 3 (*Requests and Notices*).

"**VAT**" means:

(a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and

(b) any other tax of a similar nature, whether imposed in the United Kingdom or in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

1.2 **Construction**

(a) Unless a contrary indication appears, a reference in this Agreement to:

(i) the "**Agent**", any "**Arranger**", any "**Finance Party**", any "**Lender**", any "**Party**", the "**Security Agent**", the "**Sponsor**", or any other person shall be construed so as to include its successors in title and permitted transferees to, or of, its rights and/or obligations under the Finance Documents and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;

(ii) a document in "**agreed form**" is a document which is previously agreed in writing by or on behalf of the Borrower and the Agent;

(iii) "**assets**" includes present and future properties, revenues and rights of every description;

(iv) a Lender's "**cost of funds**" in relation to its participation in a Loan is a reference to the average cost (determined either on an actual or a notional basis) which that Lender would incur if it were to fund, from whatever source(s) it may reasonably select, an amount equal to the amount of that participation in that Loan for a period equal in length to the Interest Period of that Loan;

(v) a "**Finance Document**" or a "**Transaction Document**" or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or Transaction Document or other agreement or instrument;

(vi) a "**group of Lenders**" includes all the Lenders;

(vii) "**gross negligence**" means "*faute lourde*";

(viii) "**guarantee**" means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

(ix) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(x) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

(xi) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;

(xii) a "**transfer**" includes any means of transfer of rights and/or obligations under French law;

(xiii) "**wilful misconduct**" means "*dol*";

(xiv) a provision of law is a reference to that provision as amended orre-enacted from time to time; and

(xv) a time of day is a reference to Paris time.

(b) Section, Clause and Schedule headings are for ease of reference only.

(c) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.

(d) A Default or an Event of Default is "**continuing**" if it has not been remedied or waived.

(e) A reference in this Agreement to a page or screen of an information service displaying a rate shall include:

(i) any replacement page of that information service which displays that rate; and

(ii) the appropriate page of such other information service which displays that rate from time to time in place of that information service,

and, if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the Agent after consultation with the Borrower.

(f) The determination of the extent to which a rate is "**for a period equal in length**" to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this Agreement.

1.3 **Currency symbols and definitions**

"**€**", "**EUR**" and "**euro**" denote the single currency of the Participating Member States and "**USD**" denotes the lawful currency of the United States of America.

1.4 **Dutch terms**

In this Agreement, where it relates to the Borrower or an entity incorporated in the Netherlands or a document governed by Dutch law, a reference to:

(a) a "director" means a *statutair bestuurder*;

(b) "works council" means each works council (*ondernemingsraad*) or central or group works council (*centrale of groeps ondernemingsraad*) within the meaning of the Works Councils Act of the Netherlands (*Wet op de ondernemingsraden*) having jurisdiction over that Dutch Obligor;

(c) a "necessary action to authorise", where applicable, includes without limitation:

(i) any action required to comply with the Dutch Works Council Act (*Wet op de ondernemingsraden*); and

(ii) obtaining a positive or neutral advice (*advies*) from each competent works council which, if conditions, contain conditions which can reasonably be complied with and would not cause and are not reasonably likely to cause a breach with any term of any of the Finance Documents;

(d) a "security interest" includes any mortgage (*hypotheek*), pledge (*pandrecht*), retention of title arrangement (*eigendomsvoorbehoud*), privilege (*voorrecht*), right of retention (*recht van retentie*), right to reclaim goods (*recht van reclame*), and, in general, any right in rem (*beperkt recht*), created for the purpose of granting security (*goederenrechtelijk zekerheidsrecht*);

(e) a "winding-up", "administration" or "dissolution" includes a bankruptcy (*faillissement*) or dissolution (*ontbinding*);

(f) a "moratorium" includes *surseance van betaling* and "a moratorium is declared" or "occurs" includes *surseance verleend*;

(g) a "liquidator", "receiver", "administrative receiver", "administrator", "compulsory manager" or "other similar officer" includes a *curator*, a *beoogd curator*, a *bewindvoerder* or a *beoogd bewindvoerder*;

(h) an insolvency does not include *stille bewindvoering*; and

(i) a "receiver" or an "administrative receiver" does not include a curator or a *bewindvoerder*.

SECTION 2

THE FACILITY

2. THE FACILITY

2.1 The Facility

Subject to the terms of this Agreement, the Lenders make available to the Borrower, a euro term loan facility in an aggregate amount equal to the Total Commitments.

2.2 Finance Parties' rights and obligations

(a) The obligations of each Finance Party under the Finance Documents are several (*conjointes et non solidaires*). Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.

(b) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from the Borrower is a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with paragraph (c) below. The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and, for the avoidance of doubt, any part of a Loan or any other amount owed by the Borrower which relates to a Finance Party's participation in a Facility or its role under a Finance Document (including any such amount payable to the Agent on its behalf) is a debt owing to that Finance Party by the Borrower.

(c) A Finance Party may, except as specifically provided in the Finance Documents, separately enforce its rights under or in connection with the Finance Documents.

3. PURPOSE

3.1 Purpose

(a) The Borrower shall apply all amounts borrowed by it under the Facility towards:

(i) the refinancing of outstanding indebtedness under the Existing Facility Agreement and all other fees, costs or expenses related to such refinancing;

(ii) the payment of all interest, fees, costs or expenses related to the Facility;

(iii) the payment of the purchase price for the Shares under the Acquisition Documents; and

(iv) the payment of the Acquisition Costs, provided that the relevant amount may be increased by (i) a maximum of 3% to cover any variation of the euro to USD exchange rate applicable on the relevant payment date, compared to the euro to USD exchange rate applicable on the date of the drawdown request (such increased amount being the "**FX Amount**"), and (ii) a maximum of 150,000€ to cover future Acquisition Costs (such amount being the "**Future Costs Amount**", and together with the FX Amount, the "**Increased Amounts**").

(b) For the avoidance of doubt, the Facility can be drawn for the purpose referred to under paragraphs (a)(i) and (a)(ii) above prior to any Utilisation for the purposes of paragraphs (a)(iii) or (a)(iv) above.

3.2 **Monitoring**

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4. **CONDITIONS OF UTILISATION**

4.1 **Initial conditions precedent**

(a) The Lenders will only be obliged to comply with Clause 5.4 (*Lenders' participation*) in relation to any Utilisation if:

(i) on the Signing Date, the Agent has received all of the documents and other evidence listed in Part I (*Conditions precedent to be satisfied on the Signing Date*) of Schedule 2 (*Conditions precedent*) in form and substance satisfactory to the Agent acting reasonably;

(ii) in relation to the first Utilisation, the Agent has received all of the documents and other evidence listed in Part II (*Conditions precedent for the first Utilisation*) of Schedule 2 (*Conditions precedent*) in form and substance satisfactory to the Agent acting reasonably; and

(iii) in relation to a Utilisation for the purpose referred to in paragraphs (a)(iii) and (iv) of Clause 3.1 (*Purpose*), the Agent has received all of the documents and evidence listed in Part III (*Conditions precedent to a Loan in respect of an Acquisition Purpose*) of Schedule 2 (*Conditions precedent*) in form and substance satisfactory to the Agent acting reasonably).

(b) The Agent shall notify the Borrower and the Lenders promptly upon being so satisfied, as relevant. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

4.2 **Further conditions precedent**

Subject to Clause 4.1 *(Initial conditions precedent),* the Lenders will only be obliged to comply with Clause 5.4 (*Lenders' participation*), in relation to a Utilisation other than one to which Clause 4.4 (*Utilisations during the Certain Funds Period*) applies, if on the date of the Utilisation Request and on the proposed Utilisation Date:

(a) no Default is continuing or would result from the proposed Utilisation; and

(b) the Repeating Representations are true and correct in all material respects.

4.3 **Maximum number of Utilisations**

The Borrower may not deliver a Utilisation Request if as a result of the proposed Utilisation more than 7 Loans would be outstanding.

4.4 **Utilisations during the Certain Funds Period**

(a) Subject to Clause 4.1 (*Initial conditions precedent*), during the Certain Funds Period, the Lenders will only be obliged to comply with Clause 5.4 (*Lenders' participation*) in relation to a Certain Funds Loan if, on the date of the Utilisation Request and on the proposed Utilisation Date:

(i) no Major Default is continuing or would result from the proposed Utilisation; and

(ii) all the Major Representations are true and correct in all material respects.

(b) During the Certain Funds Period (save in circumstances where, pursuant to paragraph (a) above, a Lender is not obliged to comply with Clause 5.4 (*Lenders' participation*) and subject as provided in Clause 7.1 (*Illegality*), none of the Finance Parties shall be entitled to:

(i) cancel any of its Commitments to the extent to do so would prevent or limit the making of a Certain Funds Loan;

(ii) terminate or cancel this Agreement or exercise any similar right or remedy or make or enforce any claim under the Finance Documents it may have to the extent to do so would prevent or limit the making of a Certain Funds Loan;

(iii) refuse to participate in the making of a Certain Funds Loan;

(iv) exercise any right of set-off or counterclaim in respect of a Utilisation to the extent to do so would prevent or limit the making of a Certain Funds Loan; or

(v) cancel, accelerate or cause repayment or prepayment of any amounts owing under this Agreement or under any other Finance Document to the extent to do so would prevent or limit the making of a Certain Funds Loan,

provided that immediately upon the expiry of the Certain Funds Period all such rights, remedies and entitlements shall be available to the Finance Parties notwithstanding that they may not have been used or been available for use during the Certain Funds Period.

SECTION 3

UTILISATION

5. UTILISATION – LOANS

5.1 Delivery of a Utilisation Request

The Borrower may utilise the Facility by delivery to the Agent of a duly completed Utilisation Request not later than the Specified Time.

5.2 Completion of a Utilisation Request

(a) Each Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:

(i) it specified the purpose of the relevant Loan;

(ii) the proposed Utilisation Date is a Business Day within the Availability Period, provided that the first Utilisation Date shall not occur prior to 25 June 2024;

(iii) the currency and amount of the Utilisation comply with Clause 5.3 (*Currency and amount*); and

(iv) the proposed Interest Period complies with Clause 9 (*Interest Periods*).

(b) Only one Loan may be requested in each Utilisation Request.

5.3 Currency and amount

(a) The currency specified in a Utilisation Request must be euros.

(b) The amount of the proposed Utilisation must not exceed the Available Facility.

5.4 Lenders' participation

(a) If the conditions set out in this Agreement have been met, each Lender shall make its participation in each Loan available by the Utilisation Date through its Facility Office.

(b) The amount of each Lender's participation in each Loan will be equal to the proportion borne by its Available Commitment to the Available Facility immediately prior to making the Loan.

(c) The Agent shall notify each Lender of the amount of each Loan and the amount of its participation in that Loan, in each case by the Specified Time.

5.5 Cancellation of Commitment

The Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period.

SECTION 4

REPAYMENT, PREPAYMENT AND CANCELLATION

6. REPAYMENT OF LOANS

(a) The Borrower shall repay the Loans in full on the Termination Date.

(b) The Borrower may not reborrow any part of the Facility which is repaid.

7. PREPAYMENT AND CANCELLATION

7.1 Illegality

If, (A) it is or becomes in any applicable jurisdiction unlawful for a Lender to perform any of its obligations as contemplated by this Agreement or to fund, issue or maintain its participation in any Loan, or (B) the Borrower or member of its Group is or becomes a Sanctioned Person:

(a) that Lender shall (or, in the case of (B) above, any Lender may) promptly notify the Agent upon becoming aware of that event;

(b) upon the Agent notifying the Borrower (or, in the case of (B) above, if the relevant Lender so specifies in its notice or any subsequent notice), the Available Commitment of that Lender will be immediately cancelled; and

(c) to the extent that the Lender's participation has not been transferred pursuant to Clause 32.5 (*Replacement of Lender*), the Borrower shall (in the case of (B) above, if the relevant Lender so specifies in its notice or any subsequent notice) repay that Lender's participation in the Loans on the last day of the Interest Period for each Loan occurring after the Agent has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law) and that Lender's corresponding Commitment(s) shall be immediately cancelled in the amount of the participations repaid.

7.2 Voluntary cancellation

Once all payments (if any) to be made by the Borrower for the purpose referred to in paragraph (a)(iii) of Clause 3.1 (*Purpose*) have been made, the Borrower may, if it gives the Agent not less than 10 Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, cancel the whole or any part being a minimum amount of €5,000,000 of the Available Facility, provided however that for as long as any amounts may become due and payable under the Finance Documents as interest, fees or commissions (the "**Projected Amounts**"), any such cancellation shall not reduce the Available Facility to an amount which is lesser than the Projected Amounts as reasonably detailed by the Borrower in the notice of cancellation. Any cancellation under this Clause 7.2 shall reduce the Commitments of the Lenders rateably under the Facility.

7.3 Voluntary prepayment of Loans

(a) The Borrower may, if it gives the Agent not less than 10 Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, prepay the whole or any part of any Loan (but, if in part, being an amount that reduces the amount of such Loan by a minimum amount of €5,000,000).

(b) A Loan may only be prepaid after the last day of the Availability Period (or, if earlier, the day on which the Available Facility is zero).

(c) Any prepayment under this Clause 7.3 shall be applied as directed by the Borrower, subject to Clause 7.14 (*Application of prepayments*).

7.4 **Right of cancellation and repayment in relation to a single Lender**

(a) If:

(i) any sum payable to any Lender by the Borrower is required to be increased under paragraph (c) of Clause 12.2 (*Tax gross-up*); or

(ii) any Lender claims indemnification from the Borrower under Clause 12.3 (*Tax indemnity*) or Clause 13 (*Increased Costs*); or

the Borrower may, whilst the circumstance giving rise to the requirement for that increase, indemnification or payment continues, replace that Lender in accordance with Clause 32.5 (*Replacement of Lender*) or give the Agent notice of cancellation of the Commitments of that Lender and its intention to procure the repayment of that Lender's participation in the Loans.

(b) On receipt of a notice referred to in paragraph (a) above in relation to a Lender, the Available Commitments of that Lender shall be immediately reduced to zero to the extent that the Lender's participation has not been transferred pursuant to Clause 32.5 (*Replacement of Lender*).

(c) On the last day of each Interest Period which ends after the Borrower has given notice under paragraph (a) above in relation to a Lender (or, if earlier, the date specified by the Borrower in that notice), the Borrower shall repay that Lender's participation in that Utilisation together with all interest and other amounts accrued under the Finance Documents and that Lender's corresponding Commitments shall be immediately cancelled in the amount of the participations repaid.

7.5 **Right of cancellation in relation to a Defaulting Lender**

(a) Subject to any applicable laws and in particular all laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratorium, administration and other laws or regulations generally affecting the rights of the creditors, if any Lender becomes a Defaulting Lender, replace that Lender in accordance with Clause 32.5 (*Replacement of Lender*) or the Borrower may, at any time whilst the Lender continues to be a Defaulting Lender, give the Agent 10 Business Days' notice of cancellation of the Available Commitment of that Lender (in each case, without prejudice of the Borrower's rights against the Defaulting Lender under the Finance Documents).

(b) On the notice referred to in paragraph (a) above becoming effective, the Available Commitment of the Defaulting Lender shall be immediately reduced to zero to the extent that the Lender's participation has not been transferred pursuant to Clause 32.5 (*Replacement of Lender*).

(c) The Agent shall as soon as practicable after receipt of a notice referred to in paragraph (a) above, notify all the Lenders.

7.6 **Mandatory cancellation and prepayment – No Delisting**

If Delisting does not occur by no later than the date falling 6 months after the first Utilisation Date and the Borrower has not delivered to the Agent evidence (satisfactory to the Agent) of the same by such date, (i) the Available Commitments shall be automatically and immediately cancelled, and (ii) the Borrower shall immediately prepay all Loans which are outstanding at that time, together with accrued interest and all other amounts accrued under the Finance Documents.

7.7 **Mandatory prepayment – Target Shares Disposal Proceeds**

(a) For the purpose of this Clause 7.7:

"**Target Shares Disposal Proceeds**" means the cash consideration received by the Borrower for any Disposal made by the Borrower of any Shares after deducting:

(i) any fees, expenses and transaction costs incurred by the Borrower with respect to that Disposal; and

(ii) any Tax incurred and required to be paid by the Borrower with respect to any such proceeds.

(b) The Borrower shall promptly (and no later than 1 Business Day prior to receipt) notify the Agent of any Disposal of Shares and of the Target Shares Disposal Proceeds which will have to be applied as partial mandatory prepayment in accordance with Clause 7.7.

(c) The Borrower shall either:

(i) instruct the purchaser of the relevant Shares, owing such Target Shares Disposal Proceeds, to credit the amount equal to such Target Shares Disposal Proceeds directly to an account held in the name of the Agent; or

(ii) credit the amount equal to such Target Shares Disposal Proceeds to a bank account pledged in the name of the Security Agent acting on behalf of the Finance Parties,

in each case, for application in accordance with paragraph (d) below.

(d) The Target Shares Disposal Proceeds shall be applied in prepayment of Loans immediately upon receipt.

7.8 **Mandatory prepayment – Distribution Proceeds**

(a) For the purpose of this Clause 7.8:

"**Distribution**" means (i) the payment of a dividend or the lawful distribution of share premium reserve or the redemption, defeasement, retirement or repayment of share capital from the Target or (ii) the repayment or prepayment (either total, partial, voluntary or mandatory) by the Target of any loan granted to it by the Borrower.

"**Distribution Proceeds**" means the cash consideration received by the Borrower for any Distribution made by the Target after deducting:

(i) any fees, expenses and transaction costs incurred by the Borrower with respect to that Distribution; and

(ii) any Tax incurred and required to be paid by the Borrower, or the Target, with respect to any such proceeds.

(b) The Borrower shall promptly (and no later than 1 Business Day falling after receipt) notify the Agent of the receipt of any Distribution Proceeds.

(c) The Borrower shall apply an amount equal to such Distribution Proceeds, in prepayment of Loans immediately upon receipt.

7.9 **Mandatory prepayment – Increased Amounts**

If the amount of a Utilisation for the payment of Acquisition Costs as increased by the Increased Amounts, as relevant, is higher than the amount actually used by the Borrower to pay for such Acquisition Costs, the Borrower shall:

(i) no later than 30 days following the relevant Utilisation Date notify the Agent of (x) the difference between the amount of the Utilisation and the amount used to pay for the relevant Acquisition Costs (the "**Surplus Amount**") and (y) the aggregate amount of Surplus Amounts (taking into account all Utilisations) on such date as reduced by any Surplus Amounts having given rise to a mandatory prepayment prior to such date; and

(ii) if the aggregate amount of all Surplus Amounts (taking into account all Utilisations) as reduced by any Surplus Amounts having given rise to a mandatory prepayment prior to such date exceeds €100,000, apply an amount equal to such Surplus Amounts in prepayment of Loans on the last day of the Interest Period following notice given to the Agent that the Surplus Amounts have exceeded €100,000.

7.10 **Mandatory cancellation and prepayment – Disposal of shares resulting in a reduction of the shareholding of the Sponsor in the Borrower**

(a) For the purpose of this Clause 7.10:

"**Shares Disposal Proceeds**" means the consideration received by either the Sponsor, the Shareholder or a Meridiam Shareholder for any Disposal made by the Sponsor, a Meridiam Shareholder or the Shareholder, as relevant, of any shares in, respectively, a Meridiam Shareholder, the Shareholder or the Borrower (a "**Shares Disposal**") after deducting:

(i) any fees, expenses and transaction costs incurred by the Sponsor, the Shareholder or a Meridiam Shareholder, as relevant, with respect to that Shares Disposal; and

(ii) any Tax incurred and required to be paid by the Sponsor, the Shareholder or a Meridiam Shareholder, as relevant, with respect to any such proceeds.

(b) The Borrower shall promptly (and no later than 1 Business Day falling after the occurrence of the relevant Shares Disposal) notify the Agent of the relevant Shares Disposal and provide evidence satisfactory to the Agent (acting reasonably) that an amount at least equal to the Share Disposal Proceeds relevant to such Shares Disposal has been reinvested in the Target (unless such Shares Disposal is made to a Meridiam Shareholder) and the Agent shall promptly upon receipt of such notification notify each Lender.

(c) In the event that an amount at least equal to the Share Disposal Proceeds relevant to such Shares Disposal has not been reinvested in the Target (unless such Shares Disposal is made to a Meridiam Shareholder), the Borrower shall promptly (and no later than 2 Business Days falling after the occurrence of such Shares Disposal) apply an amount equal to the Share Disposal Proceeds in prepayment of the outstanding Loans and cancellation of the Available Commitments.

7.11 **Mandatory cancellation and prepayment – Shareholding Dilution**

(a) For the purpose of this Clause 7.11:

"**Shareholding Dilution**" means the decrease of the shareholding (either in the voting share capital or issued share capital and either direct or indirect) of the Meridiam Shareholder in the Borrower occurring otherwise than pursuant to a Shares Disposal.

"**Shareholding Dilution Proceeds**" means the proceeds (after deducting any incurred fees, expenses and transaction costs and any Tax with respect to any Shareholding Dilution) received by the Sponsor, a Meridiam Shareholder, the Shareholder or the Borrower with respect to any transaction that has resulted in a Shareholding Dilution.

(b) The Borrower shall promptly (and no later than 1 Business Day falling after the occurrence of a Shareholding Dilution) notify the Agent of the relevant Shareholding Dilution and provide evidence satisfactory to the Agent (acting reasonably) that an amount at least equal to the Shareholding Dilution Proceeds relevant to such Shareholding Dilution has been reinvested in the Target and the Agent shall promptly upon receipt of such notification notify each Lender.

(c) In the event that an amount at least equal to the Shareholding Dilution Proceeds relevant to such Shareholding Dilution has not been reinvested in the Target, the Borrower shall (and no later than 2 Business Days falling after the occurrence of such Shareholding Dilution) apply an amount equal to the Shareholding Dilution Proceeds in prepayment of the outstanding Loans and cancellation of the Available Commitments.

7.12 **Mandatory prepayment – Sponsor's Assets Disposal Proceeds**

(a) For the purpose of this Clause 7.12:

"**Sponsor's Assets Disposal Proceeds**" means the consideration received or which should have been received by the Sponsor or any of its Subsidiaries for any Disposal made by the Sponsor or any of its Subsidiaries (excluding a Disposal made by the Borrower and its Subsidiaries) of any asset (other than the shares in a Meridiam Shareholder, the Shareholder or the Borrower) (a "**Sponsor's Assets Disposal**") after deducting:

(i) any fees, expenses and transaction costs incurred by the Sponsor or its relevant Subsidiary with respect to that Disposal; and

(ii) any Tax incurred and required to be paid by the Sponsor or its relevant Subsidiary with respect to any such proceeds.

(b) The Borrower shall promptly (and no later than 2 Business Days upon occurrence of a Sponsor's Assets Disposal):

(i) notify the Agent of the relevant Sponsor's Assets Disposal and the amount equal to the Sponsor's Assets Disposal Proceeds and the Agent shall promptly upon receipt of such notification notify each Lender; and

(ii) apply an amount equal to the Sponsor's Assets Disposal Proceeds in prepayment of the outstanding Loans and cancellation of the Available Commitments.

7.13 **Restrictions**

(a) Any notice of cancellation or prepayment given by any Party under this Clause 7 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.

(b) Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, subject to any Break Costs, without premium or penalty.

(c) The Borrower may not reborrow any part of the Facility which is prepaid.

(d) The Borrower shall not repay or prepay all or any part of the Loans or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.

(e) No amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

(f) If the Agent receives a notice under this Clause 7 it shall promptly forward a copy of that notice to either the Borrower or the affected Lender(s), as appropriate.

7.14 **Application of prepayments**

Any prepayment of a Loan pursuant to Clause 7.3 (*Voluntary prepayment of Loans*), Clause 7.7 (*Mandatory prepayment – Target Shares Disposal Proceeds*), Clause 7.8 (*Mandatory prepayment – Distribution Proceeds*), Clause 7.9 (*Mandatory prepayment – Increased Amounts*), Clause 7.10 (*Mandatory cancellation and prepayment – Disposal of shares resulting in a reduction of the shareholding of the Sponsor in the Borrower*), Clause 7.11 (*Mandatory cancellation and prepayment – Shareholding Dilution*) and Clause 7.12 (*Mandatory prepayment – Sponsor's Assets Disposal Proceeds*) shall be applied pro rata to each Lender's participation in that Loan.

SECTION 5
COSTS OF UTILISATION

8. INTEREST

8.1 Calculation of interest

The rate of interest on each Loan for an Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(a) Margin; and

(b) EURIBOR.

8.2 Payment of interest

The Borrower shall pay accrued interest on each Loan on the last day of each Interest Period in relation to such Loan (and, if the Interest Period is longer than six Months, on the dates falling at six-monthly intervals after the first day of the Interest Period).

8.3 Default interest

(a) If the Borrower fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue to the fullest extent permitted by law on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to paragraph (b) below, is one per cent. per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan in the currency of the overdue amount for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing under this Clause 8.3 shall be immediately payable by the Borrower on demand by the Agent.

(b) If any overdue amount consists of all or part of a Loan which became due on a day which was not the last day of an Interest Period relating to that Loan:

(i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and

(ii) the rate of interest applying to the overdue amount during that first Interest Period shall be one per cent. per annum higher than the rate which would have applied if the overdue amount had not become due.

(c) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount only if, within the meaning of article 1343-2 of the French *Code civil*, such interest is due for a period of at least one year, but will remain immediately due and payable.

(d) Interest on an overdue amount shall accrue automatically as of right and without the need of notification (*mise en demeure*) to the Borrower and is in addition, and without prejudice, to the other rights of the Finance Parties. Neither a demand by the Agent under this Clause 8.3 or the payment by the Borrower of interest on an overdue amount shall constitute the grant of an extension of the due date for the overdue amount or any waiver of the Finance Parties' rights under the Finance Documents in relation to such overdue amount.

8.4 **Notifications**

(a) The Agent shall promptly notify the relevant Lenders and the Borrower of the determination of a rate of interest under this Agreement.

(b) The Agent shall promptly notify the Borrower of the Funding Rate relating to a Loan.

(c) This Clause 8.4 shall not require the Agent to make any notification to any Party on a day which is not a Business Day.

8.5 **Effective Global Rate (*Taux Effectif Global*)**

For the purposes of Articles L.314-1 to L.314-5 and R.314-1 *et seq.* of the French *Code de la consommation* and article L.313-4 of the French *Code monétaire et financier*, the Parties acknowledge that (i) the effective global rate (*taux effectif global*) calculated on the date of this Agreement, based on assumptions as to the period rate (*taux de période*) and the period term (*durée de période*) and on the assumption that the interest rate and all other fees, costs or expenses payable under this Agreement will be maintained at their original level throughout the term of this Agreement, is set out in a letter from the Agent to the Borrower (the "**TEG Letter**") and (ii) the TEG Letter forms part of this Agreement. The Borrower acknowledges receipt of the TEG Letter.

9. **INTEREST PERIODS**

9.1 **Length of Interest Periods**

(a) Subject to this Clause 9, the Borrower may select an Interest Period of 3 or 6 Months or of any other period agreed between the Borrower, the Agent and all the Lenders in relation to the relevant Loan.

(b) The Borrower may select an Interest Period for a Loan in the Utilisation Request for that Loan or (if the Loan has already been borrowed) in a Selection Notice.

(c) Notwithstanding paragraph (a) above:

(i) the first Interest Period for any Loan made available prior to 31 December 2024, shall end on 31 December 2024; and

(ii) the first Interest Period for any Loans made as from 31 December 2024, shall end on 31 March, 30 June, 30 September or 31 December, provided that it shall not be longer than 6 Months.

(d) Each Selection Notice for a Loan is irrevocable and must be delivered to the Agent by the Borrower not later than the Specified Time.

(e) If the Borrower fails to deliver a Selection Notice to the Agent in accordance with paragraph (b) above, the relevant Interest Period will be 3 Months.

(f) An Interest Period for a Loan shall not extend beyond the Termination Date.

(g) Each Interest Period for a Loan shall start on the Utilisation Date or (if already made) on the last day of its preceding Interest Period.

9.2 **Non-Business Days**

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

9.3 **Consolidation and division of Loans**

(a) Subject to paragraph (b) below, if two or more Interest Periods relate to Loans which end on the same date, those Loans will, unless the Borrower specifies to the contrary in the Selection Notice for the next Interest Period, be consolidated into, and treated as, a single Loan on the last day of the Interest Period.

(b) Subject to Clause 5.3 (*Currency and amount*), if the Borrower requests in a Selection Notice that a Loan be divided into two or more Loans, that Loan will, on the last day of its Interest Period, be so divided with amounts specified in that Selection Notice, having an aggregate amount equal to the amount of such Loan immediately before its division.

10. **CHANGES TO THE CALCULATION OF INTEREST**

10.1 **Unavailability of Screen Rate**

(a) *Interpolated Screen Rate*: if no Screen Rate is available for EURIBOR for the Interest Period of a Loan, the applicable EURIBOR shall be the Interpolated Screen Rate for a period equal in length to the Interest Period of that Loan.

(b) *Historic Screen Rate*: if no Screen Rate is available for EURIBOR for:

(i) euro; or

(ii) the Interest Period of a Loan and it is not possible to calculate the Interpolated Screen Rate,

the applicable EURIBOR shall be the Historic Screen Rate for that Loan.

(c) *Interpolated Historic Screen Rate*: if paragraph (b) above applies but no Historic Screen Rate is available for the Interest Period of that Loan, the applicable EURIBOR shall be the Interpolated Historic Screen Rate for a period equal in length to the Interest Period of that Loan.

(d) *Cost of funds*: if paragraph (c) above applies but it is not possible to calculate the Interpolated Historic Screen Rate, there shall be no EURIBOR for that Loan and Clause 10.3 (*Cost of funds*) shall apply to that Loan for that Interest Period.

10.2 **Market disruption**

If before close of business in Paris on the Quotation Day for the relevant Interest Period the Agent receives notifications from a Lender or Lenders (whose participations in a Loan exceed 35 per cent. of that Loan) that the cost to it of funding its participation in that Loan from whatever source it may reasonably select would be in excess of EURIBOR then Clause 10.3 (*Cost of funds*) shall apply to that Loan for the relevant Interest Period.

10.3 **Cost of funds**

(a) If this Clause 10.3 applies, the rate of interest on each Lender's share of the relevant Loan for the relevant Interest Period shall be the percentage rate per annum which is the sum of:

(i) the Margin; and

(ii) the rate notified to the Agent by that Lender as soon as practicable and in any event before interest is due to be paid in respect of that Interest Period to be that which expresses as a percentage rate per annum the cost to the relevant Lender of funding its participation in that Loan from whatever source it may reasonably select.

(b) If this Clause 10.3 applies and the Agent or the Borrower so requires, the Agent and the Borrower shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the rate of interest.

(c) Any alternative basis agreed pursuant to paragraph (b) above shall, with the prior consent of all the Lenders and the Borrower, be binding on all Parties.

(d) If this Clause 10.3 applies but any Lender does not supply a quotation by the time specified in paragraph (a)(ii) above the rate of interest shall be calculated on the basis of the quotations of the remaining Lenders.

10.4 **Break Costs**

(a) The Borrower shall, within five Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs attributable to all or any part of a Loan or Unpaid Sum being paid by the Borrower on a day other than the last day of an Interest Period for that Loan or Unpaid Sum.

(b) Each Lender shall, as soon as reasonably practicable after a demand by the Agent, provide a certificate confirming the amount of its Break Costs for any Interest Period in which they accrue.

11. FEES

11.1 **Commitment fee**

(a) The Borrower shall pay to the Agent (for the account of each Lender) a commitment fee in euro computed at the rate of 35 per cent. per annum of the applicable Margin on that Lender's Available Commitment for the Availability Period.

(b) The accrued commitment fee is payable on the last day of each successive period of three months which ends during the Availability Period, on the last day of the Availability Period and, if cancelled in full, on the cancelled amount of the relevant Lender's Commitment at the time the cancellation is effective.

(c) No commitment fee is payable to the Agent (for the account of a Lender) on any Available Commitment of that Lender for any day on which that Lender is a Defaulting Lender.

11.2 **Arrangement fee**

The Borrower shall pay to the Arrangers an arrangement fee in the amount and at the times agreed in a Fee Letter.

11.3 **Agency fee**

The Borrower shall pay to the Agent (for its own account) a facility agency fee in the amount and at the times agreed in a Fee Letter.

11.4 **Security Agency fee**

The Borrower shall pay to the Security Agent (for its own account) a security agency fee in the amount and at the times agreed in a Fee Letter.

SECTION 6

ADDITIONAL PAYMENT OBLIGATIONS

12. **TAX GROSS UP AND INDEMNITIES**

12.1 **Definitions**

(a) In this Agreement:

"**Tax Credit**" means a credit against, relief or remission for, or repayment of any Tax.

"**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction.

"**Tax Payment**" means either the increase in a payment made by the Borrower to a Finance Party under Clause 12.2 (*Tax gross-up*) or a payment under Clause 12.3 (*Tax indemnity*).

(b) Unless a contrary indication appears, in this Clause 12 a reference to "determines" or "determined" means a determination made in the absolute discretion of the person making the determination.

12.2 **Tax gross-up**

(a) The Borrower shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.

(b) The Borrower shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Agent accordingly. Similarly, a Lender shall notify the Agent on becoming so aware in respect of a payment payable to that Lender. If the Agent receives such notification from a Lender, it shall notify the Borrower.

(c) If a Tax Deduction is required by law to be made by the Borrower, the amount of the payment due from the Borrower shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

(d) If the Borrower is required to make a Tax Deduction, it shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

(e) Within thirty days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Borrower shall deliver to the Agent for the Finance Party entitled to the payment evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment has been paid to the relevant taxing authority.

12.3 **Tax indemnity**

(a) If a Finance Party is or will be subject to any liability, or required to make any payment for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document, then the Borrower shall (within three Business Days of demand by the Agent) pay to that Finance Party an amount equal to the loss, liability or cost which that Finance Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by it in respect of a Finance Document.

(b) Paragraph (a) above shall not apply:

(i) with respect to any Tax assessed on a Finance Party:

(A) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or

(B) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or

(ii) to the extent a loss, liability or cost:

(A) is compensated for by an increased payment under Clause 12.2 (*Tax gross-up*); or

(B) relates to a FATCA Deduction required to be made by a Party.

(c) If a Finance Party makes, or intends to make, a claim under paragraph (a) above it shall promptly notify the Borrower of the event which will give, or has given, rise to the claim.

12.4 **Tax Credit**

If the Borrower makes a Tax Payment and a Finance Party determines that:

(a) a Tax Credit is attributable either to an increased payment of which that Tax Payment forms part, or to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and

(b) that Finance Party has obtained and utilised that Tax Credit,

the Finance Party shall pay an amount to the Borrower which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Borrower.

12.5 **Stamp taxes**

The Borrower shall pay and, within three Business Days of demand, indemnify each Finance Party against any cost, loss or liability that Finance Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document.

12.6 **VAT**

(a) All amounts expressed to be payable under a Finance Document by any Party to a Finance Party which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, if VAT is or becomes chargeable on any supply made by any Finance Party to a Party under a Finance Document and such Finance Party is required to account to the relevant tax authority for that VAT, that Party must pay to such Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and such Finance Party must promptly provide an appropriate VAT invoice to that Party).

(b) If VAT is or becomes chargeable on any supply made by any Finance Party (the "**Supplier**") to any other Finance Party (the "**Recipient**") under a Finance Document, and any Party other than the Recipient (the "**Relevant Party**") is required by the terms of any Finance Document to pay an amount equal to the consideration for that supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):

(i) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Relevant Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (i) applies) promptly pay to the Relevant Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT chargeable on that supply; and

(ii) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Relevant Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.

(c) Where a Finance Document requires any Party to reimburse or indemnify a Finance Party for any cost or expense, that Party shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

(d) Any reference in this Clause 12.6 to any Party shall, at any time when such Party is treated as a member of a group or unity (or fiscal unity) for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the person who is treated at that time as making the supply, or (as appropriate) receiving the supply, under the grouping rules (provided for in the UK Value Added Tax Act 1994, Article 11 of Council Directive 2006/112/EC (or as implemented by the relevant member state of the EU) or any other similar provision in any jurisdiction other than the UK or a member state of the EU) so that a reference to a Party shall be construed as a reference to that Party or the relevant group or unity (or fiscal unity) of which that Party is a member for VAT purposes at the relevant time or the relevant representative member (or head) of that group or unity (or fiscal unity) at the relevant time (as the case may be).

(e) In relation to any supply made by a Finance Party to any Party under a Finance Document, if reasonably requested by such Finance Party, that Party must promptly provide such Finance Party with details of that Party's VAT registration and such other information as is reasonably requested in connection with the Lender's VAT reporting requirements in relation to such supply.

12.7 **FATCA information**

(a) Subject to paragraph (c) below, a Party must, within 10 Business Days of a reasonable request by any other Party:

(i) confirm to that other Party whether it is:

(A) a FATCA Exempt Party; or

(B) not a FATCA Exempt Party;

(ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA (including its applicable "passthru percentage" or other information required under relevant US Treasury regulations or other official guidance including intergovernmental agreements) as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and

(iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.

(b) If a Party confirms to another Party pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not, or has ceased to be a FATCA Exempt Party, that Party must notify that other Party reasonably promptly.

(c) A Party is not obliged to do anything under paragraph (a) above which would or might in its reasonable opinion constitute a breach of:

(i) any law or regulation;

(ii) any policy of that Party;

(iii) any fiduciary duty; or

(iv) any duty of confidentiality.

(d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraph (a)(i) or (a)(ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

12.8 **FATCA Deduction**

(a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

(b) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction) notify the Party to whom it is making the payment and, in addition, shall notify the Borrower and the Agent and the Agent shall notify the other Finance Parties.

13. **INCREASED COSTS**

13.1 **Increased costs**

(a) Subject to Clause 13.3 (*Exceptions*) the Borrower shall, within five Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Costs incurred by that Finance Party or any of its Affiliates as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (ii) compliance with any law or regulation made after the date of this Agreement or (iii) the implementation or application of or compliance with CRD IV or any law or regulation that implements or applies CRD IV.

(b) In this Agreement:

"**Basel III**" means:

(i) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;

(ii) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(iii) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "Basel III".

"**CRD IV**" means:

(i) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012; and

(ii) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC.

"**Increased Costs**" means:

(i) a reduction in the rate of return from the Facility or on a Finance Party's (or its Affiliate's) overall capital;

(ii) an additional or increased cost; or

(iii) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitment or funding or performing its obligations under any Finance Document.

13.2 **Increased cost claims**

(a) A Finance Party intending to make a claim pursuant to Clause 13 (*Increased Costs*) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Borrower.

(b) Each Finance Party shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount of its Increased Costs.

13.3 **Exceptions**

(a) Clause 13.1 (*Increased costs*) does not apply to the extent any Increased Cost is:

(i) attributable to a Tax Deduction required by law to be made by the Borrower;

(ii) attributable to a FATCA Deduction required to be made by a Party;

(iii) compensated for by Clause 12.3 (*Tax indemnity*) (or would have been compensated for under Clause 12.3 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in paragraph (b) of Clause 12.3 (*Tax indemnity*) applied);

(iv) attributable to the implementation or application of or compliance with Basel III as reasonably foreseeable on the date of this Agreement; or

(v) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation.

(b) In this Clause 13.3 reference to a "**Tax Deduction**" has the same meaning given to the term in Clause 12.1 (*Definitions*).

14. **OTHER INDEMNITIES**

14.1 **Currency indemnity**

(a) If any sum due from the Borrower under the Finance Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(i) making or filing a claim or proof against the Borrower; or

(ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Borrower shall as an independent obligation, within three Business Days of demand, indemnify each Finance Party to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

(b) The Borrower waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

14.2 **Other indemnities**

(a) The Borrower shall, within five Business Days of demand, indemnify each Finance Party against any cost, loss or liability incurred by it as a result of:

(i) the occurrence of any Event of Default;

(ii) a failure by the Borrower to pay any amount due under a Finance Document on its due date, including without limitation, any cost, loss or liability arising as a result of Clause 25 (*Sharing among the Finance Parties*);

(iii) funding, or making arrangements to fund, its participation in a Utilisation requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Finance Party alone);

(iv) a Utilisation (or part of a Utilisation) not being prepaid in accordance with a notice of prepayment given by the Borrower.

(b) The Borrower shall promptly indemnify each Finance Party, each Affiliate of a Finance Party and each officer or employee of a Finance Party or its Affiliate, against any cost, loss or liability incurred by that Finance Party or its Affiliate (or officer or employee of that Finance Party or Affiliate) in connection with or arising out of the Acquisition or the funding of the Acquisition (including but not limited to those incurred in connection with any litigation, arbitration or administrative proceedings or regulatory enquiry concerning the Acquisition), unless such loss or liability is caused by the gross negligence or wilful misconduct of that Finance Party or its Affiliate (or employee or officer of that Finance Party or Affiliate). Any Affiliate or any officer or employee of a Finance Party or its Affiliate may rely on this Clause 14.2.

14.3 **Indemnity to the Agent**

The Borrower shall promptly indemnify the Agent against:

(a) any cost, loss or liability incurred by the Agent (acting reasonably) as a result of:

(i) investigating any event which it reasonably believes is a Default;

(ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised; or

(iii) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement; and

(b) any cost, loss or liability incurred by the Agent (otherwise than by reason of the Agent's gross negligence or wilful misconduct) in acting as Agent under the Finance Documents.

14.4 **Indemnity to the Security Agent**

(a) The Borrower shall promptly indemnify the Security Agent against any cost, loss or liability incurred by it as a result of:

(i) any failure by the Borrower to comply with its obligations under Clause 16 (*Costs and expenses*);

(ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;

(iii) the taking, holding, protection or enforcement of the Transaction Security;

(iv) the exercise or purported exercise of any of the rights, powers, discretions, authorities and remedies vested in the Security Agent by the Finance Documents or by law;

(v) any default by the Borrower in the performance of any of the obligations expressed to be assumed by it in the Finance Documents; or

(vi) acting as Security Agent under the Finance Documents or which otherwise relates to any of the Pledged Shares (otherwise, in each case, than by reason of the Security Agent's gross negligence or wilful misconduct).

(b) The Security Agent may, in priority to any payment to the Finance Parties, indemnify itself out of the Pledged Shares in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this Clause 14.4.

15. MITIGATION BY THE LENDERS

15.1 Mitigation

(a) Each Finance Party shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in the Facility ceasing to be available or any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 7.1 (*Illegality*), Clause 12 (*Tax gross up and indemnities*) or Clause 13 (*Increased Costs*) including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

(b) Paragraph (a) above does not in any way limit the obligations of the Borrower under the Finance Documents.

15.2 Limitation of liability

(a) The Borrower shall promptly indemnify each Finance Party for all costs and expenses reasonably incurred by that Finance Party as a result of steps taken by it under Clause 15.1 (*Mitigation*).

(b) A Finance Party is not obliged to take any steps under Clause 15.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

16. COSTS AND EXPENSES

16.1 Transaction expenses

The Borrower shall, within five Business Days of demand, pay the Agent, the Arrangers, the Lenders and the Security Agent the amount of all costs and expenses (including legal fees) reasonably incurred by any of them in connection with the negotiation, preparation, printing, execution and perfection of:

(a) this Agreement and any other documents referred to in this Agreement and the Transaction Security; and

(b) any other Finance Documents executed after the date of this Agreement,

it being specified that the Agent, the Arrangers, the Lenders or the Security Agent must obtain the Borrower's prior approval for all costs payable to external advisers (including legal fees).

16.2 Amendment costs

If:

(a) the Borrower requests an amendment, waiver or consent; or

(b) an amendment is required pursuant to Clause 26.10 (*Change of currency*),

the Borrower shall, within five Business Days of demand, reimburse each of the Agent, the Security Agent and the Lenders for the amount of all costs and expenses (including legal fees) reasonably incurred by any of them in responding to, evaluating, negotiating or complying with that request or requirement (it being specified that the Agent, the Arrangers, the Lenders or the Security Agent must obtain the Borrower's prior approval for all costs payable to external advisers (including legal fees)).

16.3 **Enforcement and preservation costs**

The Borrower shall, within five Business Days of demand, pay to each Finance Party the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation of any rights under any Finance Document and the Transaction Security and any proceedings instituted by or against any Finance Party as a consequence of taking or holding the Transaction Security or enforcing these rights.

16.4 **Security expenses**

The Borrower shall, within five Business Days of demand, pay the Security Agent the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with the release of any Transaction Security expressed to be created pursuant to any Transaction Security Document.

SECTION 7

REPRESENTATIONS, UNDERTAKINGS AND EVENTS OF DEFAULT

17. REPRESENTATIONS

17.1 General

The Borrower makes the representations and warranties set out in this Clause 17 to each Finance Party on the date of this Agreement.

17.2 Status

(a) It is a company, duly incorporated and validly existing under the law of its jurisdiction of incorporation.

(b) It has the power to own its assets and carry on its business as it is being conducted.

17.3 Binding obligations

(a) Subject to the Legal Reservations, the obligations expressed to be assumed by it in each Transaction Document are legal, valid, binding and enforceable obligations.

(b) Without limiting the generality of paragraph (a) above, subject to the Perfection Requirements, each Transaction Security Document to which it is a party creates the security interests which that Transaction Security Document purports to create and those security interests are valid and effective.

17.4 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Transaction Documents do not and will not conflict with:

(a) any law or regulation applicable to it;

(b) its constitutional documents; or

(c) any agreement or instrument binding upon it or any of its assets.

17.5 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated by those Transaction Documents.

17.6 Validity and admissibility in evidence

Subject, in the case of the Transaction Security Documents, to the Perfection Requirements, all Authorisations required or desirable:

(i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents to which it is a party; and

(ii) to make the Transaction Documents to which it is a party admissible in evidence in the Relevant Jurisdictions;

(iii) to enable it to create the Transaction Security expressed to be created by it pursuant to any Transaction Security Document and to ensure that such Transaction Security has the priority and ranking it is expressed to have,

have been obtained or effected and are in full force and effect.

17.7 **Governing law and enforcement**

(a) Subject to the Legal Reservations, the choice of governing law of the Finance Documents will be recognised and enforced in its Relevant Jurisdictions.

(b) Subject to the Legal Reservations, any judgment obtained in relation to a Finance Document in the jurisdiction of the governing law of that Finance Document will be recognised and enforced in its Relevant Jurisdictions.

17.8 **Insolvency**

No:

(a) corporate action, legal proceeding or other procedure or step described in Clause 20.7 (*Insolvency proceedings*); or

(b) creditors' process described in Clause 20.8 (*Creditors' process*),

has been taken or, to the knowledge of the Borrower, threatened in relation to it or any of its Subsidiaries; and none of the circumstances described in Clause 20.6 (*Insolvency*) applies to it or any of its Subsidiaries.

17.9 **No default**

(a) No Event of Default is continuing or might reasonably be expected to result from the making of any Utilisation or the entry into, the performance of, or any transaction contemplated by, any Transaction Document.

(b) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject which might have a Material Adverse Effect.

(c) On the date of this Agreement, no other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on any of its Subsidiaries or to which any of its Subsidiaries' assets are subject which might have a Material Adverse Effect.

17.10 **No misleading information**

(a) Any written factual information provided by or on behalf of the Borrower or the Shareholder in relation to any Transaction Document was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.

(b) Nothing has occurred or been omitted from the factual information referred to in paragraph (a) above and no information has been given or withheld that results in that information being untrue or misleading in any material respect.

17.11 **Financial statements**

(a) Its Original Financial Statements and, to the best of its knowledge, the Original Financial Statements of the Target, were prepared in accordance with Dutch GAAP consistently applied.

(b) The Original Financial Statements fairly represent its or, as the case may be and to the best of its knowledge, the Target's financial condition as at the end of the relevant financial year and operations during the relevant financial year.

(c) There has been no material adverse change in its or, as the case may be and to the best of its knowledge, the Target's business or financial condition since the date of the relevant Original Financial Statements.

17.12 **No proceedings**

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have been started or threatened against it in writing.

17.13 **No breach of laws**

It has not breached any law or regulation which would impair its ability to perform its obligations under the Transaction Documents to which it is a party, or the ability of the Finance Party or it to hold, acquire or dispose of any Shares or the ability of the Finance Party to hold, acquire or dispose of any Transaction Security over the Shares or to enforce the Transaction Security expressed to be created by the Transaction Security Documents.

17.14 **Taxation**

(a) It is not required to make any Tax Deduction (as defined in Clause 12.1 (*Definitions*)) from any payment it may make under any Finance Document.

(b) It is not overdue in the filing of any Tax returns and it is not overdue in the payment of any amount in respect of Tax except to the extent that (i) such payment is being contested in good faith, (ii) adequate reserves are being maintained for those Taxes and the costs required to contest them, and (iii) such payment can be lawfully withheld and failure to pay those Taxes does not have or is not reasonably likely to have a Material Adverse Effect.

17.15 **No filing or stamp taxes**

Under the law of its jurisdiction of incorporation it is not necessary that the Finance Documents be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp duty, registration or similar tax be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents.

17.16 **Security and *pari passu* ranking**

(a) Subject to the Perfection Requirements, each Transaction Security Document creates (or, once entered into, will create) in favour of the Finance Parties the Transaction Security which it is expressed to create with the ranking and priority it is expressed to have.

(b) Without limiting paragraph (a) above, its payment obligations under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

(c) Except as permitted by Clause 19.3 (*Negative pledge*), no Security exists on or over any of its assets.

17.17 **Title to assets**

It has:

(a) good and marketable title (as sole and absolute beneficial owner) to the Shares which are expressed to be included in or subject to the Transaction Security; and

(b) not sold, transferred, lent, assigned, parted with its interest in or disposed of, granted any option in respect of or otherwise dealt with any of its rights, title and interest in and to the Pledged Shares, or agreed to do any of the foregoing (other than pursuant to the Finance Documents to which it is a party).

17.18 **Pledged Shares**

(a) The Pledged Shares are fully paid and not subject to any option to purchase or similar rights.

(b) The constitutional documents of the Target do not and could not restrict or inhibit any transfer of the Pledged Shares on creation or enforcement of all or any part of the Pledged Shares.

(c) There are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any Pledged Share or loan capital of the Target (including any option or right of pre-emption or conversion).

17.19 **Transfer Agent Agreement**

(a) Subject to paragraph (c) below, the Target is and will at all times be the sole, absolute, legal and beneficial owner of its rights under the Transfer Agent Agreement.

(b) Subject to paragraph (c) below, the Transfer Agent Agreement is and will remain in full force and effect without any material amendment, supplement or variation.

(c) Paragraphs (a) and (b) shall not apply if the Transfer Agent Agreement has terminated following the Repatriation of all Shares.

17.20 **Anti-corruption law**

(a) It and each of its Subsidiaries have implemented and maintains in effect policies and procedures designed to ensure compliance by it, its Subsidiaries, the Shareholder and their respective directors, officers, employees and agents with Anti-Corruption Laws, and it, its Subsidiaries, the Shareholder and their respective officers and directors, and, to the knowledge of the Borrower, its and its Subsidiaries' employees and agents are in compliance with Anti-Corruption Laws in all material respects.

(b) No Utilisation, use of proceeds or other transaction contemplated by this Agreement will violate Anti-Corruption Laws.

(c) Neither the Borrower, nor its Subsidiaries, or the Shareholder nor, to its knowledge, any of its or their directors, officers, agents or employees has engaged in any activity or conduct which would breach any applicable Money Laundering Laws and Anti-Corruption Laws.

17.21 **Sanctions**

Neither the Borrower, any of its Subsidiaries nor, to its knowledge, any of its or its Subsidiaries' directors, officers, agents, employees or Affiliates is a Sanctioned Person.

17.22 **Acquisition Documents**

The Acquisition Documents:

(a) contain all the material terms of the Acquisition; and

(b) are in compliance with all applicable laws or regulations.

17.23 **Centre of main interests and establishments**

For the purposes of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast) (the "**Regulation**"), its centre of main interest (as that term is used in Article 3(1) of the Regulation) is situated in its jurisdiction of incorporation and it has no establishment (as that term is used in Article 2(10) of the Regulation) in any jurisdiction other than its jurisdiction of incorporation.

17.24 **Material Non-Public Information**

Neither it or (to the best of its knowledge and belief) any Relevant Individual:

(a) is in possession of any Material Non-Public Information relating to the Target or the Shares which would (i) restrict its ability to deal in the Shares or grant Security over the Shares to the Finance Parties or (ii) affect its ability to enter into or perform its obligations under the Transaction Documents; or

(b) is or has engaged in market abuse (including insider dealing) or market manipulation in entering into and performing its obligations under the Transaction Documents.

17.25 **Regulation S**

None of the Borrower, its Subsidiaries or any person acting on their behalf has engaged, or will engage, in any "directed selling efforts", as defined in Regulation S under the Securities Act, as amended, with respect to the Shares.

17.26 **US securities law**

(a) The Shares have been issued in compliance with US federal securities laws, including the Securities Act, and the rules and regulations of the US Securities and Exchange Commission ("**SEC**") promulgated thereunder, and any applicable state securities or "blue sky" laws.

(b) As long as neither the Delisting nor the Deregistration has occurred and, to the best of its knowledge having made due enquiry, the Target is, and has been for a period of at least 90 days, subject to the reporting requirements of Section 13 or Section 15(d) of the Exchange Act.

(c) To the best of its knowledge having made due enquiry, the Target:

(i) is in compliance with all obligations under US federal and state securities laws;

(ii) as long as the Deregistration has not occurred, has filed all required reports under Section 13 or Section 15(d) of the Exchange Act, as applicable, during the then preceding 12 months (or such shorter period that the Target was required to file such reports), other than Form 6-K reports; and

(iii) as long as the Deregistration has not occurred, has submitted electronically every interactive data file required to be submitted pursuant to Rule 405 of Regulation S-T under the Securities Act during the then preceding 12 Months (or such shorter period that the Target was required to submit such files) (the "**XBRL Requirement**").

(d) To the best of its knowledge having made due enquiry, the Target has ceased to be an issuer with no or nominal operations and no or nominal non-cash assets as specified in Rule 144(i)(1) under the Securities Act and has met the conditions provided in Rule 144(i)(2) and (i)(3) under the Securities Act, including, without limitation, the filing of "Form 10 information" (within the meaning of Rule 144 under the Securities Act).

(e) As long as the Deregistration has not occurred and assuming no Finance Party is deemed or determined to be an "affiliate" (within the meaning of Rule 144 under the Securities Act) of the Target as a result of any Finance Party holding Shares that are not Pledged Shares or engaging in other transactions or arrangements not contemplated by the Finance Documents, and provided that, at the date of any enforcement by the Finance Parties of the security interests created by the Security Documents over the Pledged Shares, the Target:

(i) satisfies the current public information requirement set forth in Rule 144(c)(i) under the Securities Act; and

(ii) has filed all required reports under Section 13 or Section 15(d) of the Exchange Act, as applicable, during the preceding 12 Months (or such shorter period that the Target was required to file such reports); and

(iii) satisfies the XBRL Requirement (the requirements in paragraphs (i) to (iii) of this paragraph (e) of Clause 17.26, collectively, the "**Current Reporting Requirements**"),

such Pledged Shares shall not be subject to any transfer restrictions under Rule 144 under the Securities Act, including any "holding period" restrictions thereunder, upon any enforcement by the Finance Parties of the security interests created by the Security Documents over the Pledged Shares so long as, in any such case, the Target is in compliance with the Current Reporting Requirements at such time.

(f) As long as the Deregistration has not occurred, the Borrower is in compliance with its reporting obligations under Section 13 of the Exchange Act, including in respect of the transactions contemplated by the Transaction Documents.

(g) As long as the Deregistration has not occurred, at the date of any enforcement by the Finance Parties of the security interests created by the Security Documents over the Pledged Shares, such Pledged Shares may be resold by or on behalf of the Finance Parties pursuant to an effective registration statement on Form F-3 filed with the SEC by the Target (the "**Resale Registration Statement**").

17.27 **Margin Regulations**

The Borrower is not a 'United States person' or a 'foreign person controlled by a United States person', each within the meaning of Regulation X.

17.28 **Investment Company Act**

Neither it nor any of its Subsidiaries is an "investment company" as defined in, or subject to regulation under, the United States Investment Company Act of 1940 (15 USC. §§ 80a-1 *et seq.*).

17.29 **No grounds for voluntary filing under US Bankruptcy Law**

As long as the Shares are held on the Securities Account, it has no grounds for believing that it will need to file a voluntary petition under US Bankruptcy Law.

17.30 **Times when representations made**

(a) All the representations and warranties in this Clause 17 are made by the Borrower on the date of this Agreement.

(b)

(i) Subject to paragraph (ii) below, the Repeating Representations are deemed to be made by the Borrower:

(A) on the date of each Utilisation Request;

(B) on each Utilisation Date; and

(C) on the first day of each Interest Period.

(ii) references to the "Original Financial Statements" in paragraphs (a) and (b) of Clause 17.11 (*Financial Statements*) will be deemed to be references to the latest financial statements of the Borrower delivered to the Agent under this Agreement.

(c) Each representation or warranty deemed to be made after the date of this Agreement shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

18. INFORMATION UNDERTAKINGS

The undertakings in this Clause 18 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

18.1 Financial statements

The Borrower shall supply to the Agent (in sufficient copies for all the Lenders) as soon as the same become available, but in any event within 180 days after the end of each of its financial years its audited consolidated and (if available) unconsolidated financial statements for that financial year.

18.2 Requirements as to financial statements

(a) Each set of financial statements delivered by the Borrower pursuant to Clause 18.1 (*Financial statements*) shall be certified by a director of the Borrower as fairly representing its consolidated or unconsolidated (as applicable) financial condition as at the end of and for the period in relation to which those financial statements were drawn up.

(b) The Borrower shall procure that each set of financial statements delivered pursuant to Clause 18.1 (*Financial statements*) is prepared using in accordance with Dutch GAAP.

18.3 Information: miscellaneous

The Borrower shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests):

(a) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against the Borrower, any of its Subsidiaries or the Sponsor, and which has or could reasonably be expected to have a Material Adverse Effect;

(b) until the Delisting, promptly upon becoming aware of them, the details of:

(i) any breach, alleged breach or potential breach by the Borrower, the Target or the Shareholder of any law, regulation, stock exchange rule or Listing Rule applicable to the Shares;

(ii) any requirement that a Finance Party, the Borrower, the Target or any other person must make a notification to any stock exchange, regulatory authority or similar body or to any other person in connection with the ownership of the Shares;

(iii) any clearance to deal being required under the Listing Rules or any other similar law or regulation by the Borrower,

in each case as a result of (A) the Shares being subject to the Transaction Security Documents, (B) the enforcement of any Transaction Security Document, or (C) any appropriation or transfer of all or any part of those Pledged Shares by or to the Finance Parties or any other person;

(c) promptly such further information regarding the Pledged Shares, the Transfer Agent Agreement or the financial condition, business and operations of the Borrower or the Sponsor as the Agent may reasonably request; and

(d) promptly upon any change, an updated list of the specified persons duly authorised, on behalf of the Borrower, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party, together with the specimen of the signature of each such person.

18.4 **Notification of default**

(a) The Borrower shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.

(b) Promptly upon a request by the Agent, the Borrower shall supply to the Agent a certificate signed by two of its directors or senior officers on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

18.5 **Sponsor's Net Asset Value**

(a) The Borrower shall supply to the Agent within 50 calendar days of each of the Sponsor's first and third financial quarters, of the Sponsor's financial half year and of the Sponsor's financial year, as applicable, a NAV Certificate signed by a legal representative of the Sponsor's Management Company:

(i) indicating:

(A) the Sponsor's Net Asset Value as at the end of such financial quarter, financial half year or financial year, as applicable, as shown in the Sponsor's unaudited reporting in relation to such financial quarter, financial half year or financial year, as applicable; and

(B) for the first time 50 calendar days of the Sponsor's financial year ending 31 December 2024, compliance with Clause 20.17 (*Sponsor's Net Asset Value*); and

(ii) attaching the information of the Sponsor's Net Asset Value as at the end of such financial quarter, financial half year or financial year, as applicable, in the same form as that communicated to the Sponsor's investors.

(b) The Borrower shall supply to the Agent within 15 calendar days of the Sponsor's audited reporting of the Sponsor's financial year becoming available, a NAV Certificate signed by a legal representative of the Sponsor's Management Company:

(i) indicating:

(A) the Sponsor's Net Asset Value as at the end of such financial year, as shown in the Sponsor's audited reporting in relation to such financial year; and

(B) compliance with Clause 20.17 (*Sponsor's Net Asset Value*); and

(ii) attaching the information of the Sponsor's Net Asset Value as at the end of such financial year in the same form as that communicated to the Sponsor's investors.

18.6 **Provision of Material Non-Public Information**

As from the date of this Agreement:

(a) The Borrower shall not provide a Finance Party with any Material Non-Public Information in any document or notice required to be delivered pursuant to this Agreement or in any communication in connection with this Agreement (each a "**Communication**") without (i) first notifying that Finance Party in writing that the Communication that the Borrower is about to deliver contains Material Non-Public Information, and (ii) that Finance Party having given written confirmation that it wishes to receive such information and instructing the Borrower to whom such information shall be delivered.

(b) If a Finance Party has refused to receive such Material Non-Public Information, the Borrower shall only deliver the Communication to the extent that it does not contain Material Non-Public Information, in which event the Borrower shall not be deemed to have breached paragraph (a) above. Absent such notification from the Borrower, the Borrower shall be deemed to have represented that such Communication contains no such Material Non-Public Information.

(c) The Borrower irrevocably authorises and consents to a Finance Party (together with any person acting on a Finance Party's behalf) disclosing to any person any Material Non-Public Information that a Finance Party considers necessary or desirable for the purposes of or in connection with any, or any potential, realisation or enforcement of any Security expressed to be created by any Transaction Security Document over all or any of the Pledged Shares.

18.7 **"Know your customer" checks**

(a) If:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;

(ii) any change in the status of the Borrower or the Sponsor after the date of this Agreement; or

(iii) a proposed transfer by a Lender of any of its rights and/or obligations under this Agreement to a party that is not a Lender prior to such transfer, obliges the Agent, the Security Agent or any Lender (or, in the case of paragraph (iii) above, any prospective new Lender) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the Borrower shall promptly upon the request of the Agent, the Security Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender), the Security Agent or any Lender (for itself or, in the case of the event described in paragraph (iii) above, on behalf of any prospective new Lender) in order for the Agent, the Security Agent, such Lender or, in the case of the event described in paragraph (iii) above, any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

(b) Each Lender shall promptly upon the request of the Agent or the Security Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself) or the Security Agent in order for the Agent or the Security Agent, as applicable, to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

18.8 **DAC6**

The Borrower shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests) promptly upon the making of such analysis or the obtaining of such advice, any analysis made or advice obtained as from the date of this Agreement, on whether any transaction contemplated by the Transaction Documents or any transaction carried out (or to be carried out) in connection with any transaction contemplated by the Transaction Documents contains a hallmark as set out in Annex IV of DAC6.

18.9 **Default**

The Borrower shall notify the Agent of any event or circumstance which constitutes a default under any agreement or instrument which is binding on any of its Subsidiaries or to which any of its Subsidiaries' assets are subject which might have a Material Adverse Effect.

19. **GENERAL UNDERTAKINGS**

The undertakings in this Clause 19 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

19.1 **Authorisations**

The Borrower shall promptly:

(a) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(b) supply certified copies to the Agent of,

any Authorisation required under any law or regulation of its jurisdiction of incorporation to:

(i) enable it to perform its obligations under the Transaction Documents; and

(ii) subject to the Legal Reservations and, in the case of the Transaction Security Documents, to the Perfection Requirements, ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Transaction Document.

19.2 **Compliance with laws**

The Borrower shall comply in all respects with all laws (including but not limited to those in respect of market abuse and market manipulation) to which it may be subject if failure to comply would materially impair its ability to perform its obligations under the Transaction Documents or would impair the ability of the Finance Parties to hold, acquire or dispose of any Shares or Transaction Security over the Shares or to enforce the Transaction Security expressed to be created by the Transaction Security Documents.

19.3 **Negative pledge**

In this Clause 19.3, "**Quasi-Security**" means an arrangement or transaction described in paragraph (b) below.

(a) The Borrower shall not create or permit to subsist any Security over any of its assets.

(b) The Borrower shall not:

(i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to orre-acquired by it or any other member of the Group;

(ii) enter into any margin loan, equity derivative, synthetic derivative, exchangeable or convertible debt, stock loan, repo or other similar equity-related financing, hedging, preference share, monetisation transaction, or Financial Indebtedness transaction (or any combination of such transactions) in respect of or by reference to any Shares; or

(iii) enter into any other preferential arrangement having a similar effect.

(c) Paragraphs (a) and (b) above do not apply to:

(i) the Security or Quasi-Security created pursuant to any of the Transaction Security Documents; and

(ii) any Security created by the Borrower in the ordinary course of its banking arrangements under the customary terms of a bank where such member maintains an account, including any security or right to set-off arising under articles 24 or 25 respectively of the general terms and conditions (*algemene voorwaarden*) of any member of the Dutch Bankers' Association (*Nederlandse Vereniging van Banken*) in favour of a Finance Party or an Affiliate of a Finance Party.

19.4 **Disposals**

(a) The Borrower shall not, enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset.

(b) Paragraph (a) above does not apply to any sale, transfer or other disposal of Shares on arms' length terms if:

(i) the proceeds of which are applied in prepayment of the amounts outstanding under the Finance Documents in accordance with Clause 7.7 (*Mandatory prepayment – Target Shares Disposal Proceeds*); and

(ii) such disposal is in relation to part (and not all) of the Shares owed by the Borrower, the Borrower continues to (A) hold at least 50.1 per cent. of the voting share capital and issued share capital of the Target; (B) have the power to appoint or remove the majority of the directors or other equivalent officers of the Target; and (C) have the power to manage or give directions with respect to the operating and financial policies of the Target with which the directors or other equivalent officers of the Target are obliged to comply, through ownership of share capital, by contract or otherwise.

19.5 **Merger**

The Borrower shall not enter into any amalgamation, demerger, merger, corporate reconstruction, joint venture, partnership, or any other similar venture.

19.6 **Financial Indebtedness**

(a) The Borrower shall not incur or allow to remain outstanding any Financial Indebtedness.

(b) Paragraph (a) above does not apply to any Financial Indebtedness under the Finance Documents or any hedging transaction implemented in relation to any of the purposes referred to in Clause 3.1 (*Purpose*).

19.7 **No business and no change of business**

The Borrower shall not have any assets and shall not:

(a) trade or carry on any business;

(b) incur any liability or obligation (actual or contingent, present or future) (including, but not limited to, any Financial Indebtedness, guarantee or other credit support);

(c) enter into any contract; or

(d) declare or pay any dividend or other distribution,

in each case, other than:

(i) in connection with the acquisition and ownership (including the custodying) and transfer of any Shares;

(ii) entering into and incurring liabilities and obligations under the Transaction Documents; and

(iii) any professional and administration costs in the ordinary course of business as an investment or holding company.

19.8 **Security and *pari passu* ranking**

(a) The Borrower shall ensure that:

(i) subject to the Perfection Requirements, each Transaction Security Document creates (or, once entered into, will create) in favour of the Finance Parties the Transaction Security which it is expressed to create with the ranking and priority it is expressed to have; and

(ii) without limiting paragraph (i) above, its payment obligations under the Finance Documents rank at least*pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

(b) The Borrower shall not do or consent to the doing of anything which would be likely to prejudice the validity, enforceability or priority of any of the Security expressed to be created pursuant to the Transaction Security Documents.

19.9 **Assets**

The Borrower shall ensure that:

(a) the Pledged Shares are fully paid and no moneys or liabilities are outstanding or payable in respect of any of them;

(b) all calls, subscription moneys and other moneys payable on or in respect of any of the Pledged Shares are promptly paid and the Finance Parties and their nominees are indemnified against any cost, liabilities or expenses which they may suffer or incur as a result of any failure by the Borrower to pay the same; and

(c) all necessary disclosures in respect of the acquisition or holding of any interests in the Shares are made in accordance with any applicable law and/or regulation.

19.10 **Further assurance**

(a) The Borrower shall, at its own cost and expense, promptly take all such action as the Security Agent may require:

(i) for the purpose of perfecting or protecting any of the Finance Parties' rights under, and preserving the Transaction Security intended to be created or evidenced by, any of the Finance Documents;

(ii) for the purpose of facilitating the realisation of any of that Transaction Security; and/or

(iii) for the purpose of maintaining the operation of the Finance Documents and structure of the Transaction Security.

(b) The Borrower shall not take any action which would, or could reasonably be expected to, have an adverse effect on the value of any Pledged Shares or the ability of the Finance Parties to value, market, realise or take any enforcement action with respect to any Pledged Shares or which would, or could reasonably be expected to, otherwise prejudice the interests of the Finance Parties, provided that nothing in this paragraph shall require the directors of the Borrower to breach any of their director's duties.

19.11 **Sanctions**

(a) The Borrower shall not, directly or indirectly, use the proceeds of the Facility or allow these proceeds to be used (or lend, contribute or otherwise make available such proceeds to any person) to fund, participate or contribute to, any activities or business of, with or related to (or otherwise to make funds available to or for the benefit of) any person who is a Sanctioned Person.

(b) The Borrower shall ensure that:

(i) no person that is a Sanctioned Person will have any legal or beneficial interest in any funds repaid or remitted by the Borrower to a Finance Party in connection with the Facility; and

(ii) it shall not use any revenue or benefit derived from any activity or dealing with a Sanctioned Person for the purpose of discharging amounts owing to any Finance Party in respect of the Facility.

(c) The Borrower shall implement and maintain appropriate safeguards designed to prevent any action that would be contrary to paragraph (a) or (b) above.

(d) The Borrower shall, and shall procure that each of its Affiliates will, promptly upon becoming aware of the same, supply to the Agent details of any claim, action, suit, proceedings or investigation against it with respect to Sanctions.

(e) Any provision of this Clause 19.11 or Clause 17.21 (*Sanctions*) shall not apply to any person if and to the extent that it is or would be unenforceable by or in respect of that person by reason of breach of any applicable Blocking Law.

(f) For the purposes of this Clause 19.11, "**Blocking Law**" means:

(i) any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996 (or any law or regulation implementing such Regulation in any member state of the EU);

(ii) any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996, as it forms part of domestic law of the UK by virtue of the European Union (Withdrawal) Act 2018);

(iii) section 7 of the German Foreign Trade Regulation (*Außenwirtschaftsverordnung*); or

(iv) any similar blocking or anti-boycott law.

19.12 **Anti-Corruption and Anti-Money Laundering**

(a) The Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries, the Shareholder and their respective directors, officers, employees and agents with Anti-Corruption Laws and Money Laundering Laws.

(b) The Borrower will not request a Utilisation, and the Borrower shall not use, and shall procure that the Shareholder and its or their respective directors, officers, employees and agents shall not use, the proceeds of a Utilisation in furtherance of an offer, payment, promise to pay, or authorisation of the payment or giving of money, or anything else of value, to any person in violation of any Anti-Corruption Laws or Money Laundering Laws.

(c) The Borrower shall ensure that neither it nor the Shareholder will directly or indirectly use the proceeds of the Facility for any purpose which would breach the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 or other similar legislation in other jurisdictions.

19.13 **Centre of main interests**

For the purposes of Regulation (EU) 2015/848 of 20 May 2015 on insolvency proceedings (recast) (the "**Regulation**"), the Borrower agrees that its centre of main interest (as that term is used in Article 3(1) of the Regulation) is and will be situated in the jurisdiction of incorporation of the Borrower and it has and will have no "establishment" (as that term is used in Article 2(h) of the Regulation) in any other jurisdiction.

19.14 **Non-petition under US Bankruptcy Law**

The Borrower shall not file any voluntary petition under US Bankruptcy Law.

19.15 **Acquisition Documents**

(a) The Borrower shall ensure that the Acquisition Documents contain all the terms and conditions in relation to the Acquisition.

(b) The Borrower shall not amend, vary or treat as satisfied in whole or in part, any term and condition relating to the Acquisition as set out in the Acquisition Documents in a manner which would reasonably be expected to be prejudicial to the interests of the Finance Parties, other than any amendment or waiver, made with the prior consent of the Agent (acting on the instructions of the Majority Lenders).

(c) The Borrower shall comply with all laws and regulations applicable to the Offer.

19.16 **Repatriation**

The Borrower may cause the Shares to be transferred from the Securities Account held at the date of this Agreement to the Dutch Securities Account, provided that (a) all Shares are transferred and (b) the Borrower provides to the Agent, in form and substance satisfactory to it (acting on the instructions of all the Lenders), the following documents prior to or on the date of such transfer:

(i) an executed copy of the Dutch Security Agreement relating to the Dutch Securities Account;

(ii) a legal opinion of Clifford Chance Europe LLP, legal advisers to the Borrower, in relation to the existence, capacity and authorisations of the Borrower to enter into, and the validity and enforceability, of the Dutch Security Agreement referred to under paragraph (i); and

(iii) evidence of registration of the Transaction Security created under the Dutch Security Agreement pursuant to the Dutch Securities Transfer Act (*Wet op het giraal effectenverkeer*).

19.17 **Conversion**

The Borrower may cause the Target to convert its legal form into a Dutch private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) through the execution of a notarial deed of conversion and amendments of the articles of association of the Target, subject to the Borrower providing the Agent, in form and substance satisfactory to it (acting on the instructions of all the Lenders), the following documents within 10 Business Days of registration as a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) with the Dutch register of companies:

(a) a copy of the constitutional documents of the Target after the change in its legal form and transfer of the registered office (*statutaire zetel*) (including (i) the deed of conversion including the current articles of association, and (ii) an up-to-date extract from the Dutch Trade Register evidencing such Conversion);

(b) if applicable, a copy of a resolution of the relevant corporate body of the Target:

(i) approving the terms of, and the transactions contemplated by, any Finance Documents to which it is a party and any other relevant document as requested by the Agent acting reasonably, and resolving that it performs the Finance Documents to which it is a party and any other relevant document following the Conversion;

(ii) authorising a specified person or persons to execute any Finance Documents and any other relevant document to which it shall become a party, on its behalf, following the Conversion; and

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it following the Conversion under or in connection with the Finance Documents and any other relevant document to which it is a party;

(c) if applicable, a copy of a resolution of the board of supervisory directors (if any) and/or the general meeting of shareholders of the Target approving the terms of, and the transactions contemplated by, the Finance Documents and resolving that it performs the Finance Documents to which it is a party following the Conversion;

(d) a certificate of an authorised signatory of the Borrower certifying that each document relating to it specified in this Clause 19.16 is correct, complete and in full force and effect as at a date no earlier than the Conversion Completion Date (which certificate shall include evidence that the person(s) who has signed the Finance Documents in relation to the Convention on behalf of the Target was duly authorised so to sign and specimen signature of such persons);

(e) if applicable, a power of attorney authorizing a specified person or persons, on its behalf, to sign and/or dispatch all documents and notices to be signed and/or dispatched by it under or in connection with the Finance Documents;

(f) any other document requested by a Lender to comply with any "know your customer" checks in relation to the Target; and

(g) a legal and conversion opinion of the legal advisors to the Borrower in The Netherlands, in relation to the capacity and authority of the Target and the enforceability and validity of the Finance Documents under Dutch law and stating that the Conversion has taken place in accordance with Dutch law.

19.18 **Undertakings in relation to Target Shares**

(a) The Borrower shall ensure that any Shares owned by it, at any time, are Pledged Shares.

(b) The Borrower shall deliver to the Agent copies of any documents required and any documents as may be requested by the Agent acting reasonably (including, but not limited to, any necessary corporate resolutions from the Borrower or Target and any relevant legal opinions), for the taking, holding, protection or enforcement of the Transaction Security in form and substance satisfactory to the Agent acting reasonably (as may be necessary following, without limitation, the Delisting, the Deregistration, any Repatriation or any Conversion).

(c) As long as the Deregistration has not occurred, in connection with any enforcement by the Finance Parties of the security interests created by the Security Documents over the Pledged Shares and upon the request of the Agent (acting on behalf of the Lenders), the Borrower shall procure that the Target makes all necessary filings (including, without limitation, with the SEC), issues any legal opinions requested by the Transfer Agent and takes all other actions necessary for such Pledged Shares to be resold by or on behalf of the Finance Parties pursuant to the Resale Registration Statement.

19.19 **Margin Regulations**

The Borrower will not become a 'United States person' or a 'foreign person controlled by a United States person', each within the meaning of Regulation X.

20. EVENTS OF DEFAULT

Each of the events or circumstances set out in this Clause 20 is an Event of Default (save for Clause 20.20 (*Acceleration*).

20.1 **Non-payment**

The Borrower or the Sponsor does not pay on the due date and by the due time any amount payable pursuant to a Finance Document at the place at and in the currency in which it is expressed to be payable unless:

(a) its failure to pay is caused by an administrative or technical error or a Disruption Event; and

(b) payment is made within five Business Days of its due date.

20.2 **Certain obligations**

The Borrower does not comply with any provision of Clause 19.11 (*Sanctions*) or Clause 19.12 (*Anti-Corruption and Anti-Money Laundering*).

20.3 **Other obligations**

(a) The Borrower or the Sponsor does not comply with any provision of the Finance Documents to which it is a party (other than those referred to in Clause 20.1 (*Non-payment*) and Clause 20.2 (*Certain obligations*)).

(b) No Event of Default under paragraph (a) above will occur if the failure to comply is capable of remedy and is remedied within 20 Business Days of the earlier of (i) the Agent giving notice to the Borrower and (ii) the Borrower or the Sponsor becoming aware of the failure to comply.

20.4 **Misrepresentation**

(a) Any representation or statement made or deemed to be made by the Borrower or the Sponsor in the Finance Documents to which it is a party or any other document delivered by or on behalf of the Borrower or the Sponsor under or in connection with any Finance Document to which it is a party is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

(b) No Event of Default under paragraph (a) above will occur if the misrepresentation is capable of remedy and is remedied within 20 Business Days of the earlier of (i) the Agent giving notice to the Borrower and (ii) the Borrower or the Sponsor becoming aware of such misrepresentation.

20.5 **Cross default**

(a) Any Financial Indebtedness of the Borrower or any of its Subsidiaries is not paid when due nor within any originally applicable grace period.

(b) Any Financial Indebtedness of the Borrower or any of its Subsidiaries is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(c) Any commitment for any Financial Indebtedness of the Borrower is cancelled or suspended by a creditor of the Borrower as a result of an event of default (however described).

(d) Any creditor of the Borrower becomes entitled to declare any Financial Indebtedness of the Borrower due and payable prior to its specified maturity as a result of an event of default (however described).

(e) No Event of Default will occur under this Clause 20.5 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above is less than €1,000,000 (or its equivalent in any other currency or currencies).

20.6 **Insolvency**

(a) The Borrower, any of its Subsidiaries or the Sponsor:

(i) is unable or admits inability to pay its debts as they fall due, including without limitation, by giving notice to the Dutch tax authorities under Section 36(2) of the Dutch 1990 Tax Collection Act (*Invorderingswet 1990*);

(ii) suspends making payments on any of its debts; or

(iii) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding a Finance Party in its capacity as such) with a view to rescheduling any of its indebtedness.

(b) A moratorium is declared in respect of any indebtedness of the Borrower, any of its Subsidiaries or the Sponsor.

20.7 **Insolvency proceedings**

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Borrower, any of its Subsidiaries or the Sponsor;

(b) a composition, compromise, assignment or arrangement with any creditor of the Borrower, any of its Subsidiaries or the Sponsor;

(c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Borrower, any of its Subsidiaries or the Sponsor, or any of their assets;

(d) enforcement of any Security over any assets of the Borrower, any of its Subsidiaries or the Sponsor having an aggregate value in excess of €1,000,000 (or its equivalent in any other currency or currencies);

(e) the filing of an involuntary proceeding in a court of competent jurisdiction in the US seeking relief under US Bankruptcy Law in respect of the Borrower or any of its Subsidiaries and either such proceeding shall continue undismissed for 30 days or an order or decree approving or ordering any of the foregoing shall be entered or the Borrower shall consent to the institution of, or fail to contest in a timely and appropriate manner, any such involuntary proceeding; or

(f) the filing of a voluntary petition by the Borrower or any of its Subsidiaries under US Bankruptcy Law,

or any analogous procedure or step is taken in any jurisdiction.

This Clause 20.7 shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 21 days of commencement.

20.8 **Creditors' process**

Any expropriation, attachment, sequestration, distress or execution (including by way of executory attachment (*executoriaal beslag*) or interlocutory attachment (*conservatoir beslag*)) affects any asset or assets of the Borrower, any of its Subsidiaries or the Sponsor having an aggregate value in excess of €1,000,000 (or its equivalent in any other currency or currencies) which is not frivolous or vexatious and is not discharged within 30 days.

20.9 **Change of Control**

A Change of Control occurs.

20.10 **Unlawfulness**

It is or becomes unlawful for the Borrower or the Sponsor to perform any of its obligations under the Finance Documents to which it is a party.

20.11 **Security**

(a) Any Finance Document is not in full force and effect, does not create valid, binding and enforceable obligations of the Borrower or the Sponsor which is a party thereto or, in the case of any Transaction Security Document, does not create in favour of the Finance Party the Security which it is expressed to create with the ranking and priority it is expressed to have.

(b) Any party gives notice to rescind, cancel or terminate the Transfer Agent Agreement (other than in case of Repatriation of all Shares).

(c) Any party to the Transfer Agent Agreement breaches any of its terms relating to the transfer of any Pledged Shares out of the Securities Account, except in respect of the Transfer Agent Agreement only in accordance with Clause 19.16 (*Repatriation*), or otherwise breaches any of their material terms.

(d) No Event of Default will occur under paragraphs (b) or (c) of this Clause 20.11 above in respect of a notice to rescind, cancel or terminate given by or a breach by, the Transfer Agent, if, within 30 days, the Borrower has replaced the Transfer Agent with another entity satisfactory to the Agent (acting on the instructions of all the Lenders), (and such entity has entered into an equivalent transfer agent agreement and other equivalent documents in relation to the US Security Agreement and any corresponding changes have been made to the Finance Documents, in each case, in form and substance satisfactory to the Agent (acting on the instructions at the Majority Lenders)) on or before that date.

20.12 **Ownership of assets**

Subject to the Transaction Security Documents and any disposal permitted by the terms of this Agreement, the Borrower ceases to be the sole and absolute legal and beneficial owner of the Securities Account or ceases to have good and marketable title (as sole and absolute beneficial owner) to any of the Pledged Shares.

20.13 **Litigation**

(a) Any litigation, arbitration, administrative, governmental, regulatory or other investigations, proceedings or dispute are commenced by or against the Borrower or the Sponsor which has or could reasonably be expected to have a Material Adverse Effect.

(b) Any litigation, arbitration, administrative, governmental, regulatory or other investigations, proceedings or dispute, for a claim of an aggregate amount of at least €100,000,000, are commenced by or against any of the Borrower's Subsidiaries which has a Material Adverse Effect.

20.14 **Immunity**

The Borrower or the Sponsor claims for itself or any of its assets or revenues immunity from suit, execution, attachment or other legal process in any jurisdiction.

20.15 **Management Company**

The Management Company ceases to be the management company (*société de gestion*) of the Sponsor.

20.16 **Distributions by the Sponsor**

The Sponsor declares, makes or pays any dividend, charge, fee or other distribution whatsoever (whether in cash or in kind) to any of its investors.

20.17 **Sponsor's Net Asset Value**

As of the Sponsors' financial year ending 31 December 2024, the outstanding principal amount of the Loans exceeds 10% of the Sponsor's Net Asset Value as shown in the latest NAV Certificate delivered pursuant to Clause 18.5 (*Sponsor's Net Asset Value*).

20.18 **Sponsor's Financial Indebtedness**

The Sponsor or any holding company owned by the Sponsor (including Meridiam EI SAS and Meridiam RCF SAS) incurs or allows to remain outstanding any Financial Indebtedness, other than any Financial Indebtedness under the Finance Documents.

20.19 **Sponsor's Security**

The Sponsor or any holding company owned by the Sponsor (including Meridiam EI SAS and Meridiam RCF SAS) creates or permits to subsist any Security or Quasi-Security over any of their assets, as relevant.

20.20 **Acceleration**

On and at any time after the occurrence of an Event of Default which is continuing the Agent shall, without*mise en demeure* or any other judicial or extra judicial step, if so directed by the Majority Lenders by notice to the Borrower but subject to the mandatory provisions of articles L.611-16 and L.620-1 to L.670-8 of the French *Code de commerce*:

(a) cancel the Available Commitment of each Lender at which time each such Available Commitment shall immediately be cancelled and the Facility shall immediately cease to be available for further utilisation;

(b) declare that all or part of the Utilisations, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, at which time they shall become immediately due and payable;

(c) exercise or direct the Security Agent to exercise any or all of its rights, remedies, powers or discretions under the Finance Documents.

SECTION 8

CHANGES TO PARTIES

21. CHANGES TO THE LENDERS

21.1 Transfers by the Lenders

(a) Subject to this Clause 21, a Lender (the "**Existing Lender**") may transfer any of its rights (including such as relate to that Lender's participation in each Loan) and obligations, to another bank or financial institution or to a trust, fund, any insurance or re-insurance company or other entity which is generally engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the "**New Lender**").

(b) The consent of the Finance Parties is hereby given to a transfer by an Existing Lender to a New Lender.

21.2 Conditions of transfer

(a) The consent of the Borrower is required for a transfer by an Existing Lender, provided that, the Borrower hereby consents to a transfer:

(i) to another Lender or an Affiliate of a Lender which has the same long term debt credit rating by Moody's or by S&P as that of the relevant Lender; or

(ii) to a special purpose vehicle set up by a Lender or Affiliate of a Lender (which has the same long term debt credit rating by Moody's or by S&P as that of the relevant Lender) where Security over securities issued by such special purpose vehicle is to be created in favour of a federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank); or

(iii) made at a time when an Event of Default has occurred and is continuing.

(b) No Lender shall, at any time (excluding, for the avoidance of doubt, at a time when an Event of Default has occurred and is continuing), transfer its rights and obligations (as applicable) in respect of the Facility without the Borrower's consent to any person who is a (i) Distressed Debt Fund, (ii) Hedge Fund or (iii) Competitor.

(c) The consent of the Borrower to a transfer must not be unreasonably withheld or delayed. Other than with respect to a contemplated transfer (excluding, for the avoidance of doubt, a transfer made at a time when an Event of Default has occurred and is continuing) to any person who is a (i) Distressed Debt Fund, (ii) Hedge Fund or (iii) Competitor, the Borrower will be deemed to have given its consent 10 Business Days after the Existing Lender has requested it unless consent is expressly refused by the Borrower within that time.

(d) A transfer will only be effective if the procedure set out in Clause 21.5 (*Procedure for transfer*) is complied with.

(e) If:

(i) a Lender transfers any of its rights and/or obligations under the Finance Documents or changes its Facility Office; and

(ii) as a result of circumstances existing at the date transfer or change occurs, the Borrower would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under Clause 12 (*Tax gross up and indemnities*) or Clause 13 (*Increased Costs*),

then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under those Clauses to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the transfer or change had not occurred.

(f) Each New Lender, by executing the relevant Transfer Agreement, confirms, for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the transfer becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.

(g) Nothing in Clause 21.1 (*Transfers by the Lenders*) shall prohibit a New Lender, an Existing Lender or an Affiliate of the Existing Lender from entering into (whether directly or indirectly) any sub-participation or similar transaction in relation to, or any other transaction under which payments are to be made or may be made by reference to, this Agreement and/or the Borrower (including credit protection and/or derivative transactions, howsoever described), in each case without the consent of the Borrower.

(h) The New Lender may, in the case of a transfer of rights and/or obligations by the Existing Lender pursuant to paragraph (a) above, if it considers it necessary to make the transfer effective as against the Borrower, arrange for it to be notified to or acknowledged by such Borrower in accordance with article 1324 of the French *Code civil.*

21.3 **Transfer fee**

The New Lender shall, on the date upon which a transfer takes effect, pay to the Agent (for its own account) a fee of €3,000

21.4 **Limitation of responsibility of Existing Lenders**

(a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:

(i) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents, the Transaction Security Documents or any other documents;

(ii) the financial condition of the Borrower;

(iii) the performance and observance by the Borrower of its obligations under the Finance Documents or any other documents; or

(iv) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document,

and any representations or warranties implied by law are excluded.

(b) Each New Lender confirms to the Existing Lender and the other Finance Parties that it:

(i) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of the Borrower and its related entities in connection with its participation in this Agreement and has not relied exclusively on any information provided to it by the Existing Lender or any other Finance Party in connection with any Finance Document or the Transaction Security Documents; and

(ii) will continue to make its own independent appraisal of the creditworthiness of the Borrower and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.

(c) Nothing in any Finance Document obliges an Existing Lender to:

(i) accept a re-transfer from a New Lender of any of the rights and obligations transferred under this Clause 21; or

(ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by the Borrower of its obligations under the Finance Documents or otherwise.

21.5 **Procedure for transfer**

(a) Subject to the conditions set out in Clause 21.2 (*Conditions of transfer*) a transfer of rights and/or obligations is effected as against the Existing Lender, the New Lender, the Agent and the other Finance Parties in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Transfer Agreement delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Transfer Agreement appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Agreement.

(b) The Agent shall only be obliged to execute a Transfer Agreement delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the transfer to such New Lender.

(c) Subject to Clause 21.8 (*Pro rata interest settlement*), as from the Transfer Date:

(i) to the extent that in the Transfer Agreement the Existing Lender seeks to transfer its rights and its obligations under the Finance Documents, the Existing Lender shall be discharged to the extent provided for in the Transfer Agreement from further obligations towards the Borrower and the other Finance Parties under the Finance Documents and the Borrower and the other Finance Parties hereby consent to such discharge in accordance with (as applicable) articles 1216-1 and 1327-2 of the French *Code civil*;

(ii) the rights and/or obligations of the Existing Lender with respect to the Borrower shall be transferred to the New Lender, to the extent provided for in the Transfer Agreement;

(iii) the Agent, the Arrangers, the New Lender and other Lenders shall acquire the same rights and assume the same obligations between themselves as they would have had had the New Lender been an Original Lender with the rights and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Agent, the Arrangers and the Existing Lender shall each be released from further obligations to each other under the Finance Documents; and

(iv) the New Lender shall become a Party as a "Lender".

(d) Any transfer of rights and/or obligations shall entail automatically the transfer of the benefit of the corresponding rights of the Existing Lender to the New Lender under the US Security Agreement and the Transaction security created thereunder.

21.6 **Copy of Transfer Agreement to Borrower**

The Agent shall, as soon as reasonably practicable after it has executed a Transfer Agreement, send to the Borrower a copy of that Transfer Agreement.

21.7 **Security over Lenders' rights**

(a) In addition to the other rights provided to Lenders under this Clause 21, each Lender may without consulting with or obtaining consent from the Borrower, at any time transfer, charge, pledge or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including, without limitation:

(i) any transfer, charge, pledge or other Security to secure obligations to a federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank) including, without limitation, any transfer of rights to a special purpose vehicle where Security over securities issued by such special purpose vehicle is to be created in favour of a federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank); and

(ii) any transfer, charge, pledge or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such transfer, charge, pledge or Security shall:

(A) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant transfer, charge, pledge or Security for the Lender as a party to any of the Finance Documents; or

(B) require any payments to be made by the Borrower other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.

(b) The limitations on transfers by a Lender set out in any Finance Document, in particular in Clause 21.1 (*Transfers by the Lenders*), Clause 21.2 (*Conditions of transfer*) and Clause 21.3 (*Transfer fee*) shall not apply to the creation of Security pursuant to paragraph (a) above.

(c) The limitations and provisions referred to in paragraph (b) above shall further not apply to any transfer of rights under the Finance Documents or of the securities issued by the special purpose vehicle, made by a federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank) to a third party in connection with the enforcement of Security created pursuant to paragraph (a) above.

21.8 **Pro rata interest settlement**

(a) If the Agent has notified the Lenders that it is able to distribute interest payments on a "pro rata basis" to Existing Lenders and New Lenders then (in respect of any transfer pursuant to Clause 21.5 (*Procedure for transfer*) the Transfer Date of which, in each case, is after the date of such notification and is not on the last day of an Interest Period):

(i) any interest or fees in respect of the relevant participation which are expressed to accrue by reference to the lapse of time shall continue to accrue in favour of the Existing Lender up to but excluding the Transfer Date ("**Accrued Amounts**") and shall become due and payable to the Existing Lender (without further interest accruing on them) on the last day of the current Interest Period (or, if the Interest Period is longer than six Months, on the next of the dates which falls at six Monthly intervals after the first day of that Interest Period); and

(ii) the rights transferred by the Existing Lender will not include the right to the Accrued Amounts so that, for the avoidance of doubt:

(A) when the Accrued Amounts become payable, those Accrued Amounts will be payable for the account of the Existing Lender; and

(B) the amount payable to the New Lender on that date will be the amount which would, but for the application of this Clause 21.8, have been payable to it on that date, but after deduction of the Accrued Amounts.

(b) In this Clause 21.8 references to "Interest Period" shall be construed to include a reference to any other period for accrual of fees.

(c) An Existing Lender which retains the right to the Accrued Amounts pursuant to this Clause 21.8 but which does not have a Commitment shall be deemed not to be a Lender for the purposes of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve any request for a consent, waiver, amendment or other vote of Lenders under the Finance Documents.

22. CHANGES TO THE BORROWER

The Borrower may not transfer any of its rights and/or obligations under the Finance Documents.

SECTION 9

THE FINANCE PARTIES

23. ROLE OF THE AGENT, THE SECURITY AGENT AND THE ARRANGERS

23.1 Appointment of the Agent and the Security Agent

(a) Each of the Arrangers and the Lenders appoints the Agent to act as its agent under and in connection with the Finance Documents.

(b) Each of the Arrangers and the Lenders authorises the Agent to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions.

(c) Each Finance Party (other than the Security Agent):

(i) appoints (as *mandant*) the Security Agent to act as agent (*mandataire*) pursuant to article 1984 of the French *Code Civil* for the purpose of executing any Transaction Security Documents;

(ii) appoints the Security Agent to act as agent for the purpose of executing the US Security Agreement and holding the Transaction Security created thereunder or on behalf of the Finance Parties;

(iii) confirms its approval of the Transaction Security Documents creating or expressed to create Security for its benefit and any Security created or to be created pursuant thereto; and

(iv) irrevocably authorises, empowers and directs the Security Agent (by itself or by such person(s) as it may nominate) on its behalf, to perform the duties and to exercise the rights, powers, authorities and discretions that are specifically delegated to it under or in connection with the Transaction Security Documents, to take any action and exercise any right, power, authority and discretion upon the terms and conditions set out in this Agreement under or in connection with the Transaction Security Documents, in each case together with any other rights, powers, authorities and discretions which are incidental thereto, it being understood that each Finance Party (other than the Security Agent) shall issue special powers of attorney in all cases where the exercise of powers granted under this Agreement requires the issuance of any such special powers of attorney, and the Security Agent accepts such appointment.

(d) The Security Agent shall be and is hereby authorised by each of the Finance Parties to execute on behalf of itself and each Finance Party, following the occurrence of the Discharge Date, releases of all Security granted under the Transaction Security Documents.

(e) Any reference in this Agreement to "security agent" means that the Security Agent is acting as security agent for the Finance Parties on the terms contained in this Agreement.

(f) Each of the Finance Parties authorises the Agent and the Security Agent to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Agent and the Security Agent (as applicable) under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions and to sign each Transaction Security Document (and any ancillary document in connection therewith) expressed to be signed by the Security Agent on its behalf.

23.2 **Enforcement through Security Agent only**

The Finance Parties shall not have any independent power to enforce, or have recourse to, any of the Transaction Security or to exercise any right, power, authority or discretion arising under the Transaction Security Documents except through the Security Agent.

23.3 **Instructions**

(a) The Agent and the Security Agent shall:

(i) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Agent or Security Agent (as applicable) in accordance with any instructions given to it by:

(A) all Lenders if the relevant Finance Document stipulates the matter is an all Lender decision; and

(B) in all other cases, the Majority Lenders; and

(ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (i) above.

(b) The Agent and the Security Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Finance Party or group of Finance Parties, from that Finance Party or group of Finance Parties) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Agent or Security Agent (as applicable) may refrain from acting unless and until it receives any such instructions or clarification that it has requested.

(c) Save in the case of decisions stipulated to be a matter for any other Finance Party or group of Finance Parties under the relevant Finance Document and unless a contrary indication appears in a Finance Document, any instructions given to the Agent or Security Agent (as applicable) by the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties save for the Security Agent.

(d) The Agent or Security Agent (as applicable) may refrain from acting in accordance with any instructions of any Finance Party or group of Finance Parties until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.

(e) In the absence of instructions, the Agent or Security Agent (as applicable) may act (or refrain from acting) as it considers to be in the best interest of the Finance Parties.

(f) Neither the Agent nor the Security Agent is authorised to act on behalf of a Finance Party (without first obtaining that Finance Party's consent) in any legal or arbitration proceeding relating to any Finance Document. This paragraph (f) shall not apply to any legal or arbitration proceedings relating to the perfection, preservation or protection of rights under the Transaction Security Documents or enforcement of the Transaction Security or Transaction Security Documents.

23.4 **Duties of the Agent and the Security Agent**

(a) The duties of the Agent and the Security Agent under the Finance Documents are solely mechanical and administrative in nature.

(b) Subject to paragraph (c) below, the Agent and the Security Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Agent or Security Agent (as applicable) for that Party by any other Party.

(c) Without prejudice to Clause 21.6 (*Copy of Transfer Agreement*), paragraph (b) above shall not apply to any Fee Letter or any Transfer Agreement.

(d) Except where a Finance Document specifically provides otherwise, neither the Agent nor the Security Agent is obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.

(e) If the Agent or the Security Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties.

(f) If the Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Agent, the Arrangers or the Security Agent) under this Agreement it shall promptly notify the other Finance Parties.

(g) Each of the Agent and the Security Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).

23.5 **Role of the Arrangers**

Except as specifically provided in the Finance Documents, the Arrangers have no obligations of any kind to any other Party under or in connection with any Finance Document.

23.6 **No fiduciary duties**

(a) Nothing in any Finance Document constitutes the Agent, the Arrangers and/or the Security Agent as a trustee or fiduciary of any other person.

(b) None of the Agent, the Security Agent or the Arrangers, shall be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account.

23.7 **Business with the Group**

The Agent, the Arrangers or the Security Agent may accept deposits from, lend money to and generally engage in any kind of banking or other business with any member of the Group.

23.8 **Rights and discretions**

(a) Each of the Agent and the Security Agent may:

(i) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised;

(ii) assume that:

(A) any instructions received by it from the Majority Lenders, any Lenders or any group of Lenders are duly given in accordance with the terms of the Finance Documents; and

(B) unless it has received notice of revocation, that those instructions have not been revoked; and

(iii) rely on a certificate from any person:

(A) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or

(B) to the effect that such person approves of any particular dealing, transaction, step, action or thing,

as sufficient evidence that that is the case and, in the case of paragraph (A) above, may assume the truth and accuracy of that certificate.

(b) Each of the Agent and the Security Agent may assume (unless it has received notice to the contrary in its capacity as agent or security agent for the Finance Parties (as applicable)) that:

(i) no Default has occurred (unless it has actual knowledge of a Default arising under Clause 20.1 (*Non-payment*)); and

(ii) any right, power, authority or discretion vested in any Party or any group of Lenders has not been exercised.

(c) Each of the Agent and the Security Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts.

(d) Without prejudice to the generality of paragraph (c) above or paragraph (e) below, the Agent and the Security Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Agent or Security Agent (as applicable) (and so separate from any lawyers instructed by the Lenders) if the Agent or Security Agent (as applicable) in its reasonable opinion deems this to be desirable.

(e) Each of the Agent and the Security Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Agent or by the Security Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying, unless directly caused by its gross negligence or wilful misconduct.

(f) The Agent and the Security Agent may act in relation to the Finance Documents through their officers, employees and agents and the Agent and the Security Agent shall not:

(i) be liable for any error of judgment made by any such person; or

(ii) be bound to supervise, or be in any way responsible for, any loss incurred by reason of misconduct, omission or default on the part of any such person,

unless such error or such loss was directly caused by the Agent's or the Security Agent's (as applicable) gross negligence or wilful misconduct.

(g) Unless a Finance Document expressly provides otherwise the Agent and the Security Agent may disclose to any other Party any information it reasonably believes it has received as agent or security agent under this Agreement.

(h) Without prejudice to the generality of paragraph (g) above, the Agent:

(i) may disclose; and

(ii) on the written request of the Borrower or the Majority Lenders shall, as soon as reasonably practicable, disclose, the identity of a Defaulting Lender to the Borrower and to the other Finance Parties.

(i) Notwithstanding any other provision of any Finance Document to the contrary, none of the Agent, the Arrangers or the Security Agent is obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.

(j) Notwithstanding any provision of any Finance Document to the contrary, neither the Agent nor the Security Agent is obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

23.9 **Responsibility for documentation**

None of the Agent, the Arrangers or the Security Agent is responsible or liable for:

(a) the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the Agent, an Arranger, the Security Agent, the Borrower or any other person in or in connection with any Finance Document or the transactions contemplated in the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or the Transaction Security Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Transaction Security Document; or

(c) any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

23.10 **No duty to monitor**

Neither the Agent nor the Security Agent shall be bound to enquire:

(a) whether or not any Default has occurred;

(b) as to the performance, default or any breach by any Party of its obligations under any Finance Document; or

(c) whether any other event specified in any Finance Document has occurred.

23.11 **Contractual reduction of the French Guarantee**

Upon any repayment of outstanding Loans and/or cancellation of the Available Commitments in accordance with this Agreement, the Security Agent shall, within five (5) Business Days of the Borrower's request, notify the Sponsor by sending a notice in the form of schedule 3 (*Modèle de notification de réduction de la Garantie*) to the French Guarantee, that the maximum guarantee amount under the French Guarantee is reduced to an aggregate amount equal to the Available Commitments plus the outstanding Loans (the "**Principal Amount**") plus 10% of the Principal Amount.

23.12 **Exclusion of liability**

(a) Without limiting paragraph (b) below (and without prejudice to any other provision of any Finance Document excluding or limiting the liability of the Agent or, the Security Agent), none of the Agent or the Security Agent will be liable for:

(i) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Finance Document or the Transaction Security, unless directly caused by its gross negligence or wilful misconduct;

(ii) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document, the Transaction Security or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Finance Document or the Transaction Security; or

(iii) without prejudice to the generality of paragraphs (i) and (ii) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of:

(A) any act, event or circumstance not reasonably within its control; or

(B) the general risks of investment in, or the holding of assets in, any jurisdiction,

including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets (including any Disruption Event); breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.

(b) No Party (other than the Agent or the Security Agent (as applicable)) may take any proceedings against any officer, employee or agent of the Agent or the Security Agent, in respect of any claim it might have against the Agent or the Security Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document or any Transaction Document and any officer, employee or agent of the Agent or the Security Agent may rely on this paragraph (b).

(c) Neither the Agent nor the Security Agent will be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Agent or the Security Agent (as applicable) if the Agent or Security Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent or the Security Agent (as applicable) for that purpose.

(d) Nothing in this Agreement shall oblige the Agent, the Security Agent or the Arrangers to carry out:

(i) any "know your customer" or other checks in relation to any person; or

(ii) any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Finance Party or for any Affiliate of any Finance Party,

on behalf of any Finance Party and each Finance Party confirms to the Agent, the Security Agent and each Arranger that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent, the Security Agent or an Arranger.

(e) Without prejudice to any provision of any Finance Document excluding or limiting the liability of the Agent or the Security Agent, any liability of the Agent or the Security Agent arising under or in connection with any Finance Document or the Transaction Security Documents shall be limited to the amount of actual loss which has been finally judicially determined to have been suffered (as determined by reference to the date of default of the Agent or the Security Agent or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Agent or the Security Agent at any time which increase the amount of that loss. In no event shall the Agent or the Security Agent be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Agent or the Security Agent has been advised of the possibility of such loss or damages.

23.13 **Lenders' indemnity to the Agent and Security Agent**

(a) Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the Agent or the Security Agent, within three Business Days of demand, against any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by the Agent or the Security Agent (otherwise than by reason of the Agent's or the Security Agent's gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to Clause 26.11 (*Disruption to payment systems etc.*) notwithstanding the Agent's or the Security Agent's negligence (excluding gross negligence) or any other category of liability whatsoever but not including any claim based on the fraud of the Agent or the Security Agent in acting as Agent or Security Agent under the Finance Documents (unless the Agent or the Security Agent has been reimbursed by the Borrower pursuant to a Finance Document).

(b) Subject to paragraph (c) below, the Borrower shall immediately on demand reimburse any Lender for any payment that Lender makes to the Agent or the Security Agent pursuant to paragraph (a) above.

(c) Paragraph (b) above shall not apply to the extent that the indemnity payment in respect of which the Lender claims reimbursement relates to a liability of the Agent or the Security Agent to the Borrower.

23.14 **Resignation of the Agent and the Security Agent**

(a) The Agent and the Security Agent may resign and appoint one of their Affiliates acting through an office in the same jurisdiction as their existing office as successor by giving notice to the Lenders and the Borrower.

(b) Alternatively the Agent or the Security Agent may resign by giving 30 days' notice to the Lenders and the Borrower, in which case the Majority Lenders (after consultation with the Borrower) may appoint a successor Agent or Security Agent.

(c) If the Majority Lenders have not appointed a successor Agent or Security Agent in accordance with paragraph (b) above within 20 days after notice of resignation was given, the retiring Agent or Security Agent (as applicable) (after consultation with the Borrower) may appoint a successor Agent or Security Agent (as applicable) (acting through an office in the same jurisdiction as the retiring Agent or Security Agent (as applicable)).

(d) If the Agent or Security Agent (as applicable) wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent and the Agent or Security Agent (as applicable) is entitled to appoint a successor Agent or Security Agent (as applicable) under paragraph (c) above, the Agent or Security Agent (as applicable) may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Agent or Security Agent to become a party to this Agreement as Agent or Security Agent (as applicable)) agree with the Borrower and the proposed successor Agent amendments to this Clause 23 and any other term of this Agreement dealing with the rights or obligations of the Agent or Security Agent (as applicable) consistent with then current market practice and those amendments will bind the Parties.

(e) The retiring Agent or Security Agent (as applicable) shall, at its own cost, make available to the successor Agent or Security Agent (as applicable) such documents and records and provide such assistance as the successor Agent or Security Agent may reasonably request for the purposes of performing its functions as Agent or Security Agent (as applicable) under the Finance Documents.

(f) The Agent's or Security Agent's (as applicable) resignation notice shall only take effect upon the appointment of a successor.

(g) Upon the appointment of a successor, the retiring Agent or Security Agent (as applicable) shall be discharged from any further obligation in respect of the Finance Documents (other than their respective obligations under paragraph (e) above) but shall remain entitled to the benefit of Clause 14.3 (*Indemnity to the Agent*) or Clause 14.4 (*Indemnity to the Security Agent*) (as applicable) and this Clause 23 (and any agency or security agency fees for the account of the retiring Agent or retiring Security Agent, as applicable, shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

(h) The Agent shall resign in accordance with paragraph (b) above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to paragraph (c) above) if on or after the date which is three months before the earliest FATCA Application Date relating to any payment to the Agent under the Finance Documents, either:

(i) the Agent fails to respond to a request under Clause 12.7 (*FATCA information*) and the Borrower or a Lender reasonably believes that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

(ii) the information supplied by the Agent pursuant to Clause 12.7 (*FATCA information*) indicates that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or

(iii) the Agent notifies the Borrower and the Lenders that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

and (in each case) a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Agent were a FATCA Exempt Party, and that Lender, by notice to the Agent, requires it to resign.

23.15 **Replacement of the Agent**

(a) After consultation with the Borrower, the Majority Lenders may, by giving 30 days' notice to the Agent (or, at any time the Agent is an Impaired Agent, by giving any shorter notice determined by the Majority Lenders) replace the Agent by appointing a successor Agent (acting through an office in the same jurisdiction as the retiring Agent).

(b) The retiring Agent shall (at its own cost if it is an Impaired Agent and otherwise at the expense of the Lenders) make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.

(c) The appointment of the successor Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring Agent. As from this date, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (b) above) but shall remain entitled to the benefit of Clause 14.3 (*Indemnity to the Agent*) and this Clause 23 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date).

(d) Any successor Agent and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

23.16 **Confidentiality**

(a) In acting as agent or security agent for the Finance Parties, the Agent or Security Agent (as applicable) shall be regarded as acting through its agency division which shall be treated as a separate entity from any other of its divisions or departments.

(b) If information is received by another division or department of the Agent or Security Agent, it may be treated as confidential to that division or department and the Agent or Security Agent (as applicable) shall not be deemed to have notice of it.

(c) Each Finance Party shall supply the Security Agent with any information that the Security Agent may reasonably specify as being necessary or desirable to enable the Security Agent to perform its functions as Security Agent.

23.17 **Relationship with the Lenders**

(a) Subject to Clause 21.8 (*Pro rata interest settlement*), the Agent may treat the person shown in its records as Lender at the opening of business (in the place of the Agent's principal office as notified to the Finance Parties from time to time) as the Lender acting through its Facility Office:

(i) entitled to or liable for any payment due under any Finance Document on that day; and

(ii) entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,

unless it has received not less than five Business Days' prior notice from that Lender to the contrary in accordance with the terms of this Agreement.

(b) Any Lender may by notice to the Agent appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender under the Finance Documents. Such notice shall contain the address and email address and/or any other information required to enable the transmission of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, email address (or such other information), department and officer by that Lender for the purposes of Clause 28.2 (*Addresses*) and the Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender.

23.18 **Credit appraisal by the Lenders**

Without affecting the responsibility of the Borrower for information supplied by it or on its behalf in connection with any Finance Document, each Lender confirms to the Agent, the Arrangers and the Security Agent that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:

(a) the financial condition, status and nature of the Borrower;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document, the Transaction Security and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Transaction Security;

(c) whether that Lender has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document, the Transaction Security, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Transaction Security;

(d) the adequacy, accuracy or completeness of any information provided by the Agent, any Party or by any other person under or in connection with any Finance Document, the transactions contemplated by any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; and

(e) the right or title of any person in or to, or the value or sufficiency of any part of the Pledged Shares, the priority of any of the Transaction Security or the existence of any Security affecting the Pledged Shares.

23.19 **Deduction from amounts payable by the Agent or Security Agent**

If any Party owes an amount to the Agent or the Security Agent under the Finance Documents the Agent or the Security Agent (as the case may be) may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Agent or the Security Agent (as the case may be) would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

23.20 **No responsibility to perfect Transaction Security**

The Security Agent shall not be liable for any failure to:

(a) require the deposit with it of any agreement or document certifying, representing or constituting the title of the Borrower to any of the Pledged Shares;

(b) obtain any licence, consent or other authority for the execution, delivery, legality, validity, enforceability or admissibility in evidence of any Finance Document or the Transaction Security;

(c) register, file or record or otherwise protect any of the Transaction Security (or the priority of any of the Transaction Security) under applicable laws in any jurisdiction or to give notice to any person of the execution of any Finance Document or of the Transaction Security;

(d) take, or to require the Borrower to take, any step to perfect its title to any of the Pledged Shares or to render the Transaction Security effective or to secure the creation of any ancillary Security under the laws of any jurisdiction; or

(e) require any further assurance in relation to any Transaction Security Document.

23.21 **Insurance by Security Agent**

The Security Agent shall not be obliged:

(a) to insure any of the Pledged Shares;

(b) to require any other person to maintain any insurance; or

(c) to verify any obligation to arrange or maintain insurance contained in any Finance Document,

and the Security Agent shall not be liable for any damages, costs or losses to any person as a result of the lack of, or inadequacy of, any such insurance.

23.22 **Delegation by the Security Agent**

(a) The Security Agent may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion vested in it in its capacity as such.

(b) That delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent may, in its discretion, think fit in the interests of the Finance Parties.

(c) The Security Agent shall not be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

23.23 **Acceptance of title**

The Security Agent shall be entitled to accept without enquiry, and shall not be obliged to investigate, any right and title that the Borrower may have to any of the Pledged Shares and shall not be liable for, or bound to require the Borrower to remedy, any defect in its right or title.

24. CONDUCT OF BUSINESS BY THE FINANCE PARTIES

24.1 No provision of this Agreement will:

(a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;

(b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or

(c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

24.2 Any Lender is entitled to exercise any of its rights and discretion under the Finance Documents through any agent (including any entity appointed to act as servicer on its behalf).

25. SHARING AMONG THE FINANCE PARTIES

25.1 **Payments to Finance Parties**

If a Finance Party (a "**Recovering Finance Party**") receives or recovers any amount from the Borrower other than in accordance with Clause 26 (*Payment mechanics*) (a "**Recovered Amount**") and applies that amount to a payment due under the Finance Documents then:

(a) the Recovering Finance Party shall, within three Business Days, notify details of the receipt or recovery, to the Agent;

(b) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with Clause 26 (*Payment mechanics*), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and

(c) the Recovering Finance Party shall, within three Business Days of demand by the Agent, pay to the Agent an amount (the "**Sharing Payment**") equal to such receipt or recovery less any amount which the Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with Clause 26.6 (*Partial payments*).

25.2 **Redistribution of payments**

The Agent shall treat the Sharing Payment as if it had been paid by the Borrower and distribute it between the Finance Parties (other than the Recovering Finance Party) (the "**Sharing Finance Parties**") in accordance with Clause 26.6 (*Partial payments*) towards the obligations of the Borrower to the Sharing Finance Parties.

25.3 **Recovering Finance Party's rights**

On a distribution by the Agent under 25.2 (*Redistribution of payments*) of a payment received by a Recovering Finance Party from the Borrower, as between the Borrower and the Recovering Finance Party, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by the Borrower to the Recovering Finance Party.

25.4 **Reversal of redistribution**

If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

(a) each Sharing Finance Party shall, upon request of the Agent, pay to the Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the "**Redistributed Amount**"); and

(b) as between the Borrower and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by the Borrower to the relevant Sharing Finance Party.

25.5 **Reversal of redistribution**

If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

(a) each Sharing Finance Party shall, upon request of the Agent, pay to the Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the "**Redistributed Amount**"); and

(b) as between the Borrower and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by the Borrower.

25.6 **Exceptions**

(a) This Clause 25 shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this Clause, have a valid and enforceable claim against the Borrower.

(b) A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:

(i) it notified the other Finance Party of the legal or arbitration proceedings; and

(ii) the other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

SECTION 10

ADMINISTRATION

26. PAYMENT MECHANICS

26.1 Payments to the Agent

(a) On each date on which the Borrower or a Lender is required to make a payment under a Finance Document, the Borrower or that Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

(b) Payment shall be made to such account in the principal financial centre of the country of that currency (or, in relation to euro, in the principal financial centre in such Participating Member State, as specified by the Agent) and with such bank as the Agent, in each case, specifies.

26.2 Distributions by the Agent

Each payment received by the Agent under the Finance Documents for another Party shall, subject to Clause 26.3 (*Distributions to the Borrower*) and Clause 26.4 (*Clawback*), be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five Business Days' notice with a bank specified by that Party in the principal financial centre of the country of that currency (or, in relation to euro, in the principal financial centre of a Participating Member State).

26.3 Distributions to the Borrower

The Agent may (with the consent of the Borrower or in accordance with Clause 27 (*Set-off*)) apply any amount received by it for the Borrower in or towards payment (on the date and in the currency and funds of receipt) of any amount due from the Borrower under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

26.4 Clawback

(a) Where a sum is to be paid to the Agent under the Finance Documents for another Party, the Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.

(b) If the Agent pays an amount to another Party and it proves to be the case that the Agent had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Agent shall on demand refund the same to the Agent together with interest on that amount from the date of payment to the date of receipt by the Agent, calculated by the Agent to reflect its cost of funds.

26.5 Impaired Agent

(a) If, at any time, the Agent becomes an Impaired Agent, the Borrower or a Lender which is required to make a payment under the Finance Documents to the Agent in accordance with Clause 26.1 (*Payments to the Agent*) may instead pay that amount direct to the required recipient(s). Such payments must be made on the due date for payment under the Finance Documents.

(b) A Party which has made a payment in accordance with this Clause 26.5 shall be discharged of the relevant payment obligation under the Finance Documents.

26.6 **Partial payments**

(a) If the Agent receives a payment for application against amounts due in respect of any Finance Documents that is insufficient to discharge all the amounts then due and payable by the Borrower under those Finance Documents, the Agent shall apply that payment towards the obligations of the Borrower under the Finance Documents in the following order:

(i) **first**, in or towards payment *pro rata* of any unpaid amount owing to the Agent or the Security Agent under the Finance Documents;

(ii) **secondly**, in or towards payment *pro rata* of any accrued interest, fee or commission due but unpaid under the Finance Documents;

(iii) **thirdly**, in or towards payment *pro rata* of any principal due but unpaid under the Finance Documents; and

(iv) **fourthly**, in or towards payment *pro rata* of any other sum due but unpaid under the Finance Documents.

(b) The Agent shall, if so directed by the Majority Lenders, vary the order set out in paragraphs (a)(ii) to (a)(iv) above.

(c) Paragraphs (a) and (b) above will override any appropriation made by the Borrower.

26.7 **No set-off by the Borrower**

All payments to be made by the Borrower under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

26.8 **Business Days**

(a) Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

(b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

26.9 **Currency of account**

(a) Subject to paragraphs (b) to (e) below, euro is the currency of account and payment for any sum due from the Borrower under any Finance Document.

(b) A repayment of a Utilisation or Unpaid Sum or a part of a Utilisation or Unpaid Sum shall be made in the currency in which that Utilisation or Unpaid Sum is denominated, pursuant to this Agreement, on its due date.

(c) Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated, pursuant to this Agreement, when that interest accrued.

(d) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.

(e) Any amount expressed to be payable in a currency other than euro shall be paid in that other currency.

26.10 **Change of currency**

(a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

(i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Borrower); and

(ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).

(b) If a change in any currency of a country occurs, this Agreement will, to the extent the Agent (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Market and otherwise to reflect the change in currency.

26.11 **Disruption to payment systems etc.**

If either the Agent determines (in its discretion) that a Disruption Event has occurred or the Agent is notified by the Borrower that a Disruption Event has occurred:

(a) the Agent may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of the Facility as the Agent may deem necessary in the circumstances;

(b) the Agent shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;

(c) the Agent may consult with the Finance Parties in relation to any changes mentioned in paragraph (a) above but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;

(d) any such changes agreed upon by the Agent and the Borrower shall (whether or not it is finally determined that a Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents notwithstanding the provisions of Clause 32 (*Amendments and waivers*);

(e) the Agent shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this Clause 26.11; and

(f) the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

27. **SET-OFF**

A Finance Party may set off any matured obligation due from the Borrower under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to the Borrower, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

28. **NOTICES**

28.1 **Communications in writing**

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by electronic mail or letter.

28.2 **Addresses**

The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

(a) in the case of the Borrower, that identified with its name below;

(b) in the case of each Lender, that notified in writing to the Agent on or prior to the date on which it becomes a Party; and

(c) in the case of the Agent or the Security Agent, that identified with its name below,

or any substitute address, email address or department or officer as the Party may notify to the Agent (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than five Business Days' notice.

28.3 **Delivery**

(a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:

(i) if by way of email, when sent; or

(ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 28.2 (*Addresses*), if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Agent or the Security Agent will be effective only when actually received by the Agent or Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Agent's or Security Agent's signature below (or any substitute department or officer as the Agent or Security Agent shall specify for this purpose).

(c) All notices from or to the Borrower shall be sent through the Agent.

(d) Any communication or document which becomes effective, in accordance with paragraphs (a) to (d) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

28.4 **Notification of address and email address**

Promptly upon changing its address or email address, the Agent shall notify the other Parties.

28.5 **Communication when Agent is Impaired Agent**

If the Agent is an Impaired Agent the Parties may, instead of communicating with each other through the Agent, communicate with each other directly and (while the Agent is an Impaired Agent) all the provisions of the Finance Documents which require communications to be made or notices to be given to or by the Agent shall be varied so that communications may be made and notices given to or by the relevant Parties directly. This provision shall not operate after a replacement Agent has been appointed.

28.6 **English language**

(a) Any notice given under or in connection with any Finance Document must be in English.

(b) All other documents provided under or in connection with any Finance Document must be:

(i) in French or English; or

(ii) if not in French or English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

29. CALCULATIONS AND CERTIFICATES

29.1 **Accounts**

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are *prima facie* evidence of the matters to which they relate.

29.2 **Certificates and determinations**

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

29.3 **Day count convention and interest calculation**

(a) Any interest, commission or fee accruing under a Finance Document will accrue from day to day and the amount of any such interest, commission or fee is calculated:

(i) on the basis of the actual number of days elapsed and a year of 360 days (or, in any case where the practice in the Relevant Market differs, in accordance with that market practice); and

(ii) subject to paragraph (b) below, without rounding.

(b) The aggregate amount of any accrued interest, commission or fee which is, or becomes, payable by the Borrower under a Finance Document shall be rounded to 2 decimal places

30. PARTIAL INVALIDITY

If, at any time, any provision of a Finance Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

31. REMEDIES, WAIVERS AND HARDSHIP

31.1 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any Finance Document. No waiver or election to affirm any Finance Document on the part of any Finance Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and, subject to Clause 31.2 (*No hardship*) below, not exclusive of any rights or remedies provided by law.

31.2 No hardship

Each Party hereby acknowledges that the provisions of article 1195 of the French*Code civil* shall not apply to it with respect to its obligations under the Finance Documents and that it shall not be entitled to make any claim under article 1195 of the French *Code civil.*

32. AMENDMENTS AND WAIVERS

32.1 Required consents

(a) Subject to paragraph (b) below, Clause 32.2 (*All Lender matters*) and Clause 32.3 (*Other exceptions*), any term of the Finance Documents may be amended or waived only with the consent of the Majority Lenders and the Borrower and any such amendment or waiver will be binding on all Parties.

(b) An amendment or waiver which relates to any provision or term of the French Guarantee (including the nature or scope of the French Guarantee) shall not be effected without the consent of the Sponsor and the Lenders.

(c) The Agent may effect, on behalf of any Finance Party, any amendment or waiver permitted by this Clause 32.

32.2 All Lender matters

Subject to Clause 32.4 (*Changes to Screen Rate*), an amendment, waiver or (in the case of a Transaction Security Document) a consent of, or in relation to, any term of any Finance Document that has the effect of changing or which relates to:

(a) the definitions of "Change of Control", "Majority Lenders", "Certain Funds Loan", "Certain Funds Period", "Major Representation" or "Major Default" in Clause 1.1 (*Definitions*);

(b) an extension to the date of payment of any amount under the Finance;

(c) a reduction in the Margin or a reduction in the amount of any payment of principal, interest, fees or commission payable;

(d) a change in currency of payment of any amount under the Finance Documents;

(e) an increase in any Commitment or the Total Commitments, an extension of the Availability Period or any requirement that a cancellation of Commitments reduces the Commitments of the Lenders rateably under the relevant Facility;

(f) a change to the Borrower or the Sponsor;

(g) a nature or scope of a Transaction Security;

(h) any provision which expressly requires the consent of all the Lenders;

Clause 2.2 (*Finance Parties' rights and obligations*), Clause 5.1 (*Delivery of a Utilisation Request*), Clause 7.1 (*Illegality*), Clause 7.6 (*Mandatory cancellation and prepayment – No Delisting*), Clause 7.7 (*Mandatory prepayment – Target Shares Disposal Proceeds*), Clause 7.8 (*Mandatory prepayment – Distribution Proceeds*), Clause 7.9 (*Mandatory prepayment – Increased Amounts*), Clause 7.10 (*Mandatory cancellation and prepayment – Disposal of shares resulting in a reduction of the shareholding of the Sponsor in the Borrower*), Clause 7.11 (*Mandatory cancellation and prepayment – Shareholding Dilution*) and Clause 7.12 (*Mandatory prepayment – Sponsor's Assets Disposal Proceeds*), Clause 7.14 (*Application of prepayments*), Clause 21 (*Changes to the Lenders*), Clause 25 (*Sharing among the Finance Parties*), this Clause 32, Clause 38 (*Governing law*) or Clause 39 (*Jurisdiction*); or

(i) the definition of "Sanctions" or "Sanctioned Person" in Clause 1.1 (*Definitions*), or Clause 17.21 (*Sanctions*) or Clause 19.11 (*Sanctions*),

shall not be made, or given, without the prior consent of all the Lenders.

32.3 **Other exceptions**

An amendment or waiver which relates to the rights or obligations of the Agent, an Arranger and the Security Agent (each in their capacity as such) may not be effected without the consent of the Agent, that Arranger and the Security Agent, as the case may be.

32.4 **Changes to Screen Rate**

(a) Subject to Clause 32.3 (*Other exceptions*), if a Screen Rate Replacement Event has occurred for euro, any amendment or waiver which relates to:

(i) providing for the use of a Replacement Reference Rate in relation to euro in place of that Screen Rate; and

(ii)

(A) aligning any provision of any Finance Document to the use of that Replacement Benchmark;

(B) enabling that Replacement Benchmark to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Benchmark to be used for the purposes of this Agreement);

(C) implementing market conventions applicable to that Replacement Benchmark;

(D) providing for appropriate fallback (and market disruption) provisions for that Replacement Benchmark; or

(E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Benchmark (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders) and the Borrower.

(b) In this Clause 32.4:

"**Screen Rate Replacement Event**" means, in relation to a Screen Rate:

(i) the methodology, formula or other means of determining that Screen Rate has, in the opinion of the Majority Lenders and the Borrower, materially changed;

(ii)

(A)

1. the administrator of that Screen Rate or its supervisor publicly announces that such administrator is insolvent; or

2. information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Screen Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide that Screen Rate;

(B) the administrator of that Screen Rate publicly announces that it has ceased, or will cease to provide that Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Screen Rate;

(C) the supervisor of the administrator of that Screen Rate publicly announces that such Screen Rate has been or will be permanently or indefinitely discontinued;

(D) the administrator of that Screen Rate or its supervisor announces that that Screen Rate may no longer be used; or

(E) the supervisor of the administrator of that Screen Rate makes a public announcement or publishes information stating that that Screen Rate for that Quoted Tenor is no longer, or as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); or

(iii) the administrator of that Screen Rate determines that that Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:

(A) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Majority Lenders and the Borrower) temporary; or

(B) that Screen Rate is calculated in accordance with any such policy or arrangement for a period no less than 30 days; or

(iv) in the opinion of the Majority Lenders and the Borrower, that Screen Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

"**Quoted Tenor**" means, in relation to a Screen Rate, any period for which that rate is customarily published.

"**Relevant Nominating Body**" means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

"**Replacement Benchmark**" means a benchmark rate which is:

(i) formally designated, nominated or recommended as the replacement for a Screen Rate by:

(A) the administrator of that Screen Rate (**provided that** the market or the economic reality that such reference rate measures is the same as that measured by that Screen Rate); or

(B) any Relevant Nominating Body,

(ii) and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Benchmark" will be the replacement under paragraph (B) above;

(iii) in the opinion of the Majority Lenders and the Borrower, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to a Screen Rate; or

(iv) in the opinion of the Majority Lenders and the Borrower, an appropriate successor to a Screen Rate.

32.5 **Replacement of Lender**

(a) If the Borrower becomes obliged to repay any amount in accordance with Clause 7.1 (*Illegality*) or to pay additional amounts pursuant to Clause 13 (*Increased Costs*), Clause 12.2 (*Tax gross-up*) or Clause 12.3 (*Tax indemnity*) to any Lender, then the Borrower may, on 10 Business Days' prior written notice to the Agent and such Lender, replace such Lender by requiring such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 21 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement to an Eligible Institution which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (a "**Replacement Lender**, which confirms its willingness to assume and does assume all the obligations of the transferring Lender in accordance with Clause 21 (*Changes to the Lenders*) for a purchase price in cash payable at the time of transfer in an amount equal to the outstanding principal amount of such Lender's participation in the outstanding Utilisations and all accrued interest (to the extent that the Agent has not given a notification under Clause 21.8 (*Pro rata interest settlement*)), Break Costs and other amounts payable in relation thereto under the Finance Documents. If a Lender is required to transfer rights and obligations pursuant to this Clause 32.5 but fails to do so within 3 Business Days of being required to do so that Lender's Commitment and/or participation shall not be included for the purpose of calculating the Total Commitments or participations under the relevant Facility when ascertaining whether any relevant percentage (including, for the avoidance of doubt, unanimity) of Total Commitments and/or participations has been obtained in respect of a request for a consent, waiver, amendment of or in relation to any of the terms of any Finance Documents or other vote of Lenders under the terms of this Agreement.

(b) The replacement of a Lender pursuant to this Clause 32.5 shall be subject to the following conditions:

(i) the Borrower shall have no right to replace the Agent or Security Agent;

(ii) neither the Agent nor the Lender shall have any obligation to the Borrower to find a Replacement Lender;

(iii) in no event shall the Lender replaced under this Clause 32.5 be required to pay or surrender to such Replacement Lender any of the fees received by such Lender pursuant to the Finance Documents; and

(iv) the Lender shall only be obliged to transfer its rights and obligations pursuant to paragraph (a) above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that transfer.

(c) A Lender shall perform the checks described in paragraph (b)(iv) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (a) above and shall notify the Agent and the Borrower when it is satisfied that it has complied with those checks.

32.6 **Disenfranchisement of Defaulting Lenders**

(a) For so long as a Defaulting Lender has any Available Commitment, in ascertaining:

(i) the Majority Lenders; or

(ii) whether:

(A) any given percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments under the Facility; or

(B) the agreement of any specified group of Lenders,

has been obtained to approve any request for a consent, waiver, amendment or other vote of Lenders under the Finance Documents,

that Defaulting Lender's Commitments under the Facility will be reduced by the amount of its Available Commitments under the Facility and, to the extent that that reduction results in that Defaulting Lender's Total Commitments being zero, that Defaulting Lender shall be deemed not to be a Lender for the purposes of paragraphs (i) and (ii) above.

(b) For the purposes of this Clause 32.6, the Agent may assume that the following Lenders are Defaulting Lenders:

(i) any Lender which has notified the Agent that it has become a Defaulting Lender; and

(ii) any Lender in relation to which it is aware that any of the events or circumstances referred to in paragraphs (a) or (b) of the definition of "Defaulting Lender" has occurred,

unless it has received notice to the contrary from the Lender concerned (together with any supporting evidence reasonably requested by the Agent) or the Agent is otherwise aware that the Lender has ceased to be a Defaulting Lender.

32.7 **Replacement of a Defaulting Lender**

(a) Subject to any applicable laws and in particular all laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratorium, administration and other laws or regulations generally affecting the rights of the creditors, the Borrower may, at any time a Lender has become and continues to be a Defaulting Lender, by giving 10 Business Days' prior written notice to the Agent and such Lender:

(i) replace such Lender by requiring such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 21 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement;

(ii) require such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 21 (*Changes to the Lenders*) all (and not part only) of the undrawn Commitment of the Lender; or

(iii) require such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 21 (*Changes to the Lenders*) all (and not part only) of its rights and obligations in respect of the Facility,

to an Eligible Institution which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (a "**Replacement Lender**"), and which confirms its willingness to assume and does assume all the obligations, or all the relevant obligations, of the transferring Lender in accordance with Clause 21 (*Changes to the Lenders*) for a purchase price in cash payable at the time of transfer in an amount equal to the outstanding principal amount of such Lender's participation in the outstanding Utilisations and all accrued interest (to the extent that the Agent has not given a notification under Clause 21.8 (*Pro rata interest settlement*)), Break Costs and other amounts payable in relation thereto under the Finance Documents.

(b) Any transfer of rights and obligations of a Defaulting Lender pursuant to this Clause 32.7 shall be subject to the following conditions:

(i) the Borrower shall have no right to replace the Agent or Security Agent;

(ii) neither the Agent nor the Defaulting Lender shall have any obligation to the Borrower to find a Replacement Lender;

(iii) the transfer must take place no later than 60 days after the notice referred to in paragraph (a) above;

(iv) in no event shall the Defaulting Lender be required to pay or surrender to the Replacement Lender any of the fees received by the Defaulting Lender pursuant to the Finance Documents; and

(v) the Defaulting Lender shall only be obliged to transfer its rights and obligations pursuant to paragraph (a) above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that transfer to the Replacement Lender.

(c) The Defaulting Lender shall perform the checks described in paragraph (b)(v) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (a) above and shall notify the Agent and the Borrower when it is satisfied that it has complied with those checks.

33. CONFIDENTIAL INFORMATION

33.1 Confidentiality

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 33.2 (*Disclosure of Confidential Information*) and Clause 33.3 (*Disclosure to numbering service providers*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

33.2 Disclosure of Confidential Information

Without prejudice to article L. 511-33 of the French *Code monétaire et financier*, any Finance Party may disclose:

(a) to any of its Affiliates and Related Funds and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Confidential Information as that Finance Party shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(b) to any person:

(i) to (or through) whom it transfers (or may potentially transfer) all or any of its rights and/or obligations under one or more Finance Documents or which succeeds (or which may potentially succeed) it as Agent or Security Agent and, in each case, to any of that person's Affiliates, Related Funds, Representatives and professional advisers;

(ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, anysub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or the Borrower and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;

(iii) appointed by any Finance Party or by a person to whom paragraph (b)(i) or (b)(ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf (including, without limitation, any person appointed under paragraph (b) of Clause 23.16 (*Relationship with the Lenders*));

(iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraph (b)(i) or (b)(ii) above;

(v) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;

(vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;

(vii) to whom or for whose benefit that Finance Party transfers, charges, pledges or otherwise creates Security (or may do so) pursuant to Clause 21.7 (*Security over Lenders' rights*) including to a federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank) to (or through) whom it creates Security pursuant to Clause 21.7 (*Security over Lenders' rights*) and any federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank) may disclose such Confidential Information to a third party to whom it transfers (or may potentially transfer) rights under the Finance Documents or the securities issued by the special purpose vehicle in connection with the enforcement of such Security;

(viii) who is a Party;

(ix) to (or through) whom it transfers, or may transfer, any Shares following an enforcement of the Transaction Security expressed to be created by the Transaction Security Documents;

(x) following the occurrence of an Event of Default; or

(xi) with the consent of the Borrower;

in each case, such Confidential Information as that Finance Party shall consider appropriate if:

(A) in relation to paragraphs (b)(i), (b)(ii) and (b)(iii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;

(B) in relation to paragraph (b)(iv) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information; and

(C) in relation to paragraphs (b)(v), (b)(vi) and (b)(vii) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances; and

(c) to any person appointed by that Finance Party or by a person to whom paragraph (b)(i) or (b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (c) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the relevant Finance Party.

33.3 **Disclosure to numbering service providers**

(a) Any Finance Party may, without prejudice to the provisions of articleL.511-33 of the French *Code monétaire et financier*, disclose to any national or international numbering service provider appointed by that Finance Party to provide identification numbering services in respect of this Agreement, the Facility and/or the Borrower the following information:

(i) name of the Borrower ;

(ii) country of domicile of the Borrower ;

(iii) place of incorporation of the Borrower ;

(iv) date of this Agreement;

(v) Clause 38 (*Governing law*);

(vi) the names of the Agent, the Security Agent and the Arrangers;

(vii) date of each amendment and restatement of this Agreement;

(viii) amount of the Total Commitments;

(ix) currency of the Facility;

(x) type of the Facility;

(xi) ranking of the Facility;

(xii) Termination Date for the Facility;

(xiii) changes to any of the information previously supplied pursuant to paragraphs (i) to (xii) above; and

(xiv) such other information agreed between such Finance Party and the Borrower,

to enable such numbering service provider to provide its usual syndicated loan numbering identification services.

(b) The Parties acknowledge and agree that each identification number assigned to this Agreement, the Facility and/or the Borrower by a numbering service provider and the information associated with each such number may be disclosed to users of its services in accordance with the standard terms and conditions of that numbering service provider.

(c) The Borrower represents that to the best of its knowledge and belief none of the information set out in paragraphs (i) to (xii)(xiv) of paragraph (a) above is, nor will at any time be, unpublished price-sensitive information.

(d) A Finance Party may only appoint a numbering service provider from the list of providers set out in Schedule 6 (*List of approved numbering service providers*) or any successors in title or transferee of the numbering service provision business of such a person (each, an "**Approved Numbering Service Provider**").

(e) If a Finance Party wishes to appoint any numbering service provider which is not an Approved Numbering Service Provider, it shall notify the Agent of such wish and the Agent shall then notify the Borrower thereof.

(f) The consent of the Borrower is required to the appointment of any numbering service provider which is not an Approved Numbering Service Provider, provided the consent of the Borrower shall not be unreasonably withheld or delayed following notification.

33.4 **Entire agreement**

Without prejudice to the provisions of article L.511-33 of the French *Code monétaire et financier*, this Clause 33 constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

33.5 **Inside information**

Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

33.6 **Notification of disclosure**

Each of the Finance Parties agrees (to the extent permitted by law and regulation) to inform the Borrower:

(a) of the circumstances of any disclosure of Confidential Information made by it pursuant to paragraph (b)(v) of Clause 33.2 (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and

(b) upon becoming aware that Confidential Information has been disclosed in breach of this Clause 33.

33.7 **Continuing obligations**

The obligations in this Clause 33 are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of twelve months from the earlier of:

(a) the date on which all amounts payable by the Borrower under or in connection with the Finance Documents have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and

(b) the date on which such Finance Party otherwise ceases to be a Finance Party.

34. **ADDITIONNAL DISCLOSURE PERMISSION**

Nothing in any Finance Document shall prevent disclosure of any Confidential Information or other matter to the extent that preventing that disclosure would otherwise cause any transaction contemplated by the Finance Documents or any transaction carried out in connection with any transaction contemplated by the Finance Documents to become an arrangement described in Part II A 1 of Annex IV of DAC6.

35. **CONFIDENTIALITY OF FUNDING RATES**

35.1 **Confidentiality and disclosure**

(a) The Agent and the Borrower agree to keep each Funding Rate confidential and not to disclose it to anyone, save to the extent permitted by paragraphs (b) and (c) below.

(b) The Agent may disclose without prejudice to the provisions of articleL.511-33 of the French *Code monétaire et financier*:

(i) any Funding Rate to the Borrower pursuant to Clause 8.4 (*Notifications*); and

(ii) any Funding Rate to any person appointed by it to provide administration services in respect of one or more of the Finance Documents to the extent necessary to enable such service provider to provide those services if the service provider to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Agent and the relevant Lender.

(c) The Agent and the Borrower may disclose any Funding Rate to:

(i) any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives if any person to whom that Funding Rate is to be given pursuant to this paragraph (i) is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or is otherwise bound by requirements of confidentiality in relation to it;

(ii) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the Borrower, as the case may be, it is not practicable to do so in the circumstances;

(iii) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the Borrower, as the case may be, it is not practicable to do so in the circumstances; and

(iv) any person with the consent of the relevant Lender.

35.2 **Related obligations**

(a) The Agent and the Borrower acknowledge that each Funding Rate is or may be price-sensitive information and that its use may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Agent and the Borrower undertake not to use any Funding Rate for any unlawful purpose.

(b) The Agent and the Borrower agree (to the extent permitted by law and regulation) to inform the relevant Lender:

(i) of the circumstances of any disclosure made pursuant to paragraph (c)(ii) of Clause 35.1 (*Confidentiality and disclosure*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and

(ii) upon becoming aware that any information has been disclosed in breach of this Clause 34.

35.3 **No Event of Default**

No Event of Default will occur under Clause 20.3 (*Other obligations*) by reason only of the Borrower failure to comply with this Clause 34.

36. **GENERAL DATA PROTECTION REGULATION**

(a) The Finance Parties undertake to comply with their obligations under the applicable laws and regulations to the processing of personal data, in particular, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and the French law n° 78-17 of 6 January 1978 (as modified).

(b) The personal data gathered under this Agreement relates to individuals who are in particular the beneficial owners (shareholders, partners, beneficial owners, etc.), the legal representatives, the agents including representatives and agents, of the Finance Parties. The data collection and the resulting processing are necessary for the performance of the Agreement, in compliance with the legal and regulatory obligations and the purposes described in the information notice available on the website mentioned below.

(c) The policy of protection of data by the Finance Parties may be consulted on the following internet addresses:

(i) for Natixis: https://home.cib.natixis.com/data-protection;

(ii) for Societe Generale: https://global.societegenerale.com/en/gdpr/; and

(iii) for any New Lender, as the case may be, on the internet addresses set out in the relevant Transfer Agreement.

37. **ELECTRONIC SIGNATURE – EVIDENCE AGREEMENT**

(a) This Agreement is signed by the Parties electronically, in accordance with the first sentence of the second paragraph of article 1367 of the French *Code civil*, by means of an electronic signature creation device provided by DocuSign Inc. (the "**Device**"), and constitutes an act in electronic form in accordance with article 1366 of the French *Code civil.*

(b) The Parties acknowledge that the Device allows each Party to be in possession or have access to a copy of this Agreement in a durable medium, in accordance with article 1375 of the French *Code civil.*

(c) Each Party shall be responsible for keeping an electronically signed copy of this Agreement.

(d) The Parties agree that the electronic signature of this Agreement by means of the Device, whether simple or advanced, shall benefit from the same presumption of reliability as is the case when a qualified electronic signature within the meaning of the last sentence of the second paragraph of article 1367 of the French *Code civil* is used. Accordingly, if a Party denies the electronic signature made on its behalf, the burden of proof of a misuse of signature before the competent court will exclusively be on such Party in accordance with the principle set forth in article 288-1 of the French *Code de procédure civile.*

(e) Each Party agrees that the provisions of this Clause shall apply *mutatis mutandis* to any other agreement or document executed pursuant to this Agreement if such agreement or document is signed electronically by means of the Device.

SECTION 11

GOVERNING LAW AND ENFORCEMENT

38. GOVERNING LAW

This Agreement is governed by French law.

39. JURISDICTION

The *Tribunal de Commerce de Paris* has exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement).

40. ELECTION OF DOMICILE

Without prejudice to any other mode of service allowed under any relevant law, the Borrower irrevocably elects domicile at Meridiam SAS, 4 place de l'Opéra 75002 Paris, for the purpose of serving any judicial or extra-judicial documents in relation to any action or proceedings referred to above.

THIS AGREEMENT has been entered into on the date stated at the beginning of this Agreement.

SCHEDULE 1
THE ORIGINAL LENDERS

Name of Original Lender	Commitment
Natixis	€ 75,000,000
Societe Generale	€ 75,000,000
Total	€150,000,000

SCHEDULE 2

CONDITIONS PRECEDENT

PART I

CONDITIONS PRECEDENT TO SIGNING OF THE AGREEMENT

1. **Borrower**

(a) A copy of the constitutional documents of the Borrower and anup-to-date extract from the Dutch trade register (*handelsregister*) relating to the Borrower dated no earlier than 5 Business Days prior to the date of this Agreement.

(b) A copy of the constitutional documents (*statuts* or, as applicable, *règlement*) of the Sponsor and its Management Company.

(c) A copy of the letter from the French *Autorité des marchés financiers* dated 2 December 2015 acknowledging the declaration of the Sponsor as a *fonds d'investissement professionnel spécialisé.*

(d) An original of the K-bis extract, non-bankruptcy certificate and *état des inscriptions* of the Management Company, each dated not more than fifteen (15) days prior to the date of this Agreement.

(e) A copy of a resolution of the board of directors/managers (or equivalent body) each of the Borrower and (if required) the Sponsor:

(i) approving the terms of, and the transactions contemplated by, this Agreement, and resolving that it execute the Transaction Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Transaction Documents to which it is a party, on its behalf; and

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Transaction Documents to which it is a party.

(f) If applicable, a copy of a resolution of the board of supervisory directors (if any) and/or the general meeting of the Borrower approving the execution of, and the terms of, and the transactions contemplated by, the Transaction Documents.

(g) A certificate of the Borrower (signed by an authorised signatory) confirming that no works council (*ondernemingsraad*) has been installed with jurisdiction (and the authority to render advice) in respect of the Borrower and/or the transactions contemplated by the Finance Documents.

(h) Evidence that the person(s) who signed the Finance Documents to which it is a party on behalf of the Borrower or (as applicable) the Sponsor was duly authorised to sign.

(i) A specimen of the signature of each person authorised by the resolutions referred to in paragraph (e) above or otherwise authorised to execute the Transaction Documents or any power of attorney referred to in paragraph (h) above.

(j) A certificate of the Borrower (signed by an authorised signatory) confirming that borrowing the Commitment would not cause any borrowing or similar limit binding on the Borrower to be exceeded.

(k) A certificate of an authorised signatory of the Borrower certifying that each copy document relating to it specified in this Part I of Schedule 2 is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.

2. **Acquisition Documents**

An agreed form draft of the Transaction Framework Agreement.

3. **Finance Documents**

(a) A copy of each executed Fee Letter.

(b) A copy of a TEG Letter duly executed by the Borrower and the Agent.

4. **Legal opinions**

The following legal opinions:

(a) A legal opinion of Linklaters LLP, legal advisers to the Arrangers and the Agent as to French law, in relation to the validity and enforceability of this Agreement.

(b) A legal opinion of Linklaters LLP, legal advisers to the Arrangers and the Agent, in relation to the existence, capacity and authorisations of the Borrower to enter into this Agreement.

5. **Other documents and evidence**

(a) The Original Financial Statements.

(b) The financial statements of the Sponsor for the period ending on 31 December 2023.

(c) Evidence that the fees, costs and expenses then due from the Borrower pursuant to Clause 16 (*Costs and expenses*) have been paid or will be paid by no later than the date set out in the relevant Fee Letter or in any other document in relation to such fees, costs or expenses.

PART II

CONDITIONS PRECEDENT FOR THE FIRST UTILISATION

1. **Other documents and evidence**

(a) Evidence of prepayment or repayment of the Existing Facility and all amounts has been made or will be made on the first Utilisation Date (including by way of instruction to the Agent).

(b) Copy of (i) an unfiled UCC-3 termination statement in connection with the New York law security agreement dated 3 March 2022 securing the Existing Facility and (ii) a notice of termination of the New York law securities account control agreement dated 3 March 2022 in connection with the security listed in sub-clause (i) above; in each case in form and substance reasonably satisfactory to the Security Agent.

(c) Evidence reasonably satisfactory to the Agent that the Offer, the Acquisition, the Acquisition Documents and all transactions related thereto have been authorized by resolutions of the board of directors/managers (or equivalent body) of the Borrower and (if required) the Sponsor.

(d) UCC lien search reports with respect to the Borrower.

(e) Evidence that any security and guarantee granted to secure the Existing Facility will be concurrently to the first Utilisation Date, irrevocably and fully released by the finance parties under the Existing Facility Agreement.

2. **Finance Documents**

(a) a copy of the Transfer Agent Agreement;

(b) a copy of the US Control Agreement executed by all parties thereto;

(c) the US Security Agreement executed by all parties thereto; and

(d) the French Guarantee executed by all parties thereto.

3. **Legal opinions**

The following legal opinions:

(a) A legal opinion of Linklaters LLP, legal advisers to the Arrangers and the Agent as to French law, in relation to the validity and enforceability of the French Guarantee.

(b) A legal opinion of Linklaters LLP, legal advisers to the Arrangers and the Agent as to New York law, in relation to the validity and enforceability of the US Security Agreement.

(c) A legal opinion of Linklaters LLP, legal advisers to the Arrangers and the Agent, in relation to the existence, capacity and authorisations of the Borrower to enter into the US Security Agreement.

(d) A legal opinion of the legal advisers to the Sponsor, in relation to the existence, capacity and authorisations of the Sponsor to enter into the French Guarantee.

4. **Acquisition**

Evidence reasonably satisfactory to the Agent that the Offer has been announced.

5. **Acquisition Documents**

(a) A copy of each of the Acquisition Documents (as relevant) executed by the parties to those documents, to the extent not already received by the Agent and to the extent already entered into on the date of the First Utilisation.

(b) A copy of the Transaction Framework Agreement executed by all parties.

6. **Other documents**

A funds flow statement.

PART III

CONDITIONS PRECEDENT TO A LOAN IN RESPECT OF AN ACQUISITION PURPOSE

(a) A copy of each of the Acquisition Documents executed by the parties to those documents (to the extent not already received by the Agent).

(b) If the relevant Loan is for the purpose referred to in paragraph (a)(iii) of Clause 3.1 (*Purpose*), evidence of the number of Shares tendered to the Offer and of the relevant purchase price.

(c) If the relevant Loan is for the purpose referred to in paragraph (a)(iv) of Clause 3.1 (*Purpose*), evidence of the amount of the relevant Acquisition Costs, the FX Amount (if any) and the Future Costs Amount (if any).

SCHEDULE 3

REQUEST AND NOTICE

PART I

UTILISATION REQUEST

From: Madeleine Charging B.V.

To: [*Agent*]

Dated: [_____]

Madeleine Charging B.V. – [_____] Facility Agreement
dated [_____] (the "Agreement")

1. We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.

2. We wish to borrow a Loan on the following terms:

(a)	Proposed Utilisation Date:	[ ] (or, if that is not a Business Day, the next Business Day)
(b)	Currency of Loan:	Euro
(c)	Amount:	[ ] or, if less, the Available Facility
(d)	Interest Period:	[ ]
(e)	Purpose of the proposed Loan:	[ ]

3. We confirm that each condition specified [in Clause 4.2 (*Further conditions precedent*) of the Agreement] / [in Clause 4.4 (*Utilisations during the Certain Funds Period*) of the Agreement] is satisfied on the date of this Utilisation Request.

4. [The proceeds of this Loan should be credited to [*account*].]

5. This Utilisation Request is irrevocable.

_____

authorised signatory for
[*insert name of Borrower*]

PART II

SELECTION NOTICE

From: Madeleine Charging B.V.

To: [*Agent*]

Dated: [_____]

Madeleine Charging B.V. – [_____] Facility Agreement
dated [_____] (the "Agreement")

1. We refer to the Agreement. This is a Selection Notice. Terms defined in the Agreement have the same meaning in this Selection Notice unless given a different meaning in this Selection Notice.

2. We refer to the following Loan[s] with an Interest Period ending on[_____].

3. [We request that the above Loan[s] be divided into[_____] Loans with the following amount and Interest Periods:]

   or

   [We request that the next Interest Period for the above Loan[s] is [_____]].

4. This Selection Notice is irrevocable.

_____

authorisedsignatory for Madeleine Charging B.V.

SCHEDULE 4

FORM OF TRANSFER AGREEMENT

This Transfer Agreement is made on [•]

BETWEEN:

[•] (the "**Existing Lender**")

AND:

[•] (the "**New Lender**")

WHEREAS:

(A) The Existing Lender has entered into a euro term loan facility in an aggregate amount equal to [_____] (figures and letters), under a facility agreement dated [_____], between, among others, Madeleine Charging B.V., the financial institutions listed in Schedule 1 thereto, and Societe Generale acting as Agent and Security Agent (the "**Facility Agreement**").

(B) The Existing Lender wishes to transfer and the New Lender wishes to acquire [all]/[the part specified in the Schedule to this Transfer Agreement] of the Existing Lender's Commitment, rights [and obligations] referred to in the Schedule to this Transfer Agreement.

(C) Terms defined in the Facility Agreement have the same meaning when used in this Transfer Agreement.

IT IS AGREED AS FOLLOWS:

(a) The Existing Lender and the New Lender agree to the transfer (*cession*) of [all]/[the part specified in the Schedule to this Transfer Agreement] of the Existing Lender's Commitment, rights [and obligations] referred to in the Schedule to this Transfer Agreement in accordance with Clause 21.5 (*Procedure for transfer*) of the Facility Agreement.[1]

(b) The proposed Transfer Date is [_____].

(c) The Facility Office and address, email address and attention details for notices of the New Lender for the purposes of Clause 28.2 (*Addresses*) of the Facility Agreement are set out in the schedule to this Transfer Agreement.

(d) The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in Clause 21.4 (*Limitation of responsibility of Existing Lenders*) of the Facility Agreement.

(D) The New Lender confirms to the other Finance Parties represented by the Agent that it has become entitled to the same rights and that it will assume the same obligations to those Parties as it would have been under if it had been an Original Lender.

---

[1] In the case of a transfer of rights and/or obligations by the Existing Lender under this Transfer Agreement, the New Lender should, if it considers it necessary to make the transfer effective as against the Borrower, arrange for such transfer to be notified to the Borrower or acknowledged by the Borrower.

(E) This Transfer Agreement and any non-contractual obligations arising out of or in connection with it are governed by French law. The *Tribunal de Commerce de Paris* shall have jurisdiction in relation to any dispute concerning it.

(F) This Transfer Agreement has been entered into on the date stated at the beginning of this Transfer Agreement.

Schedule

Commitment/rights [and obligations] to be transferred

[*Insert relevant details*] [*Facility Office address, email address and attention details for notices and account details for payments*]

[Existing Lender] [New Lender]

By: By:

This Transfer Agreement is accepted by the Agent and the Transfer Date is confirmed as [•].

[Agent]

By:

Acknowledged by the Security Agent

[Security Agent]

By:

SCHEDULE 5

TIMETABLES

	Loans in euro
Delivery of a duly completed Utilisation Request (Clause 5.1 (*Delivery of a Utilisation Request*)) or a Selection Notice (Clause 9.1 (*Selection of Interest Periods and Terms*))	U-3 11:00 a.m.
Agent notifies the Lenders of a Loan in accordance with Clause 5.4 (*Lenders' participation*)	U-3 5:00 p.m.
EURIBOR is fixed	Quotation Day 11:00 a.m. Brussels time.

"U" = date of utilisation or, if applicable, in the case of a Term Loan that has already been borrowed, the first day of the relevant Interest Period for that Term Loan.

"U-X" = Business Days prior to date of utilisation

SCHEDULE 6

LIST OF APPROVED NUMBERING SERVICE PROVIDERS

- Euroclear

- Markit

- DTCC

SCHEDULE 7

FORM OF NAV CERTIFICATE

To: SOCIETE GENERALE as Agent

From: MADELEINE CHARGING B.V.

Dated: [_____]

MADELEINE CHARGING B.V.– €1,500,000 Facility Agreement
dated [_____] 2024 (the "Agreement")

1. We refer to the Agreement. This is a NAV Certificate. Terms defined in the Agreement have the same meaning when used in this NAV Certificate unless given a different meaning in this NAV Certificate.

2. We confirm that as at [_____]:

   (a) the Sponsor's Net Asset Value is of: €[_____] as per the last [unaudited/audited] Sponsor's reporting; and

   (b) the amount referred to in paragraph (a) above, is in compliance with Clause 20.17 (*Sponsor's Net Asset Value*) of the Agreement.

3. Attached hereto is the information of the Sponsor's Net Asset Value in the same form as that communicated to the Sponsor's investors.

authorisedsignatory for Madeleine Charging B.V.

SIGNATURES

THE BORROWER

MADELEINE CHARGING B.V.

By:

Address:
Email:

By:

Address:
Email:

THE ARRANGERS

SOCIETE GENERALE

By:
Address:
Email:
Attention:

NATIXIS

By:

Address:
Email:
Attention:

By:

Address:
Email:
Attention:

THE AGENT

SOCIETE GENERALE

By:
Address:
Email:
Attention:

THE SECURITY AGENT

SOCIETE GENERALE

By:
Address:
Email:
Attention:

THE ORIGINAL LENDERS

SOCIETE GENERALE

By:
Address:
Email:
Attention:

NATIXIS

By:

Address:
Email:
Attention:

By:

Address:
Email:
Attention:

Morgan Stanley

Summary Valuation and Analysis at Various Prices

Project Picasso

March 2024

CONFIDENTIAL

Summary Overview of Valuation References

As of Jan-2024

Methodology	Applied range		Share Price ($)	Implied AV ex. Lease Liabilities ($Bn)[1]	Implied EqV ($Bn) [1]	Premium / (Disc.) to current share price[1]
Trading Price	52 Low: $0.57 Current: $0.84 52 High: $3.34		Current 0.84 — 52W high 3.34 3M VWAP 0.9 — 6M VWAP 1.3 — 12M VWAP 1.9	0.5 - 1.2	0.2 - 0.9	(32%) - 300%
Broker TP (Current)	Cowen: $4.0 Davidson: $4.0		COWEN (22-Mar-24) 4.0 D A DAVIDSON (14-Nov-23) 4.0	1.4	1.1	379%
Trading Comparable	AV/Rev. 24E	**CPO Peers:** EvGo (2.9x), Fastned (4.7x), Chargepoint (1.2x)	EVgo 1.4 FASTNED 3.0 *Relevance of Fastned limited by very low liquidity of the stock* *Chargepoint and Blink not included given AV/Rev 24E of 1.2x and 0.8x resp. imply negative EqV and SP*	0.7 - 1.1	0.4 - 0.8	70% - 264%
		SoTP: Charging revenue valued based on **EVGo and Fastned** and Services on **Chargepoint**	1.5 CP Peers: FASTNED, EVgo Service Peer: chargepoint	0.7	0.4	85%
Precedents	**Shell Acquisition of Volta** AV/NTM Revenue of **3.2x**		Shell / Volta 1.7	0.8	0.5	107%
Intrinsic Valuation	**DDM, assuming no equity injection** **CoE:** 18.0% - 20.0% **Exit multiple in 2035:** 8.0-9.0x		1.4 — 1.9	0.7 - 0.8	0.4 - 0.5	71% - 125%
Without equity injection	**DCF, assuming no equity injection** **WACC:** 15.5% - 16.5% **Exit multiple in 2035:** 8.0-9.0x		1.2 — 1.7	0.7 - 0.8	0.3 - 0.5	50% - 103%

Analysis at Various Prices

Share Price ($ p.s)	Market Cap (€ MM)	AV (€ MM)	Premium to Spot	Premium to VWAP			Premium to High		€MM Equity Check for			
				3M	6M	12M	6M	12M	5%	12%	15%	22%
USD-EUR	NOSH (MM)	Bridge	Spot	0.9	1.3	1.9	2.6	3.3	Free Float [1]	FF + Apollo [1]	FF + E8 [1]	FF + Apollo + E8 [1]
0.8	271	€293 MM	0.8						13.4 MM	32.1 MM	40.8 MM	59.5 MM
1.2	295	588	44%	33%	(5%)	(37%)	(53%)	(64%)	15	35	44	65
1.3	319	612	56%	45%	3%	(32%)	(49%)	(61%)	16	38	48	70
1.4	344	637	68%	56%	11%	(27%)	(45%)	(58%)	17	41	52	75
1.5	369	662	80%	67%	19%	(21%)	(41%)	(55%)	18	44	55	81
1.6	393	686	92%	78%	27%	(16%)	(37%)	(52%)	19	47	59	86
1.7	418	711	104%	89%	35%	(11%)	(33%)	(49%)	21	49	63	92
1.8	442	735	116%	100%	43%	(6%)	(29%)	(46%)	22	52	67	97
1.9	467	760	128%	111%	51%	(1%)	(25%)	(43%)	23	55	70	102
2.0	491	784	140%	122%	58%	5%	(22%)	(40%)	24	58	74	108
2.1	516	809	151%	133%	66%	10%	(18%)	(37%)	25	61	78	113
2.2	541	834	163%	145%	74%	15%	(14%)	(34%)	27	64	81	119
2.3	565	858	175%	156%	82%	20%	(10%)	(31%)	28	67	85	124
2.4	590	883	187%	167%	90%	26%	(6%)	(28%)	29	70	89	129
2.5	614	907	199%	178%	98%	31%	(2%)	(25%)	30	73	92	135

DCF
DDM
EVgo
Shell / Volta
6M VWAP
3M High
LTM VWAP

Source: Capital IQ as of March 22, 2024
Notes:
1. Free float shares: 13.4MM; Apollo shares: 18.7MM; E8 shares: 41.1MM

Legal Disclaimer

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NON-DISCLOSURE AGREEMENT

This **Non-Disclosure Agreement (this "Agreement"), dated as of 09/05/2023, (the "Effective Date") is entered into by and between (i) Madeleine Charging BV ("Madeleine"), a company organized and existing under the laws of the Netherlands, with offices at Zuidplein 126, WTC Tower H, 15th Floor, 1077 XV Amsterdam, and (ii) Allego Holding N.V, a company organized and existing under the laws of the Netherlands, with offices at Westervoortsedijk 73 KB, 6827 AV Anhem ("Allego Holding"). Each referred to individually as a "Party" and collectively as the "Parties".**

WHEREAS, this Agreement is made in order for each Party to obtain from the other Party Confidential Information (as defined below) for the sole purpose of permitting the Parties to share information to assist Madeleine in its strategic review of its ownership interest in Allego N.V., a company organized and existing under the laws of the Netherlands, and the parent company to Allego Holding (the "**Company**" and such purpose, the "**Purpose**").

WHEREAS, the Parties will allow such access only if their Confidential Information is protected pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as set forth above and as follows:

1. Definitions.

(a) "**Confidential Information**" means all information, of any nature and in any form, whether written, oral, or recorded or transmitted electronically or by tape or other similar manner, which is furnished directly or indirectly by the Disclosing Party (or by an affiliate thereof) to the Receiving Party (or an affiliate thereof).

Any provision in this Agreement to the contrary notwithstanding, Confidential Information shallnot include information or data, which is (1) already known to or otherwise in the possession of the Receiving Party and is not subject to any confidentiality obligation to a third party (other than, in any such case, information that Madeleine has received about the Company or any of its subsidiaries as a result of its ownership interest in the Company), (2) publicly available, or otherwise in the public domain, without violation of any confidentiality obligation hereunder, (3) rightfully obtained by the Receiving Party or its affiliate from any third party without restriction and without breach of any confidentiality obligation by either the Receiving Party or such third party, (4) developed by the Receiving Party or its affiliate independent of any disclosure hereunder (or, in the case of Madeleine, other information that it has obtained, directly or indirectly, by or on behalf of the Company or its subsidiaries as a result of its ownership interest in the Company), as evidenced by written records, or (5) required to be disclosed (provided the Receiving Party complies with Section 2(c) below) by the order of a court or administrative or self-regulated administrative body of competent jurisdiction (but only to the extent of that particular disclosure); duplicates of such information still in the possession of the Receiving Party after such disclosure shall remain Confidential Information hereunder.

(b) "**Disclosing Party**" means the Party who directly or indirectly furnishes (or has furnished through an affiliate) Confidential Information to the other Party (or an affiliate thereof).

(c) "**Receiving Party**" means the Party who directly or indirectly receives Confidential Information from the Disclosing Party (or an affiliate thereof).

2. Confidentiality and Use.

(a) All Confidential Information shall be maintained in confidence by the Receiving Party, which shall use the same degree of care, but no less than a reasonable degree of care, in handling and safeguarding Confidential Information that it uses in handling and safeguarding its own confidential information. Except as otherwise expressly provided in this Agreement, the Receiving Party shall not disclose to any third party the Disclosing Party's Confidential Information without the prior written consent of the Disclosing Party. The Receiving Party shall not use the Disclosing Party's Confidential Information for any purpose other than the Purpose. The Parties recognize that if, after fulfilling the Purpose, they decide to collectively pursue a business transaction or relationship together, then a new or amended confidentiality agreement would be required between the Parties unless otherwise mutually agreed at the time.

(b) Access to and use of Confidential Information shall be restricted to those employees and persons within the Receiving Party's organization, including its affiliates and consultants, who (1) have a need to use the information to fulfill the Purpose and (2) are subject to a non-disclosure or confidentiality obligations pursuant to employment or engagement which are no less stringent than this Agreement (collectively, "**Representatives**"); provided, however, that a disclosure of Confidential Information by a Receiving Party's Representative shall be deemed under this Agreement a disclosure by the Receiving Party itself, and the Receiving Party shall be responsible for any violations of this Agreement by its Representatives. The Receiving Party shall inform such Representatives of the confidential nature of the Confidential Information.

(c) If a court or administrative body of competent jurisdiction or a government agency with jurisdiction over the Receiving Party legally requires the disclosure of Confidential Information, to the extent legally permitted to do so, the Receiving Party shall notify the Disclosing Party prior to disclosing Confidential Information and shall (at the Disclosing Party's cost) cooperate with the Disclosing Party if the Disclosing Party elects to legally contest, request confidential treatment, or otherwise avoid such disclosure. In the event that no protective order or other remedy is obtained, then the Receiving Party may disclose only that portion of the Confidential Information which the Receiving Party is advised by counsel is legally required to be disclosed.

3. No license. Except with respect to using Confidential Information in connection with the Purpose, nothing in this Agreement shall be construed as granting the Receiving Party whether expressly, by implication, estoppel, or otherwise, any license or any right to use any Confidential Information received from the Disclosing Party.

4. No further obligation. Nothing in this Agreement shall obligate either Party to provide any Confidential Information, to enter into any further agreement, or to negotiation with the other Party, or to refrain from entering into any agreement or negotiation with any third party.

5. Return of Confidential Information. All Confidential Information disclosed pursuant to this Agreement, including any copies thereof, shall remain the property of the Disclosing Party and is loaned to the Receiving Party for use solely in connection with this Agreement and the Purpose. Within fifteen (15) days of (a) the written request by the Disclosing Party, at any time during the term of this Agreement, (b) termination of this Agreement, or (c) the expiration of this Agreement, the Receiving Party shall cease all use of Confidential Information received hereunder and, at the Disclosing Party's sole discretion, either return to the Disclosing Party or destroy the Disclosing Party's Confidential Information. In the event of such requested destruction, the Receiving Party shall provide to the Disclosing Party written certification of compliance therewith within fifteen (15) days of such written request. The Receiving Party may retain one archival copy for its legal files and for use only in resolving a dispute concerning this Agreement and other copies as may be stored on its electronic records system as a result of automated backup systems or as may be otherwise required by law, other regulatory requirements, or internal document retention policies.

6. Inconsistent Legends. The provisions of this Agreement shall apply to Confidential Information disclosed or received hereunder notwithstanding any proprietary or restrictive legend or statements inconsistent with or less stringent than this Agreement which may be printed on or associated with any Confidential Information disclosed pursuant to this Agreement.

7. Governing Law; Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the Netherlands. The Parties hereby irrevocably and unconditionally consents to submit to the non-exclusive jurisdiction of the courts of the Netherlands for any actions, suits or proceedings arising out of or relating to this Agreement and waive to the fullest possible extent, the defence of an inconvenient forum.

8. Breach. The Parties understand and agree that Confidential Information will be disclosed in reliance upon the agreements made herein. Any breach of any provision hereof by a Party may cause irreparable harm and damage to the non-breaching Party. The Parties hereby expressly agree that the non-breaching Party shall be entitled to seek the remedies of injunction, specific performance, and other equitable relief to prevent a breach of any provision of this Agreement without the necessity of posting a bond. The provisions of this Section 8 shall not be construed, however, as a waiver of any other rights that a Party may have for damages or other relief.

9. GDPR. The Parties hereby certify that they have implemented a framework in compliance with applicable data protection regulations, including, but not limited to, the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR"), as implemented or complemented by the applicable national laws.

In conducting the performance of this Agreement, the Parties may need to process personal information. This may be personal information of individuals or personal information relating to third persons which the Parties may receive from each other or from others on their behalf (for example, contact details for individuals within Parties organisation). Examples of such information may include names, e-mail addresses, phone numbers, client records, anti-money laundering checks, know-your-client procedures, crime prevention and legal and other information relevant to business and the individuals representing Parties' business.

When processing the personal information, the Parties subject to data protection legislation will generally act as a data controller. Each of the Parties agrees to comply with all applicable data protection legislation from time to time, where (and to the extent that) the Parties hold personal information received from each other. In particular, in each of the Parties capacities as data controllers:

(a) Each Party confirms that where it transfers, or causes to be transferred, any personal information to another Party, that all such information will comply with law, and will be accurate and up-to-date and furthermore that this Party is entitled to transfer the data (or authorise its transfer) and that the other Party(ies) may lawfully use the information for the purpose for which it was transferred;

(b) Each Party agrees that other Party(ies) will use the personal information solely for the purpose for which it/they receive it;

(c) Each Party will take reasonable steps to only transfer personal information to another Party which is reasonably likely to be needed in order for the other Party(ies) to perform this Agreement, and where the Party is unsure of what information is needed, that Party will ask the other(s);

(d) the Parties will co-operate to ensure that any transfer of personal information between them is done in a manner which complies with their respective obligations under the data protection legislation and the Parties will co-operate to ensure that there are appropriate measures in place to protect the relevant data subjects.

9. MNPI. Madeleine acknowledges that the Confidential Information of Allego Holding may contain material,non-public information ("**MNPI**") of the Company. Madeleine is aware, and will advise its Representatives who are informed of the matters of this Agreement, of the restrictions imposed by the U.S. federal and state securities laws on the purchase or sale of securities by any person who has received MNPI from the issuer of such securities, and on the communication of such information to any other person when it is reasonably foreseeable the other person is likely to purchase or sell such securities in reliance on that information.

10. Termination and Expiration. This Agreement and the obligations of the Parties hereunder will automatically expire two (2) years after the Effective Date

11. Assignment. This Agreement may not be assigned by either Party without the advance written consent of the other. This Agreement shall be binding upon the Parties and upon their respective legal representatives, successors and permitted assigns.

12. Entire Agreement; Counterparts. This Agreement (a) contains the entire understanding between the Parties with respect to Confidential Information, (b) supersedes all prior communications and understandings with respect thereto, whether written or oral, (c) shall inure to the benefit of and be binding upon all parent, subsidiary, affiliated, and successor organizations of the Parties; and (d) may not be modified in any manner, except by written amendment duly executed by the authorized representatives of each of the Parties hereto. This Agreement may be executed in two (2) or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same instrument and shall become effective when one or more counterparts, facsimiles or electronic signatures have been executed by each of the Parties and delivered to the other Party, it being understood that all Parties need not sign the same counterpart, facsimile or form of electronic signature.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first set forth above.

Madeleine Charging B.V.	**Allego Holding N.V.**
/s/ Emmanuel Rotat	/s/ Mathieu Bonnet
Signature	Signature
Director	CEO
Title	Title
Emmanuel Rotat	Mathieu Bonnet
Printed Name	Printed Name

STRICTLY CONFIDENTIAL

To: Madeleine Charging B.V.
Zuidplein 126, WTC Toren H, 15e,
1077XV Amsterdam

Delisting of Allego N.V.

Dear Madams, Sirs,

AP Spartan Energy Holdings III, L.P., AP Spartan Energy Holdings III (PPW), LLC and AP Spartan Energy Holdings III (PIPE), LLC (collectively **Apollo, us** or **we)** refers to the intended delisting and deregistration of the ordinary shares of Allego N.V. (the**Company),** preceded by a tender offer (the **Offer)** to be made by Madeleine Charging B.V. (the**Offeror)** for all the issued and outstanding ordinary shares in the share capital of the Company that are not already held by the Offeror, to be publicly announced by means of a joint press release of the Offeror and the Company (the **Transaction).**

1. The Offer

(a) At the date of this agreement, the issued and outstanding share capital of the Company comprises 271,010,790 ordinary shares with a nominal value of EUR 0.12 each.

(b) The Offer, if and when made, will be made pursuant to the terms and conditions of a transaction framework agreement dated 16 June 2024 between the Offeror and the Company (the **TFA),** which, amongst other things, provides for an offer consideration of USD 1.70 per Share.

2. Irrevocable undertaking not to tender

As of the date of this agreement, we are the beneficial owner of 18,706,989 ordinary shares in the capital of the Company, representing approximately 6.9% of the Company's aggregate issued and outstanding share capital. We irrevocably undertake to and agree with the Offeror to:

not accept the Offer and not, directly or indirectly, tender under the Offer any shares in the share capital of the Company over which we have or will obtain disposal power *(beschikkingsbevoegdheid),* including without limitation any shares in the share capital of the Company attributable to or deriving from shares over which we have or will obtain disposal power, such as any shares in the share capital of the Company issued pursuant to stock dividend (the **Shares),** at and after the date hereof and prior to the closing date of the Offer as described in the Offer Documents (as defined in the TFA) to be filed with the SEC pursuant to the TFA **(Closing Date),** including any "subsequent offering period" in accordance with Rule 14d-ll promulgated under the Exchange Act, in any manner.

3. Termination rights

3.1 Any party to this agreement may by written notice to the other party terminate this agreement if:

(a) the Offer is not launched within six months after the date of the TFA;

(b) the Offeror increases the Offer consideration to an amount exceeding USD 1.70 per Share;

(c) the Offeror amends the terms of the Offer such it results in our shareholding in the Company being diluted;

(d) the Offer lapses without acceptance of the tendered shares by the Offeror or is withdrawn in accordance with its terms; or

(e) the delisting of the Company from NYSE has not become effective on or prior to the date that is six months after the date of this agreement.

3.2 The provisions in Sections 2 of this agreement shall terminate and be of no further force or effect immediately following the Closing Date.

3.3 Any termination pursuant to Clause 3.1 does not affect Clauses 8 and 9 of this agreement, which will continue to apply in full force and effect, nor any rights that accrued under this agreement before the termination.

4. Deregistration

4.1 We agree to and will cause Spartan Acquisition Sponsor III LLC (subsidiary of a private investment fund managed by an affiliate of Apollo) **(Spartan)** to waive in full and refrain from exercising all the rights Spartan may have under the Registration Rights Agreement dated as of March 16, 2022 **(Reg Rights Agreement)** by and among Athena Pubco B.V. (predecessor of the Company), E8 Partenaires, the Offeror and Spartan, including the Company's obligation to keep the registration statement effective until such time as Spartan no longer holds any shares of the Company, and Spartan's right to request the Company to use commercially reasonable efforts to cause the resale of the shares of the Company to be covered by available registration statement. After the Closing Date, upon the Offeror's request, we agree to execute an amendment to and waiver under the Reg Rights Agreement with and in favor of the Company providing for the undertakings set forth in this Section.

4.2 Following an IPO of the Company (following the de-listing and de-registration), we will have demand and other customary registration rights consistent with the rights set forth in the Registration Rights Agreement, dated as of March 16, 2022, by and among Athena Pubco B.V., Spartan Acquisition Sponsor III LLC, Offeror, E8 Partenaires and the other persons party thereto.

5. Governance

5.1 At delisting of the Company from NYSE, the composition of the board of the Company will be identical to the current composition, including five designees of the Offeror and three independent non-executive directors.

5.2 For as long as the Company has minority shareholders, there will be at least two independentnon-executive directors on the board of the Company.

5.3 On or prior to December 31, 2027, the Offeror will obtain the approval of Apollo before exercising its rights as a shareholder in the Company to procure the removal of Mr Patrick Sullivan from the board of the Company, provided, however that, to the extent required, such approval right is subject to the required foreign direct investment and other regulatory approvals having been obtained.

6. Information rights

6.1 We will be entitled to receive information customarily provided to equity investors in accordance with Dutch market practice including, without limitation, audited annual financials, unaudited quarterly financials, monthly financials and unredacted copies of presentations used during a meeting of the board of the Company, provided, in each case, that sharing such materials does not contravene applicable law.

6.2 Apollo will be entitled to have meetings with Meridiam S.A.S. regarding the Company each calendar quarter.

7. Transfers/exit rights

7.1 We will have the right to transfer our shares in the Company (but not our rights in this agreement) to any person at any time, and such transfer right shall not be subject to any restrictions.

7.2 In the transaction framework agreement negotiated between the Offeror and the Company certain minority shareholder liquidity provisions will be included. The Offeror confirms that these mechanisms will apply to all minority shareholders equally, including but not limited to Apollo.

8. Confidentiality

8.1 This agreement is subject to the terms and conditions of the Confidentiality and Non-Disclosure Agreement (the **NDA)** previously executed by Apollo and the Offeror on 17 April 2024. Apollo and the Offeror hereby acknowledge and agree that the terms and conditions of the NDA are incorporated herein by reference in their entirety and shall continue to govern all confidential information exchanged between Apollo and the Offeror in connection with the discussions, negotiations, and any subsequent transactions arising from this agreement, unless expressly superseded by specific provisions of this agreement.

8.2 Any future announcements and press releases made by the Offeror alone or in conjunction with the Company that reference Apollo shall require the prior written consent of Apollo; provided, however, that we agree any future public filings or disclosures as required by applicable law, rules or regulations and made by the Offeror alone or in conjunction with the Company in respect of the Transaction (including the Offer), may incorporate a reference to us and/or may disclose the contents of this agreement and include a copy hereof without our consent.

8.3 We agree to, as promptly as practicable, notify the Offeror of any required corrections with respect to any written information supplied by us specifically for use in any Offer Documents (as defined in the TFA) to be filed with the SEC pursuant to the TFA.

8.4 We confirm that we have adhered to and agree that we will comply with, except where exemptions are available, the obligations pursuant to applicable corporate and securities laws and regulations.

9. Miscellaneous

9.1 Any time, date or period mentioned in this agreement may be extended by mutual agreement between the parties but, as regards any time, date or period originally fixed or so extended time shall be of the essence.

9.2 Except where the context clearly requires otherwise, in this agreement the expression "the Offer" extends to any improved or revised offer on behalf of the Offeror after the date of this agreement, whether voluntary or mandatory, recommended or not, contested or uncontested.

9.3 No party can assign any of its rights or transfer any of the obligations under this agreement without the prior written consent of the other party, save that the Offeror's rights under this agreement can be assigned by the Offeror to any of its affiliates and by any such affiliates to any other affiliates of the Offeror. The previous sentence shall have third-party effect *(goederenrechtelijke werking)* and be binding on third parties including for purposes of article 3:83 of the DCC.

9.4 This agreement is without prejudice to any applicable relevant legal and regulatory provisions regarding inter alia notification of securities transactions and prevention of insider trading that may apply to us.

9.5 Any costs incurred by either party in connection with the preparation for or performance of obligations under this agreement shall be for its own account.

9.6 This agreement contains no stipulations benefiting third parties *(derdenbedingen)*. The terms of this agreement may be enforced only by a party to this agreement or a party's permitted assigns or successors and not any third party (including but not limited to the Company).

9.7 This agreement and the documents referred to in it contain the whole agreement between the parties and supersede all previous agreements, whether oral or in writing, between the parties.

9.8 To the extent permitted by law, each party waives its rights (if any) to (i) in whole or in part annul, rescind or dissolve (including any*gehele dan wel partiële ontbinding en vernietiging)* this agreement, and (ii) invoke section 6:228 of the Dutch Civil Code in the sense that an error *(dwaling)* shall remain for the risk and account of the party in error as referred to in section 6:228, subsection 2 of the Dutch Civil Code.

9.9 The parties hereto acknowledge and agree that nothing in this agreement nor any action taken by any party pursuant hereto or in connection herewith is intended to result in the formation of a "group" within the meaning of Section 13(d) of the Securities Exchange Act of 1934, as amended, or Apollo or Spartan being a "bidder" within the meaning of Regulation 14D thereunder, and each party hereto disclaims any such group formation or membership therein and/or any such status as a bidder, as applicable.

9.10 This agreement and any contractual or non-contractual obligations arising out of or in connection to it, shall be governed by and shall be construed in accordance with the laws of the Netherlands. Any power of attorney or other document executed in connection with this agreement or the transactions provided for in this agreement shall also be governed by and construed in accordance with the laws of the Netherlands.

9.11 Any dispute arising out of or in connection with this agreement (including any disputes relating to anynon-contractual obligations arising out of or in connection to this agreement) shall be finally settled by arbitration in accordance with the rules of The Netherlands Arbitration Institute *(Nederlands Arbitrage Instituut)*. The arbitral tribunal shall be composed of three

arbitrators appointed in accordance with those rules. The place of the arbitration will be Amsterdam, the Netherlands. The language of the arbitration shall be English. The arbitrators shall make their decision in accordance with the rules of law. This Clause 9.11 shall also apply to disputes arising out of or in connection with agreements which are connected with this agreement unless the relevant agreement expressly provides otherwise. Consolidation of arbitral proceedings with other proceedings as provided for in article 1046 of the Dutch Code of Civil Procedure is excluded.

(signature page follows)

Signed on 16 June 2024

AP Spartan Energy Holdings III, L.P.

By: Apollo ANRP Advisors III, L.P., *its general partner*

By: Apollo ANRP Capital Management III, LLC, *its general partner*

By: /s/ James Elworth
Name: James Elworth
Title: Vice President

AP Spartan Energy Holdings III (PPW), LLC

By: Apollo Natural Resources Partners (P2) III, L.P., *its member*

By: Apollo ANRP Advisors III (P2), L.P., *its general partner*

By: Apollo ANRP Capital Management III, LLC, *its general partner*

By: /s/ James Elworth
Name: James Elworth
Title: Vice President

By: ANRP III Intermediate Holdings II, L.P., *its member*

By: Apollo ANRP Advisors III, L.P., *its general partner*

By: Apollo ANRP Capital Management III, LLC, *its general partner*

By: /s/ James Elworth
Name: James Elworth
Title: Vice President

AP Spartan Energy Holdings III (PIPE), LLC

By: Apollo Natural Resources Partners (P2) III, L.P., *its member*

By: Apollo ANRP Advisors III (P2), L.P., *its general partner*

By: Apollo ANRP Capital Management III, LLC, *its general partner*

By: /s/ James Elworth
Name: James Elworth
Title: Vice President

By: ANRP III (NGL Debt), L.P., *its member*

By: Apollo ANRP Advisors III, L.P., *its general partner*

By: Apollo ANRP Capital Management III, LLC, *its general partner*

By: /s/ James Elworth
Name: James Elworth
Title: Vice President

Agreed and acknowledged:

Madeleine Charging B.V.

/s/ Emmanuel Rotat	/s/ Johannes Hendrikus Maria Duijndam
By: Opera Charging B.V.	By: Opera Charging B.V.
Its: solely authorised director	Its: solely authorised director
By: Emmanuel Rotat	By: Johannes Hendrikus Maria Duijndam
Its: jointly authorised director A	Its: jointly authorised director B

Exhibit 107

Calculation of Filing Fee Tables
Schedule TO-T/13E-3
(Rule 14d-100)

Allego N.V.

(Name of Subject Company)

Madeleine Charging B.V.

an indirect, wholly owned subsidiary of funds managed by

Meridiam SAS

(Names of Filing Persons (Offerors))

Table 1 – Transaction Value

	Transaction Valuation*	Fee Rate	Amount of Filing Fee**
Fees to Be Paid	$128,315,263.90	0.00014760	$18,939.33
Fees Previously Paid	$0	—	$0
Total Transaction Valuation	$128,315,263.90	—	—
Total Fees Due for Filing	—	—	$18,939.33
Total Fees Previously Paid	—	—	$0
Total Fee Offsets	—	—	$0
Net Fees Due	—	—	$18,939.33

* The transaction value is estimated for purposes of calculating the amount of the filing fee only. The calculation is based on the offer to purchase all of the outstanding ordinary shares, par value €0.12 per share (each, a "**Share**" and, collectively, the "**Shares**") of Allego N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands with its corporate seat in Arnhem, the Netherlands, and its office address at Westervoortsedijk 73 KB, 6827 AV Arnhem, the Netherlands, and registered with the trade register of the Netherlands Chamber of Commerce (*Kamer van Koophandel*) under number 82985537 (the "**Company**" or "**Allego**") that are not already held, directly or indirectly, by Madeleine Charging B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands with its corporate seat in Amsterdam, the Netherlands, and its office address at Zuidplein 126, WTC Toren H, Floor 15, 1077 XV, Amsterdam, the Netherlands, and registered with the trade register of the Netherlands Chamber of Commerce (*Kamer van Koophandel*) under number 71768068 ("**Purchaser**"), Meridiam SAS, a simplified stock company (*société par actions simplifiée*) incorporated under the laws of France with its principal business office address at 4, place de l'Opera, 75002, Paris, France ("**Parent**") or any of their respective affiliates, for US$1.70 in cash per Share, without interest and less applicable withholding taxes. The transaction value of $128,315,263.90 represents ***the product of*** (A) 75,193,723, the estimate of the maximum number of Shares that are not beneficially owned by Parent, Purchaser or their affiliates ***multiplied by*** (B) the offer price of US$1.70 per Share;***plus the product of*** (C) 285,844 Shares issuable pursuant to outstanding restricted stock units ***multiplied by*** (D) the offer price of US$1.70 per Share.

** The amount of the filing fee was calculated in accordance with Rule0-11 of the Securities Exchange Act of 1934, as amended, and Fee Rate Advisory #1 for fiscal year 2024 beginning on October 1, 2023, issued August 25, 2023, by multiplying the transaction value by 0.00014760.