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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 23, 2024

Allegro MicroSystems, Inc.
(Exact name of Registrant as Specified in Its Charter)

Delaware	**001-39675**	**46-2405937**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**
955 Perimeter Road Manchester, New Hampshire		**03103**
(Address of Principal Executive Offices)		**(Zip Code)**

Registrant's Telephone Number, Including Area Code: (603) 626-2300

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $0.01 per share	ALGM	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

Share Repurchase Agreement

Pursuant to the terms of a share repurchase agreement (the "Share Repurchase Agreement") entered into by and between Allegro MicroSystems, Inc. (the "Company", "our", "us", "we" or "Allegro") and Sanken Electric Co., Ltd. ("Sanken") on July 23, 2024, we have agreed to repurchase from Sanken in a privately negotiated transaction 38,767,315 shares of our common stock at a price per share equal to the price per share at which the underwriters will purchase from us shares of our common stock in the public underwritten equity offering that the Company has separately announced today (the "Equity Offering"). The shares being repurchased by us pursuant to the Share Repurchase Agreement will be retired. On an as adjusted basis after giving effect to the Equity Offering and the transactions contemplated by the Share Repurchase Agreement, Sanken will hold approximately 33.2% (or 32.5% if the underwriters' option to purchase additional shares of our common stock is exercised in full) of our outstanding common stock.

The repurchase by us of a number of shares of common stock equal to the number of shares being offered in the Equity Offering (excluding the underwriters' option to purchase additional shares of our common stock) is expected to occur one business day after the closing of the Equity Offering (the "First Closing"). We intend to fund the First Closing with the net proceeds of the Equity Offering (excluding any net proceeds from the exercise of the underwriters' option to purchase additional shares of our common stock). The repurchase of the remainder of the shares of our common stock that we expect to repurchase from Sanken is expected to occur substantially concurrently with the receipt by us of the proceeds from the exercise of the underwriters' option to purchase additional shares of our common stock or borrowings under the Credit Agreement (as defined below) or, otherwise, on another date of our choosing after the closing of the Equity Offering (the "Second Closing"). We intend to fund the Second Closing with any net proceeds from the exercise of the underwriters' option to purchase additional shares of our common stock, cash on hand or additional borrowings under the Credit Agreement.

The First Closing of the share repurchase is conditioned upon the closing of the Equity Offering and certain other conditions, and the Second Closing of the share repurchase is conditioned upon the receipt by us of net proceeds of no less than $300 million from incremental term loans under the Credit Agreement and certain other conditions, but the Equity Offering is not conditioned on the consummation of the share repurchase. We cannot provide any assurance that the share repurchase will occur on the terms described herein, or at all. The description of, and other information in this Current Report on Form 8-K regarding, the share repurchase are included for informational purposes only. Nothing in this Current Report on Form 8-K should be construed as an offer (i) to sell, or the solicitation of an offer to purchase, any of our common stock that we repurchase, or (ii) to repurchase, or the solicitation of an offer to sell, any of our common stock.

The Share Repurchase Agreement and related arrangements and transactions were reviewed and approved by our Audit Committee, which is charged with reviewing related party transactions, and is composed of three independent directors who are not affiliated with Sanken. Upon the recommendation by the Audit Committee, the disinterested members of our board of directors (the "Board") also approved such transactions.

Pursuant to the terms of the Share Repurchase Agreement, Sanken has agreed to reimburse us for the expenses incurred by us in connection with the transactions contemplated by the Share Repurchase Agreement, including the Equity Offering and the amendments to the Credit Agreement (as defined below).

Pursuant to the terms of the Share Repurchase Agreement, Sanken has agreed that, without our prior written consent, Sanken will not, from the date of the Share Repurchase Agreement until the date that is 14 months following the First Closing of the share repurchase (the "Lock-Up Period"), directly or indirectly, offer, sell, contract to sell, pledge, grant any option to purchase, lend or otherwise transfer or dispose of, or publicly disclose the intention to make any offer, sale, pledge or disposition of any shares of our common stock, or any options or warrants to purchase any shares of our common stock, or any securities convertible into, exchangeable for, or that represent the right to receive, shares of our common stock, engage in any hedging or other transaction or arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or other derivative transaction or instrument) which is designed to or which could reasonably be expected to lead to or result in a sale, loan, pledge or other disposition or transfer of all or a portion of the economic consequences of ownership of our common stock or any securities convertible into or exercisable or exchangeable for shares of our common stock, in each case other than (i) the shares to be sold pursuant to the terms of the Share Repurchase Agreement to us, (ii) any other shares of our common stock that may be sold by Sanken to us, (iii) shares of our common stock transferred to another corporation, partnership, limited liability company, trust or other business entity that is a direct or indirect controlled affiliate (as defined under Rule 12b-2 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of Sanken; provided that Sanken will cause any such controlled affiliate that obtains any shares of our common stock to be bound by the terms of the lock-up; and (iv) Sanken may enter into a written plan meeting the requirements of Rule 10b5-l under the Exchange Act for the transfer of shares of our common stock that does not in any case provide for the transfer of shares of our common stock during the Lock-up Period; provided that any voluntary or required public filing, report or disclosure regarding such Rule 10b5-1 Plan shall include a statement to the effect that no transfers may be made pursuant to such trading plan during the Lock-Up Period.

The foregoing description of the Share Repurchase Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Share Repurchase Agreement, a copy of which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Second Amended and Restated Stockholder Agreement

In connection with the Share Repurchase Agreement, we entered into that certain Second Amended and Restated Stockholders Agreement, by and between us and Sanken (the "Second Amended and Restated Stockholders Agreement"), which amended and restated that certain Amended and Restated Stockholders Agreement, dated as of June 16, 2022 by and among us, Sanken and OEP SKNA, L.P. ("OEP") (the "Stockholders Agreement") in its entirety. The Second Amended and Restated Stockholders Agreement will become effective in accordance with its terms on July 29, 2024. The Second Amended and Restated Stockholders Agreement removed OEP as a party to the Stockholders Agreement and amended certain rights and obligations of the Company and Sanken.

The Second Amended and Restated Stockholders Agreement provides that Sanken is required to vote in favor of all designees to our Board nominated by our Nominating and Corporate Governance Committee and, if requested by our Nominating and Corporate Governance Committee, vote all outstanding shares of our common stock held by Sanken in favor of any matter which our Board determines is advisable and in the best interests of our stockholders and vote against any matter that would reasonably be expected to oppose such matter.

Additionally, Sanken is entitled to nominate two directors to the Board as long as Sanken and its affiliates beneficially own, directly or indirectly, at least 20% of our outstanding shares of common stock and one director to the Board as long as Sanken and its affiliates beneficially own, directly or indirectly, at least 10% of our outstanding shares of common stock. In each case, Sanken is also entitled to designate one Sanken observer to the Board to attend meetings of the Board in a non-voting, observer capacity, subject to certain exceptions. If at any point Sanken and its affiliates beneficially own, directly or indirectly, less than 10% of our outstanding shares of common stock, Sanken will not be entitled to nominate a director to the Board, nor will Sanken be entitled to designate a Sanken observer to the Board. Consistent with the Stockholders Agreement, if the number of directors that Sanken has the right to designate to our Board is decreased (each such occurrence, a "Decrease in Designation Rights"), Sanken will use its reasonable best efforts to cause each of the Sanken directors that Sanken ceases to have the right to designate to serve as a Sanken director to offer to tender his or her resignation, and each of such director so tendering a resignation shall resign within thirty days from the date that Sanken incurs a Decrease in Designation Rights.

The Second Amended and Restated Stockholders Agreement also provides our Nominating and Corporate Governance Committee with increased board designation rights and provides us a right of first refusal to purchase from Sanken any shares of our outstanding shares of common stock that Sanken proposes to sell or transfer, subject to certain exceptions.

The foregoing description of the Second Amended and Restated Stockholders Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Second Amended and Restated Stockholders Agreement, a copy of which is filed as Exhibit 10.2 hereto and incorporated herein by reference.

For information regarding material relationships between us and Sanken, see "Certain Relationships and Related Person Transactions" in our 2024 Notice of Annual Meeting and Proxy Statement, which is incorporated by reference herein.

Item 2.02 Results of Operations and Financial Condition.

On July 23, 2024, the Company filed a preliminary prospectus supplement (the "Preliminary Prospectus Supplement") in connection with the Equity Offering that contained preliminary financial results for the quarter ended June 28, 2024. The full text of the preliminary results is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The information in this Item 2.02 (including Exhibit 99.1) shall not be deemed "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that Section, nor shall it be deemed to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended (the "Securities Act"), or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On July 23, 2024, Kojiro (Koji) Hatano notified our Board of his decision to resign from the Board, effective as of the First Closing of the share repurchase. Mr. Hatano's resignation was a result of Sanken's anticipated reduction in ownership of our common stock as a result of the transactions contemplated by the Share Repurchase Agreement and pursuant to the Second Amended and Restated Stockholders Agreement, and not the result of any disagreement between Mr. Hatano and the Company or its management on any matter relating to the Company's operations, policies or practices.

Item 7.01. Regulation FD Disclosure.

On July 23, 2024, the Company announced in the Preliminary Prospectus Supplement that it anticipates amending its existing credit agreement (the "Credit Agreement"), dated as of June 21, 2023 and amended as of October 31, 2023, by and among the Company, Morgan Stanley Senior Funding, Inc., as administrative agent and collateral agent, and each lender from time to time party thereto, to (i) incur new incremental term loans to finance a portion of the repurchase of shares of our common stock from Sanken pursuant to the terms of the Share Repurchase Agreement, (ii) increase the amount of revolving commitments available under the Credit Agreement by $32,000,000, (iii) permit under the Credit Agreement the repurchase contemplated by the Share Repurchase Agreement and (iv) make certain other changes.

There can be no assurance that the incremental term loans or the increase to revolving commitments under the Credit Agreement (or the aforementioned amendments) will be completed on the terms described herein or at all.

The information in this Item 7.01 shall not be deemed "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that Section, nor shall it be deemed to be incorporated by reference into any filing of the Company under the Securities Act, or the Exchange Act, except as expressly set forth by specific reference in such filing.

Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act, and Section 21E of the Exchange Act. All statements, other than statements of historical facts, contained in this Current Report on Form 8-K including statements regarding the Share Repurchase Agreement, the Second Amended and Restated Stockholders Agreement, the Credit Agreement, future results of operations and financial position, business strategy, prospective products and the plans and objectives of management for future operations, including, among others, statements regarding the liquidity, growth and profitability strategies and factors affecting our business, are forward-looking statements. These statements involve known and unknown risks, uncertainties and other important factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements.

Without limiting the foregoing, in some cases, you can identify forward-looking statements by terms such as "aim," "may," "will," "should," "expect," "exploring," "plan," "anticipate," "could," "intend," "target," "project," "would," "contemplate," "believe," "estimate," "predict," "potential," "seek," or "continue" or the negative of these terms or other similar expressions, although not all forward-looking statements contain these words. No forward-looking statement is a guarantee of future results, performance or achievements, and one should avoid placing undue reliance on such statements.

Forward-looking statements are based on our management's current expectations, beliefs and assumptions and on information currently available to us. Such beliefs and assumptions may or may not prove to be correct. Additionally, such forward-looking statements are subject to a number of known and unknown risks, uncertainties and assumptions, and actual results may differ materially from those expressed or implied in the forward-looking statements due to various factors, including, but not limited to, those identified in Part II, Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations," and Part I, Item 1A. "Risk Factors" in our Annual Report on Form 10-K for the year ended March 29, 2024, filed with the U.S. Securities and Exchange Commission on May 23, 2024. These risks and uncertainties include, but are not limited to: downturns or volatility in general economic conditions; our ability to compete effectively, expand our market share and increase our net sales and profitability; our reliance on a limited number of third-party semiconductor wafer fabrication facilities and suppliers of other materials; any failure to adjust purchase commitments and inventory management based on changing market conditions or customer demand; shifts in our product mix, customer mix or channel mix, which could negatively impact our gross margin; the cyclical nature of the semiconductor industry, including the analog segment in which we compete; any downturn or disruption in the automotive market or industry; our ability to successfully integrate the acquisition of other companies or technologies and products into our business; our ability to compensate for decreases in average selling prices of our products and increases in input costs; our ability to manage any sustained yield problems or other delays at our third-party wafer fabrication facilities or in the final assembly and test of our products; our ability to accurately predict our quarterly net sales and operating results and meet the expectations of investors; our dependence on manufacturing operations in the Philippines; our reliance on distributors to generate sales; events beyond our control impacting us, our key suppliers or our manufacturing partners; our ability to develop new product features or new products in a timely and cost-effective manner; our ability to manage growth; any slowdown in

the growth of our end markets; the loss of one or more significant customers; our ability to meet customers' quality requirements; uncertainties related to the design win process and our ability to recover design and development expenses and to generate timely or sufficient net sales or margins; changes in government trade policies, including the imposition of export restrictions and tariffs; our exposures to warranty claims, product liability claims and product recalls; our dependence on international customers and operations; the availability of rebates, tax credits and other financial incentives on end-user demands for certain products; risks, liabilities, costs and obligations related to governmental regulations and other legal obligations, including export/trade control, privacy, data protection, information security, cybersecurity, consumer protection, environmental and occupational health and safety, antitrust, anti-corruption and anti-bribery, product safety, environmental protection, employment matters and tax; the volatility of currency exchange rates; our ability to raise capital to support our growth strategy; our indebtedness may limit our flexibility to operate our business; our ability to effectively manage our growth and to retain key and highly skilled personnel; our ability to protect our proprietary technology and inventions through patents or trade secrets; our ability to commercialize our products without infringing third-party intellectual property rights; disruptions or breaches of our information technology systems or confidential information or those of our third-party service providers; our principal stockholders has substantial control over us; anti-takeover provisions in our organizational documents and under the General Corporation Law of the State of Delaware; any failure to design, implement or maintain effective internal control over financial reporting; changes in tax rates or the adoption of new tax legislation; the negative impacts of sustained inflation on our business; the physical, transition and litigation risks presented by climate change; and other events beyond our control. Moreover, we operate in an evolving environment. New risk factors and uncertainties may emerge from time to time, and it is not possible for management to predict all risk factors and uncertainties.

You should read this Current Report on Form 8-K and the documents that we reference completely and with the understanding that our actual future results may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements. All forward-looking statements speak only as of the date of this Current Report on Form 8-K, and except as required by applicable law, we do not plan to publicly update or revise any forward-looking statements, whether as a result of any new information, future events, changed circumstances or otherwise.

This Current Report on Form 8-K (including Exhibit 99.1) contains certain non-GAAP financial measures as defined by the SEC rules. These non-GAAP financial measures are provided in addition to, and not as a substitute for or superior to measures of, financial performance prepared in accordance with GAAP. There are a number of limitations related to the use of these non-GAAP financial measures versus their nearest GAAP equivalents. For example, other companies may calculate non-GAAP financial measures differently or may use other measures to evaluate their performance, all of which could reduce the usefulness of the presented non-GAAP financial measures as tools for comparison.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Share Repurchase Agreement, dated as of July 23, 2024, between the Company and Sanken.
10.2	Second Amended and Restated Stockholders Agreement, dated as of July 23, 2024, between the Company and Sanken.
99.1	Preliminary Results for Quarter Ended June 28, 2024.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

SIGNATURES

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

ALLEGRO MICROSYSTEMS, INC.

Date: July 23, 2024

By: /s/ Derek P. D'Antilio
Derek P. D'Antilio
Executive Vice President, Chief Financial Officer and Treasurer

Exhibit 10.1

SHARE REPURCHASE AGREEMENT

This Share Repurchase Agreement (this "**Agreement**") is entered into as of July 23, 2024, between Allegro MicroSystems, Inc., a Delaware corporation (the "**Company**") and Sanken Electric Co., Ltd., a Japanese corporation ("**Seller**"). Capitalized terms used and not otherwise defined shall have the meanings ascribed to such terms in Section 15.

WHEREAS, as of June 28, 2024, there were outstanding 193,836,578 shares of common stock, $0.01 par value per share, of the Company ("**Common Shares**");

WHEREAS, as of the date hereof, Seller is the record and beneficial owner of 98,500,097 Common Shares, representing approximately 51% of the outstanding Common Shares as of June 28, 2024;

WHEREAS, Seller desires to sell to the Company, and the Company desires to purchase from Seller, 38,767,315 Common Shares (the "**Repurchased Shares**"), representing 20% of the outstanding Common Shares as of June 28, 2024 on the terms and conditions set forth herein;

WHEREAS, the audit committee (the "**Audit Committee**") of the board of directors of the Company (the "**Company Board**"), consisting solely of independent and disinterested directors of the Company Board, has evaluated the transactions contemplated by this Agreement and the related Financing Transactions (as defined below) pursuant to the Company's related person transaction policy and the Audit Committee's charter;

WHEREAS, the Audit Committee has unanimously (i) determined that this Agreement and the transactions contemplated hereby, including the First Repurchase (as defined below) and the Second Repurchase (as defined below), are advisable, fair to, and in the best interests of, the Company and the holders of Common Shares, and (ii) approved this Agreement, the execution and delivery by the Company of this Agreement, the performance by the Company of the covenants and agreements contained herein and the consummation of the First Repurchase and the Second Repurchase and the other transactions contemplated hereby and thereby upon the terms and subject to the conditions contained herein;

WHEREAS, the Company Board (acting upon the recommendation of the Audit Committee and without the vote of the interested members of the Board) has (i) determined that this Agreement and the transactions contemplated hereby, including the First Repurchase, the Second Repurchase and the related Financing Transactions are advisable, fair to, and in the best interests of, the Company and the holders of Common Shares, (ii) declared this Agreement and the transactions contemplated hereby and the related Financing Transactions advisable and (iii) approved this Agreement, the execution and delivery by the Company of this Agreement, the performance by the Company of the covenants and agreements contained herein and the consummation of the First Repurchase, the Second Repurchase and related Financing Transactions and the other transactions contemplated hereby and thereby upon the terms and subject to the conditions contained herein;

WHEREAS, in order to finance the purchase of a portion of the Repurchased Shares contemplated by this Agreement (the "**First Repurchase**"), the Company will conduct an underwritten offering of newly issued Common Shares (the "**Newly Issued Shares**") registered with the U.S. Securities and Exchange Commission (the "**Registered Equity Offering**") prior to the First Closing (as defined below);

WHEREAS, in order to finance the subsequent purchase of the remaining Repurchased Shares (the "**Second Repurchase**" and together with the First Repurchase, the "**Repurchase**"), the Company may incur incremental term loans under (and in accordance with the terms of) its existing credit facility (the "**Incremental Term Loans**" and, together with the Registered Equity Offering, the "**Financing Transactions**") prior to the Second Closing (as defined below); and

WHEREAS, concurrently with the execution of this Agreement, and as a condition and inducement of the willingness of the Company to enter into this Agreement, the Company and Seller have entered into the Second Amended and Restated Stockholders Agreement of the Company in the form attached hereto as Exhibit A (the "**Stockholders Agreement**"), and Seller has delivered a fully executed copy of the Stockholders Agreement to the Company, to be automatically effective as of and contingent upon the First Closing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Purchase and Sale of the Repurchased Shares. Upon the terms and subject to the conditions set forth in this Agreement:

(a) at the closing of the First Repurchase (the "**First Closing**"), the Company hereby agrees to purchase from Seller, and Seller hereby agrees to sell, convey, assign and transfer to the Company, all right, title and interest in and to the First Closing Repurchased Shares, free and clear of any Liens and any other limitations or restrictions; and

(b) at the closing of the Second Repurchase (the "**Second Closing**"), the Company hereby agrees to purchase from Seller, and Seller hereby agrees to sell, convey, assign and transfer to the Company, all right, title and interest in and to the Second Closing Repurchased Shares, free and clear of any Liens and any other limitations or restrictions.

2. Purchase Price.

(a) In consideration for the First Closing Repurchased Shares, at the First Closing, the Company shall deliver to Seller, in cash (in United States dollars), an aggregate amount (the "**First Closing Purchase Price**") equal to (x) the number of First Closing Repurchased Shares, *multiplied by* (y) the Net Public Offering Price Per Share. The "**Net Public Offering Price Per Share**" means (i) the initial offering price to the public per Newly Issued Share in the Registered Equity Offering as set forth on the cover page of the final prospectus supplement for the

Registered Equity Offering, *minus* (ii) the amount of the underwriting discount to the underwriters in the Registered Equity Offering per Newly Issued Share.

(b) In consideration for the Second Closing Repurchased Shares, the Company shall deliver to Seller, in cash (in United States dollars), an aggregate amount (the "**Second Closing Purchase Price**") equal to (x) the number of Second Closing Repurchased Shares, *multiplied by* (y) the Net Public Offering Price Per Share.

3. Transaction Costs and Expenses. Seller hereby agrees to bear (and to the extent requested by the Company and not netted pursuant to Section 4, promptly reimburse the Company for) all costs and expenses incurred and documented by the Company in connection with the transactions contemplated by this Agreement and the Financing Transactions, including the consideration, evaluation, negotiation and consummation of such transactions, and including the Facilitation Fee, commissions and discounts (to the extent not taken into account in the determination of the Net Public Offering Price Per Share), disbursements, costs and transaction expenses (collectively, "**Transaction Costs and Expenses**"). For the avoidance of doubt and without limitation, Transaction Costs and Expenses shall include all registration and filing fees, all printing costs, all fees and expenses of the Company's transfer agent, Computershare Trust Company, N.A. (the "**Transfer Agent**"), all sales, use, documentary, registration, transfer, deed taxes, conveyance fees, recording charges and similar taxes, fees and charges (including, all excise taxes (including under Section 4501 of the Code) imposed on or with respect to the Repurchase and the Financing Transactions (as reasonably determined by the Company)) and all fees and expenses of counsel, accountants, financial advisors or other professional advisors of the Company. In the event that any payment by Seller to the Company pursuant to this Section 3 is subject to any deduction or withholding of any tax, Seller agrees to pay such additional amounts to the Company as will result, after such deduction and withholding (including any deduction or withholding with respect to the payment of such additional amounts), in the receipt by the Company of such amounts as the Company would otherwise have been entitled to receive under this Section 3 in the absence of any such withholding or deduction.

4. Closing. The First Closing and the Second Closing shall take place at the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 or remotely by the exchange of signature pages for executed documents, as promptly as practicable (but no earlier than one Business Day, in the case of the First Closing, and no later than one Business Day, in the case of the Second Closing), in each case after satisfaction or, to the extent permissible, waiver by the party or parties entitled to the benefit of the conditions set forth in Section 10 applicable to such Closing (other than conditions that by their nature are to be satisfied at such Closing, but subject to the satisfaction or, to the extent permissible, waiver of those conditions at such Closing), or at such other time or place as the Company and Seller may agree in writing. The date on which the First Closing occurs is referred to as the "**First Closing Date**" and the date on which the Second Closing occurs is referred to as the "**Second Closing Date**".

(a) At the First Closing, Seller shall deliver to the Company:

(i) materials required to be delivered to effectuate the delivery by Seller on the systems of the Transfer Agent of the First Closing Repurchased Shares to the Company, which shall in no event include a requirement for a medallion signature guarantee;

(ii) the certificate required to be delivered pursuant to Section 10(a)(iv); and

(iii) a duly executed IRS Form W-8BEN-E for Seller.

(b) At the First Closing, the Company shall deliver to Seller:

(i) by wire transfer(s), to an account or accounts designated by Seller prior to the First Closing (the "**Seller Account**"), immediately available funds in United States dollars in an aggregate amount equal to the First Closing Purchase Price, net of Transaction Costs and Expenses (to the extent not previously reimbursed by Seller), as set forth on the First Closing Statement (as defined below); and

(ii) the certificate required to be delivered pursuant to Section 10(b)(v).

(c) At the Second Closing, Seller shall deliver to the Company:

(i) materials required to be delivered to effectuate the delivery by Seller on the systems of the Transfer Agent of the Second Closing Repurchased Shares to the Company, which shall in no event include a requirement for a medallion signature guarantee; and

(ii) the certificate required to be delivered pursuant to Section 10(c)(v).

(d) At the Second Closing, the Company shall deliver to Seller:

(i) by wire transfer(s), to the Seller Account, immediately available funds in United States dollars in an aggregate amount equal to the Second Closing Purchase Price, net of Transaction Costs and Expenses (to the extent not previously reimbursed by Seller or netted against the First Closing Purchase Price pursuant to Section 4(b)(i)), as set forth on the Second Closing Statement (as defined below); and

(ii) the certificate required to be delivered pursuant to Section 10(d)(iv).

5. Closing Statements.

(a) Schedule I sets forth an illustrative calculation of the First Closing Purchase Price, the Second Closing Purchase Price and Transaction Costs and

Expenses (the "**Sample Closing Statement**"). For the avoidance of doubt, the parties acknowledge and agree that the Sample Closing Statement is illustrative only, provided as an example only and any dollar amounts or calculations included in the Sample Closing Statement are not final or binding.

(b) At least one business day prior to the First Closing, the Company shall provide Seller with a statement, in a format consistent with the Sample Closing Statement, setting forth the Company's determination of the First Closing Purchase Price and the Transaction Costs and Expenses to be netted against the First Closing Purchase Price (the "**Draft First Closing Statement**"), which Draft First Closing Statement shall be further updated and provided by the Company to Seller when the Net Public Offering Price Per Share is available (the "**First Closing Statement**").

(c) At least one business day prior to the Second Closing, the Company shall provide Seller with a statement, in a format consistent with the Sample Closing Statement, setting forth the Company's determination of the Second Closing Purchase Price and Transaction Costs and Expenses to be netted against the Second Closing Purchase Price (the "**Second Closing Statement**").

6. Representations and Warranties of Seller. Seller hereby represents and warrants to the Company as of the date hereof, as of the First Closing Date and as of the Second Closing Date as follows:

(a) Organization and Qualification. Seller is an entity duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. Seller has all requisite corporate or other organizational power and authority to conduct its business as presently conducted and, except as would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Seller's ability to perform its obligations hereunder or under any Transaction Document, is qualified to do business and is in good standing as a foreign corporation or other legal entity in each jurisdiction where the conduct of its business requires such qualification.

(b) Authorization. The execution, delivery and performance by Seller of this Agreement and each other Transaction Document and the consummation of the transactions contemplated hereby and thereby are within Seller's corporate powers and have been duly authorized by all necessary corporate or other organizational action on the part of Seller. This Agreement has been duly executed and delivered by Seller and each other Transaction Document will be duly executed and delivered by Seller. This Agreement constitutes the valid and legally binding obligation of Seller, and in the case of each other Transaction Document, will constitute the valid and legally binding obligation of Seller, in each case enforceable against Seller in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditors' rights generally and general principles of equity (the "**Enforceability Exceptions**"). No other organizational act or proceeding on the

part of Seller is necessary to authorize this Agreement or any Transaction Document to be executed, delivered and performed by Seller or the consummation of the transactions contemplated hereby and thereby.

(c) Ownership of Repurchased Shares. The Repurchased Shares are duly authorized and validly issued, and Seller is the sole record holder and sole beneficial owner of, and has good and marketable title to, the Repurchased Shares, free and clear of any Lien or any other limitation or restriction (including any restriction on the right to vote (other than the Stockholders Agreement), sell or otherwise dispose of the Repurchased Shares), and Seller will transfer and deliver to the Company at the applicable Closing valid title to the First Closing Repurchased Shares or Second Closing Repurchase Shares, as applicable, free and clear of any Lien or any other limitation or restriction. None of the First Closing Repurchased Shares or Second Closing Repurchase Shares, as applicable, are subject to any proxy, voting trust or other agreement (other than the Stockholders Agreement) or arrangement with respect to the voting of such First Closing Repurchased Shares or Second Closing Repurchase Shares, as applicable.

(d) Noncontravention. Neither the execution, delivery and performance by Seller of this Agreement or each other Transaction Document, nor the consummation by Seller of the transactions contemplated hereby or thereby will, or would reasonably be expected to (i) conflict with or result in any breach, violation or infringement of any provision of the respective articles of incorporation or bylaws (or similar governing documents) of Seller, (ii) conflict with, result in a breach of or constitute (with or without due notice or lapse of time or both) a default (or give rise to the creation of any Lien or any right of termination, amendment, cancellation or acceleration) under any contract, indenture, lease, sublease, loan agreement or other agreement to which Seller is a party or by which any of Seller's assets are bound, (iii) violate any Applicable Law or (iv) result in the creation or imposition of any Lien upon the Repurchased Shares, except, in the case of clause (ii) or clause (iii), as would not reasonably be excepted to have, individually or in the aggregate, a material adverse effect on Seller's ability to perform its obligations hereunder or under any Transaction Document.

(e) Litigation. To Seller's knowledge, there is no action, suit, proceeding or investigation pending, or threatened, against Seller which (i) questions the validity of this Agreement, any Transaction Document or the right of Seller to enter into this Agreement or any Transaction Document or (ii) may, either individually or the aggregate, have a material adverse effect on Seller's ability to perform its obligations hereunder or under any Transaction Document.

7. Representations and Warranties of the Company. The Company hereby represents and warrants to Seller as of the date hereof, as of the First Closing Date and as of the Second Closing Date as follows:

(a) Organization and Qualification. The Company is an entity duly organized, validly existing and in good standing under the laws of its jurisdiction

of organization. The Company has all requisite corporate or other organizational power and authority to conduct its business as presently conducted and, except as would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Company's ability to perform its obligations hereunder or under any Transaction Document, is qualified to do business and is in good standing as a foreign corporation or other legal entity in each jurisdiction where the conduct of its business requires such qualification.

(b) Authorization. The execution, delivery and performance by the Company of this Agreement and each other Transaction Document and the consummation of the transactions contemplated hereby and thereby are within the Company's corporate powers and have been duly authorized by all necessary corporate or other organizational action on the part of the Company. This Agreement has been duly executed and delivered by the Company, and each other Transaction Document will be duly executed and delivered by the Company. This Agreement constitutes the valid and legally binding obligation of the Company, and in the case of each other Transaction Document, will constitute the valid and legally binding obligation of the Company, enforceable against it in accordance with its terms, subject to the Enforceability Exceptions. No other organizational act or proceeding on the part of the Company is necessary to authorize this Agreement or any Transaction Document to be executed, delivered and performed by the Company or the consummation of the transactions contemplated hereby and thereby.

(c) Noncontravention. Neither the execution, delivery and performance by the Company of this Agreement or each other Transaction Document, nor the consummation by the Company of the transactions contemplated hereby or thereby will, or would reasonably be expected to (i) conflict with or result in any breach, violation or infringement of any provision of the respective articles of incorporation or bylaws (or similar governing documents) of the Company or (ii) violate any Applicable Law, except, in the case of clause (ii), as would not reasonably be excepted to have, individually or in the aggregate, a material adverse effect on the Company's ability to perform its obligations hereunder or under any Transaction Document.

(d) Litigation. To the Company's knowledge, there is no action, suit, proceeding or investigation pending, or threatened, against the Company which (i) questions the validity of this Agreement, any Transaction Document or the right of the Company to enter into this Agreement or any Transaction Document or (ii) may, either individually or the aggregate, have a material adverse effect on the Company's ability to perform its obligations hereunder or under any Transaction Document.

8. Lockup. Seller agrees that, without the prior written consent of the Company, Seller will not, from the date of this Agreement until the date that is fourteen (14) months following the First Closing Date (the "**Lock- up Period**"), directly or indirectly, offer, sell, contract to sell, pledge, grant any option to purchase, lend or otherwise transfer or dispose

of, or publicly disclose the intention to make any offer, sale, pledge or disposition of any Common Shares, or any options or warrants to purchase any Common Shares, or any securities convertible into, exchangeable for, or that represent the right to receive, Common Shares, engage in any hedging or other transaction or arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or other derivative transaction or instrument) which is designed to or which could reasonably be expected to lead to or result in a sale, loan, pledge or other disposition or transfer of all or a portion of the economic consequences of ownership of the Common Shares or any securities convertible into or exercisable or exchangeable for Common Shares, in each case other than (i) the Repurchased Shares to be sold hereunder solely to the Company; (ii) any other Common Shares that may be sold by Seller solely to the Company; (iii) Common Shares transferred to another corporation, partnership, limited liability company, trust or other business entity that is a direct or indirect controlled affiliate (as defined under Rule 12b-2 of the Exchange Act) of Seller; provided that Seller shall cause any such controlled affiliate that obtains any Common Shares to be bound by the terms of this Agreement to the fullest extent as if such controlled affiliate were Seller hereunder; and (iv) Seller may enter into a written plan meeting the requirements of Rule 10b5-l under the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder, for the transfer of Common Shares that does not in any case provide for the transfer of Common Shares during the Lock-up Period; provided that any voluntary or required public filing, report or disclosure regarding such Rule 10b5-1 Plan shall include a statement to the effect that no transfers may be made pursuant to such trading plan during the Lock-Up Period.

9. Seller Waiver. Seller hereby waives, and agrees to refrain from exercising, any and all rights Seller may have through the Second Closing Date under the Amended and Restated Registration Rights Agreement, dated as of November 2, 2020, by and among the Company, Seller and OEP SKNA, L.P.

10. Conditions to Closing.

(a) Conditions to Obligations of the Company (First Closing). The obligations of the Company to consummate the First Closing are subject to the satisfaction, or waiver by the Company, of the following conditions:

(i) the Registered Equity Offering shall have been consummated;

(ii) the representations and warranties of Seller set forth in Section 6 shall be true and correct in all material respects as of the date hereof and as of the First Closing Date, as if made at and as of such date, except (A) with respect to representations and warranties which speak as to an earlier date, which representations and warranties shall be true and correct in all material respects at and as of such date, and (B) where the failure of such representations and warranties to be true and correct would not reasonably be expected, individually or in the aggregate, to materially impair Seller's ability to perform or comply with its obligations under this

Agreement or consummate the transactions contemplated hereby; *provided*, that the representations and warranties set forth in Section 6(c) shall be true and correct in all respects;

(iii) the covenants and agreements of Seller to be performed on or before the First Closing Date in accordance with this Agreement shall have been performed in all material respects; and

(iv) the Company shall have received a certificate, dated as of the First Closing Date and signed on behalf of Seller by an executive officer of Seller, stating that the conditions specified in Section 10(a)(ii) and Section 10(a)(iii) have been satisfied.

(b) Conditions to Obligations of Seller (First Closing). The obligations of Seller to consummate the First Closing are subject to the satisfaction, or waiver by Seller, of the following conditions:

(i) the Registered Equity Offering shall have been consummated;

(ii) Seller's ownership of 98,500,097 Common Shares represents less than 50% of the outstanding Common Shares on the date of the First Closing;

(iii) the representations and warranties of the Company set forth in Section 7 shall be true and correct in all material respects as of the date hereof and as of the First Closing Date, as if made at and as of such date, except (A) with respect to representations and warranties which speak as to an earlier date, which representations and warranties shall be true and correct in all material respects at and as of such date, and (B) where the failure of such representations and warranties to be true and correct would not reasonably be expected, individually or in the aggregate, to materially impair the Company's ability to perform or comply with its obligations under this Agreement or consummate the transactions contemplated hereby;

(iv) the covenants and agreements of the Company to be performed on or before the First Closing Date in accordance with this Agreement shall have been performed in all material respects; and

(v) Seller shall have received a certificate, dated as of the First Closing Date and signed on behalf of the Company by an executive officer of the Company, stating that the conditions specified in Sections 10(b)(i)-(iv) have been satisfied.

(c) Conditions to Obligations of the Company (Second Closing). The obligations of the Company to consummate the Second Closing are subject to the satisfaction, or waiver by the Company, of the following conditions:

(i) the First Closing shall have been consummated;

(ii) the Incremental Term Loans shall have been consummated and shall have raised net proceeds of no less than $300,000,000;

(iii) the representations and warranties of Seller set forth in Section 6 shall be true and correct in all material respects as of the date hereof and as of the Second Closing Date, as if made at and as of such date, except (A) with respect to representations and warranties which speak as to an earlier date, which representations and warranties shall be true and correct in all material respects at and as of such date, and (B) where the failure of such representations and warranties to be true and correct would not reasonably be expected, individually or in the aggregate, to materially impair Seller's ability to perform or comply with its obligations under this Agreement or consummate the transactions contemplated hereby; *provided* that the representations and warranties set forth in Section 6(c) shall be true and correct in all respects;

(iv) the covenants and agreements of Seller to be performed on or before the Second Closing Date in accordance with this Agreement shall have been performed in all material respects; and

(v) the Company shall have received a certificate, dated as of the Second Closing Date and signed on behalf of Seller by an executive officer of Seller, stating that the conditions specified in Section 10(c)(iii) and Section 10(c)(iv) have been satisfied.

(d) Conditions to Obligations of Seller (Second Closing). The obligations of Seller to consummate the Second Closing are subject to the satisfaction, or waiver by Seller, of the following conditions:

(i) the First Closing shall have been consummated;

(ii) the representations and warranties of the Company set forth in Section 7 shall be true and correct in all material respects as of the date hereof and as of the Second Closing Date, as if made at and as of such date, except (A) with respect to representations and warranties which speak as to an earlier date, which representations and warranties shall be true and correct in all material respects at and as of such date, and (B) where the failure of such representations and warranties to be true and correct would not reasonably be expected, individually or in the aggregate, to materially impair the Company's ability to perform or comply with its obligations under this Agreement or consummate the transactions contemplated hereby;

(iii) the covenants and agreements of the Company to be performed on or before the Second Closing Date in accordance with this Agreement shall have been performed in all material respects; and

(iv) Seller shall have received a certificate, dated as of the Second Closing Date and signed on behalf of the Company by an executive officer of the Company, stating that the conditions specified in Section 10(d)(ii) and Section 10(d)(iii) have been satisfied.

11. Termination.

(a) This Agreement may be terminated at any time by mutual written agreement of the Company and Seller;

(b) Seller may terminate this Agreement by giving written notice to the Company before the completion of the First Closing or the Second Closing if the conditions under Section 10(b) or 10(d), as applicable, are not satisfied by September 30, 2024 and Seller has not waived such condition(s) in writing; and

(c) the Company may terminate this Agreement by giving written notice to the Seller before the completion of the First Closing or the Second Closing if the conditions under Section 10(a) or 10(c), as applicable, are not satisfied by September 30, 2024 and the Company has not waived such condition(s) in writing.

12. Effect of Termination. Subject to this Section 12, in the event of any termination of this Agreement pursuant to Section 11, this Agreement shall be terminated, and there shall be no further liability or obligation hereunder on the part of any party hereto; *provided* that nothing contained in this Agreement will relieve any party from liability for any breach of any of its representations, warranties, covenants or agreements set forth in this Agreement; *provided*, *further*, that if the First Closing has been consummated, (i) the First Closing shall remain consummated and there shall be no obligation hereunder on the part of any party hereto to unwind the First Closing or otherwise modify the First Repurchase, (ii) Section 8 shall survive such termination and shall remain in effect and (iii) for the avoidance of doubt, there shall be no further obligation of any party hereunder with respect to consummating the Second Closing.

13. Certain Tax Matters.

(a) Intended U.S. Tax Treatment. The parties acknowledge and agree that, for U.S. federal income tax purposes and assuming compliance by Seller with Section 13(b), (i) the Repurchase is intended to constitute a distribution in full payment in exchange for the Repurchased Shares within the meaning of Section 302(a) of the Code (a "**Redemption Distribution**"), and not as a distribution of property to which Section 301 of the Code applies pursuant to Section 302(d) of the Code, and (ii) regardless of whether the Transaction Costs and Expenses are netted against the amount paid by the Company to Seller pursuant to Section 4(b) or Section 4(d) or are separately reimbursed by Seller pursuant to Section 3, the Transaction Costs and Expenses shall be treated as taken into account in the determination of, and to the extent reimbursed by Seller, treated as adjustments to, the aggregate amount paid by the Company to Seller as a Redemption Distribution, and not as a reimbursement or any other type of payment ((i) and (ii) collectively,

the "**U.S. Intended Tax Treatment**"). The parties agree to file all U.S. federal, state and local tax returns in a manner consistent with the U.S. Intended Tax Treatment and, unless otherwise required by a final determination, will not take any position inconsistent with the U.S. Intended Tax Treatment for any U.S. federal, state or local tax purposes.

(b) Seller U.S. Tax Certificate. Seller agrees that, prior to the First Closing, it shall provide to the Company a certificate, signed by an authorized officer of Seller and reasonably satisfactory to the Company, establishing that the Repurchase will qualify as a "substantially disproportionate" redemption distribution within the meaning of Section 302(b)(2) of the Code.

(c) Tax Withholding. The Company shall be entitled to deduct and withhold from any amounts payable to Seller hereunder any taxes that the Company is required to so deduct and withhold under Applicable Law; provided that, notwithstanding the foregoing, the Company agrees that, in accordance with the Intended U.S. Tax Treatment and assuming full compliance by Seller with Section 13(b) and delivery by Seller of a W-8BEN-E as required by Section 4(a), it will not withhold any U.S. dividend withholding tax with respect to the Repurchase. The parties agree to use commercially reasonable efforts to cooperate to reduce or eliminate any required deduction or withholding of tax. Any amount so deducted and withheld by the Company shall be treated for all purposes of this Agreement as having been paid to Seller. Seller agrees to indemnify and hold harmless the Company on demand for all taxes (including any interest and penalties and including any U.S. dividend withholding tax) which any taxing authority asserts or determines that the Company was required by Applicable Law to withhold from any payment to Seller but did not in fact withhold.

14. Miscellaneous.

(a) Survival. Except as set forth in Section 12, all covenants, representations and warranties made by the parties herein, or in any instrument or other writing provided for herein, shall survive the execution and delivery of this Agreement, the First Closing, the Second Closing and the delivery of the Repurchased Shares to the Company.

(b) Notices. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission and electronic mail ("**e-mail**") transmission, so long as a receipt of such e-mail is requested and received) and shall be given:

If to the Company:

Allegro MicroSystems, Inc.
955 Perimeter Road
Manchester, New Hampshire, 03103
Attn: Vineet Nargolwala; Sharon Briansky

Email: [***]

With a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attn: Thomas J. Malone; Michael Davis
Email: [***]

If to Seller:

Sanken Electric Co., Ltd.
3-6-3 Kitano Niiza-Shi Saitama, 352-8666 JAPAN
Attn: Katsumi Kawashima; Masanobu Todoroki
Email: [***]

With a copy to:

Jones Day
1755 Embarcadero Road
Palo Alto, CA 94303
Attn: Jeremy Cleveland
Email: [***]

(c) Successors and Assigns; No Third-Party Beneficiaries. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors; *provided* that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other party hereto. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any Person other than the parties hereto and their respective successors and assigns.

(d) Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflict of law principles thereof. All judicial proceedings brought against any party arising out of or relating to this Agreement, or any obligations hereunder, shall be brought in any state or federal court having jurisdiction in the State of Delaware.

(e) Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, EACH TRANSACTION DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

(f) Entire Agreement; Amendment. This Agreement and each Transaction Document constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(g) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(h) Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by all of the other parties hereto. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

(i) Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Any party seeking an injunction or injunctions to prevent breaches or threatened breaches of this Agreement or to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with such order or injunction.

(j) Public Announcements. Other than in connection with the Financing Transactions, the parties hereto agree to consult with each other before issuing any press release or making any public statement with respect to this Agreement or the transactions contemplated hereby and, except for any press releases and public statements the making of which may be required by Applicable Law or any listing agreement with any national securities exchange, will not issue any such press release or make any such public statement prior to such consultation. The parties hereto agree that the initial press release to be issued with respect to the execution of this Agreement shall be in the form agreed to in advance by the Company and Seller.

15. Definitions.

"**Applicable Law**" means, with respect to any Person, any transnational, domestic or foreign federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, as amended unless expressly specified otherwise.

"**Business Day**" means a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by Applicable Law to close.

"**Closing**" means each of the First Closing and the Second Closing.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Facilitation Fee**" means $35,000,000.

"**First Closing Repurchased Shares**" means a number of Common Shares equal to (i) the net proceeds to the Company from the Registered Equity Offering, *divided by* (ii) the Net Public Offering Price Per Share, which number of Common Shares shall be designated in writing by the Company to Seller prior to the First Closing.

"**Governmental Authority**" means any transnational, domestic or foreign federal, state or local governmental, regulatory or administrative authority, department, court, agency or official, including any political subdivision thereof.

"**Lien**" means any mortgage, lien, pledge, charge, security interest, licenses, restrictions on transfer (other than restrictions on transfer arising under applicable securities laws), encumbrance or other adverse claim of any kind in respect of such property or asset. For the purposes of this Agreement, a Person shall be deemed to own subject to a Lien any property or asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such property or asset.

"**Person**" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a Governmental Authority.

"**Second Closing Repurchased Shares**" means the number of Common Shares equal to (i) the Repurchased Shares *minus* (ii) the First Closing Repurchased Shares.

"**Transaction Documents**" means this Agreement, the Stockholders Agreement and any other agreement, deed of transfer or certificate entered into or delivered in connection with the consummation of the transactions contemplated by this Agreement.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement as of the date first above written.

ALLEGRO MICROSYSTEMS, INC.

By: /s/ Vineet Nargolwala
Name: Vineet Nargolwala
Title: President and Chief Executive Officer

SANKEN ELECTRIC CO., LTD.

By: /s/ Hiroshi Takahashi
Name: Hiroshi Takahashi
Title: Representative Director, President

[Signature Pages to Share Repurchase Agreement]

Exhibit 10.2

SECOND AMENDED AND RESTATED

STOCKHOLDERS AGREEMENT OF ALLEGRO MICROSYSTEMS, INC.

This **SECOND AMENDED AND RESTATED STOCKHOLDERS AGREEMENT** (as it may be amended, amended and restated or otherwise modified from time to time in accordance with the terms hereof, this "Agreement") is entered into by and between Allegro MicroSystems, Inc., a Delaware corporation (the "Corporation"), and Sanken Electric Co., Ltd., a Japanese corporation ("Sanken"), as of July 23, 2024, to become effective as of July 29, 2024. Certain terms used in this Agreement are defined in Section 9.

RECITALS

WHEREAS, Sanken, OEP SKNA, L.P., a Cayman Islands exempted limited partnership ("OEP") and the Corporation entered into that certain Stockholders Agreement dated as of September 30, 2020 (the "Original Agreement");

WHEREAS, the Original Agreement was amended and restated in its entirety pursuant to Section 13 thereof by that certain Amended and Restated Stockholders Agreement, by and among Sanken, OEP and the Corporation, dated as of June 16, 2022 (the "First A&R Agreement");

WHEREAS, pursuant to Section 13 of the First A&R Agreement, the First A&R Agreement may be amended if such amendment is approved by means of a written instrument executed on behalf of each of Sanken, OEP and the Corporation;

WHEREAS, pursuant to Section 13 of the First A&R Agreement, OEP has delivered to the Corporation and Sanken an executed waiver acknowledging and waiving any objection to the amendment, modification, alteration or supplementation of the First A&R Agreement without OEP's express written consent; and

WHEREAS, Sanken and the Corporation deem it desirable to amend and restate the First A&R Agreement in its entirety on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the recitals and the mutual premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the First A&R Agreement is amended and restated in its entirety as follows:

AGREEMENT

Section 1. Election of the Board of Directors.

(a) Subject to the other provisions of this Section 1, from and after the date hereof, the number of Directors constituting the full Board shall be fixed at eleven (11); *provided* that, upon a Decrease in Designation Rights (as defined below), the Board may fix the number of directors constituting the full Board by one or more resolutions of the Board adopted from time to time.

(b) Subject to this Section 1(b), for so long as Sanken and its Affiliates beneficially owns, directly or indirectly, in the aggregate at least twenty percent (20%) or more of all issued and outstanding shares of common stock, par value $0.01 per share, of the Corporation ("Common Stock"), Sanken shall be entitled to designate for nomination by the Board in any applicable election that number of individuals, which, assuming all such individuals are successfully elected to the Board, when taken together with any incumbent Sanken Director(s) not standing for election in such year, would result in there being two (2) Sanken Directors on the Board. Subject to this Section 1(b), for so long as (x) Sanken and its Affiliates beneficially owns, directly or indirectly, in the aggregate at least ten percent (10%) or more, but less than twenty percent (20%), of all issued and outstanding shares of Common Stock and (y) there is no incumbent Sanken Director on the Board or there is an incumbent Sanken Director on the Board but such Director is not standing for election in such year, Sanken shall be entitled to designate for nomination by the Board in any applicable election one (1) individual. For the avoidance of doubt, if Sanken and its Affiliates cease to beneficially own, directly or indirectly, in the aggregate at least ten percent (10%) of all issued and outstanding shares of Common Stock, Sanken shall not be entitled to designate any Director for nomination by the Board. Subject to this Section 1(b), in addition to the foregoing designation rights, for so long as Sanken and its Affiliates beneficially owns, directly or indirectly, in the aggregate at least ten percent

(10%) or more of all issued and outstanding shares of Common Stock, Sanken shall be entitled to designate one (1) representative of Sanken, the identity of whom is reasonably acceptable to the Corporation, to attend meetings of the Board in the capacity of observer (the "Sanken Observer"); *provided*, *however*, that the Corporation reserves the right to exclude the Sanken Observer from access to any information or meeting or portion thereof if the Corporation believes that such exclusion is reasonably necessary or advisable (A) to prevent the disclosure of trade secrets or competitively sensitive information to third parties, (B) to prevent the violation of applicable law or any contractual or other obligation of confidentiality owing to a third party, (C) to preserve the protection of an attorney-client privilege, attorney work product protection or other legal privilege, (D) to prevent the exposure of the Corporation to risk of liability for disclosure of personal information and (E) in light of any actual or potential conflicts of interest. For the avoidance of doubt, if Sanken and its Affiliates cease to beneficially own, directly or indirectly, in the aggregate at least ten percent (10%) of all issued and outstanding shares of Common Stock, Sanken shall not be entitled to designate the Sanken Observer. The Sanken Directors (if more than one (1)) shall be apportioned among the three (3) classes of Directors as nearly equal in number as possible. The Sanken Directors as of the date of this Agreement shall be Katsumi Kawashima (as a Class I Director) and Richard R. Lury (as a Class III Director) (collectively, the "Pre-Approved Sanken Directors"), and the Sanken Observer as of the date of this Agreement shall be Kojiro Hatano. Notwithstanding anything herein to the contrary, Sanken shall not nominate any individual pursuant to the first two sentences of this Section 1(b) other than the Pre-Approved Sanken Directors without first consulting with the Corporation and then receiving the Corporation's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed).

(c) The Nominating and Corporate Governance Committee shall be entitled to designate for nomination by the Board in any applicable election that number of individuals, which, assuming all such individuals are successfully elected to the Board, when taken together with any incumbent Nom/Gov Director(s) not standing for election in such year, would result in there being (x) eight (8) Nom/Gov Directors on the Board in total and (y) at least six (6) of the total Nom/Gov Directors on the Board meeting the Independence Requirements. The Nom/Gov Directors shall be apportioned among the three (3) classes of Directors as nearly equal in number as possible. The Nom/Gov Directors as of the date of this Agreement shall be Joseph Martin (as a Class I Director), Mary Puma (as a Class I Director), Yoshihiro Suzuki (as a Class II Director), Paul Carl Schorr IV (as a Class II Director), David Aldrich (as a Class II Director), Susan Lynch (as a Class III Director), and Jennie Raubacher (as a Class III Director). For the avoidance of doubt, there shall be one (1) vacancy of a Nom/Gov Director as of the date of this Agreement.

(d) Unless Sanken and the Nominating and Corporate Governance Committee otherwise mutually agree, the then-current Chief Executive Officer of the Corporation shall be designated for nomination by the Board in any applicable election (unless the class of Directors in which such individual then-sits is not then-standing for election) (the "CEO Director"). The CEO Director shall be a Class I Director.

(e) The Chairperson of the Board shall be appointed as Chairperson (or removed from the Chairperson position) by the Board from time to time only upon the recommendation of the Nominating and Corporate Governance Committee. Yoshihiro Suzuki shall serve as the Chairperson of the Board until his current term as a Class II Director shall expire.

(f) Subject to the other provisions of this Section 1, Sanken hereby agrees to vote, or cause to be voted, all outstanding shares of Common Stock held by Sanken at any annual or special meeting of stockholders of the Corporation at which Directors of the Corporation are to be elected or removed, or to take all Necessary Action to cause the election, removal or replacement (or vacancy filling) of the Sanken Directors and Nom/Gov Directors as and to the extent provided in this Section 1 and Section 2.

Section 2. Vacancies and Replacements.

(a) If the number of Directors that Sanken has the right to designate to the Board is decreased pursuant to Section 1(b) (each such occurrence, a "Decrease in Designation Rights"), then:

(i) Sanken shall use its reasonable best efforts to cause each of the Sanken Directors that Sanken ceases to have the right to designate to serve as a Sanken Director to offer to tender his, her or their resignation(s), and each of such Directors so tendering a resignation, as applicable, shall resign within thirty (30) days from the date that Sanken incurs a Decrease in Designation Rights. In the event any such Director, as applicable, does not resign as a Director by such time as is required by the foregoing, Sanken, as a holder of Common Stock, the Corporation and the Board, to the fullest extent permitted by law and, with respect to the Board, subject to its fiduciary duties to the Corporation's stockholders, shall thereafter

take all Necessary Action, including voting in accordance with Section 1(f), to cause the removal of such individual as a Director; and

(ii) the vacancy or vacancies created by such resignation(s) and/or removal(s) shall be filled with one or more Directors, as applicable, designated by the Board upon the recommendation of the Nominating and Corporate Governance Committee, so long as it is established.

(b) Sanken shall have the sole right to request that one or more of its designated Directors tender their resignations as Directors of the Board, with or without cause at any time, by sending a written notice to such Director and the Corporation's Secretary stating the name of the Director or Directors whose resignation from the Board is requested (the "Removal Notice"); *provided*, *however*, that Sanken shall not be permitted to deliver a Removal Notice in respect of a Sanken Director, or to otherwise cause or request the removal or resignation of a Sanken Director, without the prior written consent of the Nominating and Corporate Governance Committee (not to be unreasonably withheld, conditioned or delayed). If the Director subject to such Removal Notice does not resign within thirty (30) days from receipt thereof by such Director, Sanken, as a holder of Common Stock, the Corporation and the Board, to the fullest extent permitted by law and, with respect to the Board, subject to its fiduciary duties to the Corporation's stockholders, shall thereafter take all Necessary Action, including voting in accordance with Section 1(f), to cause the removal of such Director from the Board (and such Director shall only be removed by the parties to this Agreement in such manner as provided herein).

(c) Each of Sanken and the Nominating and Corporate Governance Committee, as applicable, shall have the exclusive right to designate a replacement Director for nomination or election by the Board to fill vacancies created as a result of not designating their respective Directors initially or by death, disability, retirement, resignation or removal (with or without cause) of their respective Directors, or otherwise by designating a successor for nomination or election by the Board to fill the vacancy of their respective Directors created thereby on the terms and subject to the conditions of Section 1; *provided*, *however*, that Sanken shall not have the right to designate any such replacement as a Sanken Director other than a Pre-Approved Sanken Director without the prior written consent of the Nominating and Corporate Governance Committee (which consent shall not be unreasonably withheld, conditioned or delayed).

Section 3. Board Committees.

For so long as Sanken has the right to designate any Sanken Director pursuant to Section 1 above, it shall have the right to designate at least one (1) Director to any committee of the Board, unless otherwise prohibited pursuant to any law or stock exchange rules (including in respect of the audit committee of the Board); *provided* that any such designee shall not serve as Chairperson of any committee of the Board.

Section 4. [Intentionally Omitted].

Section 5. Certain Covenants of the Corporation and Sanken.

(a) The Corporation agrees to take all Necessary Action to (i) cause the Board to be comprised of at least that number of Directors contemplated by Section 1(a) from time to time, or such other number of Directors as the Board may determine, subject to the terms of this Agreement, the Charter or the Bylaws of the Corporation; (ii) cause the individuals designated in accordance with Section 1 to be included in the slate of nominees to be elected to the Board at the next annual or special meeting of stockholders of the Corporation at which Directors are to be elected, in accordance with the Bylaws, Charter and General Corporation Law of the State of Delaware and at each annual meeting of stockholders of the Corporation thereafter at which such Director's term expires; and (iii) cause the individuals designated in accordance with Section 2(c) to fill the applicable vacancies on the Board, in accordance with the Bylaws, Charter, Securities Laws, General Corporation Law of the State of Delaware and the NASDAQ rules.

(b) Sanken shall comply with the requirements of the Charter and Bylaws when designating and nominating individuals as Directors, in each case, to the extent such requirements are applicable to Directors generally. Notwithstanding anything to the contrary set forth herein, in the event that the Board determines, within sixty (60) days after compliance with the first sentence of this Section 5(b), in good faith, after consultation with outside legal counsel, that its nomination, appointment or election of a particular Director designated in accordance with Section 1 or Section 2, as applicable, would constitute a breach of its fiduciary duties to the Corporation's stockholders or does not otherwise comply with any requirements of the Charter or Bylaws, then the Board shall inform Sanken of such determination in writing and explain in reasonable detail the basis for such determination

and shall, to the fullest extent permitted by law, nominate, appoint or elect another individual designated for nomination, election or appointment to the Board by Sanken (subject in each case to this Section 5(b)). The Board and the Corporation shall, to the fullest extent permitted by law, take all Necessary Action required by this Section 5 with respect to the election of such substitute designees to the Board.

(c) In the event the Board recommends that its stockholders vote in favor of any matter that the Board has determined in good faith (after reasonable consultation with such Persons as the Board deems appropriate (including the Corporation's or the Board's legal and financial advisors, as applicable), and following any deliberations of the Board that the Board determines are necessary or appropriate to consider the matter) to be advisable and in the best interests of its stockholders, then, if requested by the Nominating and Corporate Governance Committee, Sanken hereby agrees to vote all outstanding shares of Common Stock held thereby (i) in favor of such matter and any other matter that the Board has determined is necessary or appropriate in connection with such matter and (ii) against and in opposition to any matter that would reasonably be expected to oppose, impede, frustrate, prevent or nullify such matter.

(d) Subject to this Section 5(d), in the event that Sanken desires to sell or transfer, directly or indirectly, a portion of its shares of Common Stock (the "Offered Shares") to any other Person(s), it shall, (i) subject to any applicable confidentiality restrictions imposed on Sanken by law, contract or otherwise, use commercially reasonable efforts to discuss any such possible sale or transfer, including such sale or transfer to any of its controlled Affiliates in accordance with Section 12, with the Corporation, so that the Corporation can consider in good faith any potential commercial or other matters that may result from such potential sale or transfer and (ii) other than sales or transfers of the Offered Shares to controlled Affiliates (subject to complying with Section 12) or pursuant to an underwriter-led widely distributed public offering, first offer to sell the Offered Shares to the Corporation in writing (the "ROFR Notice") indicating the identity of such unaffiliated third party and the cash price that the third party proposes to be paid (the "Offer Price") for the Offered Shares (the "ROFR Offer"). The Corporation may accept or reject the ROFR Offer in whole but not in part, in its sole discretion, at a cash price equal to the Offer Price, by delivering a written notice of such acceptance or rejection, as the case may be, to Sanken within five (5) Business Days after receipt of the ROFR Notice. Upon receipt of a notice of acceptance, Sanken will be bound to (and, as applicable, to require its Affiliates to) sell the Offered Shares to the Corporation at the Offer Price set forth in the ROFR Notice. If the Corporation accepts the ROFR Offer within the five (5) Business Day period, then the parties shall (and, as applicable, require its Affiliates to) consummate the purchase and sale of the Offered Shares at the Offer Price set forth in the ROFR Notice as soon as reasonably practicable. Upon the earlier to occur of (i) the Corporation delivering a written notice of rejection to Sanken or (ii) the expiration of the initial five (5) Business Day period without the Corporation electing to accept or reject the ROFR Offer, Sanken shall have a ninety (90) day period during which to effect a sale or transfer to the unaffiliated third party the Offered Shares at a price equal to or greater than the Offer Price set forth in the ROFR Notice. If Sanken does not consummate the sale or transfer of the Offered Shares in accordance with the foregoing time limitations, then the right of Sanken to effect the sale or transfer of such Offered Shares pursuant to this Section 5(d) shall terminate and Sanken shall again comply with the procedures set forth in this Section 5(d) with respect to any proposed sale or transfer of its shares of Common Stock to an unaffiliated third party. In addition, in no event shall Sanken directly sell or transfer, directly or indirectly, any of its shares of Common Stock which is greater than ten percent (10%) of all of the then issued and outstanding shares of Common Stock to any other Person that is a material competitor of the Corporation without the prior written consent of the Corporation (which consent shall not be unreasonably withheld, conditioned or delayed); provided that, for the avoidance of doubt, the foregoing restrictions shall not apply to any underwriter-led widely distributed public offering. Notwithstanding anything to contrary contained herein, in no event shall this Section 5(d) operate to restrain, limit or supersede the agreements in Section 5(c), and in all events this Section 5(d) shall be subordinate to the provisions of Section 5(c).

Section 6. Termination.

(a) This Agreement shall terminate upon the earliest to occur of any one of the following events:

(i) Sanken and its Affiliates ceasing to own less than ten percent (10%) of all issued and outstanding shares of Common Stock; or

(ii) the unanimous written consent of the parties hereto.

Notwithstanding the foregoing, nothing in this Agreement shall modify, limit or otherwise affect, in any way, any and all rights to indemnification, exculpation and/or contribution owed by any of the parties hereto, to the extent arising out of or relating to events occurring prior to the date of termination of this Agreement or the date the rights and obligations of such party under this Agreement terminates in accordance with this Section 6.

Section 7. Information Rights.

The Corporation will furnish to Sanken, for so long as Sanken and its Affiliates beneficially own, directly or indirectly, in the aggregate at least ten percent (10%) of all issued and outstanding shares of Common Stock, the following information:

(a) as soon as available, but no later than the later of (i) ninety (90) days following completion of each fiscal year and (ii) the applicable filing deadline under SEC rules, the audited consolidated balance sheet of the Corporation and its Subsidiaries as at the end of each such fiscal year and the audited consolidated statements of income, cash flows and changes in stockholders' equity for such year of the Corporation and its Subsidiaries, setting forth in each case in comparative form the figures for the next preceding fiscal year, accompanied by the report of independent certified public accountants of recognized national standing; *provided* that this requirement shall be deemed to have been satisfied if, on or prior to such date, the Corporation files its annual report on Form 10-K for the applicable fiscal year with the SEC;

(b) as soon as available, but no later than the later of (i) forty-five (45) days following completion of each fiscal quarter (other than the fourth fiscal quarter) and (ii) the applicable filing deadlines under SEC rules, the consolidated balance sheet of the Corporation and its Subsidiaries as at the end of such quarter and the consolidated statements of income, cash flows and changes in stockholders' equity for such quarter and the portion of the fiscal year then ended of the Corporation and its Subsidiaries, setting forth in each case the figures for the corresponding periods of the previous fiscal year in comparative form; *provided* that this requirement shall be deemed to have been satisfied if, on or prior to such date, the Corporation files its quarterly report on Form 10-Q for the applicable fiscal quarter with the SEC; and

(c) within ninety (90) days after the end of each fiscal year, such information that the Corporation then-has which is reasonably necessary for the preparation of Sanken's income tax returns (whether federal, state or foreign).

Section 8. Public Announcements.

Subject to Sanken's disclosure obligations imposed by law or regulation or the rules of any stock exchange upon which its securities are listed, Sanken and the Corporation will cooperate with each other in the development and distribution of all news releases and other public information disclosures with respect to the Corporation and/or its Subsidiaries, and Sanken will not make any such news release or public disclosure without first consulting with the Corporation, and, in each case, also receiving the consent of the Corporation (which shall not be unreasonably withheld or delayed) and Sanken shall coordinate with the Corporation with respect to any such news release or public disclosure. Notwithstanding the foregoing, this Section 8 shall not apply to any press release or other public statement made by Sanken (a) which is consistent with prior disclosure and does not contain any information that has not been previously announced or made public in accordance with the terms of this Agreement or (b) to its auditors, attorneys, accountants, financial advisors or limited partners (who, in the case of this clause (b), are bound by customary duties of confidentiality).

Section 9. Definitions.

As used in this Agreement, any term that it is not defined herein, shall have the following meanings:

"Affiliate" means as to any Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person, *provided*, *however*, that none of the Corporation, any Subsidiary of the Corporation or any officers, directors, employees, advisors or agents of the Corporation or any of its Subsidiaries shall be deemed an Affiliate of Sanken or any of its Affiliates (and vice versa). For purposes of this definition, "control," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether

through the ownership of voting securities, by agreement or otherwise. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings.

"Board" means the board of directors of the Corporation.

"Business Day" means a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by applicable law to close.

"Bylaws" means the amended and restated bylaws of the Corporation, dated as of May 25, 2023, as the same may be further amended, restated, amended and restated or otherwise modified from time to time.

"Charter" means the third amended and restated certificate of incorporation of the Corporation, effective as of November 2, 2020, as the same may be further amended, restated, amended and restated or otherwise modified from time to time.

"Director" means a member of the Board.

"Equity Securities" means, with respect to any Person, any (i) shares of capital stock, equity interests, voting securities or other ownership interests in such Person or (ii) options, warrants, calls, subscriptions, "phantom" rights, interest appreciation rights, performance units, profits interests or other rights or convertible or exchangeable securities.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder.

"Governing Documents" means the legal documents by which any Person (other than an individual) establishes its legal or which govern its internal affairs, including the articles or certificate of incorporation or formation, bylaws, operating agreement, limited liability company agreement, partnership agreement, equityholders' agreement, voting agreement, voting trust agreement, joint venture agreement, and any similar agreement and any amendments or supplements to any of the foregoing.

"Immediate Family" means, as to any individual, such individual's parents, mother-in-law, father-in-law, spouse, brother or sister, brother-in-law or sister-in-law, son-in-law or daughter-in-law and children (including by way of adoption), and any person who either lives in the same household as, provides material support to, or receives material support from, such individual.

"Independence Requirements" means, with respect to a Director, an individual who satisfies the applicable independence requirements under the rules of the Nasdaq Global Market LLC or any other stock exchange where the Corporation's stock is listed, as well as any requirements of such stock exchange and under the rules of the Securities Exchange Act of 1934, as amended, as may be applicable, where the Director serves on a committee of the Corporation's Board.

"Necessary Action" means, with respect to a specified result, all commercially reasonable actions required to cause such result that are within the power of a specified Person, including (i) voting or providing a written consent or proxy with respect to the Equity Securities owned by the Person obligated to undertake the necessary action, (ii) causing any Director appointed or designated by, or affiliated with or employed by, such specified Person to vote in favor of or consent to the specified result, (iii) voting in favor of the adoption of stockholders' resolutions and amendments to the organizational documents of the Corporation, (iv) executing (or causing such Person's employees or representatives to execute) agreements and instruments, and (v) making, or causing to be made, with governmental, administrative or regulatory authorities, all filings, registrations or similar actions that are required to achieve such result.

"Nominating and Corporate Governance Committee" means the nominating and corporate governance committee of the Board or any committee of the Board authorized to perform the function of recommending to the Board the nominees for election as Directors or nominating the nominees for election as Directors.

"Nom/Gov Director" means any Director who had initially been designated for nomination by the Nominating and Corporate Governance Committee in accordance with Section 1(c).

"Person" means any individual, corporation, limited liability company, partnership, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity or organization, including a government or any subdivision or agency thereof.

"Sanken Director" means any Director who had initially been designated for nomination by Sanken in accordance with Section 1(b).

"SEC" means the United States Securities and Exchange Commission.

"Securities Laws" means the Securities Act of 1933, as amended, and the Exchange Act.

"Subsidiary" means with respect to any Person, any corporation, limited liability company, partnership, association, trust or other form of legal entity, of which (a) such first Person directly or indirectly owns or controls at least a majority of the securities or other interests having by their terms voting power to elect a majority of the board of directors or others performing similar functions, or (b) such first Person is a general partner or managing member (excluding partnerships in which such Person or any Subsidiary thereof does not have a majority of the voting interests in such partnership).

Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; (iv) the terms "Article" or "Section" refer to the specified Article or Section of this Agreement; (v) the word "including" shall mean "including, without limitation"; (vi) each defined term has its defined meaning throughout this Agreement, whether the definition of such term appears before or after such term is used; and (vii) the word "or" shall be disjunctive but not exclusive. References to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto. References to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation.

Section 10. Choice of Law and Venue; Waiver of Right to Jury Trial.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE. EACH OF THE PARTIES HERETO ACKNOWLEDGES AND AGREES THAT IN THE EVENT OF ANY BREACH OF THIS AGREEMENT, THE NON-BREACHING PARTY WOULD BE IRREPARABLY HARMED AND COULD NOT BE MADE WHOLE BY MONETARY DAMAGES, AND THAT, IN ADDITION TO ANY OTHER REMEDY TO WHICH THEY MAY BE ENTITLED AT LAW OR IN EQUITY, THE PARTIES SHALL BE ENTITLED TO SUCH EQUITABLE OR INJUNCTIVE RELIEF AS MAY BE APPROPRIATE. THE CHOICE OF FORUM SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT OF ANY JUDGMENT OF A DELAWARE FEDERAL OR STATE COURT, OR THE TAKING OF ANY ACTION UNDER THIS AGREEMENT TO ENFORCE SUCH A JUDGMENT, IN ANY OTHER APPROPRIATE JURISDICTION.

(b) IN THE EVENT ANY PARTY TO THIS AGREEMENT COMMENCES ANY LITIGATION, PROCEEDING OR OTHER LEGAL ACTION IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, ANY RELATED AGREEMENT OR ANY MATTERS DESCRIBED OR CONTEMPLATED HEREIN OR THEREIN, THE PARTIES TO THIS AGREEMENT HEREBY (1) AGREE UNDER ALL CIRCUMSTANCES ABSOLUTELY AND IRREVOCABLY TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE, OR IF (AND ONLY IF) SUCH COURT FINDS IT LACKS SUBJECT MATTER JURISDICTION, THE SUPERIOR COURT OF THE STATE OF DELAWARE (COMPLEX COMMERCIAL DIVISION), OR IF UNDER APPLICABLE LAW, SUBJECT MATTER JURISDICTION OVER THE MATTER THAT IS THE SUBJECT OF THE ACTION OR PROCEEDING IS VESTED EXCLUSIVELY IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA, THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE, AND APPELLATE COURTS FROM ANY THEREOF, WITH RESPECT TO ALL ACTIONS AND PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY; (2) AGREE THAT IN THE EVENT OF ANY SUCH LITIGATION, PROCEEDING OR ACTION, SUCH PARTIES WILL CONSENT AND SUBMIT TO THE PERSONAL JURISDICTION OF ANY SUCH COURT DESCRIBED IN CLAUSE (1) OF THIS SECTION 10(b) AND TO SERVICE OF PROCESS UPON THEM IN ACCORDANCE WITH THE RULES AND STATUTES

GOVERNING SERVICE OF PROCESS; (3) AGREE TO WAIVE TO THE FULL EXTENT PERMITTED BY LAW ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH LITIGATION, PROCEEDING OR ACTION IN ANY SUCH COURT OR THAT ANY SUCH LITIGATION, PROCEEDING OR ACTION WAS BROUGHT IN ANY INCONVENIENT FORUM; (4) AGREE TO WAIVE ANY RIGHTS TO A JURY TRIAL TO RESOLVE ANY DISPUTES OR CLAIMS RELATING TO THIS AGREEMENT; (5) AGREE TO SERVICE OF PROCESS IN ANY LEGAL PROCEEDING BY MAILING OF COPIES THEREOF TO SUCH PARTY AT ITS ADDRESS SET FORTH HEREIN FOR COMMUNICATIONS TO SUCH PARTY; (6) AGREE THAT ANY SERVICE MADE AS PROVIDED HEREIN SHALL BE EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; AND (7) AGREE THAT NOTHING HEREIN SHALL AFFECT THE RIGHTS OF ANY PARTY TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 11. Notices.

Any notice, request, claim, demand, document and other communication hereunder to any party shall be effective upon receipt (or refusal of receipt) and shall be in writing and delivered personally or sent by facsimile, or by electronic mail, or first class mail, or by Federal Express or other similar courier or other similar means of communication, as follows:

(a) If to the Corporation, addressed as follows:

Allegro MicroSystems, Inc.
955 Perimeter Road
Manchester, New Hampshire, 03103 Attention: Vineet Nargolwala; Sharon Briansky
Email: [***]

with a copy (which copy shall not constitute notice) to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10020
Attn: Thomas Malone; Michael Davis
Facsimile: 212-701-5015; 212-701-5184
E-mail: [***]

(b) If to Sanken, addressed as follows:

Sanken Electric Co., Ltd.
3-6-3 Kitano Niiza-Shi Saitama, 352-8666 JAPAN
Attn: Katsumi Kawashima; Masanobu Todoroki
Email: [***]

with a copy (which copy shall not constitute notice) to:

Jones Day
1755 Embarcadero Road
Palo Alto, CA 94303
Attn: Jeremy Cleveland
Email: [***]

or, in each case, to such other address or email address as such party may designate in writing to each party by written notice given in the manner specified herein. All such communications shall be deemed to have been given, delivered or made when so delivered by hand or sent by facsimile (with confirmed transmission), on the next business day if sent by overnight courier service (with confirmed delivery) or when received if sent by first class mail, or in the case of notice by electronic mail, when the relevant email enters the recipient's server.

Section 12. Assignment; Aggregation of Shares.

Except as otherwise provided herein, all of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the respective successors and permitted assigns of the parties hereto. This Agreement may not be assigned (by operation of law or otherwise) without the express prior written consent of each of the parties hereto, and any attempted assignment, without such consents, will be null and void; *provided*, *however*, that Sanken is permitted to assign this Agreement to its controlled Affiliates in connection with a transfer of the Common Stock to such controlled Affiliate. In furtherance of the foregoing, Sanken shall cause any of its controlled Affiliates that obtains any shares of Common Stock to, upon obtaining such shares, become a party to this Agreement and be bound by the terms of this Agreement to the fullest extent as if such controlled Affiliate were Sanken hereunder. For the avoidance of doubt, for purposes of (a) determining whether any party meets any threshold contained herein which is based on ownership of shares of Common Stock or (b) any provisions that require the parties hereto to vote or take any other actions with respect to any shares of Common Stock, such determinations or provisions shall be deemed to include all shares of Common Stock held by any controlled Affiliate of Sanken that becomes party to this Agreement pursuant to this Section 12; *provided*, *however*, that for purposes hereof, in no event shall (x) beneficial ownership of shares of Common Stock of one party hereto be counted towards the beneficial ownership of shares of Common Stock of any other party hereto solely as a result of such parties being in the same "group" (as defined in the Exchange Act) or being party to this Agreement and (y) any party hereto be considered an Affiliate of any other party hereto solely by virtue of being in the same "group" (as defined in the Exchange Act) or being party to this Agreement.

Section 13. Amendment and Modification; Waiver of Compliance.

This Agreement may not be amended, modified, altered or supplemented except by means of a written instrument executed on behalf of each of the Corporation and Sanken. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party or parties entitled to the benefits thereof only by a written instrument signed by the party or parties granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 14. Waiver.

No failure on the part of either party hereto to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either party hereto in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver thereof, and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

Section 15. Severability.

If any provision of this Agreement, or the application of such provision to any Person or circumstance or in any jurisdiction, shall be held to be invalid or unenforceable to any extent, (i) the remainder of this Agreement shall not be affected thereby, and each other provision hereof shall be valid and enforceable to the fullest extent permitted by law, (ii) as to such Person or circumstance or in such jurisdiction such provision shall be reformed to be valid and enforceable to the fullest extent permitted by law and (iii) the application of such provision to other Persons or circumstances or in other jurisdictions shall not be affected thereby.

Section 16. Counterparts.

This Agreement may be executed in any number of counterparts and signatures may be delivered electronically (including via Docusign) or by facsimile, each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

Section 17. Further Assurances.

At any time or from time to time after the date hereof, the parties hereto agree to cooperate with each other, and at the request of any other party, to execute and deliver any further instruments or documents and to take all such further action as any other party may reasonably request in order to evidence or effectuate the provisions of this Agreement and to otherwise carry out the intent of the parties hereunder.

Section 18. Titles and Subtitles.

The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

Section 19. Representations and Warranties.

(a) Sanken and each Person who becomes a party to this Agreement after the date hereof, severally and not jointly and solely with respect to itself, represents and warrants to the Corporation as of the time such party becomes a party to this Agreement that (i) if applicable, it is duly authorized to execute, deliver and perform this Agreement; (ii) this Agreement has been duly executed by such party and is a valid and binding agreement of such party, enforceable against such party in accordance with its terms; and (iii) the execution, delivery and performance by such party of this Agreement does not violate or conflict with or result in a breach of or constitute (or with notice or lapse of time or both constitute) a default under any agreement to which such party is a party or, if applicable, the organizational documents of such party.

(b) The Corporation represents and warrants to Sanken that (i) the Corporation is duly authorized to execute, deliver and perform this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by the Corporation and is a valid and binding agreement of the Corporation, enforceable against the Corporation in accordance with its terms; and (iii) the execution, delivery and performance by the Corporation of this Agreement does not violate or conflict with or result in a breach by the Corporation of or constitute (or with notice or lapse of time or both constitute) a default by the Corporation under the Charter or Bylaws, any existing applicable law, rule, regulation, judgment, order, or decree of any governmental authority exercising any statutory or regulatory authority of any of the foregoing, domestic or foreign, having jurisdiction over the Corporation or any of its Subsidiaries or any of their respective properties or assets, or any agreement or instrument to which the Corporation or any of its Subsidiaries is a party or by which the Corporation or any of its Subsidiaries or any of their respective properties or assets may be bound.

Section 20. No Strict Construction.

This Agreement shall be deemed to be collectively prepared by the parties hereto, and no ambiguity herein shall be construed for or against any party based upon the identity of the author of this Agreement or any provision hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

ALLEGRO MICROSYSTEMS, INC.

By: /s/ Vineet Nargolwala
Name: Vineet Nargolwala
Title: President and Chief Executive Officer

[*Signature Page to Second Amended and Restated Stockholders Agreement*]

SANKEN ELECTRIC CO., LTD.

By: /s/ Hiroshi Takahashi
Name: Hiroshi Takahashi
Title: Representative Director, President

[*Signature Page to Second Amended and Restated Stockholders Agreement*]

Exhibit 99.1

Preliminary First Quarter 2025 Results

Recent Developments

Preliminary Financial Results for the First Quarter Ended June 28, 2024

While the financial closing and financial statement preparation process of Allegro MicroSystems, Inc. (the "Company", "our", "us", "we" or "Allegro") is in its preliminary stages, Allegro currently expects the following unaudited preliminary financial results for the first quarter ended June 28, 2024:

	GAAP Preliminary June 28, 2024 Results (unaudited) (As of 7/23/2024)	Non-GAAP Preliminary June 28, 2024 Results (unaudited) (As of 7/23/2024)
Total Net Sales	$167M +/- $1.0M	$167M +/- $1.0M
Gross Profit $	$74.5M +/- $1.0M	$81.5M +/- $1.0M
Gross Margin %	44.6% +/- 25 bps	48.8% +/- 25 bps
Operating Expenses $	$85.5M +/- $0.5M	$71.5M +/- $0.5M
Net (Loss) Income Attributable to Allegro MicroSystems, Inc.	($17.7M) +/- $1.0M	$6.0M +/- $1.0M
Diluted Earnings (Loss) per Share	($0.10) - ($0.09)	$0.02 -$0.03
Net Loss	($17.6M) +/- $1.0M	NA
Adjusted EBITDA	NA	$22.0M +/- $1.0M
Operating Cash Flow	$32.7M +/- $2.0M	N/A
Free Cash Flow	NA	$23.0M +/- $2.0M

Gross profit decreased in the three-month period ended June 28, 2024 compared to the three-month period ended June 30, 2023 due to a decrease in net sales, as well as lower cost of goods sold primarily due to a reduction in production volume as well as product mix, offset by an increase in amortization of intangible assets in relation to the acquisition of Crocus Technology International Corp. In addition, the Company made progress during the three-month period ended June 28, 2024 in working closely with customers to manage orders to reduce inventory in the channel and return to more normalized business levels.

Cash and cash equivalents was $184 million, inclusive of $11 million in restricted cash, at June 28, 2024.

The Company currently expects that our final first quarter results will be within the ranges described above. The anticipated preliminary financial results referred to herein are based on management's preliminary, unaudited analysis of the Company's financial performance as of the date hereof. As of the date hereof, our results for the fiscal quarter ended June 28, 2024 have not been completed and Allegro has not completed its quarter end procedures for such periods. These estimates are preliminary and inherently uncertain and subject to change as we finalize our results of operations for the fiscal quarter ended June 28, 2024. During the course of our quarter-end review process, the Company may identify items that would require it to make adjustments, which may be material, to the information presented above. There can be no assurance that our final results for the fiscal quarter ended June 28, 2024 will not differ materially from these preliminary estimates. The preliminary estimates presented above should not be viewed as a substitute for condensed consolidated interim financial statements prepared in accordance with U.S. Generally Accepted Accounting Principles ("GAAP"). The above statements do not present all information necessary for an understanding of our results of operations for the fiscal quarter ending June 28, 2024. Accordingly, undue reliance should not be placed on these preliminary financial results. These preliminary financial results for the three months ended June 28, 2024 are not necessarily indicative of the results to be achieved for the full fiscal year or any future period.

The preliminary financial data included herein has been prepared by, and is the responsibility of, the Company's management. PricewaterhouseCoopers LLP has not audited, reviewed, examined, compiled, nor applied agreed-upon procedures with respect to the preliminary financial data. Accordingly, PricewaterhouseCoopers LLP does not express an opinion or any other form of assurance with respect thereto.

Investor Non-GAAP Financial Measures

In addition to the measures presented in our consolidated financial statements, we regularly review other measures, defined as non-GAAP financial measures by the U.S Securities and Exchange Commission, to evaluate our business, measure our performance, identify trends, prepare financial forecasts and make strategic decisions. The key measures we consider are non-GAAP Gross Profit, non-GAAP Gross Margin, non-GAAP Operating Expenses, EBITDA, Adjusted EBITDA, Adjusted EBITDA margin, non-GAAP Net Income, non-GAAP Basic

and Diluted Earnings per Share, Free Cash Flow and Free Cash Flow Margin (collectively, the "Non-GAAP Financial Measures"). These Non-GAAP Financial Measures provide supplemental information regarding our operating performance on a non-GAAP basis that excludes certain gains, losses and charges of a non-cash nature or that occur relatively infrequently and/or that management considers to be unrelated to our core operations, and in the case of non-GAAP Income Tax Provision, management believes that this non-GAAP measure of income taxes provides it with the ability to evaluate the non-GAAP Income Tax Provision across different reporting periods on a consistent basis, independent of special items and discrete items, which may vary in size and frequency. These Non-GAAP Financial Measures are used by both management and our Board of Directors, together with the comparable GAAP information, in evaluating our current performance and planning our future business activities.

The Non-GAAP Financial Measures are supplemental measures of our performance that are neither required by, nor presented in accordance with, GAAP. The Non-GAAP Financial Measures used by us may be calculated differently from, and therefore may not be comparable to, similarly titled measures used by other companies, which could reduce the usefulness of our Non-GAAP Financial Measures as tools for comparison. These Non-GAAP Financial Measures should not be considered as substitutes for GAAP financial measures such as gross profit, gross margin, net income or any other performance measures derived in accordance with GAAP. Also, in the future we may incur expenses or charges such as those being adjusted in the calculation of these Non-GAAP Financial Measures. Our presentation of these Non-GAAP Financial Measures should not be construed as an inference that future results will be unaffected by unusual or nonrecurring items. These Non-GAAP Financial Measures exclude costs related to acquisition and related integration expenses, amortization of acquired intangible assets, stock-based compensation, restructuring actions, related party activities and other non-operational costs.

Reconciliation of Preliminary Non-GAAP Gross Margin

	Three-Month Period Ended June 28, 2024 (unaudited)	
	(Dollars in thousands, except percentages)	
GAAP Gross Profit	**$ 74,500**	**+/-$1.0M**
GAAP Gross Margin	**44.6%**	**+/-25bps**
Non-GAAP adjustments		
Purchased intangible amortization	5,000	
Restructuring costs	1,200	
Stock-based compensation	600	
Other costs[(1)]	200	
Total Non-GAAP Adjustments	**$ 7,000**	**+/-$1.0M**
Non-GAAP Gross Profit	**$ 81,500**	**+/-$1.0M**
Non-GAAP Gross Margin (% of net sales)	**48.8%**	**+/-25bps**

(1) Included in non-GAAP other costs are non-recurring charges that are individually immaterial for separate disclosure.

Reconciliationof Preliminary Non-GAAP Operating Expenses

		Three-Month Period Ended June 28, 2024 (unaudited) (Dollars in thousands)	
GAAP Operating Expenses	**$**	**85,500**	**+/-$0.5M**
Research and Development Expenses			
GAAP Research and Development Expenses		45,000	
Non-GAAP adjustments			
Transaction-related costs		1,000	
Restructuring costs		200	
Stock-based compensation		3,700	
Non-GAAP Research and Development Expenses		**40,100**	**+/-$0.5M**
Selling, General and Administrative Expenses			
GAAP Selling, General and Administrative Expenses		40,200	
Non-GAAP adjustments			
Transaction-related costs		800	
Purchased intangible amortization		500	
Restructuring costs		1,000	
Stock-based compensation		5,800	
Other costs[(1)]		1,000	
Non-GAAP Selling, General and Administrative Expenses		**31,100**	**+/-$0.5M**
Total Non-GAAP Adjustments		**14,000**	**+/-$0.5M**
Non-GAAP Operating Expenses	**$**	**71,500**	**+/-$0.5M**

(1) Included in non-GAAP other costs are non-recurring charges that are individually immaterial for separate disclosure such as project evaluation costs, which consist of costs incurred in connection with debt and equity financings or other non-recurring transactions.

Reconciliation of Preliminary EBITDA and Preliminary Adjusted EBITDA

		Three-Month Period Ended June 28, 2024 (unaudited) (Dollars in thousands, except percentages)	
GAAP Net Loss	**$**	**(17,600)**	**+/-$1.0M**
GAAP Net Loss Margin (% of net sales)		**(10.5)%**	**+/-50bps**
Interest expense		5,500	
Interest income		(500)	
Income tax provision		1,500	
Depreciation & amortization		16,500	
EBITDA	**$**	**5,400**	**+/-$1.0M**
Transaction-related costs		1,800	
Restructuring costs		2,400	
Stock-based compensation		10,100	
Other costs[(1)]		2,300	
Adjusted EBITDA	**$**	**22,000**	**+/-$1.0M**
Adjusted EBITDA Margin (% of net sales)		**13.2%**	**+/-50bps**

(1) Included in non-GAAP other costs are non-recurring charges that are individually immaterial for separate disclosure such as project evaluation costs, which consist of costs incurred in connection with debt and equity financings or other non-recurring transactions and income (loss) in earnings of equity investments.

Reconciliation of Preliminary Non-GAAP Net Income Attributable to Allegro MicroSystems, Inc. and Preliminary Non-GAAP Diluted Earnings per Share

	Three-Month Period Ended June 28, 2024 (unaudited) (Dollars in thousands (except per share amounts) and share counts in millions)	
GAAP Net Loss Attributable to Allegro MicroSystems, Inc.[1]	**$ (17,700)**	**+/-$1.0M**
GAAP Diluted Loss per Share	**$ (0.09)**	**+/-$0.01**
Transaction-related costs	1,800	
Transaction-related interest	700	
Purchased intangible amortization	5,400	
Restructuring costs	2,400	
Stock-based compensation	10,100	
Other costs[2]	2,900	
Total Non-GAAP Adjustments	**23,300**	**+/-$1.0M**
Tax effect of adjustments to GAAP results[3]	400	
Non-GAAP Net Income Attributable to Allegro MicroSystems, Inc.	**$ 6,000**	**+/-$1.0M**
Diluted weighted average common shares	194.7	
Non-GAAP Diluted Earnings per Share	**$ 0.03**	**+/-$0.01**

(1) GAAP Net Loss Attributable to Allegro MicroSystems, Inc. represents GAAP Net Income adjusted for Net Income Attributable to non-controlling interests.
(2) Included in non-GAAP other costs are non-recurring charges that are individually immaterial for separate disclosure such as project evaluation costs, which consist of costs incurred in connection with debt and equity financings or other non-recurring transactions and income (loss) in earnings of equity investments.
(3) To calculate the tax effect of adjustments to GAAP results, the Company considers each Non-GAAP adjustment by tax jurisdiction and reverses all discrete items to calculate an annual Non-GAAP effective tax rate ("NG ETR"). This NG ETR is then applied to Non-GAAP Profit Before Tax to arrive at the tax effect of adjustments to GAAP results.

Reconciliation of Preliminary Non-GAAP Free Cash Flow

	Three-Month Period Ended June 28, 2024 (unaudited) (Dollars in thousands, except percentages)	
GAAP Operating Cash Flow	**$ 32,700**	**+/-$2.0M**
GAAP Operating Cash Flow % of net sales	**19.6%**	**+/-50bps**
Non-GAAP adjustments		
Purchases of property, plant and equipment	(9,700)	**+/-$2.0M**
Non-GAAP Free Cash Flow	**$ 23,000**	**+/-$2.0M**
Non-GAAP Free Cash Flow Margin (% of net sales)	**13.8%**	**+/-50bps**