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

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported): April 29, 2024**

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**Loar Holdings Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-42030**  
(Commission  
File Number)

**82-2665180**  
(IRS Employer  
Identification No.)

**20 New King Street,  
White Plains, New York 10604**  
(Address of principal executive offices) (Zip Code)

**Registrant's telephone number, including area code: (914) 909-1311**

**Not applicable**  
(Former name or former address, if changed since last report.)

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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	Name of each exchange on which registered
Common stock, par value \$0.01 per share	LOAR	New York Stock Exchange

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.

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**Item 1.01 Entry into a Material Definitive Agreement.*****Registration Rights Agreement***

On April 29, 2024, Loar Holdings Inc. (the “Company,” “we,” “us,” or “our”) entered into a registration rights agreement (the “Registration Rights Agreement”) with affiliates of Abrams Capital Management, L.P. (“Abrams Capital”), GPV Loar LLC and its affiliate Paul S. Levy, affiliates of Blackstone Alternative Credit Advisors L.P., Dirkson Charles and his affiliate and Brett Milgrim and his affiliate (together, the “Demand Stockholders”), as well as Glenn D’Alessandro and Michael Manella and his affiliate (together with the Demand Stockholders, the “Piggyback Stockholders”).

*Demand Registrations.* Under the Registration Rights Agreement, the Demand Stockholders are able to require us to file a registration statement (a “Demand Registration”) under the Securities Act of 1933, as amended (the “Securities Act”) and we are required to notify holders of registrable securities that are party to the Registration Rights Agreement (the “Holders”) in the event of such request (a “Demand Registration Request”). The holders of a majority of registrable securities among all Demand Stockholders may each issue up to two Demand Registration Requests for long-form registrations on Form S-1 or any similar long-form registration statement so long as (i) the proposed maximum aggregate offering value of the registrable securities requested to be registered equals at least \$50 million or (ii) all of the remaining registrable securities held by all Demand Stockholders are sold in such offering. Each of the Demand Stockholders may issue up to two Demand Registration Requests in any twelve month period for short-form registrations on Form S-3 or any similar short-form registration statement so long as (i) the proposed maximum aggregate offering value of the registrable securities requested to be registered equals at least \$20 million or (ii) all of the remaining registrable securities held by any Demand Stockholders are sold in such offering. In addition, each of the Demand Stockholders may issue up to two requests in any twelve month period for take-down offerings (“Shelf Offering”) off of a shelf registration statement (“Take-down Request”) so long as (i) the proposed maximum aggregate offering value of the registrable securities requested to be included equals at least \$20 million or (ii) all of the remaining registrable securities held by any Demand Stockholders are sold in such offering. All eligible holders will be entitled to participate in any Demand Registration or Shelf Offering upon proper notice to us, and we are required to use our best efforts to effect such participation in accordance with the terms of the Demand Registration Request or Take-down Request, subject to the Additional Lock-up (as defined below) and certain rights we have to delay or postpone such registration.

*Piggyback Registrations.* Under the Registration Rights Agreement, if at any time we propose or are required to register any of our equity securities under the Securities Act (other than a Demand Registration or in connection with registration on Form S-4 or S-8 promulgated by the SEC or any successor or similar forms) (a “piggyback registration”), we will be required to notify each Piggyback Stockholder of its right to participate in such registration. We will use reasonable best efforts to cause all eligible securities requested to be included in the registration to be so included, subject to the Additional Lock-up. We have the right to withdraw or postpone a registration statement in which eligible holders have elected to exercise piggyback registration rights, and eligible holders are entitled to withdraw their registration requests prior to the execution of an underwriting agreement with respect to any such registration.

*Additional Lock-up.* All holders of registrable securities under the Registration Rights Agreement will be subject to lock-up provisions under which they will agree not to sell or otherwise transfer their shares for a period of 180 days following the date of the final prospectus for this offering or 90 days following the date of the final prospectus for any other public offering. Following the expiration of such 180-day lock-up period, Mr. Charles and Mr. Milgrim will not be permitted to sell or otherwise transfer the shares each of them held immediately following the closing of this offering until and including September 30, 2027 (the “Additional Lock-up”), subject to limited waivers and exceptions, including (i) an exception for Mr. Charles to transfer up to \$30 million of such shares held by him and (ii) an exception for Mr. Milgrim to transfer up to \$30 million of such shares held by him. If the number of shares that Abrams Capital sells during the Additional Lock-up period as a percentage of the total number of shares held by Abrams Capital immediately following the closing of this offering exceeds 50%, then an additional exception to the Additional Lock-up would apply permitting either Mr. Charles or Mr. Milgrim to initiate a sale of shares to sell up to a pro rata amount calculated on the basis of such percentage.

The Registration Rights Agreement also provides that we will pay certain expenses of the Holders relating to such registrations and indemnify them against certain liabilities which may arise under the Securities Act.

Mr. Charles is our President, Chief Executive Officer, Executive Co-Chairman and Director; Mr. Milgrim is our Executive Co-Chairman and Director; Mr. D’Alessandro is our Treasurer and Chief Financial Officer; Mr. Manella is our Vice President, General Counsel and Secretary; and Mr. Levy is a Director. Each of the Demand Stockholders is the beneficial owner of more than 5% of our capital stock.

#### ***Indemnification of Officers and Directors***

On April 29, 2024, we entered into indemnification agreements with each of our directors and executive officers pursuant to which the Company is required to indemnify each director and executive officer for certain expenses which he or she may be required to pay in connection with certain claims to which he or she may be made party by reason of such position and otherwise to the fullest extent permitted by law.

The foregoing descriptions of the Registration Rights Agreement and the Indemnification Agreements are intended as summaries only and are qualified in their entirety by reference to the Registration Rights Agreement and form of Indemnification Agreement which are filed as exhibits 10.1 and 10.6, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

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

##### ***Employment Agreements***

On April 29, 2024, we entered into amended and restated employment agreements with each of our executive officers, each of which provides for a term beginning April 29, 2024 and continuing until the agreement is terminated in accordance with its terms and conditions, and sets forth the initial annual base salary and performance bonus opportunities, among other terms and conditions.

The amended and restated employment agreements provide that Mr. Charles, Mr. Milgrim, Mr. D’Alessandro and Mr. Manella be paid annual base salaries of \$950,000, \$750,000, \$449,400 and \$403,200, respectively. In addition, each amended and restated employment agreement provides for an annual performance bonus opportunity.

Each of the amended and restated employment agreements provides that upon a termination of employment by mutual consent, death, by the Company with cause, by the executive without good reason, by the Company without cause, a resignation by the executive for good reason, or a termination of employment due to disability, each executive will be eligible to receive: (i) base salary earned but not yet paid, (ii) any performance bonus that was owed for a prior completed year of service, (iii) payment of accrued but unused vacation, (iv) reimbursement of business expenses incurred but not yet paid, and (v) other benefits vested and accrued at such termination. In the case of a termination of employment by the Company without cause, a resignation by the executive for good reason, or a termination of employment due to disability, in each case subject to the execution and delivery of a release of claims and the executive’s continued compliance with restrictive covenants (as described below), the executive will additionally be entitled to receive the following benefits: (a) continuation of base salary for 24 months commencing on the first payroll date following the date of release, subject to customary terms, (b) a pro-rata portion of any performance bonus that would have been owed to the executive, and (c) premiums for medical, prescription drug, dental and vision insurance coverage under COBRA in the event a post-separation plan is not agreed for either 18 months following the date of release or the until the executive ceases to be eligible under applicable law or plan terms, whichever occurs first.

Each of the amended and restated employment agreements provides that the executive is eligible to participate in our health and welfare benefit plans, including medical benefits and life insurance, on the same basis as other executives of the Company.

Each of the employment agreements previously in effect contains the following restrictive covenants: (i) non-competition for a period of 24 months following termination, (ii) non-solicitation of employees or customers for a period of 24 months following termination, and (iii) perpetual confidentiality. Each of the amended and restated employment agreements also have a release containing the same above restrictive covenants, which will be separately executed and entered into by the executives and the Company.

**Item 8.01 Other Events.**

***Completion of the Initial Public Offering***

On April 29, 2024, the Company completed its initial public offering of common stock. The Company sold 12,650,000 shares of common stock at an initial public offering price of \$28.00 per share, including 1,650,000 shares of common stock sold pursuant to the exercise in full of the underwriters' option to purchase additional shares.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits.**

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#"><u>Registration Rights Agreement, dated as of April 29, 2024, by and among Loar Holdings Inc. and each of the investors listed on the signature pages thereto</u></a>
10.2	<a href="#"><u>Employment Agreement between Loar Holdings Inc. and Dirkson Charles, dated as of April 29, 2024</u></a>
10.3	<a href="#"><u>Employment Agreement between Loar Holdings Inc. and Brett Milgrim, dated as of April 29, 2024</u></a>
10.4	<a href="#"><u>Employment Agreement between Loar Holdings Inc. and Glenn D'Alessandro, dated as of April 29, 2024</u></a>
10.5	<a href="#"><u>Employment Agreement between Loar Holdings Inc. and Michael Manella, dated as of April 29, 2024</u></a>
10.6	<a href="#"><u>Form of Director and Officer Indemnification Agreement (incorporated by reference to Exhibit 10.13 to the Company's Registration Statement on Form S-1 filed on April 17, 2024)</u></a>

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**Signatures**

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

Date: May 3, 2024

Loar Holdings Inc.

By: /s/ Michael Manella

Name: Michael Manella

Title: Vice President, General Counsel and Secretary

**LOAR HOLDINGS INC.**  
**REGISTRATION RIGHTS AGREEMENT**

THIS REGISTRATION RIGHTS AGREEMENT (this “Agreement”) is made as of April 29, 2024 among Loar Holdings Inc., a Delaware corporation (the “Company”), each of the investors listed on the signature pages hereto under the caption “Abrams Investors”) (collectively, the “Abrams Investors”), each of the investors listed on the signature pages hereto under the caption “BXCI Investors” (collectively, the “BXCI Investors”), each of the investors listed on the signature pages hereto under the caption “GPV Investors” (collectively, the “GPV Investors”), each of the investors listed on the signature pages hereto under the caption “DC Investors” (collectively, the “DC Investors”), each of the investors listed on the signature pages hereto under the caption “BM Investors” (collectively, the “BM Investors” and, together with the Abrams Investors, the BXCI Investors, the GPV Investors and the DC Investors, the “Principal Investors”) and each Person listed on the signature pages under the caption “Other Investors” (collectively, the “Other Investors”). Except as otherwise specified herein, all capitalized terms used in this Agreement are defined in Exhibit A attached hereto.

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

Section 1 Demand Registrations.

(a) Requests for Registration. At any time beginning on the date of expiration of the IPO Lock-up Period to but excluding the one-year anniversary of the closing of the initial Public Offering, a Majority in Interest of the Principal Investors may request registration under the Securities Act of all or any portion of their Registrable Securities on Form S-1 or any similar long-form registration statement (“Long-Form Registrations”). At any time beginning on and following the one-year anniversary of the closing of the initial Public Offering, each of the Abrams Investors, the BXCI Investors, the GPV Investors, the DC Investors and the BM Investors may request registration under the Securities Act of all or any portion of their Registrable Securities on Form S-3 or any similar short-form registration statement (“Short-Form Registrations”), if available, and each such request may specify that any Short-Form Registration be made pursuant to Rule 415 under the Securities Act (a “Shelf Registration”) and (if the Company is a WKSI at the time any such request is submitted to the Company or will become one by the time of the filing of such Shelf Registration) that such Shelf Registration be an automatic shelf registration statement (as defined in Rule 405 under the Securities Act) (an “Automatic Shelf Registration Statement”). Any such requested Long-Form Registration or Short-Form Registration is referred to in this Agreement as a “Demand Registration.” Each request for a Demand Registration must specify the approximate number or dollar value of Registrable Securities requested to be registered by the requesting Holders and (if known) the intended method of distribution. On the terms and subject to the other conditions herein, the Principal Investors, collectively, shall be entitled to no more than two (2) Long-Form Registrations; provided that (i) the proposed maximum aggregate offering value of the Registrable Securities requested to be registered in any Long-Form Registration must equal at least \$50,000,000 based on the public offering price of shares of Registrable Securities set forth in the registration statement applicable to such Long-Form Registration or (ii) all of the

remaining Principal Investor Registrable Securities are sold in such offering; provided further that, following the one-year anniversary of the closing of the initial Public Offering, if the Company is ineligible to use a Short-Form Registration to effect a Demand Registration for any period of four (4) consecutive months, then the Principal Investors, collectively, shall be entitled to no more than two (2) additional Long-Form Registrations. On the terms and subject to the other conditions herein, each of the Abrams Investors, the BXCI Investors, the GPV Investors, the DC Investors and the BM Investors shall be entitled to no more than two (2) Short-Form Registrations in any twelve (12) month period; provided that (i) (x) the proposed maximum aggregate offering value of the Registrable Securities requested to be registered in any Short-Form Registration must equal at least \$20,000,000 based on the public offering price of shares of Registrable Securities set forth in the registration statement applicable to such Short-Form Registration or (y) all of the remaining Abrams Investor Registrable Securities, BXCI Investor Registrable Securities, GPV Investor Registrable Securities, DC Investor Registrable Securities or BM Investor Registrable Securities, as applicable, are sold in such offering. The Company will not be obligated to register the Registrable Securities of any Holder pursuant to a Long-Form Registration or a Short-Form Registration if the Company has filed within the immediately preceding sixty (60)-day period a registration statement or effected an offering of Common Equity with respect to (x) a Demand Registration (other than a Shelf Registration Statement that is not filed to effect an immediate Shelf Offering), (y) a Shelf Offering or (z) which a holder has declined the right to have its Registrable Securities included pursuant to a Piggyback Registration.

(b) Notice to Other Holders. Within two Business Days after receipt of any such request, the Company will give written notice of the Demand Registration to all other Holders and, subject to the terms of Section 1(e), will include in such Demand Registration (and in all related registrations and qualifications under state blue sky laws and in any related underwriting) all Registrable Securities with respect to which the Company has received written requests for inclusion therein within five Business Days after the receipt of the Company's notice.

(c) Form of Registrations. All Long-Form Registrations will be underwritten registrations unless otherwise approved by the Company. Demand Registrations will be Short-Form Registrations whenever the Company is permitted to use any applicable short form unless otherwise requested by the Company.

(d) Shelf Registrations.

(i) For so long as a registration statement for a Shelf Registration (a "Shelf Registration Statement") is and remains effective, each of the Abrams Investors, the BXCI Investors, the GPV Investors, the DC Investors and the BM Investors will have the right at any time or from time to time to elect to sell pursuant to an offering (including an underwritten offering) Registrable Securities pursuant to such registration statement ("Shelf Registrable Securities"). If any of the Abrams Investors, the BXCI Investors, the GPV Investors, the DC Investors or the BM Investors elects to sell Registrable Securities pursuant to an underwritten offering, then each of the Abrams Investors, the BXCI Investors, the GPV Investors, the DC Investors or the BM Investors may deliver to the Company a written notice (a "Shelf Offering Notice") specifying the number of Shelf Registrable Securities that the Abrams Investors, the BXCI Investors, the GPV Investors, the DC Investors or the BM Investors, as applicable, desire

to sell pursuant to such underwritten offering (the “Shelf Offering”). As promptly as practicable, but in no event later than two Business Days after receipt of a Shelf Offering Notice, the Company will give written notice of such Shelf Offering Notice to all other Holders of Shelf Registrable Securities that have been identified as selling stockholders in such Shelf Registration Statement and are otherwise permitted to sell in such Shelf Offering, which such notice shall request that each such Holder specify, within five (5) Business Days after the Company’s receipt of the Shelf Offering Notice, the maximum number of Shelf Registrable Securities such Holder desires to be disposed of in such Shelf Offering. The Company, subject to Section 1(e) and Section 7, will include in such Shelf Offering all Shelf Registrable Securities with respect to which the Company has received timely written requests for inclusion. The Company will, as expeditiously as possible (and in any event within ten (10) Business Days after the receipt of a Shelf Offering Notice), but subject to Section 1(e), use its best efforts to consummate such Shelf Offering. On the terms and subject to the other conditions herein, each of the Abrams Investors, the BXCI Investors, the GPV Investors, the DC Investors and the BM Investors shall be entitled to no more than two (2) Shelf Offerings in any twelve (12)-month period; provided that (i) (x) the proposed maximum aggregate offering value of the Registrable Securities requested to be included in any Shelf Offering must equal at least \$20,000,000 based on the public offering price of shares of Registrable Securities set forth in the prospectus or prospectus supplement applicable to such Shelf Offering or (y) all of the remaining Abrams Investor Registrable Securities, BXCI Investor Registrable Securities, GPV Investor Registrable Securities, DC Investor Registrable Securities or BM Investor Registrable Securities, as applicable, are sold in such offering. The Company will not be obligated to facilitate the offering of Shelf Registrable Securities of any Holder pursuant to a Shelf Offering if the Company has filed within the immediately preceding sixty (60)-day period a registration statement or effected an offering of Common Equity with respect to (x) a Demand Registration (other than a Shelf Registration Statement that is not filed to effect an immediate Shelf Offering), (y) a Shelf Offering or (z) which a Holder has declined the right to have its Registrable Securities included pursuant to a Piggyback Registration.

(ii) If the Abrams Investors, the BXCI Investors, the GPV Investors, the DC Investors or the BM Investors elect to engage in an underwritten block trade or bought deal pursuant to a Shelf Registration Statement (either through filing an Automatic Shelf Registration Statement or through a take-down from an already existing Shelf Registration Statement) (each, an “Underwritten Block Trade”), then notwithstanding the time periods set forth in Section 1(d)(i), then the Abrams Investors, the BXCI Investors, the GPV Investors, the DC Investors or the BM Investors may notify the Company of the Underwritten Block Trade by 5:00 p.m. Eastern time on the second Business Day preceding the day such offering is first anticipated to commence. The Company shall promptly notify other Holders of such Underwritten Block Trade and such notified Holders (each, a “Potential Participant”) may elect whether or not to participate no later than 5:00 p.m. Eastern time on the next Business Day after such notice is delivered, and the Company will as promptly as reasonably practicable use its best efforts to facilitate such Underwritten Block Trade (which may close as early as two Business Days after the date it commences). Any Potential Participant’s request to participate in an Underwritten Block Trade shall be binding on the Potential Participant.



(iii) All determinations as to whether to complete any Shelf Offering and as to the timing, manner, price and other terms of any Shelf Offering contemplated by this Section 1(d) shall be determined by the Participating Principal Investors, and the Company shall use its best efforts to cause any Shelf Offering to occur in accordance with such determinations as promptly as practicable.

(iv) The Company will, at the request of any of the Principal Investors, file any prospectus supplement or any post-effective amendments and otherwise take any action necessary to include therein all disclosure and language deemed necessary or advisable by the Principal Investors to effect such Shelf Offering.

(v) Subject to the terms of Section 1(f), the Company will use best efforts to keep the Shelf Registration Statement continuously effective until the date on which all Registrable Securities covered by the Shelf Registration Statement have been sold thereunder in accordance with the plan and method of distribution disclosed in the prospectus included in the Shelf Registration Statement, or otherwise (the "Shelf Period").

(e) Priority on Demand Registrations and Shelf Offerings. If a Demand Registration or a Shelf Offering is an underwritten offering and the managing underwriters advise the Company in writing that in their opinion the number of Registrable Securities and (if permitted hereunder) other securities requested to be included in such offering exceeds the number of Registrable Securities and other securities (if any), which can be sold therein without materially and adversely affecting the marketability, proposed offering price, timing or method of distribution of the offering, then the Company will include in such offering (prior to the inclusion of any securities which are not Registrable Securities) (i) first, the number of Principal Investor Registrable Securities requested to be included which, in the opinion of such underwriters, can be sold, without any such adverse effect, pro rata among the respective Participating Principal Investors on the basis of the number of Participating Principal Investor Registrable Securities requested to be included by such Participating Principal Investor; and (ii) second, the number of Registrable Securities requested to be included by any other Holders which, in the opinion of such underwriters, can be sold, without any such adverse effect, pro rata among such Holders on the basis of the number of Registrable Securities requested to be included by such Holder.

(f) Restrictions on Demand Registration and Shelf Offerings.

(i) The Company may postpone, for up to 30 consecutive days and an aggregate of 60 days in any twelve (12)-month period (or longer with the consent of a Majority in Interest of the Principal Investors) from the date of the applicable request (the "Suspension Period"), the filing or the effectiveness of a registration statement for a Demand Registration or suspend the use of a prospectus that is part of a Shelf Registration Statement (and therefore suspend sales of the Shelf Registrable Securities) by providing written notice to the Holders if the following conditions are met: (A) the Board determines that the offer or sale of Registrable Securities would reasonably be expected to have a material adverse effect on any proposal or plan by the Company or any Subsidiary to engage in any material acquisition of assets or stock (other than in the ordinary course of business) or any material merger, consolidation, tender offer, recapitalization, reorganization, or financing involving the Company and (B) upon advice of counsel, the sale of Registrable Securities pursuant to the registration statement would require disclosure of material non-public information not otherwise required to be disclosed under applicable law, and either (x) the Company has a bona fide business purpose for preserving the

confidentiality of such transaction, (y) disclosure would have a material adverse effect on the Company or the Company's ability to consummate such transaction, or (z) such transaction renders the Company unable to comply with SEC requirements, in each case under circumstances that would make it impractical or inadvisable to cause the registration statement (or such filings) to become effective or to promptly amend or supplement the registration statement on a post effective basis, as applicable. The Company may delay or suspend the effectiveness of a Demand Registration or Shelf Registration Statement pursuant to this Section 1(f)(i) only twice in any twelve (12)-month period (for avoidance of doubt, in addition to the Company's rights and obligations under Section 4(a)(vi)) unless additional delays or suspensions are approved by a Majority in Interest of the Principal Investors.

(ii) In the case of an event that causes the Company to suspend the use of a Shelf Registration Statement as set forth in Section 1(f)(i) above or pursuant to Section 4(a)(vi) (a "Suspension Event"), the Company will give a notice to the Holders whose Registrable Securities are registered pursuant to such Shelf Registration Statement (a "Suspension Notice") to suspend sales of the Registrable Securities and such notice must state generally the basis for the notice and that such suspension will continue only for so long as the Suspension Event or its effect is continuing. Each Holder agrees not to effect any sales of its Registrable Securities pursuant to such Shelf Registration Statement (or such filings) at any time after it has received a Suspension Notice from the Company and prior to receipt of an End of Suspension Notice. A Holder may recommence effecting sales of the Registrable Securities pursuant to the Shelf Registration Statement (or such filings) following further written notice to such effect (an "End of Suspension Notice") from the Company, which End of Suspension Notice will be given by the Company to the Holders promptly following the conclusion of any Suspension Event (and in any event during the permitted Suspension Period).

(g) Selection of Underwriters and Legal Counsel. The Board shall select the investment banker(s) and manager(s) to administer any underwritten offering in connection with any Demand Registration or Shelf Offering (other than any Underwritten Block Trade). The Participating Principal Investors, with the consent of the Company, which such consent not to be unreasonably withheld, conditioned or delayed, shall select the investment banker(s) and manager(s) to administer any underwritten offering in connection with any Underwritten Block Trade. The Company shall select the legal counsel to administer any underwritten offering in connection with any Demand Registration or Shelf Offering.

(h) Distributions of Registrable Securities to Partners or Members. In the event the Principal Investors request to participate in a registration pursuant to this Section 1 in connection with a distribution of Registrable Securities to its partners or members, the registration shall provide for resale by such partners or members, if requested by the Principal Investors.

(i) Revocation of Demand Notice or Shelf Offering Notice. At any time prior to the effective date of the registration statement relating to a Demand Registration or the "pricing" of any offering relating to a Shelf Offering Notice, the Principal Investors who initiated such Demand Registration or Shelf Offering may revoke or withdraw such notice of a Demand Registration or Shelf Offering Notice on behalf of all Holders participating in such Demand Registration or Shelf Offering without liability to such Holders (including, for the avoidance of doubt, the other Participating Principal Investors), in each case by providing written notice to the Company, and the Company shall immediately cease all efforts to secure effectiveness of such registration statement.

(j) Confidentiality. Each Holder agrees to treat as confidential the receipt of any notice hereunder (including notice of a Demand Registration, a Shelf Offering Notice and a Suspension Notice) and the information contained therein, and not to disclose or use the information contained in any such notice (or the existence thereof) without the prior written consent of the Company until such time as the information contained therein is or becomes available to the public generally (other than as a result of disclosure by such Holder in breach of the terms of this Agreement).

Section 2 Piggyback Registrations.

(a) Right to Piggyback. Whenever the Company proposes to register any of its equity securities under the Securities Act (including primary and secondary registrations, and other than pursuant to an Excluded Registration) (a "Piggyback Registration"), the Company will give prompt written notice (and in any event within three Business Days after the public filing of the registration statement relating to the Piggyback Registration) to all Holders of its intention to effect such Piggyback Registration and, subject to the terms of Section 2(b) and Section 2(c), will include in such Piggyback Registration (and in all related registrations or qualifications under blue sky laws and in any related underwriting) all Registrable Securities with respect to which the Company has received written requests for inclusion therein within ten (10) days after delivery of the Company's notice. Any Participating Principal Investor may withdraw its request for inclusion at any time prior to executing the underwriting agreement, or if none, prior to the applicable registration statement becoming effective.

(b) Priority on Primary Registrations. If a Piggyback Registration is an underwritten primary registration on behalf of the Company, and the managing underwriters advise the Company in writing that in their opinion the number of securities requested to be included in such registration exceeds the number which can be sold in such offering without adversely affecting the marketability, proposed offering price, timing or method of distribution of the offering, the Company will include in such registration (i) first, the securities the Company proposes to sell; (ii) second, the Principal Investor Registrable Securities requested to be included in such registration which, in the opinion of such underwriters, can be sold, without any such adverse effect, pro rata among the respective Participating Principal Investors on the basis of the number of Principal Investor Registrable Securities requested to be included by such Participating Principal Investor; (iii) third, the Registrable Securities requested to be included in such registration by any other Holders which, in the opinion of such underwriters, can be sold, without any such adverse effect, pro rata among such Holders on the basis of the number of Registrable Securities requested to be included by such Holder; and (iv) fourth, other securities requested to be included in such registration which, in the opinion of the underwriters, can be sold without any such adverse effect.

(c) Priority on Secondary Registrations. If a Piggyback Registration is an underwritten secondary registration on behalf of holders of the Company's equity securities (other than pursuant to Section 1 hereof), and the managing underwriters advise the Company in writing that in their opinion the number of securities requested to be included in such registration

exceeds the number which can be sold in such offering without materially and adversely affecting the marketability, proposed offering price, timing or method of distribution of the offering, the Company will include in such registration (i) first, the securities requested to be included therein by the holders initially requesting such registration which, in the opinion of the underwriters, can be sold without any such adverse effect; (ii) second, the Principal Investor Registrable Securities requested to be included in such registration which, in the opinion of such underwriters, can be sold, without any such adverse effect, pro rata among the respective Participating Principal Investors on the basis of the number of Principal Investor Registrable Securities requested to be included by such Participating Principal Investor; (iii) third, the Registrable Securities requested to be included in such registration by any other Holders which, in the opinion of such underwriters, can be sold, without any such adverse effect, pro rata among such Holders on the basis of the number of Registrable Securities requested to be included by such Holder; and (iv) fourth, other securities requested to be included in such registration which, in the opinion of the underwriters, can be sold without any such adverse effect.

(d) Right to Terminate Registration. The Company will have the right to terminate or withdraw any registration initiated by it under Section 2(a), whether or not any holder of Registrable Securities has elected to include securities in such registration; provided, that Principal Investors may continue the registration as a Demand Registration pursuant to the terms of Section 1.

(e) Selection of Underwriters. If any Piggyback Registration is initiated in respect of a primary offering by the Company, the Company shall select the legal counsel for the Company, the investment banker(s) and manager(s) for the offering.

### Section 3 Stockholder Lock-Up Agreements and Company Holdback Agreement.

(a) Stockholder Lock-up Agreements. In connection with any underwritten Public Offering, each Holder will enter into any lock-up, holdback or similar agreements requested by the underwriter(s) managing such offering, in each case with such modifications and exceptions as may be approved by the Company. Each Holder hereby agrees that, if requested by the managing underwriters, in connection with the initial Public Offering and in connection with any Demand Registration, Shelf Offering or Piggyback Registration that is an underwritten Public Offering, not to (i) offer, sell, contract to sell, pledge or otherwise dispose of (including sales pursuant to Rule 144), directly or indirectly, any equity securities of the Company (including equity securities of the Company that may be deemed to be beneficially owned by such Holder in accordance with the rules and regulations of the SEC) (collectively, "Securities"), or any securities, options or rights convertible into or exchangeable or exercisable for Securities (collectively, "Other Securities"), (ii) enter into a transaction which would have the same effect as described in clause (i) above, (iii) enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences or ownership of any Securities or Other Securities, whether such transaction is to be settled by delivery of such Securities or Other Securities, in cash or otherwise (each of (i), (ii) and (iii) above, a "Sale Transaction"), or (iv) publicly disclose the intention to enter into any Sale Transaction, commencing on the date on which the Company gives notice to the Holders that a preliminary prospectus has been circulated for such underwritten Public Offering or the "pricing" of such offering and continuing to the date that is (x) 180 days following the date of the final prospectus for such underwritten Public

Offering in the case of the initial Public Offering or (y) up to 90 days following the date of the final prospectus in the case of any other such underwritten Public Offering (each such period, or such shorter period as agreed to by the managing underwriters, a “Holdback Period” and such 180-day period, the “IPO Lock-up Period”), in each case with such modifications and exceptions applied to all Holders as may be approved by the Company provided, however, that holding custody of Securities under the standard terms of a prime brokerage account does not violate the restrictions of clause (i) above, and the foregoing restrictions shall not apply to (w) Securities acquired in the public market subsequent to the initial Public Offering, (x) distributions-in-kind to a Holder’s direct or indirect partners or members, but only if such recipients agree to be bound by the restrictions herein, (y) transfers to Affiliates, but only if such Affiliates agree to be bound by the restrictions herein and (z) the extent otherwise set forth in the lock-up, holdback or similar agreements requested by the underwriter(s) managing agreements signed by each Holder in connection with any underwritten Public Offering. The Company may impose stop-transfer instructions with respect to any Securities or Other Securities subject to the agreed restrictions until the end of such Holdback Period.

(b) Company Holdback Agreement. The Company (i) will not file any registration statement for a Public Offering or cause any such registration statement to become effective, or effect any public sale or distribution of its Securities or Other Securities during any Holdback Period (other than as part of such underwritten Public Offering, or a registration on Form S-4 or Form S-8 or any successor or similar form which is (x) then in effect or (y) shall become effective upon the conversion, exchange or exercise of any then outstanding Other Securities) and (ii) will cause each holder of Securities and Other Securities (including each of its directors and executive officers) to agree not to effect any Sale Transaction during any applicable Holdback Period, except as part of such underwritten registration (if otherwise permitted), unless approved in writing by the Company and the underwriters managing the Public Offering and to enter into any lock-up, holdback or similar agreements requested by the underwriter(s) managing such offering, in each case with such modifications and exceptions as may be approved by the Company.

#### Section 4 Registration Procedures.

(a) Company Obligations. Whenever the Holders have requested that any Registrable Securities be registered pursuant to this Agreement or have initiated a Shelf Offering, the Company will use its best efforts to effect the registration and the sale of such Registrable Securities in accordance with the intended method of disposition thereof, and pursuant thereto the Company will as expeditiously as possible:

(i) prepare and file with (or submit confidentially to) the SEC a registration statement, and all amendments and supplements thereto and related prospectuses, with respect to such Registrable Securities and use its best efforts to cause such registration statement to become effective as soon as possible, all in accordance with the Securities Act and all applicable rules and regulations promulgated thereunder;

(ii) use its best efforts to (A) prevent the issuance by the SEC of any stop order suspending the effectiveness of any registration statement, (B) notify each Holder of (x) the issuance by the SEC of any stop order suspending the effectiveness of any registration statement or the initiation of any proceedings for that purpose, (y) the receipt by the Company or its counsel of any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose, and (z) the effectiveness of each registration statement filed hereunder, and (C) obtain the withdrawal of any SEC stop order suspending the effectiveness of any registration statement or the initiation of any proceedings for that purpose at the earliest possible time;

(iii) prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective for a period ending when all of the securities covered by such registration statement have been disposed of in accordance with the intended methods of distribution by the sellers thereof set forth in such registration statement (but not in any event before the expiration of any longer period required under the Securities Act or, if such registration statement relates to an underwritten Public Offering, such longer period as in the opinion of counsel for the underwriters a prospectus is required by law to be delivered in connection with sale of Registrable Securities by an underwriter or dealer) and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such registration statement;

(iv) furnish, without charge, to each seller of Registrable Securities thereunder and each underwriter, if any, such number of copies of such registration statement, each amendment and supplement thereto, the prospectus included in such registration statement (including each preliminary prospectus) (in each case including all exhibits and documents incorporated by reference therein), each amendment and supplement thereto, each Free Writing Prospectus and such other documents as such seller or underwriter, if any, may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller (the Company hereby consenting to the use in accordance with all applicable laws of each such registration statement, each such amendment and supplement thereto, and each such prospectus (or preliminary prospectus or supplement thereto) or Free Writing Prospectus by each such seller of Registrable Securities and the underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by such registration statement or prospectus);

(v) use its best efforts to register or qualify such Registrable Securities under such other securities or blue sky laws of such jurisdictions as any seller reasonably requests and do any and all other acts and things which may be reasonably necessary or advisable to enable such seller to consummate the disposition in such jurisdictions of the Registrable Securities owned by such seller (provided that the Company will not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph or (B) consent to general service of process in any such jurisdiction or (C) subject itself to taxation in any such jurisdiction);

(vi) notify in writing each seller of such Registrable Securities (A) promptly after it receives notice thereof, of the date and time when such registration statement and each post-effective amendment thereto has become effective or a prospectus or supplement to any prospectus relating to a registration statement has been filed and when any registration or

qualification has become effective under a state securities or blue sky law or any exemption thereunder has been obtained, (B) promptly after receipt thereof, of any request by the SEC for the amendment or supplementing of such registration statement or prospectus or for additional information, and (C) at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event or of any information or circumstances as a result of which the prospectus included in such registration statement contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading, and, subject to Section 1(f), if required by applicable law, the Company will use its best efforts to promptly prepare and file a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading and (D) if at any time the representations and warranties of the Company in any underwriting agreement, securities sale agreement, or other similar agreement, relating to the offering shall cease to be true and correct;

(vii) (A) cause all such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed and, if not so listed, to be listed on a securities exchange and, without limiting the generality of the foregoing, to arrange for at least two market makers to register as such with respect to such Registrable Securities with FINRA, and (B) comply (and continue to comply) with the requirements of any self-regulatory organization applicable to the Company, including without limitation all corporate governance requirements;

(viii) provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of such registration statement;

(ix) enter into and perform such customary agreements (including, as applicable, underwriting agreements in customary form) and take all such other actions as the underwriters, if any, reasonably request in order to expedite or facilitate the disposition of such Registrable Securities (including, without limitation, making available the executive officers of the Company and participating in “road shows,” investor presentations, marketing events and other selling efforts and effecting a stock or unit split or combination, recapitalization or reorganization);

(x) obtain for each selling Holder and any underwriter:

(A) an opinion of counsel for the Company, covering the matters customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such selling Holder and/or underwriters, and

(B) a “comfort” letter (or, in the case of any such Person which does not satisfy the conditions for receipt of a “comfort” letter specified in AU Section 634 of the AICPA Professional Standards, an “agreed upon procedures” letter) signed by the independent registered public accountants who have certified the Company’s financial statements included in such registration statement (and, if necessary, any other independent registered public accountant of any Subsidiary of the Company or any business acquired by the Company from which financial statements and financial data are, or are required to be, included in the registration statement);

(xi) make available for inspection by any seller of Registrable Securities, any underwriter participating in any disposition or sale pursuant to such registration statement and any attorney, accountant or other agent retained by any such seller or underwriter, all financial and other records, pertinent corporate and business documents and properties of the Company, as will be necessary to enable them to exercise their due diligence responsibility, and cause the Company's officers, directors, employees, agents, representatives and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such registration statement and the disposition of such Registrable Securities pursuant thereto;

(xii) take all actions to ensure that any Free-Writing Prospectus utilized in connection with any Demand Registration or Piggyback Registration or Shelf Offering hereunder complies in all material respects with the Securities Act, is filed in accordance with the Securities Act to the extent required thereby, is retained in accordance with the Securities Act to the extent required thereby and, when taken together with the related prospectus, prospectus supplement and related documents, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(xiii) otherwise use its best efforts to comply with all applicable rules and regulations of the SEC, and make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the registration statement, which earnings statement will satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(xiv) permit any Holder which, in its sole and exclusive judgment, might be deemed to be an underwriter or a controlling person of the Company, to participate in the preparation of such registration or comparable statement and to allow such Holder to provide language for insertion therein, in form and substance satisfactory to the Company, which in the reasonable judgment of such Holder and its counsel should be included;

(xv) use its best efforts to (A) make Short-Form Registration available for the sale of Registrable Securities and (B) prevent the issuance of any stop order suspending the effectiveness of a registration statement, or the issuance of any order suspending or preventing the use of any related prospectus or suspending the qualification of any Common Equity included in such registration statement for sale in any jurisdiction use, and in the event any such order is issued, best efforts to obtain promptly the withdrawal of such order;

(xvi) use its best efforts to cause such Registrable Securities covered by such registration statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the sellers thereof to consummate the disposition of such Registrable Securities;



(xvii) cooperate with the Holders covered by the registration statement and the managing underwriter or agent, if any, to facilitate the timely preparation and delivery of certificates (not bearing any restrictive legends) representing securities to be sold under the registration statement, or the removal of any restrictive legends associated with any account at which such securities are held, and enable such securities to be in such denominations and registered in such names as the managing underwriter, or agent, if any, or such Holders may request;

(xviii) have appropriate officers of the Company prepare and make presentations at any “road shows” and before analysts and rating agencies, as the case may be, take other actions to obtain ratings for any Registrable Securities (if they are eligible to be rated) and otherwise use its best efforts to cooperate as reasonably requested by the selling Holders and the underwriters in the offering, marketing or selling of the Registrable Securities;

(xix) have appropriate officers of the Company, and cause representatives of the Company’s independent registered public accountants, to participate in any due diligence discussions reasonably requested by any selling Holder or any underwriter;

(xx) if requested by any underwriter, agree, and cause the Company and any directors or officers of the Company to agree, to be bound by customary “lock-up” agreements restricting the ability to dispose of Company securities and file or cause the filing of any registration statement under the Securities Act;

(xxi) if requested by any managing underwriter, include in any prospectus or prospectus supplement updated financial or business information for the Company’s most recent period or current quarterly period (including estimated results or ranges of results) if required for purposes of marketing the offering in the view of the managing underwriter;

(xxii) cooperate and assist in any filings required to be made with the FINRA and in the performance of any due diligence investigation by any underwriter that is required to be undertaken in accordance with the rules and regulations of FINRA;

(xxiii) otherwise use best efforts to cooperate as reasonably requested by the selling Holders and the underwriters in the offering, marketing or selling of the Registrable Securities;

(xxiv) otherwise use best efforts to comply with all applicable rules and regulations of the SEC and all reporting requirements under the rules and regulations of the Exchange Act;

(xxv) cause any officer of the Company to participate fully in the sale process in a manner customary for persons in like positions and consistent with his or her other duties with the Company, including the preparation of the registration statement and the preparation and presentation of any road shows and other investor meetings;

(xxvi) take no direct or indirect action prohibited by Regulation M under the Exchange Act; provided, however, that to the extent that any prohibition is applicable to the Company, the Company will take such action as is necessary to make any such prohibition inapplicable;

(xxvii) cooperate with each Holder covered by the registration statement and each underwriter or agent participating in the disposition of such Registrable Securities and their respective counsel in connection with the preparation and filing of applications, notices, registrations and responses to requests for additional information with FINRA, the New York Stock Exchange, Nasdaq or any other national securities exchange on which the shares of Common Equity are or are to be listed, and (B) to the extent required by the rules and regulations of FINRA, retain a Qualified Independent Underwriter acceptable to the managing underwriter;

(xxviii) in the case of any underwritten offering, use its best efforts to obtain, and deliver to the underwriter(s), in the manner and to the extent provided for in the applicable underwriting agreement, one or more cold comfort letters from the Company's independent public accountants in customary form and covering such matters of the type customarily covered by cold comfort letters;

(xxix) use its best efforts to provide (A) a legal opinion of the Company's outside counsel, dated the effective date of such registration statement addressed to the Company, (B) on the date that such Registrable Securities are delivered to the underwriters for sale in connection with a Demand Registration or Shelf Offering, if such securities are being sold through underwriters, or, if such securities are not being sold through underwriters, on the closing date of the applicable sale, (1) one or more legal opinions of the Company's outside counsel, dated such date, in form and substance as customarily given to underwriters in an underwritten public offering or, in the case of a non-underwritten offering, to the broker, placement agent or other agent of the Holders assisting in the sale of the Registrable Securities and (2) one or more "negative assurances letters" of the Company's outside counsel, dated such date, in form and substance as is customarily given to underwriters in an underwritten public offering or, in the case of a non-underwritten offering, to the broker, placement agent or other agent of the Holders assisting in the sale of the Registrable Securities, in each case, addressed to the underwriters, if any, or, if requested, in the case of a non-underwritten offering, to the broker, placement agent or other agent of the Holders assisting in the sale of the Registrable Securities and (3) customary certificates executed by authorized officers of the Company as may be requested by any Holder or any underwriter of such Registrable Securities;

(xxx) if the Company files an Automatic Shelf Registration Statement covering any Registrable Securities, use its best efforts to remain a WKSI (and not become an ineligible issuer (as defined in Rule 405 under the Securities Act)) during the period during which such Automatic Shelf Registration Statement is required to remain effective;

(xxxi) if the Company does not pay the filing fee covering the Registrable Securities at the time an Automatic Shelf Registration Statement is filed, pay such fee at such time or times as the Registrable Securities are to be sold;

(xxxii) if the Automatic Shelf Registration Statement has been outstanding for at least three (3) years, at the end of the third year, refile a new Automatic Shelf Registration Statement covering the Registrable Securities, and, if at any time when the Company is required to re-evaluate its WKSI status the Company determines that it is not a WKSI, use its best efforts to refile the Shelf Registration Statement on Form S-3 and, if such form is not available, Form S-1 and keep such registration statement effective during the period during which such registration statement is required to be kept effective;

(xxxiii) use best efforts to take any action requested by the selling Holders, including any action described in clauses (i) through (xxxii) above, to prepare for and facilitate any “over-night deal” or other proposed sale of Registrable Securities over a limited timeframe.

(b) Officer Obligations. Each Holder that is an officer of the Company agrees that if and for so long as he or she is employed by the Company or any Subsidiary thereof, he or she will participate fully in the sale process in a manner customary for persons in like positions and consistent with his or her other duties with the Company, including the preparation of the registration statement and the preparation and presentation of any road shows.

(c) Automatic Shelf Registration Statements. If the Company files any Automatic Shelf Registration Statement for the benefit of the holders of any of its securities other than the Holders, and the Principal Investors do not request that their Registrable Securities be included in such Shelf Registration Statement, the Company agrees that, at the request of the Principal Investors, it will include in such Automatic Shelf Registration Statement such disclosures as may be required by Rule 430B in order to ensure that the Principal Investors may be added to such Shelf Registration Statement at a later time through the filing of a prospectus supplement rather than a post-effective amendment. If the Company has filed any Automatic Shelf Registration Statement for the benefit of the holders of any of its securities other than the Holders, the Company shall, at the request of the Principal Investors, file any post-effective amendments necessary to include therein all disclosure and language necessary to ensure that the holders of Registrable Securities may be added to such Shelf Registration Statement.

(d) Additional Information. The Company may require each seller of Registrable Securities as to which any registration is being effected to furnish the Company such information regarding such seller and the distribution of such securities as the Company may from time to time reasonably request in writing, as a condition to such seller’s participation in such registration.

(e) In-Kind Distributions. If any Holder seeks to effectuate an in-kind distribution of all or part of its Common Equity to its direct or indirect equityholders, the Company will, subject to applicable lock-up, holdback or similar agreements pursuant to Section 3(a), reasonably cooperate with and assist such Holder, such equityholders and the Company’s transfer agent to facilitate such in-kind distribution in the manner reasonably requested by such Holder (including the delivery of instruction letters by the Company or its counsel to the Company’s transfer agent and the delivery of Common Equity without restrictive legends, to the extent no longer applicable).

(f) Suspended Distributions. Each Person participating in a registration hereunder agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 4(a)(vi), such Person will immediately discontinue the disposition of its Registrable Securities pursuant to the registration statement until such Person’s receipt of the copies of a supplemented or amended prospectus as contemplated by Section 4(a)(vi), subject to the Company’s compliance with its obligations under Section 4(a)(vi).

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## Section 5 Registration Expenses.

Except as expressly provided herein, all out-of-pocket expenses incurred by the Company in connection with the performance of or compliance with this Agreement and/or in connection with any Demand Registration, Piggyback Registration or Shelf Offering, whether or not the same shall become effective, shall be paid by the Company, including, without limitation: (i) all registration and filing fees, and any other fees and expenses associated with filings required to be made with the SEC or FINRA, (ii) all fees and expenses in connection with compliance with any securities or "blue sky" laws, (iii) all printing, duplicating, word processing, messenger, telephone, facsimile and delivery expenses (including expenses of printing certificates for the Registrable Securities in a form eligible for deposit with The Depository Trust Company or other depository and of printing prospectuses and Company Free Writing Prospectuses), (iv) all fees and disbursements of counsel for the Company and of all independent certified public accountants of the Company (including the expenses of any special audit and cold comfort letters required by or incident to such performance), (v) Securities Act liability insurance or similar insurance if the Company so desires or the underwriters so require in accordance with then-customary underwriting practice, (vi) all fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange on which similar securities of the Company are then listed (or on which exchange the Registrable Securities are proposed to be listed in the case of the initial Public Offering), (vii) all applicable rating agency fees with respect to the Registrable Securities, (viii) all fees and disbursements of legal counsel for the Company, (ix) any fees and disbursements of underwriters customarily paid by issuers or sellers of securities, (x) all fees and expenses of any special experts or other Persons retained by the Company in connection with any Registration (xi) all of the Company's internal expenses (including all salaries and expenses of its officers and employees performing legal or accounting duties) and (xii) all expenses related to the "road-show" for any underwritten offering, including all travel, meals and lodging. All such expenses are referred to herein as "Registration Expenses." The Company shall not be required to pay, and each Person that sells securities pursuant to a Demand Registration, Shelf Offering or Piggyback Registration hereunder will bear and pay, all underwriting discounts and commissions applicable to the Registrable Securities sold for such Person's account and all transfer taxes (if any) attributable to the sale of such Person's Registrable Securities.

## Section 6 Indemnification and Contribution.

(a) By the Company. The Company will indemnify and hold harmless, to the fullest extent permitted by law and without limitation as to time, each Holder, such Holder's officers, directors employees, agents, fiduciaries, stockholders, managers, partners, members, affiliates, direct and indirect equityholders, consultants and representatives, and any successors and assigns thereof, and each Person who controls such holder (within the meaning of the Securities Act) (the "Indemnified Parties") against all losses, claims, actions, damages, liabilities and expenses (including with respect to actions or proceedings, whether commenced or threatened, and including reasonable attorney fees and expenses) (collectively, "Losses") caused by, resulting from, arising out of, based upon or related to any of the following (each, a "Violation") by the

Company: (i) any untrue or alleged untrue statement of material fact contained in (A) any registration statement, prospectus, preliminary prospectus or Free-Writing Prospectus, or any amendment thereof or supplement thereto or (B) any application or other document or communication (in this Section 6, collectively called an “application”) executed by or on behalf of the Company or based upon written information furnished by or on behalf of the Company filed in any jurisdiction in order to qualify any securities covered by such registration under the “blue sky” or securities laws thereof, (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading or (iii) any violation or alleged violation by the Company of the Securities Act or any other similar federal or state securities laws or any rule or regulation promulgated thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any such registration, qualification or compliance. In addition, the Company will reimburse such Indemnified Party for any legal or any other expenses reasonably incurred by them in connection with investigating or defending any such Losses. Notwithstanding the foregoing, the Company will not be liable in any such case to the extent that any such Losses result from, arise out of, are based upon, or relate to an untrue statement, or omission, made in such registration statement, any such prospectus, preliminary prospectus or Free-Writing Prospectus or any amendment or supplement thereto, or in any application, in reliance upon, and in conformity with, written information prepared and furnished in writing to the Company by such Indemnified Party expressly for use therein or by such Indemnified Party’s failure to deliver a copy of the registration statement or prospectus or any amendments or supplements thereto after the Company has furnished such Indemnified Party with a sufficient number of copies of the same. In connection with an underwritten offering, the Company will indemnify such underwriters, their officers and directors, and each Person who controls such underwriters (within the meaning of the Securities Act) to the same extent as provided above with respect to the indemnification of the Indemnified Parties or as otherwise agreed to in the underwriting agreement executed in connection with such underwritten offering. Such indemnity and reimbursement of expenses shall remain in full force and effect regardless of any investigation made by or on behalf of such Indemnified Party and shall survive the transfer of such securities by such seller.

(b) By Holders. In connection with any registration statement in which a Holder is participating, each such Holder will furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such registration statement or prospectus and, to the extent permitted by law, will indemnify the Company, its officers, directors, employees, agents and representatives, and each Person who controls the Company (within the meaning of the Securities Act) against any Losses resulting from (as determined by a final and appealable judgment, order or decree of a court of competent jurisdiction) any untrue statement of material fact contained in the registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information or affidavit so furnished in writing by such Holder expressly for use therein; provided that the obligation to indemnify will be individual, not joint and several, for each Holder and will be limited to the net amount of proceeds received by such Holder from the sale of Registrable Securities pursuant to such registration statement.

(c) Claim Procedure. Any Person entitled to indemnification hereunder will (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice will impair any Person's right to indemnification hereunder only to the extent such failure has prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party will not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent will not be unreasonably withheld, conditioned or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim will not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. In such instance, the conflicted indemnified parties will have a right to retain one separate counsel, chosen by the majority of the conflicted indemnified parties involved in the indemnification, at the expense of the indemnifying party.

(d) Contribution. If the indemnification provided for in this Section 6 is held by a court of competent jurisdiction to be unavailable to, or is insufficient to hold harmless, an indemnified party or is otherwise unenforceable with respect to any Loss referred to herein, then such indemnifying party will contribute to the amounts paid or payable by such indemnified party as a result of such Loss, (i) in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other hand in connection with the statements or omissions which resulted in such Loss as well as any other relevant equitable considerations or (ii) if the allocation provided by clause (i) of this Section 6(d) is not permitted by applicable law, then in such proportion as is appropriate to reflect not only such relative fault but also the relative benefit of the Company on the one hand and of the sellers of Registrable Securities and any other sellers participating in the registration statement on the other in connection with the statement or omissions which resulted in such Losses, as well as any other relevant equitable considerations; provided that the maximum amount of liability in respect of such contribution will be limited, in the case of each seller of Registrable Securities, to an amount equal to the net proceeds actually received by such seller from the sale of Registrable Securities effected pursuant to such registration. The relative fault of the indemnifying party and of the indemnified party will be determined by reference to, among other things, whether the untrue (or, as applicable alleged) untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just or equitable if the contribution pursuant to this Section 6(d) were to be determined by pro rata allocation or by any other method of allocation that does not take into account such equitable considerations. The amount paid or payable by an indemnified party as a result of the Losses referred to herein will be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending against any action or claim which is the subject hereof. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who is not guilty of such fraudulent misrepresentation.

(e) Release. No indemnifying party will, except with the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

(f) Non-exclusive Remedy; Survival. The indemnification and contribution provided for under this Agreement will be in addition to any other rights to indemnification or contribution that any indemnified party may have pursuant to law or contract (and the Company and its Subsidiaries shall be considered the indemnitors of first resort in all such circumstances to which this Section 6 applies) and will remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling Person of such indemnified party and will survive the transfer of Registrable Securities and the termination or expiration of this Agreement.

Section 7 Cooperation with Underwritten Offerings. No Person may participate in any underwritten registration hereunder unless such Person (i) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Person or Persons entitled hereunder to approve such arrangements (including, without limitation, pursuant to the terms of any over-allotment or "green shoe" option requested by the underwriters; provided that no Holder will be required to sell more than the number of Registrable Securities such Holder has requested to include in such registration) and (ii) completes, executes and delivers all questionnaires, powers of attorney, stock powers, custody agreements, indemnities, underwriting agreements and other documents and agreements required under the terms of such underwriting arrangements or as may be reasonably requested by the Company and the lead managing underwriter(s). To the extent that any such agreement is entered into pursuant to, and consistent with, Section 3, Section 4 and/or this Section 7, the respective rights and obligations created under such agreement will supersede the respective rights and obligations of the Holders, the Company and the underwriters created thereby with respect to such registration.

Section 8 Subsidiary Public Offering. If, after an initial Public Offering of the common equity securities of one of its Subsidiaries, the Company distributes securities of such Subsidiary to its equityholders, then the rights and obligations of the Company pursuant to this Agreement will apply, *mutatis mutandis*, to such Subsidiary, and the Company will cause such Subsidiary to comply with such Subsidiary's obligations under this Agreement as if it were the Company hereunder.

Section 9 Rules 144 and 144A and Regulation S. The Company covenants that it will file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder (or, if the Company is not required to file such reports, it will, upon the reasonable request of the Principal Investors, make publicly available such necessary information for so long as necessary to permit sales pursuant to Rule 144, Rule 144A or Regulation S under the Securities Act, as such rules may be amended from time to time), and it will take such further action as the Principal Investors may reasonably request, all to the extent required from time to time to enable the Principal Investors to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (i) Rule 144, Rule 144A or Regulation S under the Securities Act, as such rules may be amended from time to time, or (ii) any similar rule or regulation hereafter adopted by the SEC. Upon the reasonable request of any Holder, the Company will deliver to such Holder a written statement as to whether it has complied with such requirements and, if not, the specifics thereof.

Section 10 Additional Stockholder Lock-up Agreement.

(a) Additional Stockholder Lock-up Agreement.

(i) During the period (the “Additional Lock-up Period”) beginning on the date of expiration of the IPO Lock-up Period to and including September 30, 2027 (the “Additional Lock-up Termination Date”), no DC Investor or BM Investor shall transfer any interest in DC Investor Lock-up Equity or BM Investor Lock-up Equity, as applicable, except (1) transfers to Permitted Transferees who execute a joinder to this Agreement as a DC Investor or BM Investor, as applicable, and agree to be bound by this restriction, (2) transfers of DC Investor Lock-up Equity to a party other than its Permitted Transferee not to exceed \$30 million in value in the aggregate, taking into account all such transfers of DC Investor Lock-up Equity during the Additional Lock-Up Period, (3) transfers of BM Investor Lock-up Equity to a party other than its Permitted Transferee not to exceed \$30 million in value in the aggregate, taking into account all such transfers of BM Investor Lock-up Equity during the Additional Lock-Up Period, (4) transfers pursuant to Section 10(a)(iii) or Section 10(a)(iv) below or (5) to any transfer in response to a request from a DC Investor or BM Investor to alleviate hardship faced by such DC Investor or BM Investor so long as such transfer is approved by the Board.

(ii) If a DC Investor or BM Investor is a trust or estate planning vehicle or entity of which a beneficiary, or a member of the Family Group of a beneficiary, is an employee, officer, director, other service provider or consultant of the Company or its Subsidiaries (such trust, the “Trust,” and such employee, officer, director, other service provider or consultant, the “Service Provider”), then any provision of this Agreement or any other agreements relating to the DC Investor Lock-up Equity or BM Investor Lock-up Equity held by the Trust that refers to such DC Investor or BM Investor’s employment or engagement by the Company or its Subsidiaries shall, as it relates to the Trust, be deemed to be a reference to the Service Provider’s employment or engagement by the Company or its Subsidiaries, and the Trust shall be bound by and subject to any terms, conditions or restrictions under such agreements by and to which the Service Provider would be bound and subject if the DC Investor Lock-up Equity or BM Investor Lock-up Equity held by the Trust were held by the Service Provider instead of the Trust.

(iii) Notwithstanding the foregoing, at any time the Abrams Investor Sale Percentage exceeds 50% and prior to the Additional Lock-up Termination Date, a DC Investor or BM Investor may transfer Common Equity in accordance with Section 1 or 2 only at such time as an Abrams Investor is also selling Common Equity in an underwritten offering and then only up to a number of shares of Common Equity (a “Transferable Amount”) equal to the product of (x) the aggregate number of shares of DC Investor Lock-up Equity or BM Investor Lock-up Equity held by the DC Investor or BM Investor, as applicable, immediately prior to such underwritten offering, multiplied by (y) a fraction, the numerator of which is the aggregate number of Abrams Investor Registrable Securities immediately following the closing of the initial Public Offering that are being sold in such underwritten offering and the denominator of which is the total number of Abrams Investor Registrable Securities immediately following the closing of the initial Public Offering, provided, that any portion of the Transferable Amount that such DC Investor or BM Investor chooses not to sell in such underwritten offering will automatically cease to be DC Investor Lock-up Equity or BM Investor Lock-up Equity, as applicable (“Released Shares”);



(iv) Further, in the event that an Abrams Investor sells Abrams Investor Registrable Securities, other than in an underwritten offering or to a Permitted Transferee, at any time the Abrams Investor Sale Percentage exceeds 50% and prior to the Additional Lock-up Termination Date, such Abrams Investor will notify the Company, within the earlier of (A) the date such sale is required to be reported in a filing under the Exchange Act and (B) 30 days, of the number of Abrams Investor Registrable Securities sold (the “Abrams Investor Sale Notice”), and the Company will, within two Business Days after receiving such notice, send a notice to each DC Investor and BM Investor in writing, setting forth the number of shares of Common Equity which have become Released Shares (determined by the product of (x) the aggregate number of shares of DC Investor Lock-up Equity or BM Investor Lock-up Equity, as applicable, as of the date of the Abrams Investor Sale Notice, multiplied by (y) a fraction, the numerator of which is the aggregate number of Abrams Investor Registrable Securities immediately following the closing of the initial Public Offering that are reported in the Abrams Investor Sale Notice and the denominator of which is the total number of Abrams Investor Registrable Securities immediately following the closing of the initial Public Offering).

(b) Effect on Registration Rights. The provisions of this Section 10 shall govern and control any allocations or rights to registrations of the DC Investor Lock-up Equity and BM Investor Lock-up Equity, including, but not limited to, pursuant to Sections 1(a), 1(b), 1(d)(i), 1(d)(ii), 1(e), 2(a), 2(b) and 2(c) above.

Section 11 Trading Windows. The Company shall (i) use its reasonable best efforts to notify the Principal Investors of each “closing” and “opening” date under the trading windows established by the Company’s insider trading policy, in each case, at least two Business Days prior to each such date and (ii), at the request of the Principal Investors, confirm to the Principal Investors whether a trading window is open at such time.

Section 12 Joinder; Additional Parties; Transfer of Registrable Securities

(a) Joinder. With the consent of a Majority in Interest of the Principal Investors, the Company may from time to time permit any Person who acquires Common Equity (or rights to acquire Common Equity) to become a party to this Agreement and to be entitled to and be bound by all of the rights and obligations as a Holder by obtaining an executed joinder to this Agreement from such Person in the form of Exhibit B attached hereto (a “Joinder”). Upon the execution and delivery of a Joinder by such Person, the Common Equity held by such Person shall become the category of Registrable Securities (i.e., Abrams Investor Registrable Securities, BXCI Investor Registrable Securities, GPV Investor Registrable Securities, DC Investor Registrable Securities, BM Investor Registrable Securities or Other Investor Registrable Securities), and such Person shall be deemed the category of Holder (i.e., Abrams Investor, BXCI Investor, GPV Investor, DC Investor, BM Investor or Other Investor), in each case as approved in advance by the Holders in such category and as set forth on the signature page to such Joinder.

(b) Legend. Each certificate (if any) evidencing any Registrable Securities and each certificate issued in exchange for or upon the transfer of any Registrable Securities (unless such Registrable Securities would no longer be Registrable Securities after such transfer) will be stamped or otherwise imprinted with a legend in substantially the following form:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER AND OTHER PROVISIONS SET FORTH IN A REGISTRATION RIGHTS AGREEMENT DATED AS OF \_\_\_\_\_, 2024 AMONG THE ISSUER OF SUCH SECURITIES (THE “COMPANY”) AND CERTAIN OF THE COMPANY’S EQUITYHOLDERS, AS AMENDED. A COPY OF SUCH AGREEMENT WILL BE FURNISHED WITHOUT CHARGE BY THE COMPANY TO THE HOLDER HEREOF UPON WRITTEN REQUEST.”

The Company will imprint such legend on certificates evidencing Registrable Securities outstanding prior to the date hereof. The legend set forth above will be removed from the certificates evidencing any securities that have ceased to be Registrable Securities.

Section 13 General Provisions.

(a) Amendments and Waivers. Except as otherwise provided herein, the provisions of this Agreement may be amended, modified or waived only with the prior written consent of the Company and a Majority in Interest of the Principal Investors; provided that no such amendment, modification or waiver that would treat a specific Holder or group of Holders of Registrable Securities (i.e., Abrams Investor, BXC Investor, GPV Investor, DC Investor, BM Investor or Other Investor) in a manner materially and adversely different than any other Holder or group of Holders will be effective against such Holder or group of Holders without the consent of the holders of a majority of the Registrable Securities that are held by the group of Holders that is materially and adversely affected thereby. The failure or delay of any Person to enforce any of the provisions of this Agreement will in no way be construed as a waiver of such provisions and will not affect the right of such Person thereafter to enforce each and every provision of this Agreement in accordance with its terms. A waiver or consent to or of any breach or default by any Person in the performance by that Person of his, her or its obligations under this Agreement will not be deemed to be a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person under this Agreement.

(b) Remedies. The parties to this Agreement will be entitled to enforce their rights under this Agreement specifically (without posting a bond or other security), to recover damages caused by reason of any breach of any provision of this Agreement and to exercise all other rights existing in their favor. The parties hereto agree and acknowledge that a breach of this Agreement would cause irreparable harm and money damages would not be an adequate remedy for any such breach and that, in addition to any other rights and remedies existing hereunder, any party will be entitled to specific performance and/or other injunctive relief from any court of law or equity of competent jurisdiction (without posting any bond or other security) in order to enforce or prevent violation of the provisions of this Agreement.

(c) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited, invalid, illegal or unenforceable in any respect and to any extent under any applicable law or regulation in any jurisdiction, (i) the application of that provision to other Person or circumstances shall not be affected thereby and that provision shall be enforced to the greatest extent permitted by law and (ii) such prohibition, invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provision of this Agreement in such jurisdiction or in any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such prohibited, invalid, illegal or unenforceable provision had never been contained herein.

(d) Entire Agreement. Except as otherwise provided herein, this Agreement contains the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties hereto, written or oral, which may have related to the subject matter hereof in any way.

(e) Successors and Assigns. This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and any Permitted Transferees who execute a Joinder to this Agreement, and upon becoming a successor or permitted assign, such Permitted Transferee shall be treated as a Holder and as Abrams Investor, BXCI Investor, GPV Investor, DC Investor, BM Investor or Other Investor, as applicable, hereunder. This Agreement shall not confer any rights or benefits on any persons that are not parties hereto, other than as expressly set forth in this Agreement, including this Section 13(e).

(f) Notices. Any notice, demand or other communication to be given under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (i) when delivered personally to the recipient, (ii) when sent by electronic mail or facsimile if sent during normal business hours of the recipient; but if not, then on the next Business Day, (iii) one Business Day after it is sent to the recipient by reputable overnight courier service (charges prepaid) or (iv) three Business Days after it is mailed to the recipient by first class mail, return receipt requested. Such notices, demands and other communications will be sent to the Company at the address specified on the signature page hereto or any Joinder and to any holder, or at such address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party. Any party may change such party's address for receipt of notice by giving prior written notice of the change to the sending party as provided herein. The Company's address is:

Loar Holdings Inc.  
20 New King Street  
White Plains, New York 10604  
Attn: Michael Manella, Vice President, General Counsel and Secretary  
Email: [\*]

With a copy to:

Benesch, Friedlander, Coplan & Aronoff LLP  
1155 Avenue of the Americas, Floor 26  
New York, New York 10036  
Attn: Sean T. Peppard  
Aslam A. Rawoof  
Email: speppard@beneschlaw.com  
arawoof@beneschlaw.com

or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party.

(g) Business Days. If any time period for giving notice or taking action hereunder expires on a day that is not a Business Day, the time period will automatically be extended to the Business Day immediately following such Saturday, Sunday or legal holiday.

(h) Governing Law. The corporate law of the State of New York will govern all issues and questions concerning the relative rights of the Company and its equityholders. All other issues and questions concerning the construction, validity, interpretation and enforcement of this Agreement and the exhibits and schedules hereto will be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

(i) MUTUAL WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED FOR INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT (AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL), EACH PARTY HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY.

(j) CONSENT TO JURISDICTION AND SERVICE OF PROCESS. EACH OF THE PARTIES IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT, ANY RELATED AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. EACH OF THE PARTIES HERETO FURTHER AGREES THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY U.S. REGISTERED MAIL TO SUCH PARTY'S RESPECTIVE ADDRESS SET FORTH ABOVE WILL BE EFFECTIVE SERVICE OF PROCESS FOR ANY ACTION, SUIT OR PROCEEDING WITH RESPECT TO ANY MATTERS TO WHICH IT HAS SUBMITTED TO JURISDICTION IN THIS PARAGRAPH. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF THIS AGREEMENT, ANY RELATED DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE, AND HEREBY AND THEREBY FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

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(k) No Recourse. Notwithstanding anything to the contrary in this Agreement, the Company and each Holder agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement, will be had against any current or future director, officer, employee, general or limited partner or member of any Holder or any Affiliate or assignee thereof, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever will attach to, be imposed on or otherwise be incurred by any current or future officer, agent or employee of any Holder or any current or future member of any Holder or any current or future director, officer, employee, partner or member of any Holder or of any Affiliate or assignee thereof, as such for any obligation of any Holder under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

(l) Descriptive Headings: Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. The use of the word “including” in this Agreement will be by way of example rather than by limitation.

(m) No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party.

(n) Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together will constitute one and the same agreement.

(o) Electronic Delivery. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent executed and delivered by means of a photographic, photostatic, facsimile or similar reproduction of such signed writing using a facsimile machine or electronic mail will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument will raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

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(p) Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Holder agrees to execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and the transactions contemplated hereby.

(q) Dividends, Recapitalizations, Etc. If at any time or from time to time there is any change in the capital structure of the Company by way of a stock split, stock dividend, combination or reclassification, or through a merger, consolidation, reorganization or recapitalization, or by any other means, appropriate adjustment will be made in the provisions hereof so that the rights and privileges granted hereby will continue.

(r) No Third-Party Beneficiaries. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder, except as otherwise expressly provided herein.

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IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

**LOAR HOLDINGS INC.**

By: /s/ Michael Manella

Its: Vice President, General Counsel and Secretary

*[Signature page to Registration Rights Agreement]*

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**ABRAMS INVESTORS:**

**ABRAMS CAPITAL PARTNERS I, L.P.**

By: Abrams Capital Management, L.P., its investment manager

By: Abrams Capital Management, LLC, its general partner

By: /s/ David Abrams

Title: Managing Member

Address: c/o Abrams Capital, 222 Berkeley Street, 21st Floor  
Boston, MA 02116

**ABRAMS CAPITAL PARTNERS II, L.P.**

By: Abrams Capital Management, L.P., its investment manager

By: Abrams Capital Management, LLC, its general partner

By: /s/ David Abrams

Title: Managing Member

Address: c/o Abrams Capital, 222 Berkeley Street, 21st Floor  
Boston, MA 02116

**WHITECREST PARTNERS, L.P.**

By: Abrams Capital Management, L.P., its investment manager

By: Abrams Capital Management, LLC, its general partner

By: /s/ David Abrams

Title: Managing Member

Address: c/o Abrams Capital, 222 Berkeley Street, 21st Floor  
Boston, MA 02116

**GREAT HOLLOW INTERNATIONAL, L.P.**

By: Abrams Capital Management, L.P., its investment manager

By: Abrams Capital Management, LLC, its general partner

By: /s/ David Abrams

Title: Managing Member

Address: c/o Abrams Capital, 222 Berkeley Street, 21st Floor  
Boston, MA 02116

**RIVA CAPITAL PARTNERS IV, L.P.**

By: Abrams Capital Management, L.P., its investment manager

By: Abrams Capital Management, LLC, its general partner

By: /s/ David Abrams

Title: Managing Member

Address: c/o Abrams Capital, 222 Berkeley Street, 21st Floor  
Boston, MA 02116



**RIVA CAPITAL PARTNERS V, L.P.**

By: Abrams Capital Management, L.P., its investment  
manager

By: Abrams Capital Management, LLC, its general partner

By: /s/ David Abrams

Title: Managing Member

Address: c/o Abrams Capital, 222 Berkeley Street, 21st Floor  
Boston, MA 02116

*[Signature page to Registration Rights Agreement]*

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**BXCI INVESTORS:**

**GSO Capital Opportunities Fun III LP**

By: GSO Orchid Associates LLC, its general partner

By: /s/ Marisa J. Beeney

Its: Authorized Signatory

Address: c/o Blackstone Alternative Credit Advisors LP  
345 Park Avenue  
New York, NY 10154

**BCRED Twin Peaks LLC**

By: Blackstone Private Credit Fund LP, its sole member

By: Blackstone Credit BDC Advisors LLC, as investment  
advisor

By: /s/ Marisa J. Beeney

Its: Authorized Signatory

Address: c/o Blackstone Alternative Credit Advisors LP  
345 Park Avenue  
New York, NY 10154

**Blackstone Private Credit Fund**

By: Blackstone Credit BDC Advisors LLC, as investment  
advisor

By: /s/ Marisa J. Beeney

Its: Authorized Signatory

Address: c/o Blackstone Alternative Credit Advisors LP  
345 Park Avenue  
New York, NY 10154

**GSO Orchid Fund LP**

By: GSO Orchid Associates LLC, its general partner

By: /s/ Marisa J. Beeney

Its: Authorized Signatory

Address: c/o Blackstone Alternative Credit Advisors LP  
345 Park Avenue  
New York, NY 10154

**GSO Barre des Ecrins Master Fund SCSp**

By: Blackstone Alternative Credit Advisors LP, its  
investment adviser

By: /s/ Marisa J. Beeney

Its: Authorized Signatory

Address: c/o Blackstone Alternative Credit Advisors LP  
345 Park Avenue  
New York, NY 10154

*[Signature page to Registration Rights Agreement]*

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**GPV INVESTORS:**

Name: /s/ Paul Levy

Address: 20 New King Street  
White Plains, New York  
10604

**GPV LOAR LLC**

By: /s/ Paul Levy

Its: Managing Partner/Member

Address: 20 New King Street  
White Plains, New York  
10604

*[Signature page to Registration Rights Agreement]*

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**DC INVESTORS:**

By: /s/ Dirkson Charles

Name: Dirkson Charles

Address: 20 New King Street  
White Plains, New York 10604

By: /s/ Dirkson Charles

Name: Charles Family Trust 13  
Dirkson Charles, Trustee

Address: 20 New King Street  
White Plains, New York 10604

*[Signature page to Registration Rights Agreement]*

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**BM INVESTORS:**

By: /s/ Brett Milgrim  
Brett Milgrim

Address: 20 New King Street  
White Plains, New York 10604

**BNM Capital LLC**

By: /s/ Brett Milgrim  
Brett Milgrim

Address: 20 New King Street  
White Plains, New York 10604

*[Signature page to Registration Rights Agreement]*

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**OTHER INVESTORS:**

/s/ Glenn D'Alessandro

Name: Glenn D'Alessandro

Address: 20 New King Street  
White Plains, New York 10604

/s/ Michael Manella

Name: Michael Manella

Address: 20 New King Street  
White Plains, New York 10604

/s/ Michael Manella

Name: Michael Manella as Trustee of the Michael J.  
Manella Living Trust

Address: 20 New King Street  
White Plains, New York 10604

*[Signature page to Registration Rights Agreement]*

**EXHIBIT A**  
**DEFINITIONS**

“Abrams Investors” means each of the investors listed on the signature pages hereto under the caption “Abrams Investors” and any of their Permitted Transferees who sign a joinder to this Agreement as an “Abrams Investor”; provided that any decision to be made under this Agreement by the Abrams Investors shall be made by the holders of a majority of all Abrams Investor Registrable Securities.

“Abrams Investor Registrable Securities” means, irrespective of which Person actually holds such securities, (i) any Common Equity held (directly or indirectly) by any Abrams Investor and (ii) any equity securities of the Company or any Subsidiary issued or issuable with respect to the securities referred to in clause (i) above by way of dividend, distribution, split or combination of securities, or any recapitalization, merger, consolidation or other reorganization.

“Abrams Investor Sale Notice” has the meaning set forth in Section 10(a)(iv).

“Abrams Investor Sale Percentage” means (x) the aggregate number of Abrams Investor Registrable Securities that have been sold in Abrams Investor Sales during the Additional Lock-up Period and that are planned to be sold in an Abrams Investor Sale as set forth in an Abrams Investor Sale Notice as a percentage of (y) the total number of Abrams Investor Registrable Securities immediately following the closing of the initial Public Offering.

“Additional Lock-up Period” has the meaning set forth in Section 10(a)(i).

“Additional Lock-up Termination Date” has the meaning set forth in Section 10(a)(i).

“Affiliate” of any Person means any other Person controlled by, controlling or under common control with such Person and, in the case of an individual, also includes any member of such individual’s Family Group; provided that the Company and its Subsidiaries will not be deemed to be Affiliates of any holder of Registrable Securities. As used in this definition, “control” (including, with its correlative meanings, “controlling,” “controlled by” and “under common control with”) will mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities, by contract or otherwise).

“Agreement” has the meaning set forth in the recitals.

“Automatic Shelf Registration Statement” has the meaning set forth in Section 1(a).

“BXCI Investors” means each of the investors listed on the signature pages hereto under the caption “BXCI Investors” and any of their Permitted Transferees who sign a joinder to this Agreement as a “BXCI Investor”; provided that any decision to be made under this Agreement by the BXCI Investors shall be made by the holders of a majority of all BXCI Investor Registrable Securities.

“BXCI Investor Registrable Securities” means, irrespective of which Person actually holds such securities, (i) any Common Equity held (directly or indirectly) by any BXCI Investor, and (ii) any equity securities of the Company or any Subsidiary issued or issuable with respect to the securities referred to in clause (i) above by way of dividend, distribution, split or combination of securities, or any recapitalization, merger, consolidation or other reorganization.

“BM Investors” means each of the investors listed on the signature pages hereto under the caption “BM Investors” and any of their Permitted Transferees who sign a joinder to this Agreement as a “BM Investor”; provided that any decision to be made under this Agreement by the BM Investors shall be made by the holders of a majority of all BM Investor Registrable Securities.

“BM Investor Registrable Securities” means, irrespective of which Person actually holds such securities, (i) any Common Equity held (directly or indirectly) by any BM Investor, and (ii) any equity securities of the Company or any Subsidiary issued or issuable with respect to the securities referred to in clause (i) above by way of dividend, distribution, split or combination of securities, or any recapitalization, merger, consolidation or other reorganization.

“BM Investor Lock-up Equity” means, irrespective of which Person actually holds such securities, (i) any Common Equity held (directly or indirectly) by any BM Investor or any of its Affiliates or Permitted Transferees immediately following the closing of the initial Public Offering, and (ii) any equity securities of the Company or any Subsidiary issued or issuable with respect to the securities referred to in clause (i) above by way of dividend, distribution, split or combination of securities, or any recapitalization, merger, consolidation or other reorganization.

“Board” means the board of directors of the Company.

“Business Day” means a day that is not a Saturday or Sunday or a day on which banks in New York City are authorized or requested by law to close.

“Common Equity” means the Company’s shares of common stock, par value \$[•] per share.

“Company” has the meaning set forth in the preamble and shall include its successor(s).

“DC Investors” means each of the investors listed on the signature pages hereto under the caption “DC Investors” and any of their Permitted Transferees who sign a joinder to this Agreement as a “DC Investor”; provided that any decision to be made under this Agreement by the DC Investors shall be made by the holders of a majority of all DC Investor Registrable Securities.

“DC Investor Registrable Securities” means, irrespective of which Person actually holds such securities, (i) any Common Equity held (directly or indirectly) by any DC Investor, and (ii) any equity securities of the Company or any Subsidiary issued or issuable with respect to the securities referred to in clause (i) above by way of dividend, distribution, split or combination of securities, or any recapitalization, merger, consolidation or other reorganization.



“DC Investor Lock-up Equity” means, irrespective of which Person actually holds such securities, (i) any Common Equity held (directly or indirectly) by any DC Investor or any of its Affiliates or Permitted Transferees immediately following the closing of the initial Public Offering, and (ii) any equity securities of the Company or any Subsidiary issued or issuable with respect to the securities referred to in clause (i) above by way of dividend, distribution, split or combination of securities, or any recapitalization, merger, consolidation or other reorganization.

“Demand Registrations” has the meaning set forth in Section 1(a).

“End of Suspension Notice” has the meaning set forth in Section 1(f)(ii).

“Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time, or any successor federal law then in force, together with all rules and regulations promulgated thereunder.

“Excluded Registration” means any registration (i) pursuant to a Demand Registration (which is addressed in Section 1(a)), or (ii) in connection with registrations on Form S-4 or S-8 promulgated by the SEC or any successor or similar forms).

“Family Group” means with respect to any individual, such individual’s current or former spouse, their respective parents, descendants of such parents (whether natural or adopted) and the spouses of such descendants, any trust, limited partnership, corporation or limited liability company established solely for the benefit of such individual or such individual’s current or former spouse, their respective parents, descendants of such parents (whether natural or adopted) or the spouses of such descendants.

“FINRA” means the Financial Industry Regulatory Authority.

“Free Writing Prospectus” means a free-writing prospectus, as defined in Rule 405.

“GPV Investors” means each of the investors listed on the signature pages hereto under the caption “GPV Investors” and any of their Permitted Transferees who sign a joinder to this Agreement as a “GPV Investor”; provided that any decision to be made under this Agreement by the GPV Investors shall be made by the holders of a majority of all GPV Investor Registrable Securities.

“GPV Investor Registrable Securities” means, irrespective of which Person actually holds such securities, (i) any Common Equity held (directly or indirectly) by any GPV Investor, and (ii) any equity securities of the Company or any Subsidiary issued or issuable with respect to the securities referred to in clause (i) above by way of dividend, distribution, split or combination of securities, or any recapitalization, merger, consolidation or other reorganization.

“Holdback Period” has the meaning set forth in Section 3(a).

“Holder” means a holder of Registrable Securities who is a party to this Agreement (including by way of Joinder).

“Indemnified Parties” has the meaning set forth in Section 6(a).

“Inspectors” has the meaning set forth in Section 4(a)(xi).

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“IPO Lock-up Period” has the meaning set forth in Section 3(a).

“Joinder” has the meaning set forth in Section 9(a).

“Long-Form Registrations” has the meaning set forth in Section 1(a).

“Losses” has the meaning set forth in Section 6(c).

“Other Investors” means each of the investors listed on the signature pages hereto under the caption “Other Investors” and any of their Permitted Transferees who sign a joinder to this Agreement as an “Other Investor”; provided that any decision to be made under this Agreement by the Other Investors shall be made by the holders of a majority of all Other Investor Registrable Securities.

“Other Investor Registrable Securities” means, irrespective of which Person actually holds such securities, (i) any Common Equity held (directly or indirectly) by any Other Investors, and (ii) any equity securities of the Company or any Subsidiary issued or issuable with respect to the securities referred to in clause (i) above by way of dividend, distribution, split or combination of securities, or any recapitalization, merger, consolidation or other reorganization.

“Participating Principal Investors” means any Principal Investor(s) participating in the request for a Demand Registration, Shelf Offering, Piggyback Registration or Underwritten Block Trade; provided that any decision to be made under this Agreement by the Participating Principal Investors shall be made by the holders of a majority of the Participating Principal Investor Registrable Securities that are being sold in such offering.

“Participating Principal Investor Registrable Securities” means, irrespective of which Person actually holds such securities, (i) any Common Equity held (directly or indirectly) by any Participating Principal Investors as of the date hereof, and (ii) any equity securities of the Company or any Subsidiary issued or issuable with respect to the securities referred to in clause (i) above by way of dividend, distribution, split or combination of securities, or any recapitalization, merger, consolidation or other reorganization.

“Permitted Transferee” means any transferee pursuant to a transfer of Common Equity and the execution by such transferee of a Joinder to this Agreement (i) by any Holder to or among such Holder’s Family Group (including, without limitation, for estate planning purposes) or pursuant to applicable laws of descent and distribution, provided that (x) Common Equity may not be transferred to a Holder’s spouse in connection with a divorce proceeding and (y) any Holder that is a trust or estate planning vehicle or entity must be controlled by the Holder and remain for the benefit of the same person(s) for so long as such trust holds Common Equity; or (ii) in the case of each Abrams Investor, to any of its Affiliates (other than the Company or any of the Company’s Subsidiaries) or limited partners; (iii) in the case of each BXCI Investor, to any of its Affiliates (other than the Company or any of its Subsidiaries) or limited partners; (iv) in the case of each GPV Investor, to any of its Affiliates (other than the Company or any of its Subsidiaries) or limited partners; (v) in the case of each DC Investor, to any of its Affiliates (other than the Company or any of its Subsidiaries) or limited partners; and (vi) in the case of each BM Investor, to any of its Affiliates (other than the Company or any of its Subsidiaries) or limited partners.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

“Piggyback Registrations” has the meaning set forth in Section 2(a).

“Preemption Notice” has the meaning set forth in Section 1(i).

“Principal Investors” has the meaning set forth in the recitals; provided that any decision to be made under this Agreement by a “Majority in Interest of the Principal Investors” shall be made by the Principal Investors who hold a majority of all Principal Investor Registrable Securities.

“Principal Investor Registrable Securities” means Abrams Investor Registrable Securities, BXCI Investor Registrable Securities, GPV Investor Registrable Securities, DC Investor Registrable Securities and BM Investor Registrable Securities.

“Public Offering” means any sale or distribution by the Company, one of its Subsidiaries and/or Holders to the public of Common Equity or other securities convertible into or exchangeable for Common Equity pursuant to an offering registered under the Securities Act.

“Registrable Securities” means Principal Investor Registrable Securities and Other Investor Registrable Securities. As to any particular Registrable Securities, such securities will cease to be Registrable Securities when they have been (a) sold or distributed pursuant to a Public Offering, (b) sold in compliance with Rule 144, (c) distributed to the direct or indirect partners or members of a Principal Investor or (d) repurchased by the Company or a Subsidiary of the Company. For purposes of this Agreement, a Person will be deemed to be a holder of Registrable Securities, and the Registrable Securities will be deemed to be in existence, whenever such Person has the right to acquire, directly or indirectly, such Registrable Securities (upon conversion or exercise in connection with a transfer of securities or otherwise, but disregarding any restrictions or limitations upon the exercise of such right), whether or not such acquisition has actually been effected, and such Person will be entitled to exercise the rights of a holder of Registrable Securities hereunder (it being understood that a holder of Registrable Securities may only request that Registrable Securities in the form of Common Equity be registered pursuant to this Agreement). Notwithstanding the foregoing, any Registrable Securities held by any Person that may be sold under Rule 144(b)(1)(i) without limitation under any of the other requirements of Rule 144 will be deemed not to be Registrable Securities, (x) with respect to any Abrams Investor Registrable Securities, BXCI Investor Registrable Securities, and GPV Investor Registrable Securities, beginning the date such Registrable Securities, as applicable, first may be so sold and (y) with respect to any DC Investor Registrable Securities, BM Investor Registrable Securities and Other Investor Registrable Securities, beginning on the earlier of (I) the date the DC Investors, BM Investors or Other Investors request the Company in writing that the DC Investor Registrable Securities, BM Investor Registrable Securities or Other Investor Registrable Securities, as applicable, not be deemed Registrable Securities and (II) the one year anniversary of the date such Registrable Securities, as applicable, first may be so sold.

“Registration Expenses” has the meaning set forth in Section 5.

“Released Shares” has the meaning set forth in Section 10(a)(iii).

“Repurchase Rights” means the right of the Company and/or any designee thereof to repurchase Common Equity from any director, officer, employee, other service provider or consultant of the Company and/or its Subsidiaries upon the termination of such Person’s employment or engagement with the Company and/or its Subsidiaries or other event pursuant to an agreement approved by the board of directors of the Company between the Company and such Person.

“Rule 144”, “Rule 144A”, “Rule 158”, “Rule 405”, “Rule 415” and “Regulation S” mean, in each case, such rule promulgated under the Securities Act (or any successor provision) by the SEC, as the same will be amended from time to time, or any successor rule then in force.

“Sale Transaction” has the meaning set forth in Section 3(a).

“SEC” means the United States Securities and Exchange Commission.

“Securities” has the meaning set forth in Section 3(a).

“Securities Act” means the Securities Act of 1933, as amended from time to time, or any successor federal law then in force, together with all rules and regulations promulgated thereunder.

“Service Provider” has the meaning set forth in Section 10(a)(ii).

“Shelf Offering” has the meaning set forth in Section 1(d)(i).

“Shelf Offering Notice” has the meaning set forth in Section 1(d)(i).

“Shelf Period” has the meaning set forth in Section 1(d)(v).

“Shelf Registration” has the meaning set forth in Section 1(a).

“Shelf Registrable Securities” has the meaning set forth in Section 1(d)(i).

“Shelf Registration Statement” has the meaning set forth in Section 1(d).

“Short-Form Registrations” has the meaning set forth in Section 1(a).

“Subsidiary” means, with respect to the Company, any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by the Company or one or more of the other Subsidiaries of the Company or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the limited liability company, partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by the Company or one or more Subsidiaries of the Company or a combination thereof. For purposes hereof, a Person or Persons will be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons will be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or will be or control the managing director or general partner of such limited liability company, partnership, association or other business entity.

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“Suspension Event” has the meaning set forth in Section 1(f)(ii).

“Suspension Notice” has the meaning set forth in Section 1(f)(ii).

“Suspension Period” has the meaning set forth in Section 1(f)(i).

“Transferable Amount” has the meaning set forth in Section 10(a)(iii).

“Trust” has the meaning set forth in Section 10(a)(ii).

“Violation” has the meaning set forth in Section 6(a).

“WKSI” means a “well-known seasoned issuer” as defined under Rule 405.

**EXHIBIT B**

The undersigned is executing and delivering this Joinder pursuant to the Registration Rights Agreement dated as of \_\_\_\_\_, 2024 (as amended, modified and waived from time to time, the "Registration Agreement"), among Loar Holdings Inc., a Delaware corporation (the "Company"), and the other persons named as parties therein (including pursuant to other Joinders). Capitalized terms used herein have the meaning set forth in the Registration Agreement.

By executing and delivering this Joinder to the Company, the undersigned hereby agrees to become a party to, to be bound by, and to comply with the provisions of, the Registration Agreement as a Holder in the same manner as if the undersigned were an original signatory to the Registration Agreement, and the undersigned will be deemed for all purposes to be a Holder, an [Abrams Investor][BXC Investor][GPV Investor][DC Investor][BM Investor][Other Investor] thereunder and the undersigned's \_\_\_\_\_ shares of Common Equity will be deemed for all purposes to be [Abrams Investor][BXC Investor][GPV Investor][DC Investor][BM Investor][Other Investor] Registrable Securities under the Registration Agreement.

Accordingly, the undersigned has executed and delivered this Joinder as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Acknowledged and agreed:<sup>1</sup>

**[ABRAMS INVESTORS:]**  
**[BXCI INVESTORS:]**  
**[GPV INVESTORS:]**  
**[DC INVESTORS:]**  
**[BM INVESTORS:]**  
**[OTHER INVESTOR:]**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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<sup>1</sup> Note: To be executed by each person in the investor category as of the date of the joinder.

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Agreed and Accepted as of

\_\_\_\_\_, 20\_\_:

**LOAR HOLDINGS INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_



EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of April 29, 2024, by and between Loar Holdings Inc., a Delaware corporation (the "Company"), and Dirkson Charles, an individual resident of the State of Florida ("Executive").

RECITALS

WHEREAS, the Board of Directors of the Company (the "Board") has determined that appropriate steps should be taken to reinforce and encourage the continued employment and dedication of the Company's key personnel.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Company and Executive (individually, a "Party" and together, the "Parties") agree as follows:

1. Employment. The Company hereby agrees to continue to employ Executive and Executive hereby accepts such continued employment with the Company, upon the terms and subject to the conditions set forth herein.
2. Term. The term of Executive's employment with the Company pursuant to this Agreement (as the same may be extended, the "Term") shall commence on the date hereof (the "Effective Date") and will continue until such employment is terminated in accordance with Section 9 and subject to the terms of this Agreement.
3. Position. During the Term, Executive shall serve as President and Chief Executive Officer, reporting to the Board, and so long as elected in accordance with the Company's charter, Executive Co-Chairman of the Board, and will perform such duties and will have all responsibilities and authority as are customarily attendant to Executive's position, and such other duties, responsibilities and authority as the Board shall reasonably determine from time to time, provided that all such assigned duties will be generally consistent with Executive's position. So long as Executive is serving in this position, the Board will nominate him for re-election as Executive Co-Chairman of the Board. In addition, Executive may be asked from time to time to serve as a director or officer of one or more of the Company's Affiliates, without further compensation. Upon termination of Executive's employment, Executive shall automatically resign from the Board upon the request of the Board.
4. Duties. During the Term, Executive shall devote his full time and attention during normal business hours to the business and affairs of the Company, except during vacations, holidays and sick and/or disability leave. Executive agrees that, while employed by the Company, he will comply with all Company policies, practices and procedures and all codes of ethics or business conduct applicable to his position, as in effect from time to time. Notwithstanding the foregoing and subject to the Restrictive Covenants set forth in Section 10 below, nothing contained herein shall be construed to prohibit or restrict Executive from serving in various capacities in community, civic, religious or charitable organizations or trade associations or leagues, or serving on boards of directors or trustees for other organizations; provided that such service or activity does not materially interfere with the performance by Executive of his duties hereunder, pose a conflict of interest or violate any provision of any non-competition or other similar agreement between the Executive and the Company (or any of its Affiliates).

5. Salary and Bonus.

- (a) During the Term, the Company shall pay to Executive a base salary at the rate of \$950,000 per year (the "Base Salary"). The Base Salary shall be payable to Executive in substantially equal installments in accordance with the Company's normal payroll practices. The Board will review the Base Salary annually, and may, in its reasonable discretion, adjust the Base Salary upward but not downward.
- (b) In addition to the Base Salary, during the Term, for each fiscal year completed during Executive's employment under this Agreement, Executive will be eligible to earn an annual bonus as part of the Company's annual executive compensation plan. Executive's target bonus will be 100% of Base Salary ("Target Bonus"), with an opportunity to earn up to 150% of Base Salary (the "Potential Bonus"). The actual amount of any such bonus earned shall be based on the achievement of performance goals established by the Board (any such bonus that is so earned, the "Performance Bonus"). In order to receive any Performance Bonus hereunder, except as provided in Sections 10(a), 10(b) and 10(c), Executive must remain employed by the Company through the date that the Performance Bonus is paid.
- (c) Any Performance Bonus shall be paid not later than March 1<sup>st</sup> following the year to which it relates.
- (d) For the fiscal year of 2024, in the event that the Company and its consolidated subsidiaries achieve consolidated EBITDA (i.e. earnings before interest, taxes, depreciation and amortization and, for the avoidance of doubt, calculated net of all compensation or bonuses required to be paid under this Agreement and any other employment agreement or bonus plan of the Company) of not less than the following percentages of a targeted EBITDA (the "budgeted EBITDA"), as determined by the Board, Executive's Performance Bonus will be calculated as set forth below.

EBITDA for the Year\*

Performance Bonus as Percentage of Base Salary

Less than 85% of budgeted EBITDA	0% of Base Salary
Between 85%-100% of budgeted EBITDA	50%-100% of Base Salary on a straight line basis
100%-110% of budgeted EBITDA	100%-150% of Base Salary on a straight line basis
Above 110% of budgeted EBITDA	150% of Base Salary

\* The Board may adjust the budgeted EBITDA in respect of any year that the Company or its consolidated subsidiaries consummate any acquisition or disposition (excluding ordinary capital expenditures)

(e) All compensation payable to Executive by the Company shall be subject to customary withholding taxes and such other employment taxes as are required under Federal law or the law of any state or by any governmental body to be collected with respect to compensation paid to an employee.

6. Employee Benefits.

(a) Healthcare. During the Term, Executive shall be entitled to participate in a comprehensive healthcare plan (that includes medical, prescription drug, dental and vision coverage) as is afforded generally to other executives of the Company in accordance with the terms of such plan and generally applicable Company or Affiliate policies, as the same may be in effect from time to time, and any other restrictions or limitations imposed by law. Premiums relating to the participation of Executive in such plan shall be paid for by the Company; provided, however, that in the event that the Company's payment of such premiums could subject the Company to any tax or penalty under the Patient Protection and Affordable Care Act (as amended from time to time, the "ACA") or Section 105(h) of the Internal Revenue Code of 1986, as amended ("Section 105(h)"), or applicable regulations or guidance issued under the ACA or Section 105(h), or any other law or regulation, the Company will only be required to pay such portion of the premiums that it may cover, as determined in the Company's discretion, without any risk of incurring any tax or penalty.

(b) Other Benefit Programs. During the Term, Executive shall be entitled to participate in all other employee benefit (group insurance, hospitalization, and accident, disability, retirement and similar) plans or programs of the Company or its subsidiaries' on a basis at least as favorable as other senior-level executives, except to the extent such plans are duplicative of benefits otherwise provided to Executive under this Agreement (e.g., a severance pay plan). Executive's participation will be subject to the terms of the applicable plan documents and generally applicable Company or subsidiary policies, as the same may be in effect from time to time, and any other restrictions or limitations imposed by law.

7. Vacation, Holidays and Sick Leave. During the Term, Executive shall be entitled to six (6) weeks paid vacation each year, and shall be entitled to paid holidays and sick leave in accordance with the Company's standard policies for its senior executives, which policies shall provide Executive with benefits no less favorable than those provided to the other senior executives of the Company. Vacation may be taken at such times and intervals as Executive shall determine, subject to the business needs of the Company.

8. Business Expenses. The Company shall reimburse Executive for all reasonable business expenses incurred by him in connection with his employment, including, without limitation, expenses for travel and entertainment incurred in conducting or promoting business for the Company in accordance with the Company's normal expense reimbursement policies. The Company shall also reimburse Executive for his reasonable out of pocket costs and expenses of purchasing, subscribing for monthly services for, and paying for usage charges for mobile cell and PDA devices in accordance with the Company's normal expense reimbursement policies.

9. Termination of Agreement. Executive's employment may be terminated as set forth in this Section 9.

- (a) By Mutual Consent. The employment by the Company of Executive pursuant to this Agreement may be terminated at any time by the mutual written agreement of the Company and Executive.
- (b) Death. The employment by the Company of Executive pursuant to this Agreement shall be terminated upon the death of Executive.
- (c) Disability. The employment by the Company of Executive pursuant to this Agreement may be terminated by written notice to Executive at the option of the Company in the event that Executive is determined to have a Disability (as defined herein).
- (d) By the Company for Cause. The employment of Executive pursuant to this Agreement may be terminated by the Company by written notice to Executive ("Notice of Termination") for Cause (as defined herein).
- (e) By the Company Without Cause. The employment by the Company of Executive pursuant to this Agreement may be terminated by the Company without Cause, by delivery of a Notice of Termination to Executive.
- (f) By Executive for Good Reason. The employment by Executive pursuant to this Agreement may be terminated by Executive by written notice to the Company of his resignation ("Notice of Resignation") for Good Reason (as defined herein).
- (g) By Executive Without Good Reason. The employment of Executive by the Company pursuant to this Agreement may be terminated by Executive by delivery of a Notice of Resignation without Good Reason.
- (h) Date of Termination. Executive's date of termination ("Date of Termination") shall be: (i) if the parties hereto mutually agree to terminate this Agreement pursuant to Section 9(a) hereof, the date designated by the parties in such agreement; (ii) if Executive's employment is terminated pursuant to Section 9(b), the date of Executive's death; (iii) if Executive's employment is terminated pursuant to Section 9(c), the date the notice of termination is delivered pursuant to Section 9(c); (iv) if Executive's employment is terminated pursuant to Section 9(d), the date on which a Notice of Termination is given; (v) if Executive's employment is terminated pursuant to Section 9(e), the date on which a Notice of Termination is

given; (vi) if Executive's employment is terminated pursuant to Section 9(f), the date on which a Notice of Resignation is given; and (vii) if Executive's employment is terminated pursuant to Section 9(g), the date that is sixty (60) days following the date the Notice of Resignation is given, provided that the Board may elect to waive such notice period or any portion thereof and pay Executive's Base Salary for the period so waived.

10. Compensation upon Termination; Conditions to Payment; Restrictive Covenants

(a) In the event that Executive's employment is terminated pursuant to Sections 9(a), 9(b), 9(d) or 9(g), Executive (or Executive's estate in the event of Executive's Death pursuant to Section 9(b)) shall be entitled to receive the following:

- (i) Payment of any Base Salary earned but not yet paid;
- (ii) Payment of any accrued unused vacation;
- (iii) Any Performance Bonus to which Executive is entitled for a prior completed year pursuant to Section 5(b) but not yet paid (except in the case where Executive's employment is terminated pursuant to Section 9(d) or 9(g)), payable in accordance with the timing requirements set forth in Section 5(b);
- (iv) Reimbursement in accordance with Section 8 of any business expense incurred by Executive but not yet paid to Executive as of the date his employment terminates, provided that Executive submits all expenses and supporting documentation required within sixty (60) days following the Date of Termination, and provided further that such expenses are reimbursable under Company policies then in effect; and
- (v) Other benefits vested and accrued by Executive through the date of his termination in accordance with the applicable plans and programs of the Company.

Upon payment in full of the amounts set forth in subsections (i), (ii), (iii), (iv) and (v) above (collectively, the "Accrued Obligations"), the Company shall have no further obligations or liabilities to Executive pursuant to this Agreement. Except as otherwise provided in Section 10(a)(iii) and 10(a)(iv), Accrued Obligations will be paid to Executive within thirty (30) days following the date of termination or such shorter period required by law.

(b) In the event that Executive's employment is terminated by the Company pursuant to Section 9(c), 9(e) or by Executive pursuant to Section 9(f), Executive shall be entitled to the Accrued Obligations set forth in Section 10(a) above and, conditional upon Executive's execution and non-revocation of the Release as set forth in Section 10(d) below, Executive shall additionally be entitled to receive the following severance (the "Severance Benefits"):

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- (i) The continuation of Executive's annual Base Salary as then in effect, payable in substantially equal installments in accordance with the Company's normal payroll practices for two (2) years commencing on the first payroll date following the effective date of the Release (as defined herein); provided, that the first such payment shall consist of all amounts payable to Executive pursuant to this Section 10(b)(i) between the Date of Termination and the first payroll date following the effective date of the Release; provided further, however, that any amounts payable to Executive under this Section 10(b)(i) as a result of a termination due to Disability pursuant to Section 9(c), shall be reduced by the proceeds of any short and/or long-term disability payments under any Company plan to which Executive may be entitled during such two (2)-year period; and
- (ii) A pro-rata portion of any Performance Bonus, if any, that Executive would have been entitled to receive pursuant to Section 5(b) hereof in respect of such year based upon the percentage of the calendar year that elapsed through Executive's Date of Termination, payable on the later of the first payroll date following the effective date of the Release and the time when such Performance Bonus would have otherwise been payable to Executive pursuant to Section 5(b) had Executive's employment not terminated; and
- (iii) The Company shall pay 100% of the premiums for Executive to continue his medical, prescription drug, dental and vision insurance coverage (for Executive and his covered family members) under COBRA (and any applicable state law providing for the continuation of such coverage) following the applicable Date of Termination, assuming that Executive timely elects and continues such coverage, until the earlier of (y) the date that is eighteen (18) months following the Date of Termination and (z) the date that Executive and Executive's covered family members cease to be eligible for such COBRA (and applicable state law continuation) coverage under applicable law or plan terms (the "Healthcare Continuation Benefits"). Any Health Continuation Benefits to which Executive is entitled will be payable in substantially equal installments in accordance with the Company's normal payroll practices, commencing on the first payroll date following the effective date of the Release, provided that the first such payment shall consist of all amounts payable pursuant to Section 10(b) between the Date of Termination and the first payroll date following the effective date of the Release. Notwithstanding the foregoing, in the event that the Company's payment of the Health Continuation Benefits could subject the Company to any tax or penalty under the ACA or Section 105(h), or applicable regulations or guidance issued under the ACA or Section 105(h), or any other law or regulation, Executive and the Company agree to work together in good faith, consistent with the requirements for compliance with or exemption from Section 409A of the Code as amended, including the regulations thereunder ("Section 409A"), to restructure such benefit.

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- (c) In addition to the severance payable under Section 10(b) above, in the event that Executive's employment is terminated by the Company pursuant to Section 9(e), or by Executive pursuant to Section 9(f), following a Change of Control and within the calendar year in which the Change of Control occurred, Executive shall be entitled, subject to Section 10(d), to continue to be eligible to receive the full Performance Bonus, if any, that Executive would have been entitled to receive pursuant to Section 5(b) hereof for the calendar year in which the Date of Termination occurs had Executive's employment not been terminated, reduced by any amount received under 10(b)(ii) of this Agreement (the "Post-Separation Performance Bonus"). The resulting payments, if any, shall be paid as provided in Section 5(b).
- (d) In exchange for Executive's access to Confidential Information and the compensation Executive will receive under this Agreement, including (A) receipt of the Severance Benefits under Section 10(b) and (B) receipt of the Post-Separation Performance Bonus under Section 10(c), Executive agrees to comply with the terms of the Restrictive Covenants defined below and also agrees to timely execute the General Release and Waiver of Claims, in substantially the form attached as Exhibit A hereto ("Release"). The Release must become effective, if at all, within sixty (60) days following the Date of Termination. Notwithstanding anything to the contrary contained in this agreement, if the time period to consider, revoke and return the Release crosses two of Executive's tax years, any portion of the Severance Benefits or Post-Separation Performance Bonus that constitutes deferred compensation subject to Section 409A will, in all events, be paid in the later tax year.
- (e) Except for any right Executive may have under COBRA or any other applicable state or local law to continue participation in the Company's group medical, prescription drug, dental and vision plans at his cost, Executive's participation in all employee benefit plans shall terminate in accordance with the terms of the applicable benefit plans based on the Date of Termination, without regard to any continuation of the base salary or other payment to Executive following termination of his employment, and Executive shall not be eligible to earn vacation or other paid time off following the termination of his employment.
- (f) Subject to the Permitted Conduct described below, Executive agrees to forever keep and maintain the confidentiality of all Confidential Information, and Executive shall not disclose or use any Confidential Information for any purpose except in the course of Executive's duties hereunder (the "Confidentiality Commitment").
- (g) For a period of two (2) years following the Date of Termination (the "Restricted Period"), Executive shall not, anywhere in the Restricted Territory, either directly or indirectly, engage or assist others to engage in, or own, manage, operate or control, or participate in the ownership, management, operation or control of, or become employed or engaged by any business or entity that carries on a Competitive Business (the "Non-Compete"). Notwithstanding the foregoing, nothing in this paragraph shall prevent Executive from owning, as a passive investor, up to five percent (5%) of the securities of any publicly traded entity.

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- (h) During the Restricted Period, Executive shall not (i) recruit or otherwise solicit or induce any customer of the Company Group who has been such at any time within the twelve (12)-month period immediately preceding the Date of Termination, to terminate its relationship with any member of the Company Group; or (ii) for purposes of providing products or services that are competitive with those provided by any member of the Company Group, directly or indirectly, contact, solicit, divert, induce, call on, take away, or do business with (or attempt to do any of the foregoing) any current or prospective (provided that there are demonstrable efforts or plans to establish such relationship) customer or client or vendor, supplier or other business partner of any member of the Company Group with whom Executive had contact within the twelve (12) months prior to the Date of Termination or with respect to whom Executive had access to Confidential Information that would assist in Executive's solicitation of such person (the "Business Non-Solicit").
- (i) During the Restricted Period, Executive shall not directly or indirectly, on Executive's own behalf or on behalf of any other Person, (i) recruit, offer employment, solicit for employment or engagement as a consultant or interfere with the employment or engagement of (or attempt to do any of the foregoing) any individual who is employed or engaged as an independent contractor by any member of the Company Group at any time within the twelve (12)-month period immediately preceding such solicitation, interference or attempt thereof, or (ii) employ or engage (or attempt to employ or engage) any individual who is employed by, or engaged as an independent contractor of, any member of the Company Group at any time within the twelve (12)-month period immediately preceding such employment, engagement or attempt thereof (the "Employee Non-Solicit", and together with the Confidentiality Commitment, Non-Compete, and the Employee Non-Solicit, the "Restrictive Covenants"). The provisions of this paragraph shall not apply to any employee (other than an employee who has worked in a management-level capacity or higher for the Company Group) who responds to a general posting of a job opening not specifically directed at employees or former employees of the Company Group.
- (j) Executive acknowledges and agrees that the Restrictive Covenants contained in the Agreement are necessary to protect the Confidential Information, trade secrets and other legitimate interests of the Company Group, and Executive agrees that Executive is receiving additional compensation and consideration under the Agreement in exchange for Executive's agreement to comply with the Restrictive Covenants. Executive acknowledges and agrees that the Company and its Affiliates will have no adequate remedy at law and would be irreparably harmed if Executive breaches or threatens to breach any of the Restrictive Covenants. Executives agrees that the Company and its Affiliates shall be entitled to equitable and/or injunctive relief from any court of competent jurisdiction to prevent any breach or threatened breach of any of the Restrictive Covenants, and to specific performance from any court of competent jurisdiction of each of the terms thereof, in each case, in addition



to any other legal or equitable remedies that the Company and its Affiliates may have and without the necessity of posting bond, as well as the costs and reasonable attorneys' fees it/they incur in enforcing any of the Restrictive Covenants. Executive further agrees that (i) any breach or claimed breach of the provisions set forth in this Agreement by, or any other claim the Executive may have against the Company or any of its Affiliates will not be a defense to enforcement of any Restrictive Covenants and (ii) the circumstances of Executive's termination of employment or service with any member of the Company Group will have no impact on Executive's obligations to comply with any Restrictive Covenant. The Restrictive Covenants are intended for the benefit of the Company and each of its Affiliates. Each Affiliate of the Company is an intended third party beneficiary of the Restrictive Covenants, and each Affiliate of the Company, as well as any successor or assign of the Company or such Affiliate, may enforce the Restrictive Covenants. Executive further agrees that the Restrictive Covenants are in addition to, and not in lieu of, any non-competition, non-solicitation, protection of confidential information or intellectual property, or other similar covenants in favor of the Company or any of its Affiliates by which Executive may be bound. Executive and the Company hereto agree and intend that the Restrictive Covenants (to the extent not perpetual) be tolled during any period that Executive is in breach of any such Restrictive Covenant, so that the Company and its Affiliates are provided with the full benefit of the restrictive periods set forth herein.

- (k) Subject to any applicable privileges of the Company, nothing in this Agreement shall prohibit or restrict Executive from lawfully (i) communicating or initiating communications directly with the Securities and Exchange Commission, the Equal Employment Opportunity Commission, Congress, the Department of Justice or any other governmental or regulatory body or official, or any self-regulatory organization (collectively, "Regulators") concerning a possible violation of law, rule or regulation. Furthermore, Executive will not be required to notify the Company or any of its affiliates of any such communication with a Regulator described in the immediately preceding sentence. Nothing contained in this Agreement, including the general release of claims referred to above and set forth in the Release, shall be construed to prohibit Executive from filing a charge with or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission a comparable state or local agency, provided, however, that Executive hereby waives Executive's right to recover monetary damages or other individual relief in any such charge, investigation or proceeding or any related complaint or lawsuit filed by Executive or anyone else on Executive's behalf; provided further, that Executive is not waiving any right to seek and receive a financial incentive award for any information Executive provides to a governmental agency or entity. Notwithstanding the foregoing permissions, Executive may be held liable if the Executive unlawfully accesses trade secrets by unauthorized means. Conduct specifically permitted by this clause (k) shall be "Permitted Conduct."

11. Section 409A. The intent of the parties is that payments and benefits under this Agreement be exempt from or comply with Section 409A to the extent subject thereto, and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered to be in compliance therewith. Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, Executive shall not be considered to have terminated employment with the Company for purposes of this Agreement and no payments shall be due to Executive under this Agreement until Executive would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A. For purposes of this Agreement, each amount to be paid or benefit to be provided shall be construed as a separate identified payment for purposes of Section 409A, and any payments described in this Agreement that are due within the "short term deferral period," as defined in Section 409A, shall not be treated as deferred compensation unless applicable law requires otherwise. To the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A as a result of Executive being a "specified employee," as defined below, amounts constituting "nonqualified deferred compensation," as defined under Section 409A, that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement during the six-month period immediately following Executive's termination of employment shall instead be paid on the first business day after the date that is six months following Executive's termination of employment (or death, if earlier). To the extent required to avoid an accelerated or additional tax under Section 409A, amounts reimbursable to Executive under this Agreement shall be paid to Executive on or before the last day of the year following the year in which the expense was incurred, the amount of expenses eligible for reimbursement (and in-kind benefits provided to Executive) during any one year may not affect amounts reimbursable or provided in any subsequent year and the right to payment or reimbursement shall not be subject to liquidation or exchange for any other benefit. For purposes of this Agreement, the term "specified employee" means an individual determined by the Company to be a specified employee under Treasury regulation Section 1.409A-1(i).

12. Representations.

- (a) The Company represents and warrants that this Agreement has been authorized by all necessary corporate action of the Company and is a valid and binding agreement of the Company enforceable against the Company in accordance with its terms.
- (b) Executive represents that he is under no employment contract, non-competition or other covenants or restrictions that could limit his ability to work on the Effective Date or otherwise limit his ability to perform all responsibilities of the position of President and Chief Executive Officer, and Executive Co-Chairman of the Board.

13. Successors and Assigns. This Agreement shall inure to the benefit of and be enforceable by Executive and the Company and their personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees and permitted assigns; provided, however, the Company may assign its rights and obligations under this Agreement without Executive's consent to one of its Affiliates or to any person with whom the Company shall hereafter effect a reorganization, consolidate or merge, or to whom the Company shall hereafter transfer all or substantially all of its properties or assets. Notwithstanding the foregoing, this Agreement is a personal contract and the rights and interests of either party hereunder may not be sold, transferred, assigned, pledged, encumbered, or hypothecated, except as otherwise expressly permitted by the provisions of this Agreement or by written agreement of the parties.

14. Indemnification. To the fullest extent permitted by law, the Company shall indemnify and hold harmless Executive from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which Executive may be involved, or threatened to be involved, as a party or otherwise, by reason of his service as an officer of the Company or any of its controlled Affiliates. Executive shall not be entitled to indemnification under this Section 14 with respect to (i) Executive's fraud, willful breach of applicable law, willful misconduct, bad faith, gross negligence or breach of this Agreement or conduct for which the limitation or elimination of liability is prohibited by Delaware law or (ii) any Claim initiated by Executive unless such Claim (or part thereof) (A) was brought to enforce Executive's rights to indemnification hereunder, or (B) was authorized or consented to by a majority of the members of the Board other than Executive. Expenses reasonably incurred by Executive in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of Executive to repay such amount if it shall be ultimately determined that Executive is not entitled to be indemnified by the Company as authorized by this Section 14. If the Company indemnifies Executive pursuant to this Section 14, it shall be subrogated to the rights of Executive against, and shall be entitled to seek contribution from, any third party, including any insurance company, to recover the amount of such indemnification (or such portion thereof as to which the Company shall be entitled to contribution) after Executive shall have been fully and completely indemnified (whether pursuant to this Agreement or otherwise) in respect of the Claim which gave rise to such indemnification. Executive shall fully cooperate with the Company at the Company's expense in its efforts to enforce against any such third party the rights to which it is so subrogated. The provisions contained in this Section 14 shall be in addition to any indemnification obligations which the Company may otherwise have to Executive.

15. Entire Agreement. This Agreement contains all the understandings between the parties hereto pertaining to the matters referred to herein, and supersedes any other undertakings and agreements, whether oral or in writing, including any non-competition, non-solicitation, protection of confidential information or intellectual property, or other similar covenants in favor of the Company or any of its Affiliates by which Executive may be bound, previously entered into by them with respect thereto. Executive represents that, in executing this Agreement, he does not rely and has not relied upon any representation or statement made by the Company not set forth herein with regard to the subject matter or effect of this Agreement or otherwise. Executive and the Company have entered into, or may enter into, separate agreements, the effectiveness of which are not affected by this Agreement, including incentive award agreements and non-competition and similar agreements. These separate agreements govern other aspects of the relationship between Executive and the Company, have or may have provisions that survive termination of Executive's employment under this Agreement, may be amended or superseded by Executive and the Company without regard to this agreement and are enforceable according to their terms without regard to the enforcement provisions of this Agreement.

16. Amendment or Modification; Waiver. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing, signed by Executive and by a duly authorized officer of the Company other than Executive. No waiver by either Party of any breach by the other Party of any condition or provision of this Agreement to be performed by such other Party shall be deemed a waiver of a similar or dissimilar condition or provision at

the same time, any prior time or any subsequent time. In the event a court of competent jurisdiction determines that any covenant contained herein is overbroad, unreasonable, or unenforceable, the court may modify, reform or blue pencil the covenant so that the covenant is enforceable to the maximum extent of the law and the remainder of this Agreement, and all other covenants contained in this Agreement, will remain enforceable and valid.

17. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand or electronic mail, (ii) delivered by a nationally recognized commercial overnight delivery service, or (iii) mailed postage prepaid by certified mail to the party concerned at the address set forth below:

To Executive at the address specified on Executive's signature page hereto.

To the Company at:

Loar Holdings Inc.  
20 New King Street  
White Plains, New York 10604  
Attention: Michael Manella  
Email: [\*]

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

Benesch, Friedlander, Coplan & Aronoff LLP  
127 Public Square, Suite 4900  
Cleveland, OH 44114  
Attention: Sean T. Peppard  
Email: speppard@beneschlaw.com

Such notices shall be effective: (i) in the case of hand deliveries and electronic mail, when received; (ii) in the case of an overnight delivery service, on the next Business Day after being placed in the possession of such delivery service, with delivery charges prepaid; and (iii) in the case of mail, five (5) Business Days after deposit in the postal system, first class mail, postage prepaid. Any party may change its address and email by written notice to the other given in accordance with this Section 17; provided, however, that such change shall be effective when received.

18. Severability. If any provision or clause of this Agreement, or the application of any such provision or clause to any party or circumstances, shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision or clause to such person or circumstances other than those to which it is so determined to be invalid and unenforceable, shall not be affected thereby, and each provision or clause hereof shall be validated and shall be enforced to the fullest extent permitted by law. Moreover, if any one or more provisions contained in this Agreement shall be excessively broad as to duration, activity or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.

19. Survivorship. The respective rights and obligations of the parties hereunder shall survive any termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

20. Governing Law.

- (a) This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles.
- (b) In the event a dispute arises out of or pertains to this Agreement, the parties agree to use their reasonable efforts to resolve such dispute through negotiation. In the event such dispute cannot be settled through negotiation, the parties agree that any action or proceeding instituted with respect thereto shall be commenced and maintained exclusively in the state or federal courts of general jurisdiction in New York, New York. To the maximum extent permitted by law, the parties waive any right to a trial by jury.

21. Headings. All descriptive headings of sections and paragraphs in this Agreement are intended solely for convenience, and no provision of this Agreement is to be construed by reference to the heading of any section or paragraph.

22. Specific Performance. Each party hereto acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by such party and that any such breach would cause the other party irreparable harm. Accordingly, each party hereto also agrees that, in the event of any breach or threatened breach of the provisions of this Agreement by such party, the other party shall be entitled to equitable relief without the requirement of posting a bond or other security, including in the form of injunctions and orders for specific performance, in addition to all other remedies available to such other party at law or in equity.

23. Prior Agreement. Reference is hereby made to that certain Employment Agreement, dated October 2, 2017, by and between Loar Group Inc., a wholly owned subsidiary of the Company, and Executive (the "Prior Agreement"). The Company and Executive hereby agree that, effective upon the full execution of this Agreement, the Prior Agreement shall terminate and be of no further force and effect.

24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. Definitions.

- (a) "Affiliate" shall have the meaning set forth in Rule 405 promulgated under the Securities Act.
- (b) "Business Day" means any day that banks are opened for business in the State of New York, other than a Saturday or Sunday.

- (c) “Cause” means Executive’s (i) conviction of, or entering of a plea of guilty or nolo contendere (or its equivalent under any applicable legal system) with respect to (A) a felony or (B) any crime involving moral turpitude; (ii) commission of fraud, misrepresentation, embezzlement or theft against any Person; (iii) engaging in any activity that is intended to injure or would reasonably be expected to injure (monetarily or otherwise), in any material respect, the reputation, the business or a business relationship of the Company or any of its direct or indirect owners or any of their respective Affiliates; (iv) gross negligence or willful misconduct in the performance of the Executive’s duties to the Company or any of its Affiliates, or willful refusal or material failure to carry out any reasonable, lawful and authorized instructions of the Board; (v) material violation of a fiduciary duty owed to the Company or any of its Affiliates; or (vi) material breach of any non-competition, non-solicitation, confidentiality or other restrictive covenant, or a material violation of any provision of this Agreement, a written policy or code of conduct of the Company or any of its Affiliates. Except for such acts constituting Cause which, by their nature, cannot reasonably be expected to be cured, the Executive shall have ten (10) days following the delivery of written notice by the Company of its intention to terminate the Executive’s employment for Cause within which to cure any acts constituting Cause.
- (d) “Change of Control” means an event or occurrence set forth in any one or more of subsections (i) through (iv) below (including an event or occurrence that constitutes a Change of Control under one of such subsections but is specifically exempted from another such subsection) that is (A) a change in the ownership of the Company (as defined in Treasury Regulation Section 1.409A-3(i)(5)(v)), (B) a change in effective control of the Company (as defined in Treasury Regulation Section 1.409A-3(i)(5)(vi)), or (C) a change in the ownership of a substantial portion of the assets of the Company (as defined in Treasury Regulation Section 1.409A-3(i)(5)(vii)):
- (i) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (a “Change of Control Person”) of beneficial ownership of any capital stock of the Company if, after such acquisition, such Change of Control Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 50% or more of either (x) the then outstanding shares of common stock of the Company (the “Outstanding Company Common Stock”) or (y) the combined voting power of the then outstanding securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that for purposes of this subsection (i), the following acquisitions shall not constitute a Change in Control: (A) any acquisition directly from the Company (excluding an acquisition pursuant to the exercise, conversion or exchange of any security exercisable for, convertible into or exchangeable for common stock or voting securities of the Company, unless the Change of Control Person exercising, converting or exchanging such security acquired such security directly from the Company or an underwriter or agent of the Company), (B) any acquisition by any corporation pursuant to a transaction which complies with clauses (A) and (B) of subsection (iii) of this definition or (C) any acquisition by any individual, entity or group that holds securities of the Company or one of its Affiliates prior to the initial public offering of the Company’s common stock; or

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- (ii) such time as the Continuing Directors (as defined below) do not constitute a majority of the Board (or, if applicable, the Board of Directors of a successor corporation to the Company), where the term "Continuing Director" means at any date a member of the Board (A) who was a member of the Board on the date of the execution of this Agreement or (B) who was nominated or elected subsequent to such date by at least a majority of the directors who were Continuing Directors at the time of such nomination or election or whose election to the Board was recommended or endorsed by at least a majority of the directors who were Continuing Directors at the time of such nomination or election; or
- (iii) the consummation of a merger, consolidation, organization, recapitalization or statutory share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company in one or a series of transactions (a "Business Combination"), unless, immediately following such Business Combination, each of the following two conditions is satisfied: (A) all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then outstanding shares of common stock and the combined voting power of the then outstanding securities entitled to vote generally in the election of directors, respectively, of the resulting or acquiring corporation in such Business Combination (which shall include, without limitation, a corporation which as a result of such transaction owns the Company or substantially all of the Company's assets either directly or through one or more subsidiaries) (such resulting or acquiring corporation is referred to herein as the "Acquiring Corporation") in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, respectively; and (B) no Change of Control Person (excluding any employee benefit plan (or related trust) maintained or sponsored by the Company or by the Acquiring Corporation) beneficially owns, directly or indirectly, 50% or more of the then outstanding shares of common stock of the Acquiring Corporation, or of the combined voting power of the then outstanding securities of such corporation entitled to vote generally in the election of directors (except to the extent that such ownership existed prior to the Business Combination); or

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- (iv) the liquidation or dissolution of the Company.
- (e) “Code” means the Internal Revenue Code of 1986, as amended.
- (f) “Company Group” means Loar Holdings Inc., and its direct and indirect subsidiaries.
- (g) “Competitive Business” means any business or entity that is engaged in the business of designing, manufacturing and selling aircraft components or any other business which any member of the Company Group is then engaged or has or is actively considering (i) during the period commencing on the Effective Date and ending on the date of termination of this Agreement (the “Termination Date”) or (ii) with respect to the portion of the Restricted Period that follows the Termination Date, on the Termination Date.
- (h) “Confidential Information” means any trade secret, customer list, supplier list, financial data, pricing or marketing policy or plan, ideas, inventions, production methods and techniques, know-how, designs, unpublished data, information concerning personnel, staffing, costs and profits, marketing data, customer and supplier data, or any other information relating to any member of the Company Group or any of their respective investors, products, services, customers or suppliers; provided that “Confidential Information” does not include information which (i) is or becomes available to the public through no breach hereof by the receiving member or its representatives or a third party who, to the receiving member’s knowledge, is under no obligation to any member of the Company Group to maintain the confidentiality of such information, or (ii) has come into the possession of the receiving member (other than in such member’s capacity as an employee or service provider) from a third party who, to such member’s knowledge, is under no obligation to any member of the Company Group to maintain the confidentiality of such information.
- (i) “Disability” means that the Executive has been unable, as determined by the Board in good faith, to perform the Executive’s duties to the Company and its Subsidiaries as a result of physical or mental impairment of the Executive, or illness or injury to the Executive, for a period of ninety (90) consecutive days or for periods aggregating one hundred and fifty (150) days during any period of twelve (12) consecutive months.
- (j) “Good Reason” means, without the prior express written consent of the Executive, (i) a reduction of Executive’s Base Salary, Target Bonus and/or Potential Bonus; provided, however, that the Executive acknowledges and agrees that nothing in this clause (i) is intended to or shall be deemed to limit the Board’s authority to set the performance metrics with respect to any annual bonus, and in no event shall the exercise of such authority constitute or give rise to “Good Reason”, (ii) a requirement that Executive relocate his primary office to a location that is more than fifty (50) miles from his primary office as of immediately prior to such relocation (provided that such relocation materially increases Executive’s daily



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commute), but excluding required business travel; or (iii) a material diminution in the overall responsibilities, authority or duties of such Executive with respect to the Company and its Subsidiaries taken as a whole. Notwithstanding the foregoing, Good Reason shall not be deemed to exist unless (x) the Executive gives the Company written notice within sixty (60) days after the first occurrence of the event which the Executive believes constitutes the basis for Good Reason, specifying the particular act or failure to act which the Executive believes constitutes the basis for Good Reason, (y) the Company fails to cure such act or failure to act within thirty (30) days after receipt of such notice and (z) the Executive terminates his or her employment within thirty (30) days after the end of the period specified in clause (y).

- (k) “Person” means a natural person, corporation, partnership, association, limited liability company, joint venture, trust, estate or other entity or organization.
- (l) “Restricted Territory” means (i) prior to the Termination Date, any geographic area in which any member of the Company Group engages in the Competitive Business and (ii) with respect to the portion of the Restricted Period commencing on the Termination Date, any geographic area in which any member of the Company Group engages in the Competitive Business as of the Termination Date, or had previously taken steps to engage in the Competitive Business (which efforts have not been abandoned as of the Termination Date).
- (m) “Securities Act” shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Employment Agreement as of the date first above written.

LOAR HOLDINGS INC.

By: /s/ Michael Manella  
Name: Michael Manella  
Title: Vice President, General Counsel & Secretary

EXECUTIVE

/s/ Dirkson Charles  
Dirkson Charles

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EXHIBIT A

GENERAL RELEASE AND WAIVER OF CLAIMS

The undersigned, Dirkson Charles (the "Executive"), in consideration of and as a precondition to receiving the severance payments and benefits set forth in Section 10 of that certain Employment Agreement between Loar Holdings Inc., a Delaware corporation (the "Company"), and Executive, made as of [\*] [\*], 2024, as subject to amendment from time to time (the "Employment Agreement"), a copy of which Employment Agreement (including any amendments) is attached to this Release Agreement (this "Release"), and such other benefits as may be provided to Executive in connection with the termination of his employment, for and on behalf of Executive, his agents, heirs, executors, administrators, and assigns, does hereby knowingly and voluntarily release and forever discharge the Company and its Affiliates and each of their successors and assigns, and all of their respective past and present agents, directors, officers, partners, shareholders, equityholders, employees, employee benefit plans, representatives, insurers, attorneys, parent companies, subsidiaries, affiliates, and joint venturers, and each of them (the "Released Parties"), from any and all claims, causes of action, agreements, promises, obligations, damages, demands or liabilities of every kind whatsoever, in law or in equity, whether known or unknown, suspected or unsuspected (collectively, "Claims") by reason of any matter, cause or thing whatsoever: (i) arising from the beginning of time up to the date of this Release including, but not limited to, (1) any such Claim relating in any way to Executive's employment relationship with the Company or any other Released Party, and (2) any such Claim arising under any local, state or federal statute, regulation or common law, including without limitation all Claims under, among other things, Title VII of the Civil Rights Act of 1964 (42 U.S.C. sections 2000e, et seq.), Section 1981 of the Civil Rights Act of 1866, the Employment Retirement Income Security Act of 1974 (29 U.S.C. sections 100, et seq.), the Family and Medical Leave Act (29 U.S.C. sections 2601, et seq. and 29 C.F.R. Part 825), the Americans with Disabilities Act (42 U.S.C. sections 12101, et seq.), the Age Discrimination in Employment Act ("ADEA"), including the Older Worker Benefits Protection Act (29 U.S.C. sections 623, et seq.), the Worker Adjustment and Retraining Notification Act (29 U.S.C. sections 2101, et seq.), the Occupational Safety and Health Act of 1970, the New York State and City Human Rights Laws and the New York State Labor Law, each as amended, and/or any other applicable law; (ii) relating to the termination of Executive's employment or other relationship with the Company or other Released Party; or (iii) arising under or relating to any agreement, understanding or promise, written or oral, formal or informal, between the Company and any other Released Party and Executive including, but not limited to, the Employment Agreement; provided, however, that the Claims released hereunder shall not include (A) any Claims for indemnification under Section 14 of the Employment Agreement as well as under the certificate of incorporation and bylaws of the Company for actions taken prior to the date of this Release, (B) Executive's rights under or pursuant to any incentive or similar agreement to vested equity interests, (C) any Claims for the receipt of payments and benefits due to Executive as set forth in Section 10 of the Employment Agreement, or (D) any Claims that may not be lawfully released in this Release, such as workers' compensation and disability benefits (the "Excluded Claims"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Employment Agreement.

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Executive represents that he does not have any complaints or lawsuits pending against the Company or any other Released Party. Executive further understands and agrees that, except for the Excluded Claims and as otherwise provided in the paragraph below, he knowingly relinquishes, waives and forever releases any and all rights to any personal recovery in any action or proceeding that may be commenced on his behalf arising out of the aforesaid employment relationship or the termination thereof, including, without limitation, claims for backpay, front pay, liquidated damages, compensatory damages, general damages, special damages, punitive damages, exemplary damages, costs, expenses and attorneys' fees.

Subject to any applicable privileges of the Company, nothing in this Release, including the Confidentiality Commitment below, shall preclude Executive from filing or prosecuting a charge or complaint, participating in an investigation or proceeding, or lawfully initiating communications concerning a possible violation of law with any federal, state or local government agency, including, without limitation, the Securities and Exchange Commission ("SEC"), the Equal Employment Opportunity Commission, or any other government agency relating to Executive's employment with the Company; provided, however, that Executive hereby agrees to waive his right to recover monetary damages or other individual relief in any such charge, complaint, investigation or proceeding, or any related complaint filed by Executive or on behalf of Executive by or before the Equal Employment Opportunity Commission or any state or local fair employment practices agency, or any related complaint or lawsuit, filed by Executive or by anyone else on Executive's behalf; provided, further, however, that Executive is not waiving any right to seek and receive a financial incentive award for any information Executive provides to a governmental agency or entity.

Executive acknowledges and agrees that this Release constitutes a voluntary waiver of any and all rights and claims Executive may have as of this date, including rights or claims arising under the ADEA. Executive further acknowledges and agrees that he has waived rights or claims pursuant to this Release in exchange for consideration, the value of which exceeds payment or remuneration to which Executive was or would otherwise be entitled. This Release creates legally binding obligations. Executive is hereby advised to consult with the attorney of his choosing concerning this Release prior to executing it. Executive also acknowledges that he has been allowed a period of at least [twenty one (21)]/[forty five (45)]<sup>1</sup> days to consider the terms of this Release, and in the event Executive decides to execute this Release in fewer than [twenty one (21)]/[forty five (45)] days, Executive hereby acknowledges and agrees that he has done so with the express understanding that he has been given and declined the opportunity to consider this Release for a full [twenty one (21)]/[forty five (45)] days. Executive further understands that he may revoke his consent to this Release at any time during the seven (7) days following the date of Executive's execution of this Release by delivering written notice of revocation to the Company's President and Secretary, and the Release shall not become effective or enforceable until such revocation period has expired. In the event Executive does not revoke his consent, this Release shall become effective on the eighth (8th) day after the date Executive has signed this Release (the "Effective Date"). In the event that Executive revokes his consent, this Release shall become null and void and shall not become effective, and Executive shall not be entitled to the payments and benefits set forth in Section 10 of the Employment Agreement.

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<sup>1</sup> NTD – To be determined by the Company at the time of separation based on OWBPA requirements.

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While employed by the Company, Executive acknowledges that he has received certain property belonging to the Company or its Affiliates including, but not limited to, computer data, keys, smartphones, cellular phones, blackberries, computer hardware and software, disks, CDs, DVDs, SD cards or other memory cards, memory sticks, flash cards, flash drives, hard drives, files, electronic or paper documents, customer lists and information, vendor and supplier lists and information, mailing lists, reports, presentations, memoranda, notes, records, financial information, business plans, strategic plans, marketing plans and materials, photographs, drawings, charts, credit cards, cardkey passes, computer access codes, books, instructional manuals and other physical or personal property which Executive received or prepared or helped to prepare in connection with his relationship with the Company. As a further condition to the payments and benefits set forth in Section 10 of the Employment Agreement, Executive (i) represents and agrees that he has returned in good condition any and all such Company property in his possession or control, and that he has not wiped, deleted, or destroyed the contents of any such Company property (other than any copies thereof), (ii) represents that he has returned the Company property with prior stored data and information intact, and (iii) represents and agrees that he shall not have not retained any copies, duplicates, reproductions or excerpts thereof.

As a further condition to the payments and benefits set forth in Section 10 of the Employment Agreement, Executive covenants to comply with the terms and conditions of any non-competition or other similar agreement between the Executive and the Company (or any of its Affiliates).

Executive agrees to forever keep and maintain the confidentiality of all Confidential Information, and Executive shall not disclose or use any Confidential Information for any purpose except as expressly permitted above (the "Confidentiality Commitment").

For a period of two (2) years following the Date of Termination (the "Restricted Period"), Executive shall not, anywhere in the Restricted Territory, either directly or indirectly, engage or assist others to engage in, or own, manage, operate or control, or participate in the ownership, management, operation or control of, or become employed or engaged by any business or entity that carries on a Competitive Business (the "Non-Compete"). Notwithstanding the foregoing, nothing in this paragraph shall prevent Executive from owning, as a passive investor, up to five percent (5%) of the securities of any publicly traded entity.

During the Restricted Period, Executive shall not (i) recruit or otherwise solicit or induce any customer of the Company Group who has been such at any time within the twelve (12)-month period immediately preceding the Date of Termination, to terminate its relationship with any member of the Company Group; or (ii) for purposes of providing products or services that are competitive with those provided by any member of the Company Group, directly or indirectly, contact, solicit, divert, induce, call on, take away, or do business with (or attempt to do any of the foregoing) any current or prospective (provided that there are demonstrable efforts or plans to establish such relationship) customer or client or vendor, supplier or other business partner of any member of the Company Group with whom Executive had contact within the twelve (12) months prior to the Date of Termination or with respect to whom Executive had access to Confidential Information that would assist in Executive's solicitation of such person (the "Business Non-Solicit").

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During the Restricted Period, Executive shall not directly or indirectly, on Executive's own behalf or on behalf of any other Person, (i) recruit, offer employment, solicit for employment or engagement as a consultant or interfere with the employment or engagement of (or attempt to do any of the foregoing) any individual who is employed or engaged as an independent contractor by any member of the Company Group at any time within the twelve (12)-month period immediately preceding such solicitation, interference or attempt thereof, or (ii) employ or engage (or attempt to employ or engage) any individual who is employed by, or engaged as an independent contractor of, any member of the Company Group at any time within the twelve (12)-month period immediately preceding such employment, engagement or attempt thereof (the "Employee Non-Solicit", and together with the Confidentiality Commitment, the Non-Compete, and the Employee Non-Solicit, the "Restrictive Covenants"). The provisions of this paragraph shall not apply to any employee (other than an employee who has worked in a management-level capacity or higher for the Company Group) who responds to a general posting of a job opening not specifically directed at employees or former employees of the Company Group.

Executive acknowledges and agrees that the Restrictive Covenants contained in this Release are necessary to protect the Confidential Information, trade secrets and other legitimate interests of the Company Group, and Executive agrees that Executive is receiving additional compensation and consideration under this Release in exchange for Executive's agreement to comply with the Restrictive Covenants. Executive acknowledges and agrees that the Company and its Affiliates will have no adequate remedy at law and would be irreparably harmed if Executive breaches or threatens to breach any of the Restrictive Covenants. Executive agrees that the Company and its Affiliates shall be entitled to equitable and/or injunctive relief from any court of competent jurisdiction to prevent any breach or threatened breach of any of the Restrictive Covenants, and to specific performance from any court of competent jurisdiction of each of the terms thereof, in each case, in addition to any other legal or equitable remedies that the Company and its Affiliates may have and without the necessity of posting bond, as well as the costs and reasonable attorneys' fees it/they incur in enforcing any of the Restrictive Covenants. Executive further agrees that (i) any breach or claimed breach of the provisions set forth in this Agreement by, or any other claim the Executive may have against the Company or any of its Affiliates will not be a defense to enforcement of any Restrictive Covenants and (ii) the circumstances of Executive's termination of employment or service with any member of the Company Group will have no impact on Executive's obligations to comply with any Restrictive Covenant. The Restrictive Covenants are intended for the benefit of the Company and each of its Affiliates. Each Affiliate of the Company is an intended third party beneficiary of the Restrictive Covenants, and each Affiliate of the Company, as well as any successor or assign of the Company or such Affiliate, may enforce the Restrictive Covenants. Executive further agrees that the Restrictive Covenants are in addition to, and not in lieu of, any non-competition, non-solicitation, protection of confidential information or intellectual property, or other similar covenants in favor of the Company or any of its Affiliates by which Executive may be bound. Executive and the Company hereto agree and intend that the Restrictive Covenants (to the extent not perpetual) be tolled during any period that Executive is in breach of any such Restrictive Covenant, so that the Company and its Affiliates are provided with the full benefit of the restrictive periods set forth herein.

Executive acknowledges that he has read this Release and understands all of its terms. He further acknowledges that he has had the opportunity to consult with the counsel of his choice.

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Executive executes this Release voluntarily and with full knowledge of its significance, and he understands that this Release will be governed by New York law.

Signed at \_\_\_\_\_, Florida, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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Dirkson Charles

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of April 29, 2024, by and between Loar Holdings Inc., a Delaware corporation (the "Company"), and Brett Milgrim, an individual resident of the State of New York ("Executive").

RECITALS

WHEREAS, the Board of Directors of the Company (the "Board") has determined that appropriate steps should be taken to reinforce and encourage the continued employment and dedication of the Company's key personnel.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Company and Executive (individually, a "Party" and together, the "Parties") agree as follows:

1. Employment. The Company hereby agrees to continue to employ Executive and Executive hereby accepts such continued employment with the Company, upon the terms and subject to the conditions set forth herein.
2. Term. The term of Executive's employment with the Company pursuant to this Agreement (as the same may be extended, the "Term") shall commence on the date hereof (the "Effective Date") and will continue until such employment is terminated in accordance with Section 9 and subject to the terms of this Agreement.
3. Position. During the Term, Executive shall serve as a senior executive who collaborates with the Chief Executive Officer on strategic transactions of the Company including acquisitions and financings, reporting to the Board, and so long as elected in accordance with the Company's charter, Executive Co-Chairman of the Board, and will perform such duties and will have all responsibilities and authority as are customarily attendant to Executive's position, and such other duties, responsibilities and authority as the Board shall reasonably determine from time to time, provided that all such assigned duties will be generally consistent with Executive's position. So long as Executive is serving in this position, the Board will nominate him for re-election as Executive Co-Chairman of the Board. In addition, Executive may be asked from time to time to serve as a director or officer of one or more of the Company's Affiliates, without further compensation. Upon termination of Executive's employment, Executive shall automatically resign from the Board upon the request of the Board.
4. Duties. During the Term, Executive shall devote his full time and attention during normal business hours to the business and affairs of the Company, except during vacations, holidays and sick and/or disability leave. Executive agrees that, while employed by the Company, he will comply with all Company policies, practices and procedures and all codes of ethics or business conduct applicable to his position, as in effect from time to time. Notwithstanding the foregoing and subject to the Restrictive Covenants set forth in Section 10 below, nothing contained herein shall be construed to prohibit or restrict Executive from serving in various capacities in community, civic, religious or charitable organizations or trade associations or leagues, or serving on boards of directors or trustees for other organizations; provided that such service or activity does not materially interfere with the performance by Executive of his duties hereunder, pose a conflict of interest or violate any provision of any non-competition or other similar agreement between the Executive and the Company (or any of its Affiliates).



5. Salary and Bonus.

- (a) During the Term, the Company shall pay to Executive a base salary at the rate of \$750,000 per year (the "Base Salary"). The Base Salary shall be payable to Executive in substantially equal installments in accordance with the Company's normal payroll practices. The Board will review the Base Salary annually, and may, in its reasonable discretion, adjust the Base Salary upward but not downward.
- (b) In addition to the Base Salary, during the Term, for each fiscal year completed during Executive's employment under this Agreement, Executive will be eligible to earn an annual bonus as part of the Company's annual executive compensation plan. Executive's target bonus will be 100% of Base Salary ("Target Bonus"), with an opportunity to earn up to 150% of Base Salary (the "Potential Bonus"). The actual amount of any such bonus earned shall be based on the achievement of performance goals established by the Board (any such bonus that is so earned, the "Performance Bonus"). In order to receive any Performance Bonus hereunder, except as provided in Sections 10(a), 10(b) and 10(c), Executive must remain employed by the Company through the date that the Performance Bonus is paid.
- (c) Any Performance Bonus shall be paid not later than March 1<sup>st</sup> following the year to which it relates.
- (d) For the fiscal year of 2024, in the event that the Company and its consolidated subsidiaries achieve consolidated EBITDA (i.e. earnings before interest, taxes, depreciation and amortization and, for the avoidance of doubt, calculated net of all compensation or bonuses required to be paid under this Agreement and any other employment agreement or bonus plan of the Company) of not less than the following percentages of a targeted EBITDA (the "budgeted EBITDA"), as determined by the Board, Executive's Performance Bonus will be calculated as set forth below.

EBITDA for the Year\*

Less than 85% of budgeted EBITDA  
Between 85-100% of budgeted EBITDA  
Between 100%-110% budgeted EBITDA  
Above 110% of budgeted EBITDA

Performance Bonus as Percentage of Base Salary

0% of Base Salary  
50-100% of Base Salary on a straight-line basis  
100-150% of Base Salary on a straight-line basis  
150% of Base Salary

\*The Board may adjust the budgeted EBITDA in respect of any year that the Company or its consolidated subsidiaries consummate any acquisition or disposition (excluding ordinary capital expenditures)

- (e) All compensation payable to Executive by the Company shall be subject to customary withholding taxes and such other employment taxes as are required under Federal law or the law of any state or by any governmental body to be collected with respect to compensation paid to an employee.

6. Employee Benefits.

- (a) Healthcare. During the Term, Executive shall be entitled to participate in a comprehensive healthcare plan (that includes medical, prescription drug, dental and vision coverage) as is afforded generally to other executives of the Company in accordance with the terms of such plan and generally applicable Company or Affiliate policies, as the same may be in effect from time to time, and any other restrictions or limitations imposed by law. Premiums relating to the participation of Executive in such plan shall be paid for by the Company; provided, however, that in the event that the Company's payment of such premiums could subject the Company to any tax or penalty under the Patient Protection and Affordable Care Act (as amended from time to time, the "ACA") or Section 105(h) of the Internal Revenue Code of 1986, as amended ("Section 105(h)"), or applicable regulations or guidance issued under the ACA or Section 105(h), or any other law or regulation, the Company will only be required to pay such portion of the premiums that it may cover, as determined in the Company's discretion, without any risk of incurring any tax or penalty.
- (b) Other Benefit Programs. During the Term, Executive shall be entitled to participate in all other employee benefit (group insurance, hospitalization, and accident, disability, retirement and similar) plans or programs of the Company or its subsidiaries' on a basis at least as favorable as other senior-level executives, except to the extent such plans are duplicative of benefits otherwise provided to Executive under this Agreement (e.g., a severance pay plan). Executive's participation will be subject to the terms of the applicable plan documents and generally applicable Company or subsidiary policies, as the same may be in effect from time to time, and any other restrictions or limitations imposed by law.

7. Vacation, Holidays and Sick Leave. During the Term, Executive shall be entitled to six (6) weeks paid vacation each year, and shall be entitled to paid holidays and sick leave in accordance with the Company's standard policies for its senior executives, which policies shall provide Executive with benefits no less favorable than those provided to the other senior executives of the Company. Vacation may be taken at such times and intervals as Executive shall determine, subject to the business needs of the Company.

8. Business Expenses. The Company shall reimburse Executive for all reasonable business expenses incurred by him in connection with his employment, including, without limitation, expenses for travel and entertainment incurred in conducting or promoting business for the Company in accordance with the Company's normal expense reimbursement policies. The Company shall also reimburse Executive for his reasonable out of pocket costs and expenses of purchasing, subscribing for monthly services for, and paying for usage charges for mobile cell and PDA devices in accordance with the Company's normal expense reimbursement policies.

9. Termination of Agreement. Executive's employment may be terminated as set forth in this Section 9.

- (a) By Mutual Consent. The employment by the Company of Executive pursuant to this Agreement may be terminated at any time by the mutual written agreement of the Company and Executive.
- (b) Death. The employment by the Company of Executive pursuant to this Agreement shall be terminated upon the death of Executive.
- (c) Disability. The employment by the Company of Executive pursuant to this Agreement may be terminated by written notice to Executive at the option of the Company in the event that Executive is determined to have a Disability (as defined herein).
- (d) By the Company for Cause. The employment of Executive pursuant to this Agreement may be terminated by the Company by written notice to Executive ("Notice of Termination") for Cause (as defined herein).
- (e) By the Company Without Cause. The employment by the Company of Executive pursuant to this Agreement may be terminated by the Company without Cause, by delivery of a Notice of Termination to Executive.
- (f) By Executive for Good Reason. The employment by Executive pursuant to this Agreement may be terminated by Executive by written notice to the Company of his resignation ("Notice of Resignation") for Good Reason (as defined herein).
- (g) By Executive Without Good Reason. The employment of Executive by the Company pursuant to this Agreement may be terminated by Executive by delivery of a Notice of Resignation without Good Reason.
- (h) Date of Termination. Executive's date of termination ("Date of Termination") shall be: (i) if the parties hereto mutually agree to terminate this Agreement pursuant to Section 9(a) hereof, the date designated by the parties in such agreement; (ii) if Executive's employment is terminated pursuant to Section 9(b), the date of Executive's death; (iii) if Executive's employment is terminated pursuant to Section 9(c), the date the notice of termination is delivered pursuant to Section 9(c); (iv) if Executive's employment is terminated pursuant to Section 9(d), the date on which a Notice of Termination is given; (v) if Executive's employment is

terminated pursuant to Section 9(e), the date on which a Notice of Termination is given; (vi) if Executive's employment is terminated pursuant to Section 9(f), the date on which a Notice of Resignation is given; and (vii) if Executive's employment is terminated pursuant to Section 9(g), the date that is sixty (60) days following the date the Notice of Resignation is given, provided that the Board may elect to waive such notice period or any portion thereof and pay Executive's Base Salary for the period so waived.

10. Compensation upon Termination; Conditions to Payment; Restrictive Covenants

(a) In the event that Executive's employment is terminated pursuant to Sections 9(a), 9(b), 9(d) or 9(g), Executive (or Executive's estate in the event of Executive's Death pursuant to Section 9(b)) shall be entitled to receive the following:

- (i) Payment of any Base Salary earned but not yet paid;
- (ii) Payment of any accrued unused vacation;
- (iii) Any Performance Bonus to which Executive is entitled for a prior completed year pursuant to Section 5(b) but not yet paid (except in the case where Executive's employment is terminated pursuant to Section 9(d) or 9(g)), payable in accordance with the timing requirements set forth in Section 5(b);
- (iv) Reimbursement in accordance with Section 8 of any business expense incurred by Executive but not yet paid to Executive as of the date his employment terminates, provided that Executive submits all expenses and supporting documentation required within sixty (60) days following the Date of Termination, and provided further that such expenses are reimbursable under Company policies then in effect; and
- (v) Other benefits vested and accrued by Executive through the date of his termination in accordance with the applicable plans and programs of the Company.

Upon payment in full of the amounts set forth in subsections (i), (ii), (iii), (iv) and (v) above (collectively, the "Accrued Obligations"), the Company shall have no further obligations or liabilities to Executive pursuant to this Agreement. Except as otherwise provided in Section 10(a)(iii) and 10(a)(iv), Accrued Obligations will be paid to Executive within thirty (30) days following the date of termination or such shorter period required by law.

(b) In the event that Executive's employment is terminated by the Company pursuant to Section 9(c), 9(e) or by Executive pursuant to Section 9(f), Executive shall be entitled to the Accrued Obligations set forth in Section 10(a) above and, conditional upon Executive's execution and non-revocation of the Release as set forth in Section 10(d) below, Executive shall additionally be entitled to receive the following severance (the "Severance Benefits"):

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- (i) The continuation of Executive's annual Base Salary as then in effect, payable in substantially equal installments in accordance with the Company's normal payroll practices for two (2) years commencing on the first payroll date following the effective date of the Release (as defined herein); provided, that the first such payment shall consist of all amounts payable to Executive pursuant to this Section 10(b)(i) between the Date of Termination and the first payroll date following the effective date of the Release; provided further, however, that any amounts payable to Executive under this Section 10(b)(i) as a result of a termination due to Disability pursuant to Section 9(c), shall be reduced by the proceeds of any short and/or long-term disability payments under any Company plan to which Executive may be entitled during such two (2)-year period; and
- (ii) A pro-rata portion of any Performance Bonus, if any, that Executive would have been entitled to receive pursuant to Section 5(b) hereof in respect of such year based upon the percentage of the calendar year that elapsed through Executive's Date of Termination, payable on the later of the first payroll date following the effective date of the Release and the time when such Performance Bonus would have otherwise been payable to Executive pursuant to Section 5(b) had Executive's employment not terminated; and
- (iii) The Company shall pay 100% of the premiums for Executive to continue his medical, prescription drug, dental and vision insurance coverage (for Executive and his covered family members) under COBRA (and any applicable state law providing for the continuation of such coverage) following the applicable Date of Termination, assuming that Executive timely elects and continues such coverage, until the earlier of (y) the date that is eighteen (18) months following the Date of Termination and (z) the date that Executive and Executive's covered family members cease to be eligible for such COBRA (and applicable state law continuation) coverage under applicable law or plan terms (the "Healthcare Continuation Benefits"). Any Health Continuation Benefits to which Executive is entitled will be payable in substantially equal installments in accordance with the Company's normal payroll practices, commencing on the first payroll date following the effective date of the Release, provided that the first such payment shall consist of all amounts payable pursuant to Section 10(b) between the Date of Termination and the first payroll date following the effective date of the Release. Notwithstanding the foregoing, in the event that the Company's payment of the Health Continuation Benefits could subject the Company to any tax or penalty under the ACA or Section 105(h), or applicable regulations or guidance issued under the ACA or Section 105(h), or any other law or regulation, Executive and the Company agree to work together in good faith, consistent with the requirements for compliance with or exemption from Section 409A of the Code as amended, including the regulations thereunder ("Section 409A"), to restructure such benefit.

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- (c) In addition to the severance payable under Section 10(b) above, in the event that Executive's employment is terminated by the Company pursuant to Section 9(e), or by Executive pursuant to Section 9(f), following a Change of Control and within the calendar year in which the Change of Control occurred, Executive shall be entitled, subject to Section 10(d), to continue to be eligible to receive the full Performance Bonus, if any, that Executive would have been entitled to receive pursuant to Section 5(b) hereof for the calendar year in which the Date of Termination occurs had Executive's employment not been terminated, reduced by any amount received under 10(b)(ii) of this Agreement (the "Post-Separation Performance Bonus"). The resulting payments, if any, shall be paid as provided in Section 5(b).
  - (d) In exchange for Executive's access to Confidential Information and the compensation Executive will receive under this Agreement, including (A) receipt of the Severance Benefits under Section 10(b) and (B) receipt of the Post-Separation Performance Bonus under Section 10(c), Executive agrees to comply with the terms of the Restrictive Covenants defined below and also agrees to timely execute the General Release and Waiver of Claims, in substantially the form attached as Exhibit A hereto ("Release"). The Release must become effective, if at all, within sixty (60) days following the Date of Termination. Notwithstanding anything to the contrary contained in this agreement, if the time period to consider, revoke and return the Release crosses two of Executive's tax years, any portion of the Severance Benefits or Post-Separation Performance Bonus that constitutes deferred compensation subject to Section 409A will, in all events, be paid in the later tax year.
  - (e) Except for any right Executive may have under COBRA or any other applicable state or local law to continue participation in the Company's group medical, prescription drug, dental and vision plans at his cost, Executive's participation in all employee benefit plans shall terminate in accordance with the terms of the applicable benefit plans based on the Date of Termination, without regard to any continuation of the base salary or other payment to Executive following termination of his employment, and Executive shall not be eligible to earn vacation or other paid time off following the termination of his employment.
  - (f) Subject to the Permitted Conduct described below, Executive agrees to forever keep and maintain the confidentiality of all Confidential Information, and Executive shall not disclose or use any Confidential Information for any purpose except in the course of Executive's duties hereunder (the "Confidentiality Commitment").

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- (g) For a period of two (2) years following the Date of Termination (the “Restricted Period”), Executive shall not, anywhere in the Restricted Territory, either directly or indirectly, engage or assist others to engage in, or own, manage, operate or control, or participate in the ownership, management, operation or control of, or become employed or engaged by any business or entity that carries on a Competitive Business (the “Non-Compete”). Notwithstanding the foregoing, nothing in this paragraph shall prevent Executive from owning, as a passive investor, up to five percent (5%) of the securities of any publicly traded entity.
- (h) During the Restricted Period, Executive shall not (i) recruit or otherwise solicit or induce any customer of the Company Group who has been such at any time within the twelve (12)-month period immediately preceding the Date of Termination, to terminate its relationship with any member of the Company Group; or (ii) for purposes of providing products or services that are competitive with those provided by any member of the Company Group, directly or indirectly, contact, solicit, divert, induce, call on, take away, or do business with (or attempt to do any of the foregoing) any current or prospective (provided that there are demonstrable efforts or plans to establish such relationship) customer or client or vendor, supplier or other business partner of any member of the Company Group with whom Executive had contact within the twelve (12) months prior to the Date of Termination or with respect to whom Executive had access to Confidential Information that would assist in Executive’s solicitation of such person (the “Business Non-Solicit”).
- (i) During the Restricted Period, Executive shall not directly or indirectly, on Executive’s own behalf or on behalf of any other Person, (i) recruit, offer employment, solicit for employment or engagement as a consultant or interfere with the employment or engagement of (or attempt to do any of the foregoing) any individual who is employed or engaged as an independent contractor by any member of the Company Group at any time within the twelve (12)-month period immediately preceding such solicitation, interference or attempt thereof, or (ii) employ or engage (or attempt to employ or engage) any individual who is employed by, or engaged as an independent contractor of, any member of the Company Group at any time within the twelve (12)-month period immediately preceding such employment, engagement or attempt thereof (the “Employee Non-Solicit”, and together with the Confidentiality Commitment, Non-Compete, and the Employee Non-Solicit, the “Restrictive Covenants”). The provisions of this paragraph shall not apply to any employee (other than an employee who has worked in a management-level capacity or higher for the Company Group) who responds to a general posting of a job opening not specifically directed at employees or former employees of the Company Group.
- (j) Executive acknowledges and agrees that the Restrictive Covenants contained in the Agreement are necessary to protect the Confidential Information, trade secrets and other legitimate interests of the Company Group, and Executive agrees that Executive is receiving additional compensation and consideration under the Agreement in exchange for Executive’s agreement to comply with the Restrictive Covenants. Executive acknowledges and agrees that the Company and its Affiliates will have no adequate remedy at law and would be irreparably harmed if Executive breaches or threatens to breach any of the Restrictive Covenants. Executives agrees

that the Company and its Affiliates shall be entitled to equitable and/or injunctive relief from any court of competent jurisdiction to prevent any breach or threatened breach of any of the Restrictive Covenants, and to specific performance from any court of competent jurisdiction of each of the terms thereof, in each case, in addition to any other legal or equitable remedies that the Company and its Affiliates may have and without the necessity of posting bond, as well as the costs and reasonable attorneys' fees it/they incur in enforcing any of the Restrictive Covenants. Executive further agrees that (i) any breach or claimed breach of the provisions set forth in this Agreement by, or any other claim the Executive may have against the Company or any of its Affiliates will not be a defense to enforcement of any Restrictive Covenants and (ii) the circumstances of Executive's termination of employment or service with any member of the Company Group will have no impact on Executive's obligations to comply with any Restrictive Covenant. The Restrictive Covenants are intended for the benefit of the Company and each of its Affiliates. Each Affiliate of the Company is an intended third party beneficiary of the Restrictive Covenants, and each Affiliate of the Company, as well as any successor or assign of the Company or such Affiliate, may enforce the Restrictive Covenants. Executive further agrees that the Restrictive Covenants are in addition to, and not in lieu of, any non-competition, non-solicitation, protection of confidential information or intellectual property, or other similar covenants in favor of the Company or any of its Affiliates by which Executive may be bound. Executive and the Company hereto agree and intend that the Restrictive Covenants (to the extent not perpetual) be tolled during any period that Executive is in breach of any such Restrictive Covenant, so that the Company and its Affiliates are provided with the full benefit of the restrictive periods set forth herein.

- (k) Subject to any applicable privileges of the Company, nothing in this Agreement shall prohibit or restrict Executive from lawfully (i) communicating or initiating communications directly with the Securities and Exchange Commission, the Equal Employment Opportunity Commission, Congress, the Department of Justice or any other governmental or regulatory body or official, or any self-regulatory organization (collectively, "Regulators") concerning a possible violation of law, rule or regulation. Furthermore, Executive will not be required to notify the Company or any of its affiliates of any such communication with a Regulator described in the immediately preceding sentence. Nothing contained in this Agreement, including the general release of claims referred to above and set forth in the Release, shall be construed to prohibit Executive from filing a charge with or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission a comparable state or local agency, provided, however, that Executive hereby waives Executive's right to recover monetary damages or other individual relief in any such charge, investigation or proceeding or any related complaint or lawsuit filed by Executive or anyone else on Executive's behalf; provided further, that Executive is not waiving any right to seek and receive a financial incentive award for any information Executive provides to a governmental agency or entity. Notwithstanding the foregoing permissions, Executive may be held liable if the Executive unlawfully accesses trade secrets by unauthorized means. Conduct specifically permitted by this clause (k) shall be "Permitted Conduct."



11. Section 409A. The intent of the parties is that payments and benefits under this Agreement be exempt from or comply with Section 409A to the extent subject thereto, and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered to be in compliance therewith. Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, Executive shall not be considered to have terminated employment with the Company for purposes of this Agreement and no payments shall be due to Executive under this Agreement until Executive would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A. For purposes of this Agreement, each amount to be paid or benefit to be provided shall be construed as a separate identified payment for purposes of Section 409A, and any payments described in this Agreement that are due within the "short term deferral period," as defined in Section 409A, shall not be treated as deferred compensation unless applicable law requires otherwise. To the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A as a result of Executive being a "specified employee," as defined below, amounts constituting "nonqualified deferred compensation," as defined under Section 409A, that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement during the six-month period immediately following Executive's termination of employment shall instead be paid on the first business day after the date that is six months following Executive's termination of employment (or death, if earlier). To the extent required to avoid an accelerated or additional tax under Section 409A, amounts reimbursable to Executive under this Agreement shall be paid to Executive on or before the last day of the year following the year in which the expense was incurred, the amount of expenses eligible for reimbursement (and in-kind benefits provided to Executive) during any one year may not affect amounts reimbursable or provided in any subsequent year and the right to payment or reimbursement shall not be subject to liquidation or exchange for any other benefit. For purposes of this Agreement, the term "specified employee" means an individual determined by the Company to be a specified employee under Treasury regulation Section 1.409A-1(i).

12. Representations.

- (a) The Company represents and warrants that this Agreement has been authorized by all necessary corporate action of the Company and is a valid and binding agreement of the Company enforceable against the Company in accordance with its terms.
- (b) Executive represents that he is under no employment contract, non-competition or other covenants or restrictions that could limit his ability to work on the Effective Date or otherwise limit his ability to perform all responsibilities of the position of Executive Co-Chairman of the Board.

13. Successors and Assigns. This Agreement shall inure to the benefit of and be enforceable by Executive and the Company and their personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees and permitted assigns; provided, however, the Company may assign its rights and obligations under this Agreement without Executive's consent to one of its Affiliates or to any person with whom the Company shall

hereafter effect a reorganization, consolidate or merge, or to whom the Company shall hereafter transfer all or substantially all of its properties or assets. Notwithstanding the foregoing, this Agreement is a personal contract and the rights and interests of either party hereunder may not be sold, transferred, assigned, pledged, encumbered, or hypothecated, except as otherwise expressly permitted by the provisions of this Agreement or by written agreement of the parties.

14. Indemnification. To the fullest extent permitted by law, the Company shall indemnify and hold harmless Executive from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (“Claims”), in which Executive may be involved, or threatened to be involved, as a party or otherwise, by reason of his service as an officer of the Company or any of its controlled Affiliates. Executive shall not be entitled to indemnification under this Section 14 with respect to (i) Executive’s fraud, willful breach of applicable law, willful misconduct, bad faith, gross negligence or breach of this Agreement or conduct for which the limitation or elimination of liability is prohibited by Delaware law or (ii) any Claim initiated by Executive unless such Claim (or part thereof) (A) was brought to enforce Executive’s rights to indemnification hereunder, or (B) was authorized or consented to by a majority of the members of the Board other than Executive. Expenses reasonably incurred by Executive in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of Executive to repay such amount if it shall be ultimately determined that Executive is not entitled to be indemnified by the Company as authorized by this Section 14. If the Company indemnifies Executive pursuant to this Section 14, it shall be subrogated to the rights of Executive against, and shall be entitled to seek contribution from, any third party, including any insurance company, to recover the amount of such indemnification (or such portion thereof as to which the Company shall be entitled to contribution) after Executive shall have been fully and completely indemnified (whether pursuant to this Agreement or otherwise) in respect of the Claim which gave rise to such indemnification. Executive shall fully cooperate with the Company at the Company’s expense in its efforts to enforce against any such third party the rights to which it is so subrogated. The provisions contained in this Section 14 shall be in addition to any indemnification obligations which the Company may otherwise have to Executive.

15. Entire Agreement. This Agreement contains all the understandings between the parties hereto pertaining to the matters referred to herein, and supersedes any other undertakings and agreements, whether oral or in writing, including any non-competition, non-solicitation, protection of confidential information or intellectual property, or other similar covenants in favor of the Company or any of its Affiliates by which Executive may be bound, previously entered into by them with respect thereto. Executive represents that, in executing this Agreement, he does not rely and has not relied upon any representation or statement made by the Company not set forth herein with regard to the subject matter or effect of this Agreement or otherwise. Executive and the Company have entered into, or may enter into, separate agreements, the effectiveness of which are not affected by this Agreement, including incentive award agreements and non-competition and similar agreements. These separate agreements govern other aspects of the relationship between Executive and the Company, have or may have provisions that survive termination of Executive’s employment under this Agreement, may be amended or superseded by Executive and the Company without regard to this agreement and are enforceable according to their terms without regard to the enforcement provisions of this Agreement.

16. Amendment or Modification: Waiver. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing, signed by Executive and by a duly authorized officer of the Company other than Executive. No waiver by either Party of any breach by the other Party of any condition or provision of this Agreement to be performed by such other Party shall be deemed a waiver of a similar or dissimilar condition or provision at the same time, any prior time or any subsequent time. In the event a court of competent jurisdiction determines that any covenant contained herein is overbroad, unreasonable, or unenforceable, the court may modify, reform or blue pencil the covenant so that the covenant is enforceable to the maximum extent of the law and the remainder of this Agreement, and all other covenants contained in this Agreement, will remain enforceable and valid.

17. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand or electronic mail, (ii) delivered by a nationally recognized commercial overnight delivery service, or (iii) mailed postage prepaid by certified mail to the party concerned at the address set forth below:

To Executive at the address specified on Executive's signature page hereto.

To the Company at:

Loar Holdings Inc.  
20 New King Street  
White Plains, New York 10604  
Attention: Dirkson Charles  
Email: [\*]

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

Benesch, Friedlander, Coplan & Aronoff LLP  
127 Public Square, Suite 4900  
Cleveland, OH 44114  
Attention: Sean T. Peppard  
Email: speppard@beneschlaw.com

Such notices shall be effective: (i) in the case of hand deliveries and electronic mail, when received; (ii) in the case of an overnight delivery service, on the next Business Day after being placed in the possession of such delivery service, with delivery charges prepaid; and (iii) in the case of mail, five (5) Business Days after deposit in the postal system, first class mail, postage prepaid. Any party may change its address and email by written notice to the other given in accordance with this Section 17; provided, however, that such change shall be effective when received.

18. Severability. If any provision or clause of this Agreement, or the application of any such provision or clause to any party or circumstances, shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision or clause to such person or circumstances other than those to which it is so determined to be invalid and unenforceable, shall not be affected thereby, and each provision or clause hereof shall be validated and shall be enforced to the fullest extent permitted by law. Moreover, if any one or more provisions contained in this Agreement shall be excessively broad as to duration, activity or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.

19. Survivorship. The respective rights and obligations of the parties hereunder shall survive any termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

20. Governing Law.

- (a) This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles.
- (b) In the event a dispute arises out of or pertains to this Agreement, the parties agree to use their reasonable efforts to resolve such dispute through negotiation. In the event such dispute cannot be settled through negotiation, the parties agree that any action or proceeding instituted with respect thereto shall be commenced and maintained exclusively in the state or federal courts of general jurisdiction in New York, New York. To the maximum extent permitted by law, the parties waive any right to a trial by jury.

21. Headings. All descriptive headings of sections and paragraphs in this Agreement are intended solely for convenience, and no provision of this Agreement is to be construed by reference to the heading of any section or paragraph.

22. Specific Performance. Each party hereto acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by such party and that any such breach would cause the other party irreparable harm. Accordingly, each party hereto also agrees that, in the event of any breach or threatened breach of the provisions of this Agreement by such party, the other party shall be entitled to equitable relief without the requirement of posting a bond or other security, including in the form of injunctions and orders for specific performance, in addition to all other remedies available to such other party at law or in equity.

23. Prior Agreement. Reference is hereby made to that certain Employment Agreement, dated October 2, 2017, by and between Loar Group Inc., a wholly owned subsidiary of the Company, and Executive (the "Prior Agreement"). The Company and Executive hereby agree that, effective upon the full execution of this Agreement, the Prior Agreement shall terminate and be of no further force and effect.

24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. Definitions.

- (a) “Affiliate” shall have the meaning set forth in Rule 405 promulgated under the Securities Act.
- (b) “Business Day” means any day that banks are opened for business in the State of New York, other than a Saturday or Sunday.
- (c) “Cause” means Executive’s (i) conviction of, or entering of a plea of guilty or nolo contendere (or its equivalent under any applicable legal system) with respect to (A) a felony or (B) any crime involving moral turpitude; (ii) commission of fraud, misrepresentation, embezzlement or theft against any Person; (iii) engaging in any activity that is intended to injure or would reasonably be expected to injure (monetarily or otherwise), in any material respect, the reputation, the business or a business relationship of the Company or any of its direct or indirect owners or any of their respective Affiliates; (iv) gross negligence or willful misconduct in the performance of the Executive’s duties to the Company or any of its Affiliates, or willful refusal or material failure to carry out any reasonable, lawful and authorized instructions of the Board; (v) material violation of a fiduciary duty owed to the Company or any of its Affiliates; or (vi) material breach of any non-competition, non-solicitation, confidentiality or other restrictive covenant, or a material violation of any provision of this Agreement, a written policy or code of conduct of the Company or any of its Affiliates. Except for such acts constituting Cause which, by their nature, cannot reasonably be expected to be cured, the Executive shall have ten (10) days following the delivery of written notice by the Company of its intention to terminate the Executive’s employment for Cause within which to cure any acts constituting Cause.
- (d) “Change of Control” means an event or occurrence set forth in any one or more of subsections (i) through (iv) below (including an event or occurrence that constitutes a Change of Control under one of such subsections but is specifically exempted from another such subsection) that is (A) a change in the ownership of the Company (as defined in Treasury Regulation Section 1.409A-3(i)(5)(v)), (B) a change in effective control of the Company (as defined in Treasury Regulation Section 1.409A-3(i)(5)(vi)), or (C) a change in the ownership of a substantial portion of the assets of the Company (as defined in Treasury Regulation Section 1.409A-3(i)(5)(vii)):
  - (i) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (a “Change of Control Person”) of beneficial ownership of any capital stock of the Company if, after such acquisition, such Change of Control Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 50% or more

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of either (x) the then outstanding shares of common stock of the Company (the “Outstanding Company Common Stock”) or (y) the combined voting power of the then outstanding securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that for purposes of this subsection (i), the following acquisitions shall not constitute a Change in Control: (A) any acquisition directly from the Company (excluding an acquisition pursuant to the exercise, conversion or exchange of any security exercisable for, convertible into or exchangeable for common stock or voting securities of the Company, unless the Change of Control Person exercising, converting or exchanging such security acquired such security directly from the Company or an underwriter or agent of the Company), (B) any acquisition by any corporation pursuant to a transaction which complies with clauses (A) and (B) of subsection (iii) of this definition or (C) any acquisition by any individual, entity or group that holds securities of the Company or one of its Affiliates prior to the initial public offering of the Company’s common stock; or

- (ii) such time as the Continuing Directors (as defined below) do not constitute a majority of the Board (or, if applicable, the Board of Directors of a successor corporation to the Company), where the term “Continuing Director” means at any date a member of the Board (A) who was a member of the Board on the date of the execution of this Agreement or (B) who was nominated or elected subsequent to such date by at least a majority of the directors who were Continuing Directors at the time of such nomination or election or whose election to the Board was recommended or endorsed by at least a majority of the directors who were Continuing Directors at the time of such nomination or election; or
- (iii) the consummation of a merger, consolidation, organization, recapitalization or statutory share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company in one or a series of transactions (a “Business Combination”), unless, immediately following such Business Combination, each of the following two conditions is satisfied: (A) all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then outstanding shares of common stock and the combined voting power of the then outstanding securities entitled to vote generally in the election of directors, respectively, of the resulting or acquiring corporation in such Business Combination (which shall include, without limitation, a corporation which as a result of such transaction owns the Company or substantially all of the Company’s assets either directly or through one or more subsidiaries) (such resulting or acquiring corporation is referred to herein as the “Acquiring Corporation”) in substantially the

same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, respectively; and (B) no Change of Control Person (excluding any employee benefit plan (or related trust) maintained or sponsored by the Company or by the Acquiring Corporation) beneficially owns, directly or indirectly, 50% or more of the then outstanding shares of common stock of the Acquiring Corporation, or of the combined voting power of the then outstanding securities of such corporation entitled to vote generally in the election of directors (except to the extent that such ownership existed prior to the Business Combination); or

- (iv) the liquidation or dissolution of the Company.
- (e) “Code” means the Internal Revenue Code of 1986, as amended.
- (f) “Company Group” means Loar Holdings Inc., and its direct and indirect subsidiaries.
- (g) “Competitive Business” means any business or entity that is engaged in the business of designing, manufacturing and selling aircraft components or any other business which any member of the Company Group is then engaged or has or is actively considering (i) during the period commencing on the Effective Date and ending on the date of termination of this Agreement (the “Termination Date”) or (ii) with respect to the portion of the Restricted Period that follows the Termination Date, on the Termination Date.
- (h) “Confidential Information” means any trade secret, customer list, supplier list, financial data, pricing or marketing policy or plan, ideas, inventions, production methods and techniques, know-how, designs, unpublished data, information concerning personnel, staffing, costs and profits, marketing data, customer and supplier data, or any other information relating to any member of the Company Group or any of their respective investors, products, services, customers or suppliers; provided that “Confidential Information” does not include information which (i) is or becomes available to the public through no breach hereof by the receiving member or its representatives or a third party who, to the receiving member’s knowledge, is under no obligation to any member of the Company Group to maintain the confidentiality of such information, or (ii) has come into the possession of the receiving member (other than in such member’s capacity as an employee or service provider) from a third party who, to such member’s knowledge, is under no obligation to any member of the Company Group to maintain the confidentiality of such information.
- (i) “Disability” means that the Executive has been unable, as determined by the Board in good faith, to perform the Executive’s duties to the Company and its Subsidiaries as a result of physical or mental impairment of the Executive, or illness or injury to the Executive, for a period of ninety (90) consecutive days or for periods aggregating one hundred and fifty (150) days during any period of twelve (12) consecutive months.

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- (j) “Good Reason” means, without the prior express written consent of the Executive, (i) a reduction of Executive’s Base Salary, Target Bonus and/or Potential Bonus; provided, however, that the Executive acknowledges and agrees that nothing in this clause (i) is intended to or shall be deemed to limit the Board’s authority to set the performance metrics with respect to any annual bonus, and in no event shall the exercise of such authority constitute or give rise to “Good Reason”, (ii) a requirement that Executive relocate his primary office to a location that is more than fifty (50) miles from his primary office as of immediately prior to such relocation (provided that such relocation materially increases Executive’s daily commute), but excluding required business travel; or (iii) a material diminution in the overall responsibilities, authority or duties of such Executive with respect to the Company and its Subsidiaries taken as a whole. Notwithstanding the foregoing, Good Reason shall not be deemed to exist unless (x) the Executive gives the Company written notice within sixty (60) days after the first occurrence of the event which the Executive believes constitutes the basis for Good Reason, specifying the particular act or failure to act which the Executive believes constitutes the basis for Good Reason, (y) the Company fails to cure such act or failure to act within thirty (30) days after receipt of such notice and (z) the Executive terminates his or her employment within thirty (30) days after the end of the period specified in clause (y).
- (k) “Person” means a natural person, corporation, partnership, association, limited liability company, joint venture, trust, estate or other entity or organization.
- (l) “Restricted Territory” means (i) prior to the Termination Date, any geographic area in which any member of the Company Group engages in the Competitive Business and (ii) with respect to the portion of the Restricted Period commencing on the Termination Date, any geographic area in which any member of the Company Group engages in the Competitive Business as of the Termination Date, or had previously taken steps to engage in the Competitive Business (which efforts have not been abandoned as of the Termination Date).
- (m) “Securities Act” shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

[SIGNATURE PAGE FOLLOWS]



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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Employment Agreement as of the date first above written.

LOAR HOLDINGS INC.

By: /s/ Dirkson Charles

Name: Dirkson Charles

Title: President, Chief Executive Officer and  
Executive Co-Chairman

EXECUTIVE

/s/ Brett Milgrim

Brett Milgrim

EXHIBIT A

GENERAL RELEASE AND WAIVER OF CLAIMS

The undersigned, Brett Milgrim (the "Executive"), in consideration of and as a precondition to receiving the severance payments and benefits set forth in Section 10 of that certain Employment Agreement between Loar Holdings Inc., a Delaware corporation (the "Company"), and Executive, made as of [\*] [\*], 2024, as subject to amendment from time to time (the "Employment Agreement"), a copy of which Employment Agreement (including any amendments) is attached to this Release Agreement (this "Release"), and such other benefits as may be provided to Executive in connection with the termination of his employment, for and on behalf of Executive, his agents, heirs, executors, administrators, and assigns, does hereby knowingly and voluntarily release and forever discharge the Company and its Affiliates and each of their successors and assigns, and all of their respective past and present agents, directors, officers, partners, shareholders, equityholders, employees, employee benefit plans, representatives, insurers, attorneys, parent companies, subsidiaries, affiliates, and joint venturers, and each of them (the "Released Parties"), from any and all claims, causes of action, agreements, promises, obligations, damages, demands or liabilities of every kind whatsoever, in law or in equity, whether known or unknown, suspected or unsuspected (collectively, "Claims") by reason of any matter, cause or thing whatsoever: (i) arising from the beginning of time up to the date of this Release including, but not limited to, (1) any such Claim relating in any way to Executive's employment relationship with the Company or any other Released Party, and (2) any such Claim arising under any local, state or federal statute, regulation or common law, including without limitation all Claims under, among other things, Title VII of the Civil Rights Act of 1964 (42 U.S.C. sections 2000e, et seq.), Section 1981 of the Civil Rights Act of 1866, the Employment Retirement Income Security Act of 1974 (29 U.S.C. sections 100, et seq.), the Family and Medical Leave Act (29 U.S.C. sections 2601, et seq. and 29 C.F.R. Part 825), the Americans with Disabilities Act (42 U.S.C. sections 12101, et seq.), the Age Discrimination in Employment Act ("ADEA"), including the Older Worker Benefits Protection Act (29 U.S.C. sections 623, et seq.), the Worker Adjustment and Retraining Notification Act (29 U.S.C. sections 2101, et seq.), the Occupational Safety and Health Act of 1970, the New York State and City Human Rights Laws and the New York State Labor Law, each as amended, and/or any other applicable law; (ii) relating to the termination of Executive's employment or other relationship with the Company or other Released Party; or (iii) arising under or relating to any agreement, understanding or promise, written or oral, formal or informal, between the Company and any other Released Party and Executive including, but not limited to, the Employment Agreement; provided, however, that the Claims released hereunder shall not include (A) any Claims for indemnification under Section 14 of the Employment Agreement as well as under the certificate of incorporation and bylaws of the Company for actions taken prior to the date of this Release, (B) Executive's rights under or pursuant to any incentive or similar agreement to vested equity interests, (C) any Claims for the receipt of payments and benefits due to Executive as set forth in Section 10 of the Employment Agreement, or (D) any Claims that may not be lawfully released in this Release, such as workers' compensation and disability benefits (the "Excluded Claims"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Employment Agreement.

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Executive represents that he does not have any complaints or lawsuits pending against the Company or any other Released Party. Executive further understands and agrees that, except for the Excluded Claims and as otherwise provided in the paragraph below, he knowingly relinquishes, waives and forever releases any and all rights to any personal recovery in any action or proceeding that may be commenced on his behalf arising out of the aforesaid employment relationship or the termination thereof, including, without limitation, claims for backpay, front pay, liquidated damages, compensatory damages, general damages, special damages, punitive damages, exemplary damages, costs, expenses and attorneys' fees.

Subject to any applicable privileges of the Company, nothing in this Release, including the Confidentiality Commitment below, shall preclude Executive from filing or prosecuting a charge or complaint, participating in an investigation or proceeding, or lawfully initiating communications concerning a possible violation of law with any federal, state or local government agency, including, without limitation, the Securities and Exchange Commission ("SEC"), the Equal Employment Opportunity Commission, or any other government agency relating to Executive's employment with the Company; provided, however, that Executive hereby agrees to waive his right to recover monetary damages or other individual relief in any such charge, complaint, investigation or proceeding, or any related complaint filed by Executive or on behalf of Executive by or before the Equal Employment Opportunity Commission or any state or local fair employment practices agency, or any related complaint or lawsuit, filed by Executive or by anyone else on Executive's behalf; provided, further, however, that Executive is not waiving any right to seek and receive a financial incentive award for any information Executive provides to a governmental agency or entity.

Executive acknowledges and agrees that this Release constitutes a voluntary waiver of any and all rights and claims Executive may have as of this date, including rights or claims arising under the ADEA. Executive further acknowledges and agrees that he has waived rights or claims pursuant to this Release in exchange for consideration, the value of which exceeds payment or remuneration to which Executive was or would otherwise be entitled. This Release creates legally binding obligations. Executive is hereby advised to consult with the attorney of his choosing concerning this Release prior to executing it. Executive also acknowledges that he has been allowed a period of at least [twenty one (21)]/[forty five (45)]<sup>1</sup> days to consider the terms of this Release, and in the event Executive decides to execute this Release in fewer than [twenty one (21)]/[forty five (45)] days, Executive hereby acknowledges and agrees that he has done so with the express understanding that he has been given and declined the opportunity to consider this Release for a full [twenty one (21)]/[forty five (45)] days. Executive further understands that he may revoke his consent to this Release at any time during the seven (7) days following the date of Executive's execution of this Release by delivering written notice of revocation to the Company's President and Secretary, and the Release shall not become effective or enforceable until such revocation period has expired. In the event Executive does not revoke his consent, this Release shall become effective on the eighth (8th) day after the date Executive has signed this Release (the "Effective Date"). In the event that Executive revokes his consent, this Release shall become null and void and shall not become effective, and Executive shall not be entitled to the payments and benefits set forth in Section 10 of the Employment Agreement.

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<sup>1</sup> NTD – To be determined by the Company at the time of separation based on OWBPA requirements.

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While employed by the Company, Executive acknowledges that he has received certain property belonging to the Company or its Affiliates including, but not limited to, computer data, keys, smartphones, cellular phones, blackberries, computer hardware and software, disks, CDs, DVDs, SD cards or other memory cards, memory sticks, flash cards, flash drives, hard drives, files, electronic or paper documents, customer lists and information, vendor and supplier lists and information, mailing lists, reports, presentations, memoranda, notes, records, financial information, business plans, strategic plans, marketing plans and materials, photographs, drawings, charts, credit cards, cardkey passes, computer access codes, books, instructional manuals and other physical or personal property which Executive received or prepared or helped to prepare in connection with his relationship with the Company. As a further condition to the payments and benefits set forth in Section 10 of the Employment Agreement, Executive (i) represents and agrees that he has returned in good condition any and all such Company property in his possession or control, and that he has not wiped, deleted, or destroyed the contents of any such Company property (other than any copies thereof), (ii) represents that he has returned the Company property with prior stored data and information intact, and (iii) represents and agrees that he shall not have not retained any copies, duplicates, reproductions or excerpts thereof.

As a further condition to the payments and benefits set forth in Section 10 of the Employment Agreement, Executive covenants to comply with the terms and conditions of any non-competition or other similar agreement between the Executive and the Company (or any of its Affiliates).

Executive agrees to forever keep and maintain the confidentiality of all Confidential Information, and Executive shall not disclose or use any Confidential Information for any purpose except as expressly permitted above (the "Confidentiality Commitment").

For a period of two (2) years following the Date of Termination (the "Restricted Period"), Executive shall not, anywhere in the Restricted Territory, either directly or indirectly, engage or assist others to engage in, or own, manage, operate or control, or participate in the ownership, management, operation or control of, or become employed or engaged by any business or entity that carries on a Competitive Business (the "Non-Compete"). Notwithstanding the foregoing, nothing in this paragraph shall prevent Executive from owning, as a passive investor, up to five percent (5%) of the securities of any publicly traded entity.

During the Restricted Period, Executive shall not (i) recruit or otherwise solicit or induce any customer of the Company Group who has been such at any time within the twelve (12)-month period immediately preceding the Date of Termination, to terminate its relationship with any member of the Company Group; or (ii) for purposes of providing products or services that are competitive with those provided by any member of the Company Group, directly or indirectly, contact, solicit, divert, induce, call on, take away, or do business with (or attempt to do any of the foregoing) any current or prospective (provided that there are demonstrable efforts or plans to establish such relationship) customer or client or vendor, supplier or other business partner of any member of the Company Group with whom Executive had contact within the twelve (12) months prior to the Date of Termination or with respect to whom Executive had access to Confidential Information that would assist in Executive's solicitation of such person (the "Business Non-Solicit").

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During the Restricted Period, Executive shall not directly or indirectly, on Executive's own behalf or on behalf of any other Person, (i) recruit, offer employment, solicit for employment or engagement as a consultant or interfere with the employment or engagement of (or attempt to do any of the foregoing) any individual who is employed or engaged as an independent contractor by any member of the Company Group at any time within the twelve (12)-month period immediately preceding such solicitation, interference or attempt thereof, or (ii) employ or engage (or attempt to employ or engage) any individual who is employed by, or engaged as an independent contractor of, any member of the Company Group at any time within the twelve (12)-month period immediately preceding such employment, engagement or attempt thereof (the "Employee Non-Solicit", and together with the Confidentiality Commitment, the Non-Compete, and the Employee Non-Solicit, the "Restrictive Covenants"). The provisions of this paragraph shall not apply to any employee (other than an employee who has worked in a management-level capacity or higher for the Company Group) who responds to a general posting of a job opening not specifically directed at employees or former employees of the Company Group.

Executive acknowledges and agrees that the Restrictive Covenants contained in this Release are necessary to protect the Confidential Information, trade secrets and other legitimate interests of the Company Group, and Executive agrees that Executive is receiving additional compensation and consideration under this Release in exchange for Executive's agreement to comply with the Restrictive Covenants. Executive acknowledges and agrees that the Company and its Affiliates will have no adequate remedy at law and would be irreparably harmed if Executive breaches or threatens to breach any of the Restrictive Covenants. Executive agrees that the Company and its Affiliates shall be entitled to equitable and/or injunctive relief from any court of competent jurisdiction to prevent any breach or threatened breach of any of the Restrictive Covenants, and to specific performance from any court of competent jurisdiction of each of the terms thereof, in each case, in addition to any other legal or equitable remedies that the Company and its Affiliates may have and without the necessity of posting bond, as well as the costs and reasonable attorneys' fees it/they incur in enforcing any of the Restrictive Covenants. Executive further agrees that (i) any breach or claimed breach of the provisions set forth in this Agreement by, or any other claim the Executive may have against the Company or any of its Affiliates will not be a defense to enforcement of any Restrictive Covenants and (ii) the circumstances of Executive's termination of employment or service with any member of the Company Group will have no impact on Executive's obligations to comply with any Restrictive Covenant. The Restrictive Covenants are intended for the benefit of the Company and each of its Affiliates. Each Affiliate of the Company is an intended third party beneficiary of the Restrictive Covenants, and each Affiliate of the Company, as well as any successor or assign of the Company or such Affiliate, may enforce the Restrictive Covenants. Executive further agrees that the Restrictive Covenants are in addition to, and not in lieu of, any non-competition, non-solicitation, protection of confidential information or intellectual property, or other similar covenants in favor of the Company or any of its Affiliates by which Executive may be bound. Executive and the Company hereto agree and intend that the Restrictive Covenants (to the extent not perpetual) be tolled during any period that Executive is in breach of any such Restrictive Covenant, so that the Company and its Affiliates are provided with the full benefit of the restrictive periods set forth herein.

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Executive acknowledges that he has read this Release and understands all of its terms. He further acknowledges that he has had the opportunity to consult with the counsel of his choice. Executive executes this Release voluntarily and with full knowledge of its significance, and he understands that this Release will be governed by New York law.

Signed at \_\_\_\_\_, New York, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Brett Milgrim

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this “Agreement”) is entered into as of April 29, 2024, by and between Loar Holdings Inc., a Delaware corporation (the “Company”), and Glenn D’Alessandro, an individual resident of the State of New York (“Executive”).

RECITALS

WHEREAS, the Board of Directors of the Company (the “Board”) has determined that appropriate steps should be taken to reinforce and encourage the continued employment and dedication of the Company’s key personnel.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Company and Executive (individually, a “Party” and together, the “Parties”) agree as follows:

1. Employment. The Company hereby agrees to continue to employ Executive and Executive hereby accepts such continued employment with the Company, upon the terms and subject to the conditions set forth herein.
2. Term. The term of Executive’s employment with the Company pursuant to this Agreement (as the same may be extended, the “Term”) shall commence on the date hereof (the “Effective Date”) and will continue until such employment is terminated in accordance with Section 9 and subject to the terms of this Agreement.
3. Position. During the Term, Executive shall serve as Chief Financial Officer (“CFO”) and Treasurer, reporting to the Chief Executive Officer of the Company, and will perform such duties and will have all responsibilities and authority as are customarily attendant to Executive’s position, and such other duties, responsibilities and authority as the Board shall reasonably determine from time to time, provided that all such assigned duties will be generally consistent with the position of CFO and Treasurer. In addition, Executive may be asked from time to time to serve as a director or officer of one or more of the Company’s Affiliates, without further compensation.
4. Duties. During the Term, Executive shall devote his full time and attention during normal business hours to the business and affairs of the Company, except during vacations, holidays and sick and/or disability leave. Executive agrees that, while employed by the Company, he will comply with all Company policies, practices and procedures and all codes of ethics or business conduct applicable to his position, as in effect from time to time. Notwithstanding the foregoing and subject to the Restrictive Covenants set forth in Section 10 below, nothing contained herein shall be construed to prohibit or restrict Executive from serving in various capacities in community, civic, religious or charitable organizations or trade associations or leagues, or serving on boards of directors or trustees for other organizations; provided that such service or activity does not materially interfere with the performance by Executive of his duties hereunder, pose a conflict of interest or violate any provision of any non-competition or other similar agreement between the Executive and the Company (or any of its Affiliates).

5. **Salary and Bonus.**

- (a) During the Term, the Company shall pay to Executive a base salary at the rate of \$449,400 per year (the "**Base Salary**"). The Base Salary shall be payable to Executive in substantially equal installments in accordance with the Company's normal payroll practices. The Board will review the Base Salary annually, and may, in its reasonable discretion, adjust the Base Salary upward but not downward.
- (b) In addition to the Base Salary, during the Term, for each fiscal year completed during Executive's employment under this Agreement, Executive will be eligible to earn an annual bonus as part of the Company's annual executive compensation plan. Executive's target bonus will be 50% of Base Salary ("**Target Bonus**"), with an opportunity to earn up to 75% of Base Salary (the "**Potential Bonus**"). The actual amount of any such bonus earned shall be based on the achievement of performance goals established by the Board (any such bonus that is so earned, the "**Performance Bonus**"). In order to receive any Performance Bonus hereunder, except as provided in Sections 10(a), 10(b) and 10(c), Executive must remain employed by the Company through the date that the Performance Bonus is paid.
- (c) Any Performance Bonus shall be paid not later than March 1<sup>st</sup> following the year to which it relates.
- (d) For the fiscal year of 2024, in the event that the Company and its consolidated subsidiaries achieve consolidated EBITDA (i.e. earnings before interest, taxes, depreciation and amortization and, for the avoidance of doubt, calculated net of all compensation or bonuses required to be paid under this Agreement and any other employment agreement or bonus plan of the Company) of not less than the following percentages of a targeted EBITDA (the "**budgeted EBITDA**"), as determined by the Board, Executive's Performance Bonus will be calculated as set forth below.

**EBITDA for the Year\***

**Performance Bonus as Percentage of Base Salary**

Less than 85% of budgeted EBITDA	0% of Base Salary
Between 85-100% of budgeted EBITDA	25-50% of Base Salary on a straight-line basis
Between 100% -110% budgeted EBITDA	50-75% of Base Salary on a straight-line basis
Above 110% of budgeted EBITDA	75% of Base Salary

\* The Board may adjust the budgeted EBITDA in respect of any year that the Company or its consolidated subsidiaries consummate any acquisition or disposition (excluding ordinary capital expenditures)



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- (e) All compensation payable to Executive by the Company shall be subject to customary withholding taxes and such other employment taxes as are required under Federal law or the law of any state or by any governmental body to be collected with respect to compensation paid to an employee.

6. Employee Benefits.

- (a) Healthcare. During the Term, Executive shall be entitled to participate in a comprehensive healthcare plan (that includes medical, prescription drug, dental and vision coverage) as is afforded generally to other executives of the Company in accordance with the terms of such plan and generally applicable Company or Affiliate policies, as the same may be in effect from time to time, and any other restrictions or limitations imposed by law. Premiums relating to the participation of Executive in such plan shall be paid for by the Company; provided, however, that in the event that the Company's payment of such premiums could subject the Company to any tax or penalty under the Patient Protection and Affordable Care Act (as amended from time to time, the "ACA") or Section 105(h) of the Internal Revenue Code of 1986, as amended ("Section 105(h)"), or applicable regulations or guidance issued under the ACA or Section 105(h), or any other law or regulation, the Company will only be required to pay such portion of the premiums that it may cover, as determined in the Company's discretion, without any risk of incurring any tax or penalty.
- (b) Other Benefit Programs. During the Term, Executive shall be entitled to participate in all other employee benefit (group insurance, hospitalization, and accident, disability, retirement and similar) plans or programs of the Company or its subsidiaries' on a basis at least as favorable as other senior-level executives, except to the extent such plans are duplicative of benefits otherwise provided to Executive under this Agreement (e.g., a severance pay plan). Executive's participation will be subject to the terms of the applicable plan documents and generally applicable Company or subsidiary policies, as the same may be in effect from time to time, and any other restrictions or limitations imposed by law.

7. Vacation, Holidays and Sick Leave. During the Term, Executive shall be entitled to six (6) weeks paid vacation each year, and shall be entitled to paid holidays and sick leave in accordance with the Company's standard policies for its senior executives, which policies shall provide Executive with benefits no less favorable than those provided to the other senior executives of the Company. Vacation may be taken at such times and intervals as Executive shall determine, subject to the business needs of the Company.

8. Business Expenses. The Company shall reimburse Executive for all reasonable business expenses incurred by him in connection with his employment, including, without limitation, expenses for travel and entertainment incurred in conducting or promoting business for the Company in accordance with the Company's normal expense reimbursement policies. The Company shall also reimburse Executive for his reasonable out of pocket costs and expenses of purchasing, subscribing for monthly services for, and paying for usage charges for mobile cell and PDA devices in accordance with the Company's normal expense reimbursement policies.

9. Termination of Agreement. Executive's employment may be terminated as set forth in this Section 9.

- (a) By Mutual Consent. The employment by the Company of Executive pursuant to this Agreement may be terminated at any time by the mutual written agreement of the Company and Executive.
- (b) Death. The employment by the Company of Executive pursuant to this Agreement shall be terminated upon the death of Executive.
- (c) Disability. The employment by the Company of Executive pursuant to this Agreement may be terminated by written notice to Executive at the option of the Company in the event that Executive is determined to have a Disability (as defined herein).
- (d) By the Company for Cause. The employment of Executive pursuant to this Agreement may be terminated by the Company by written notice to Executive ("Notice of Termination") for Cause (as defined herein).
- (e) By the Company Without Cause. The employment by the Company of Executive pursuant to this Agreement may be terminated by the Company without Cause, by delivery of a Notice of Termination to Executive.
- (f) By Executive for Good Reason. The employment by Executive pursuant to this Agreement may be terminated by Executive by written notice to the Company of his resignation ("Notice of Resignation") for Good Reason (as defined herein).
- (g) By Executive Without Good Reason. The employment of Executive by the Company pursuant to this Agreement may be terminated by Executive by delivery of a Notice of Resignation without Good Reason.
- (h) Date of Termination. Executive's date of termination ("Date of Termination") shall be: (i) if the parties hereto mutually agree to terminate this Agreement pursuant to Section 9(a) hereof, the date designated by the parties in such agreement; (ii) if Executive's employment is terminated pursuant to Section 9(b), the date of Executive's death; (iii) if Executive's employment is terminated pursuant to Section 9(c), the date the notice of termination is delivered pursuant to Section 9(c); (iv) if Executive's employment is terminated pursuant to Section 9(d), the date on which a Notice of Termination is given; (v) if Executive's employment is terminated pursuant to Section 9(e), the date on which a Notice of Termination is given; (vi) if Executive's employment is terminated pursuant to Section 9(f), the date on which a Notice of Resignation is given; and (vii) if Executive's employment is terminated pursuant to Section 9(g), the date that is sixty (60) days following the date the Notice of Resignation is given, provided that the Board may elect to waive such notice period or any portion thereof and pay Executive's Base Salary for the period so waived.

10. Compensation upon Termination; Conditions to Payment; Restrictive Covenants

- (a) In the event that Executive's employment is terminated pursuant to Sections 9(a), 9(b), 9(d) or 9(g), Executive (or Executive's estate in the event of Executive's Death pursuant to Section 9(b)) shall be entitled to receive the following:
- (i) Payment of any Base Salary earned but not yet paid;
  - (ii) Payment of any accrued unused vacation;
  - (iii) Any Performance Bonus to which Executive is entitled for a prior completed year pursuant to Section 5(b) but not yet paid (except in the case where Executive's employment is terminated pursuant to Section 9(d) or 9(g)), payable in accordance with the timing requirements set forth in Section 5(b);
  - (iv) Reimbursement in accordance with Section 8 of any business expense incurred by Executive but not yet paid to Executive as of the date his employment terminates, provided that Executive submits all expenses and supporting documentation required within sixty (60) days following the Date of Termination, and provided further that such expenses are reimbursable under Company policies then in effect; and
  - (v) Other benefits vested and accrued by Executive through the date of his termination in accordance with the applicable plans and programs of the Company.

Upon payment in full of the amounts set forth in subsections (i), (ii), (iii), (iv) and (v) above (collectively, the "Accrued Obligations"), the Company shall have no further obligations or liabilities to Executive pursuant to this Agreement. Except as otherwise provided in Section 10(a)(iii) and 10(a)(iv), Accrued Obligations will be paid to Executive within thirty (30) days following the date of termination or such shorter period required by law.

- (b) In the event that Executive's employment is terminated by the Company pursuant to Section 9(c), 9(e) or by Executive pursuant to Section 9(f), Executive shall be entitled to the Accrued Obligations set forth in Section 10(a) above and, conditional upon Executive's execution and non-revocation of the Release as set forth in Section 10(d) below, Executive shall additionally be entitled to receive the following severance (the "Severance Benefits"):
- (i) The continuation of Executive's annual Base Salary as then in effect, payable in substantially equal installments in accordance with the Company's normal payroll practices for two (2) years commencing on the first payroll date following the effective date of the Release (as defined herein); provided, that the first such payment shall consist of all amounts payable to Executive pursuant to this Section 10(b)(i) between the Date of Termination and the first payroll date following the effective date of the Release; provided further, however, that any amounts payable to Executive under this Section 10(b)(i) as a result of a termination due to Disability pursuant to Section 9(c), shall be reduced by the proceeds of any short and/or long-term disability payments under any Company plan to which Executive may be entitled during such two (2)-year period; and

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- (ii) A pro-rata portion of any Performance Bonus, if any, that Executive would have been entitled to receive pursuant to Section 5(b) hereof in respect of such year based upon the percentage of the calendar year that elapsed through Executive's Date of Termination, payable on the later of the first payroll date following the effective date of the Release and the time when such Performance Bonus would have otherwise been payable to Executive pursuant to Section 5(b) had Executive's employment not terminated; and
- (iii) The Company shall pay 100% of the premiums for Executive to continue his medical, prescription drug, dental and vision insurance coverage (for Executive and his covered family members) under COBRA (and any applicable state law providing for the continuation of such coverage) following the applicable Date of Termination, assuming that Executive timely elects and continues such coverage, until the earlier of (y) the date that is eighteen (18) months following the Date of Termination and (z) the date that Executive and Executive's covered family members cease to be eligible for such COBRA (and applicable state law continuation) coverage under applicable law or plan terms (the "Healthcare Continuation Benefits"). Any Health Continuation Benefits to which Executive is entitled will be payable in substantially equal installments in accordance with the Company's normal payroll practices, commencing on the first payroll date following the effective date of the Release, provided that the first such payment shall consist of all amounts payable pursuant to Section 10(b) between the Date of Termination and the first payroll date following the effective date of the Release. Notwithstanding the foregoing, in the event that the Company's payment of the Health Continuation Benefits could subject the Company to any tax or penalty under the ACA or Section 105(h), or applicable regulations or guidance issued under the ACA or Section 105(h), or any other law or regulation, Executive and the Company agree to work together in good faith, consistent with the requirements for compliance with or exemption from Section 409A of the Code as amended, including the regulations thereunder ("Section 409A"), to restructure such benefit.
- (c) In addition to the severance payable under Section 10(b) above, in the event that Executive's employment is terminated by the Company pursuant to Section 9(e), or by Executive pursuant to Section 9(f), following a Change of Control and within the calendar year in which the Change of Control occurred, Executive shall be entitled, subject to Section 10(d), to continue to be eligible to receive the full Performance Bonus, if any, that Executive would have been entitled to receive pursuant to Section 5(b) hereof for the calendar year in which the Date of Termination occurs had Executive's employment not been terminated, reduced by any amount received under 10(b)(ii) of this Agreement (the "Post-Separation Performance Bonus"). The resulting payments, if any, shall be paid as provided in Section 5(b).

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- (d) In exchange for Executive's access to Confidential Information and the compensation Executive will receive under this Agreement, including (A) receipt of the Severance Benefits under Section 10(b) and (B) receipt of the Post-Separation Performance Bonus under Section 10(c), Executive agrees to comply with the terms of the Restrictive Covenants defined below and also agrees to timely execute the General Release and Waiver of Claims, in substantially the form attached as Exhibit A hereto ("Release"). The Release must become effective, if at all, within sixty (60) days following the Date of Termination. Notwithstanding anything to the contrary contained in this agreement, if the time period to consider, revoke and return the Release crosses two of Executive's tax years, any portion of the Severance Benefits or Post-Separation Performance Bonus that constitutes deferred compensation subject to Section 409A will, in all events, be paid in the later tax year.
- (e) Except for any right Executive may have under COBRA or any other applicable state or local law to continue participation in the Company's group medical, prescription drug, dental and vision plans at his cost, Executive's participation in all employee benefit plans shall terminate in accordance with the terms of the applicable benefit plans based on the Date of Termination, without regard to any continuation of the base salary or other payment to Executive following termination of his employment, and Executive shall not be eligible to earn vacation or other paid time off following the termination of his employment.
- (f) Subject to the Permitted Conduct described below, Executive agrees to forever keep and maintain the confidentiality of all Confidential Information, and Executive shall not disclose or use any Confidential Information for any purpose except in the course of Executive's duties hereunder (the "Confidentiality Commitment").
- (g) For a period of two (2) years following the Date of Termination (the "Restricted Period"), Executive shall not, anywhere in the Restricted Territory, either directly or indirectly, engage or assist others to engage in, or own, manage, operate or control, or participate in the ownership, management, operation or control of, or become employed or engaged by any business or entity that carries on a Competitive Business (the "Non-Compete"). Notwithstanding the foregoing, nothing in this paragraph shall prevent Executive from owning, as a passive investor, up to five percent (5%) of the securities of any publicly traded entity.

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- (h) During the Restricted Period, Executive shall not (i) recruit or otherwise solicit or induce any customer of the Company Group who has been such at any time within the twelve (12)-month period immediately preceding the Date of Termination, to terminate its relationship with any member of the Company Group; or (ii) for purposes of providing products or services that are competitive with those provided by any member of the Company Group, directly or indirectly, contact, solicit, divert, induce, call on, take away, or do business with (or attempt to do any of the foregoing) any current or prospective (provided that there are demonstrable efforts or plans to establish such relationship) customer or client or vendor, supplier or other business partner of any member of the Company Group with whom Executive had contact within the twelve (12) months prior to the Date of Termination or with respect to whom Executive had access to Confidential Information that would assist in Executive's solicitation of such person (the "Business Non-Solicit").
- (i) During the Restricted Period, Executive shall not directly or indirectly, on Executive's own behalf or on behalf of any other Person, (i) recruit, offer employment, solicit for employment or engagement as a consultant or interfere with the employment or engagement of (or attempt to do any of the foregoing) any individual who is employed or engaged as an independent contractor by any member of the Company Group at any time within the twelve (12)-month period immediately preceding such solicitation, interference or attempt thereof, or (ii) employ or engage (or attempt to employ or engage) any individual who is employed by, or engaged as an independent contractor of, any member of the Company Group at any time within the twelve (12)-month period immediately preceding such employment, engagement or attempt thereof (the "Employee Non-Solicit", and together with the Confidentiality Commitment, Non-Compete, and the Employee Non-Solicit, the "Restrictive Covenants"). The provisions of this paragraph shall not apply to any employee (other than an employee who has worked in a management-level capacity or higher for the Company Group) who responds to a general posting of a job opening not specifically directed at employees or former employees of the Company Group.
- (j) Executive acknowledges and agrees that the Restrictive Covenants contained in the Agreement are necessary to protect the Confidential Information, trade secrets and other legitimate interests of the Company Group, and Executive agrees that Executive is receiving additional compensation and consideration under the Agreement in exchange for Executive's agreement to comply with the Restrictive Covenants. Executive acknowledges and agrees that the Company and its Affiliates will have no adequate remedy at law and would be irreparably harmed if Executive breaches or threatens to breach any of the Restrictive Covenants. Executives agrees that the Company and its Affiliates shall be entitled to equitable and/or injunctive relief from any court of competent jurisdiction to prevent any breach or threatened breach of any of the Restrictive Covenants, and to specific performance from any court of competent jurisdiction of each of the terms thereof, in each case, in addition to any other legal or equitable remedies that the Company and its Affiliates may have and without the necessity of posting bond, as well as the costs and reasonable attorneys' fees it/they incur in enforcing any of the Restrictive Covenants. Executive further agrees that (i) any breach or claimed breach of the provisions set forth in this Agreement by, or any other claim the Executive may have against the Company or any of its Affiliates will not be a defense to enforcement of any Restrictive Covenants and (ii) the circumstances of Executive's termination of employment or service with any member of the Company Group will have no

impact on Executive's obligations to comply with any Restrictive Covenant. The Restrictive Covenants are intended for the benefit of the Company and each of its Affiliates. Each Affiliate of the Company is an intended third party beneficiary of the Restrictive Covenants, and each Affiliate of the Company, as well as any successor or assign of the Company or such Affiliate, may enforce the Restrictive Covenants. Executive further agrees that the Restrictive Covenants are in addition to, and not in lieu of, any non-competition, non-solicitation, protection of confidential information or intellectual property, or other similar covenants in favor of the Company or any of its Affiliates by which Executive may be bound. Executive and the Company hereto agree and intend that the Restrictive Covenants (to the extent not perpetual) be tolled during any period that Executive is in breach of any such Restrictive Covenant, so that the Company and its Affiliates are provided with the full benefit of the restrictive periods set forth herein.

- (k) Subject to any applicable privileges of the Company, nothing in this Agreement shall prohibit or restrict Executive from lawfully (i) communicating or initiating communications directly with the Securities and Exchange Commission, the Equal Employment Opportunity Commission, Congress, the Department of Justice or any other governmental or regulatory body or official, or any self-regulatory organization (collectively, "Regulators") concerning a possible violation of law, rule or regulation. Furthermore, Executive will not be required to notify the Company or any of its affiliates of any such communication with a Regulator described in the immediately preceding sentence. Nothing contained in this Agreement, including the general release of claims referred to above and set forth in the Release, shall be construed to prohibit Executive from filing a charge with or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission a comparable state or local agency, provided, however, that Executive hereby waives Executive's right to recover monetary damages or other individual relief in any such charge, investigation or proceeding or any related complaint or lawsuit filed by Executive or anyone else on Executive's behalf; provided further, that Executive is not waiving any right to seek and receive a financial incentive award for any information Executive provides to a governmental agency or entity. Notwithstanding the foregoing permissions, Executive may be held liable if the Executive unlawfully accesses trade secrets by unauthorized means. Conduct specifically permitted by this clause (k) shall be "Permitted Conduct."

11. Section 409A. The intent of the parties is that payments and benefits under this Agreement be exempt from or comply with Section 409A to the extent subject thereto, and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered to be in compliance therewith. Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, Executive shall not be considered to have terminated employment with the Company for purposes of this Agreement and no payments shall be due to Executive under this Agreement until Executive would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A. For purposes of this Agreement, each amount to be paid or benefit to be provided shall be construed as a separate identified payment for purposes

of Section 409A, and any payments described in this Agreement that are due within the “short term deferral period,” as defined in Section 409A, shall not be treated as deferred compensation unless applicable law requires otherwise. To the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A as a result of Executive being a “specified employee,” as defined below, amounts constituting “nonqualified deferred compensation,” as defined under Section 409A, that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement during the six-month period immediately following Executive’s termination of employment shall instead be paid on the first business day after the date that is six months following Executive’s termination of employment (or death, if earlier). To the extent required to avoid an accelerated or additional tax under Section 409A, amounts reimbursable to Executive under this Agreement shall be paid to Executive on or before the last day of the year following the year in which the expense was incurred, the amount of expenses eligible for reimbursement (and in-kind benefits provided to Executive) during any one year may not affect amounts reimbursable or provided in any subsequent year and the right to payment or reimbursement shall not be subject to liquidation or exchange for any other benefit. For purposes of this Agreement, the term “specified employee” means an individual determined by the Company to be a specified employee under Treasury regulation Section 1.409A-1(i).

12. Representations.

- (a) The Company represents and warrants that this Agreement has been authorized by all necessary corporate action of the Company and is a valid and binding agreement of the Company enforceable against the Company in accordance with its terms.
- (b) Executive represents that he is under no employment contract, non-competition or other covenants or restrictions that could limit his ability to work on the Effective Date or otherwise limit his ability to perform all responsibilities of the position of CFO and Treasurer.

13. Successors and Assigns. This Agreement shall inure to the benefit of and be enforceable by Executive and the Company and their personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees and permitted assigns; provided, however, the Company may assign its rights and obligations under this Agreement without Executive’s consent to one of its Affiliates or to any person with whom the Company shall hereafter effect a reorganization, consolidate or merge, or to whom the Company shall hereafter transfer all or substantially all of its properties or assets. Notwithstanding the foregoing, this Agreement is a personal contract and the rights and interests of either party hereunder may not be sold, transferred, assigned, pledged, encumbered, or hypothecated, except as otherwise expressly permitted by the provisions of this Agreement or by written agreement of the parties.

14. Indemnification. To the fullest extent permitted by law, the Company shall indemnify and hold harmless Executive from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (“Claims”), in which Executive may be involved, or threatened to be involved, as a party or otherwise, by reason of his service as an officer of the Company or any of its controlled Affiliates. Executive shall not be entitled to indemnification under this Section 14 with respect to (i)



Executive's fraud, willful breach of applicable law, willful misconduct, bad faith, gross negligence or breach of this Agreement or conduct for which the limitation or elimination of liability is prohibited by Delaware law or (ii) any Claim initiated by Executive unless such Claim (or part thereof) (A) was brought to enforce Executive's rights to indemnification hereunder, or (B) was authorized or consented to by a majority of the members of the Board other than Executive. Expenses reasonably incurred by Executive in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of Executive to repay such amount if it shall be ultimately determined that Executive is not entitled to be indemnified by the Company as authorized by this Section 14. If the Company indemnifies Executive pursuant to this Section 14, it shall be subrogated to the rights of Executive against, and shall be entitled to seek contribution from, any third party, including any insurance company, to recover the amount of such indemnification (or such portion thereof as to which the Company shall be entitled to contribution) after Executive shall have been fully and completely indemnified (whether pursuant to this Agreement or otherwise) in respect of the Claim which gave rise to such indemnification. Executive shall fully cooperate with the Company at the Company's expense in its efforts to enforce against any such third party the rights to which it is so subrogated. The provisions contained in this Section 14 shall be in addition to any indemnification obligations which the Company may otherwise have to Executive.

15. Entire Agreement. This Agreement contains all the understandings between the parties hereto pertaining to the matters referred to herein, and supersedes any other undertakings and agreements, whether oral or in writing, including any non-competition, non-solicitation, protection of confidential information or intellectual property, or other similar covenants in favor of the Company or any of its Affiliates by which Executive may be bound, previously entered into by them with respect thereto. Executive represents that, in executing this Agreement, he does not rely and has not relied upon any representation or statement made by the Company not set forth herein with regard to the subject matter or effect of this Agreement or otherwise. Executive and the Company have entered into, or may enter into, separate agreements, the effectiveness of which are not affected by this Agreement, including incentive award agreements and non-competition and similar agreements. These separate agreements govern other aspects of the relationship between Executive and the Company, have or may have provisions that survive termination of Executive's employment under this Agreement, may be amended or superseded by Executive and the Company without regard to this agreement and are enforceable according to their terms without regard to the enforcement provisions of this Agreement.

16. Amendment or Modification; Waiver. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing, signed by Executive and by a duly authorized officer of the Company other than Executive. No waiver by either Party of any breach by the other Party of any condition or provision of this Agreement to be performed by such other Party shall be deemed a waiver of a similar or dissimilar condition or provision at the same time, any prior time or any subsequent time. In the event a court of competent jurisdiction determines that any covenant contained herein is overbroad, unreasonable, or unenforceable, the court may modify, reform or blue pencil the covenant so that the covenant is enforceable to the maximum extent of the law and the remainder of this Agreement, and all other covenants contained in this Agreement, will remain enforceable and valid.

17. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand or electronic mail, (ii) delivered by a nationally recognized commercial overnight delivery service, or (iii) mailed postage prepaid by certified mail to the party concerned at the address set forth below:

To Executive at the address specified on Executive's signature page hereto.

To the Company at:

Loar Holdings Inc.  
20 New King Street  
White Plains, New York 10604  
Attention: Dirkson Charles  
Email: [\*]

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

Benesch, Friedlander, Coplan & Aronoff LLP  
127 Public Square, Suite 4900  
Cleveland, OH 44114  
Attention: Sean T. Peppard  
Email: speppard@beneschlaw.com

Such notices shall be effective: (i) in the case of hand deliveries and electronic mail, when received; (ii) in the case of an overnight delivery service, on the next Business Day after being placed in the possession of such delivery service, with delivery charges prepaid; and (iii) in the case of mail, five (5) Business Days after deposit in the postal system, first class mail, postage prepaid. Any party may change its address and email by written notice to the other given in accordance with this Section 17; provided, however, that such change shall be effective when received.

18. Severability. If any provision or clause of this Agreement, or the application of any such provision or clause to any party or circumstances, shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision or clause to such person or circumstances other than those to which it is so determined to be invalid and unenforceable, shall not be affected thereby, and each provision or clause hereof shall be validated and shall be enforced to the fullest extent permitted by law. Moreover, if any one or more provisions contained in this Agreement shall be excessively broad as to duration, activity or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.

19. Survivorship. The respective rights and obligations of the parties hereunder shall survive any termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

20. Governing Law.

- (a) This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles.
- (b) In the event a dispute arises out of or pertains to this Agreement, the parties agree to use their reasonable efforts to resolve such dispute through negotiation. In the event such dispute cannot be settled through negotiation, the parties agree that any action or proceeding instituted with respect thereto shall be commenced and maintained exclusively in the state or federal courts of general jurisdiction in New York, New York. To the maximum extent permitted by law, the parties waive any right to a trial by jury.

21. Headings. All descriptive headings of sections and paragraphs in this Agreement are intended solely for convenience, and no provision of this Agreement is to be construed by reference to the heading of any section or paragraph.

22. Specific Performance. Each party hereto acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by such party and that any such breach would cause the other party irreparable harm. Accordingly, each party hereto also agrees that, in the event of any breach or threatened breach of the provisions of this Agreement by such party, the other party shall be entitled to equitable relief without the requirement of posting a bond or other security, including in the form of injunctions and orders for specific performance, in addition to all other remedies available to such other party at law or in equity.

23. Prior Agreement. Reference is hereby made to that certain Employment Agreement, dated October 2, 2017, by and between Loar Group Inc., a wholly owned subsidiary of the Company, and Executive (the "Prior Agreement"). The Company and Executive hereby agree that, effective upon the full execution of this Agreement, the Prior Agreement shall terminate and be of no further force and effect.

24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. Definitions.

- (a) "Affiliate" shall have the meaning set forth in Rule 405 promulgated under the Securities Act.
- (b) "Business Day" means any day that banks are opened for business in the State of New York, other than a Saturday or Sunday.
- (c) "Cause" means Executive's (i) conviction of, or entering of a plea of guilty or nolo contendere (or its equivalent under any applicable legal system) with respect to (A) a felony or (B) any crime involving moral turpitude; (ii) commission of fraud, misrepresentation, embezzlement or theft against any Person; (iii) engaging in any activity that is intended to injure or would reasonably be expected to injure

(monetarily or otherwise), in any material respect, the reputation, the business or a business relationship of the Company or any of its direct or indirect owners or any of their respective Affiliates; (iv) gross negligence or willful misconduct in the performance of the Executive's duties to the Company or any of its Affiliates, or willful refusal or material failure to carry out any reasonable, lawful and authorized instructions of the Board; (v) material violation of a fiduciary duty owed to the Company or any of its Affiliates; or (vi) material breach of any non-competition, non-solicitation, confidentiality or other restrictive covenant, or a material violation of any provision of this Agreement, a written policy or code of conduct of the Company or any of its Affiliates. Except for such acts constituting Cause which, by their nature, cannot reasonably be expected to be cured, the Executive shall have ten (10) days following the delivery of written notice by the Company of its intention to terminate the Executive's employment for Cause within which to cure any acts constituting Cause.

- (d) "Change of Control" means an event or occurrence set forth in any one or more of subsections (i) through (iv) below (including an event or occurrence that constitutes a Change of Control under one of such subsections but is specifically exempted from another such subsection) that is (A) a change in the ownership of the Company (as defined in Treasury Regulation Section 1.409A-3(i)(5)(v)), (B) a change in effective control of the Company (as defined in Treasury Regulation Section 1.409A-3(i)(5)(vi)), or (C) a change in the ownership of a substantial portion of the assets of the Company (as defined in Treasury Regulation Section 1.409A-3(i)(5)(vii)):
- (i) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Change of Control Person") of beneficial ownership of any capital stock of the Company if, after such acquisition, such Change of Control Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 50% or more of either (x) the then outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (y) the combined voting power of the then outstanding securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that for purposes of this subsection (i), the following acquisitions shall not constitute a Change in Control: (A) any acquisition directly from the Company (excluding an acquisition pursuant to the exercise, conversion or exchange of any security exercisable for, convertible into or exchangeable for common stock or voting securities of the Company, unless the Change of Control Person exercising, converting or exchanging such security acquired such security directly from the Company or an underwriter or agent of the Company), (B) any acquisition by any corporation pursuant to a transaction which complies with clauses (A) and (B) of subsection (iii) of this definition or (C) any acquisition by any individual, entity or group that holds securities of the Company or one of its Affiliates prior to the initial public offering of the Company's common stock; or

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- (ii) such time as the Continuing Directors (as defined below) do not constitute a majority of the Board (or, if applicable, the Board of Directors of a successor corporation to the Company), where the term “Continuing Director” means at any date a member of the Board (A) who was a member of the Board on the date of the execution of this Agreement or (B) who was nominated or elected subsequent to such date by at least a majority of the directors who were Continuing Directors at the time of such nomination or election or whose election to the Board was recommended or endorsed by at least a majority of the directors who were Continuing Directors at the time of such nomination or election; or
  - (iii) the consummation of a merger, consolidation, organization, recapitalization or statutory share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company in one or a series of transactions (a “Business Combination”), unless, immediately following such Business Combination, each of the following two conditions is satisfied: (A) all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then outstanding shares of common stock and the combined voting power of the then outstanding securities entitled to vote generally in the election of directors, respectively, of the resulting or acquiring corporation in such Business Combination (which shall include, without limitation, a corporation which as a result of such transaction owns the Company or substantially all of the Company’s assets either directly or through one or more subsidiaries) (such resulting or acquiring corporation is referred to herein as the “Acquiring Corporation”) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, respectively; and (B) no Change of Control Person (excluding any employee benefit plan (or related trust) maintained or sponsored by the Company or by the Acquiring Corporation) beneficially owns, directly or indirectly, 50% or more of the then outstanding shares of common stock of the Acquiring Corporation, or of the combined voting power of the then outstanding securities of such corporation entitled to vote generally in the election of directors (except to the extent that such ownership existed prior to the Business Combination); or
  - (iv) the liquidation or dissolution of the Company.
- (e) “Code” means the Internal Revenue Code of 1986, as amended.

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- (f) “Company Group” means Loar Holdings Inc., and its direct and indirect subsidiaries.
- (g) “Competitive Business” means any business or entity that is engaged in the business of designing, manufacturing and selling aircraft components or any other business which any member of the Company Group is then engaged or has or is actively considering (i) during the period commencing on the Effective Date and ending on the date of termination of this Agreement (the “Termination Date”) or (ii) with respect to the portion of the Restricted Period that follows the Termination Date, on the Termination Date.
- (h) “Confidential Information” means any trade secret, customer list, supplier list, financial data, pricing or marketing policy or plan, ideas, inventions, production methods and techniques, know-how, designs, unpublished data, information concerning personnel, staffing, costs and profits, marketing data, customer and supplier data, or any other information relating to any member of the Company Group or any of their respective investors, products, services, customers or suppliers; provided that “Confidential Information” does not include information which (i) is or becomes available to the public through no breach hereof by the receiving member or its representatives or a third party who, to the receiving member’s knowledge, is under no obligation to any member of the Company Group to maintain the confidentiality of such information, or (ii) has come into the possession of the receiving member (other than in such member’s capacity as an employee or service provider) from a third party who, to such member’s knowledge, is under no obligation to any member of the Company Group to maintain the confidentiality of such information.
- (i) “Disability” means that the Executive has been unable, as determined by the Board in good faith, to perform the Executive’s duties to the Company and its Subsidiaries as a result of physical or mental impairment of the Executive, or illness or injury to the Executive, for a period of ninety (90) consecutive days or for periods aggregating one hundred and fifty (150) days during any period of twelve (12) consecutive months.
- (j) “Good Reason” means, without the prior express written consent of the Executive, (i) a reduction of Executive’s Base Salary, Target Bonus and/or Potential Bonus; provided, however, that the Executive acknowledges and agrees that nothing in this clause (i) is intended to or shall be deemed to limit the Board’s authority to set the performance metrics with respect to any annual bonus, and in no event shall the exercise of such authority constitute or give rise to “Good Reason”, (ii) a requirement that Executive relocate his primary office to a location that is more than fifty (50) miles from his primary office as of immediately prior to such relocation (provided that such relocation materially increases Executive’s daily commute), but excluding required business travel; or (iii) a material diminution in the overall responsibilities, authority or duties of such Executive with respect to the Company and its Subsidiaries taken as a whole. Notwithstanding the foregoing, Good Reason shall not be deemed to exist unless (x) the Executive gives the

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Company written notice within sixty (60) days after the first occurrence of the event which the Executive believes constitutes the basis for Good Reason, specifying the particular act or failure to act which the Executive believes constitutes the basis for Good Reason, (y) the Company fails to cure such act or failure to act within thirty (30) days after receipt of such notice and (z) the Executive terminates his or her employment within thirty (30) days after the end of the period specified in clause (y).

- (k) “Person” means a natural person, corporation, partnership, association, limited liability company, joint venture, trust, estate or other entity or organization.
- (l) “Restricted Territory” means (i) prior to the Termination Date, any geographic area in which any member of the Company Group engages in the Competitive Business and (ii) with respect to the portion of the Restricted Period commencing on the Termination Date, any geographic area in which any member of the Company Group engages in the Competitive Business as of the Termination Date, or had previously taken steps to engage in the Competitive Business (which efforts have not been abandoned as of the Termination Date).
- (m) “Securities Act” shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Employment Agreement as of the date first above written.

LOAR HOLDINGS INC.

By: /s/ Dirkson Charles

Name: Dirkson Charles

Title: President, Chief Executive Officer and  
Executive Co-Chairman

EXECUTIVE

/s/ Glenn D'Alessandro

Glenn D'Alessandro



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EXHIBIT A

GENERAL RELEASE AND WAIVER OF CLAIMS

The undersigned, Glenn D' Alessandro (the "Executive"), in consideration of and as a precondition to receiving the severance payments and benefits set forth in Section 10 of that certain Employment Agreement between Loar Holdings Inc., a Delaware corporation (the "Company"), and Executive, made as of [\*] [\*], 2024, as subject to amendment from time to time (the "Employment Agreement"), a copy of which Employment Agreement (including any amendments) is attached to this Release Agreement (this "Release"), and such other benefits as may be provided to Executive in connection with the termination of his employment, for and on behalf of Executive, his agents, heirs, executors, administrators, and assigns, does hereby knowingly and voluntarily release and forever discharge the Company and its Affiliates and each of their successors and assigns, and all of their respective past and present agents, directors, officers, partners, shareholders, equityholders, employees, employee benefit plans, representatives, insurers, attorneys, parent companies, subsidiaries, affiliates, and joint venturers, and each of them (the "Released Parties"), from any and all claims, causes of action, agreements, promises, obligations, damages, demands or liabilities of every kind whatsoever, in law or in equity, whether known or unknown, suspected or unsuspected (collectively, "Claims") by reason of any matter, cause or thing whatsoever: (i) arising from the beginning of time up to the date of this Release including, but not limited to, (1) any such Claim relating in any way to Executive's employment relationship with the Company or any other Released Party, and (2) any such Claim arising under any local, state or federal statute, regulation or common law, including without limitation all Claims under, among other things, Title VII of the Civil Rights Act of 1964 (42 U.S.C. sections 2000e, et seq.), Section 1981 of the Civil Rights Act of 1866, the Employment Retirement Income Security Act of 1974 (29 U.S.C. sections 100, et seq.), the Family and Medical Leave Act (29 U.S.C. sections 2601, et seq. and 29 C.F.R. Part 825), the Americans with Disabilities Act (42 U.S.C. sections 12101, et seq.), the Age Discrimination in Employment Act ("ADEA"), including the Older Worker Benefits Protection Act (29 U.S.C. sections 623, et seq.), the Worker Adjustment and Retraining Notification Act (29 U.S.C. sections 2101, et seq.), the Occupational Safety and Health Act of 1970, the New York State and City Human Rights Laws and the New York State Labor Law, each as amended, and/or any other applicable law; (ii) relating to the termination of Executive's employment or other relationship with the Company or other Released Party; or (iii) arising under or relating to any agreement, understanding or promise, written or oral, formal or informal, between the Company and any other Released Party and Executive including, but not limited to, the Employment Agreement; provided, however, that the Claims released hereunder shall not include (A) any Claims for indemnification under Section 14 of the Employment Agreement as well as under the certificate of incorporation and bylaws of the Company for actions taken prior to the date of this Release, (B) Executive's rights under or pursuant to any incentive or similar agreement to vested equity interests, (C) any Claims for the receipt of payments and benefits due to Executive as set forth in Section 10 of the Employment Agreement, or (D) any Claims that may not be lawfully released in this Release, such as workers' compensation and disability benefits (the "Excluded Claims"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Employment Agreement.

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Executive represents that he does not have any complaints or lawsuits pending against the Company or any other Released Party. Executive further understands and agrees that, except for the Excluded Claims and as otherwise provided in the paragraph below, he knowingly relinquishes, waives and forever releases any and all rights to any personal recovery in any action or proceeding that may be commenced on his behalf arising out of the aforesaid employment relationship or the termination thereof, including, without limitation, claims for backpay, front pay, liquidated damages, compensatory damages, general damages, special damages, punitive damages, exemplary damages, costs, expenses and attorneys' fees.

Subject to any applicable privileges of the Company, nothing in this Release, including the Confidentiality Commitment below, shall preclude Executive from filing or prosecuting a charge or complaint, participating in an investigation or proceeding, or lawfully initiating communications concerning a possible violation of law with any federal, state or local government agency, including, without limitation, the Securities and Exchange Commission ("SEC"), the Equal Employment Opportunity Commission, or any other government agency relating to Executive's employment with the Company; provided, however, that Executive hereby agrees to waive his right to recover monetary damages or other individual relief in any such charge, complaint, investigation or proceeding, or any related complaint filed by Executive or on behalf of Executive by or before the Equal Employment Opportunity Commission or any state or local fair employment practices agency, or any related complaint or lawsuit, filed by Executive or by anyone else on Executive's behalf; provided, further, however, that Executive is not waiving any right to seek and receive a financial incentive award for any information Executive provides to a governmental agency or entity.

Executive acknowledges and agrees that this Release constitutes a voluntary waiver of any and all rights and claims Executive may have as of this date, including rights or claims arising under the ADEA. Executive further acknowledges and agrees that he has waived rights or claims pursuant to this Release in exchange for consideration, the value of which exceeds payment or remuneration to which Executive was or would otherwise be entitled. This Release creates legally binding obligations. Executive is hereby advised to consult with the attorney of his choosing concerning this Release prior to executing it. Executive also acknowledges that he has been allowed a period of at least [twenty one (21)]/[forty five (45)]<sup>1</sup> days to consider the terms of this Release, and in the event Executive decides to execute this Release in fewer than [twenty one (21)]/[forty five (45)] days, Executive hereby acknowledges and agrees that he has done so with the express understanding that he has been given and declined the opportunity to consider this Release for a full [twenty one (21)]/[forty five (45)] days. Executive further understands that he may revoke his consent to this Release at any time during the seven (7) days following the date of Executive's execution of this Release by delivering written notice of revocation to the Company's President and Secretary, and the Release shall not become effective or enforceable until such revocation period has expired. In the event Executive does not revoke his consent, this Release shall become effective on the eighth (8th) day after the date Executive has signed this Release (the "Effective Date"). In the event that Executive revokes his consent, this Release shall become null and void and shall not become effective, and Executive shall not be entitled to the payments and benefits set forth in Section 10 of the Employment Agreement.

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<sup>1</sup> NTD – To be determined by the Company at the time of separation based on OWBPA requirements.

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While employed by the Company, Executive acknowledges that he has received certain property belonging to the Company or its Affiliates including, but not limited to, computer data, keys, smartphones, cellular phones, blackberries, computer hardware and software, disks, CDs, DVDs, SD cards or other memory cards, memory sticks, flash cards, flash drives, hard drives, files, electronic or paper documents, customer lists and information, vendor and supplier lists and information, mailing lists, reports, presentations, memoranda, notes, records, financial information, business plans, strategic plans, marketing plans and materials, photographs, drawings, charts, credit cards, cardkey passes, computer access codes, books, instructional manuals and other physical or personal property which Executive received or prepared or helped to prepare in connection with his relationship with the Company. As a further condition to the payments and benefits set forth in Section 10 of the Employment Agreement, Executive (i) represents and agrees that he has returned in good condition any and all such Company property in his possession or control, and that he has not wiped, deleted, or destroyed the contents of any such Company property (other than any copies thereof), (ii) represents that he has returned the Company property with prior stored data and information intact, and (iii) represents and agrees that he shall not have not retained any copies, duplicates, reproductions or excerpts thereof.

As a further condition to the payments and benefits set forth in Section 10 of the Employment Agreement, Executive covenants to comply with the terms and conditions of any non-competition or other similar agreement between the Executive and the Company (or any of its Affiliates).

Executive agrees to forever keep and maintain the confidentiality of all Confidential Information, and Executive shall not disclose or use any Confidential Information for any purpose except as expressly permitted above (the "Confidentiality Commitment").

For a period of two (2) years following the Date of Termination (the "Restricted Period"), Executive shall not, anywhere in the Restricted Territory, either directly or indirectly, engage or assist others to engage in, or own, manage, operate or control, or participate in the ownership, management, operation or control of, or become employed or engaged by any business or entity that carries on a Competitive Business (the "Non-Compete"). Notwithstanding the foregoing, nothing in this paragraph shall prevent Executive from owning, as a passive investor, up to five percent (5%) of the securities of any publicly traded entity.

During the Restricted Period, Executive shall not (i) recruit or otherwise solicit or induce any customer of the Company Group who has been such at any time within the twelve (12)-month period immediately preceding the Date of Termination, to terminate its relationship with any member of the Company Group; or (ii) for purposes of providing products or services that are competitive with those provided by any member of the Company Group, directly or indirectly, contact, solicit, divert, induce, call on, take away, or do business with (or attempt to do any of the foregoing) any current or prospective (provided that there are demonstrable efforts or plans to establish such relationship) customer or client or vendor, supplier or other business partner of any member of the Company Group with whom Executive had contact within the twelve (12) months prior to the Date of Termination or with respect to whom Executive had access to Confidential Information that would assist in Executive's solicitation of such person (the "Business Non-Solicit").

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During the Restricted Period, Executive shall not directly or indirectly, on Executive's own behalf or on behalf of any other Person, (i) recruit, offer employment, solicit for employment or engagement as a consultant or interfere with the employment or engagement of (or attempt to do any of the foregoing) any individual who is employed or engaged as an independent contractor by any member of the Company Group at any time within the twelve (12)-month period immediately preceding such solicitation, interference or attempt thereof, or (ii) employ or engage (or attempt to employ or engage) any individual who is employed by, or engaged as an independent contractor of, any member of the Company Group at any time within the twelve (12)-month period immediately preceding such employment, engagement or attempt thereof (the "Employee Non-Solicit", and together with the Confidentiality Commitment, the Non-Compete, and the Employee Non-Solicit, the "Restrictive Covenants"). The provisions of this paragraph shall not apply to any employee (other than an employee who has worked in a management-level capacity or higher for the Company Group) who responds to a general posting of a job opening not specifically directed at employees or former employees of the Company Group.

Executive acknowledges and agrees that the Restrictive Covenants contained in this Release are necessary to protect the Confidential Information, trade secrets and other legitimate interests of the Company Group, and Executive agrees that Executive is receiving additional compensation and consideration under this Release in exchange for Executive's agreement to comply with the Restrictive Covenants. Executive acknowledges and agrees that the Company and its Affiliates will have no adequate remedy at law and would be irreparably harmed if Executive breaches or threatens to breach any of the Restrictive Covenants. Executive agrees that the Company and its Affiliates shall be entitled to equitable and/or injunctive relief from any court of competent jurisdiction to prevent any breach or threatened breach of any of the Restrictive Covenants, and to specific performance from any court of competent jurisdiction of each of the terms thereof, in each case, in addition to any other legal or equitable remedies that the Company and its Affiliates may have and without the necessity of posting bond, as well as the costs and reasonable attorneys' fees it/they incur in enforcing any of the Restrictive Covenants. Executive further agrees that (i) any breach or claimed breach of the provisions set forth in this Agreement by, or any other claim the Executive may have against the Company or any of its Affiliates will not be a defense to enforcement of any Restrictive Covenants and (ii) the circumstances of Executive's termination of employment or service with any member of the Company Group will have no impact on Executive's obligations to comply with any Restrictive Covenant. The Restrictive Covenants are intended for the benefit of the Company and each of its Affiliates. Each Affiliate of the Company is an intended third party beneficiary of the Restrictive Covenants, and each Affiliate of the Company, as well as any successor or assign of the Company or such Affiliate, may enforce the Restrictive Covenants. Executive further agrees that the Restrictive Covenants are in addition to, and not in lieu of, any non-competition, non-solicitation, protection of confidential information or intellectual property, or other similar covenants in favor of the Company or any of its Affiliates by which Executive may be bound. Executive and the Company hereto agree and intend that the Restrictive Covenants (to the extent not perpetual) be tolled during any period that Executive is in breach of any such Restrictive Covenant, so that the Company and its Affiliates are provided with the full benefit of the restrictive periods set forth herein.

Executive acknowledges that he has read this Release and understands all of its terms. He further acknowledges that he has had the opportunity to consult with the counsel of his choice.

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Executive executes this Release voluntarily and with full knowledge of its significance, and he understands that this Release will be governed by New York law.

Signed at \_\_\_\_\_, New York, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Glenn D'Alessandro

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of April 29, 2024, by and between Loar Holdings Inc., a Delaware corporation (the "Company"), and Michael Manella, an individual resident of the State of Ohio ("Executive").

RECITALS

WHEREAS, the Board of Directors of the Company (the "Board") has determined that appropriate steps should be taken to reinforce and encourage the continued employment and dedication of the Company's key personnel.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Company and Executive (individually, a "Party" and together, the "Parties") agree as follows:

1. Employment. The Company hereby agrees to continue to employ Executive and Executive hereby accepts such continued employment with the Company, upon the terms and subject to the conditions set forth herein.
2. Term. The term of Executive's employment with the Company pursuant to this Agreement (as the same may be extended, the "Term") shall commence on the date hereof (the "Effective Date") and will continue until such employment is terminated in accordance with Section 9 and subject to the terms of this Agreement.
3. Position. During the Term, Executive shall serve as the Vice President, Secretary and General Counsel of the Company, reporting to the Chief Executive Officer of the Company, and will perform such duties and will have all responsibilities and authority as are customarily attendant to the position of Vice President, Secretary and General Counsel, and such other duties, responsibilities and authority as the Board shall reasonably determine from time to time, provided that all such assigned duties will be generally consistent with Executive's position of Vice President, Secretary and General Counsel. In addition, Executive may be asked from time to time to serve as a director or officer of one or more of the Company's Affiliates, without further compensation.
4. Duties. During the Term, Executive shall devote his full time and attention during normal business hours to the business and affairs of the Company, except during vacations, holidays and sick and/or disability leave. Executive agrees that, while employed by the Company, he will comply with all Company policies, practices and procedures and all codes of ethics or business conduct applicable to his position, as in effect from time to time. Notwithstanding the foregoing and subject to the Restrictive Covenants set forth in Section 10 below, nothing contained herein shall be construed to prohibit or restrict Executive from serving in various capacities in community, civic, religious or charitable organizations or trade associations or leagues, or serving on boards of directors or trustees for other organizations; provided that such service or activity does not materially interfere with the performance by Executive of his duties hereunder, pose a conflict of interest or violate any provision of any non-competition or other similar agreement between the Executive and the Company (or any of its Affiliates).

5. Salary and Bonus.

- (a) During the Term, the Company shall pay to Executive a base salary at the rate of \$403,200 per year (the "Base Salary"). The Base Salary shall be payable to Executive in substantially equal installments in accordance with the Company's normal payroll practices. The Board will review the Base Salary annually, and may, in its reasonable discretion, adjust the Base Salary upward but not downward.
- (b) In addition to the Base Salary, during the Term, for each fiscal year completed during Executive's employment under this Agreement, Executive will be eligible to earn an annual bonus as part of the Company's annual executive compensation plan. Executive's target bonus will be 50% of Base Salary ("Target Bonus") with an opportunity to earn up to 75% of Base Salary (the "Potential Bonus"). The actual amount of any such bonus earned shall be based on the achievement of performance goals established by the Board (any such bonus that is so earned, the "Performance Bonus"). In order to receive any Performance Bonus hereunder, except as provided in Sections 10(a), 10(b) and 10(c), Executive must remain employed by the Company through the date that the Performance Bonus is paid.
- (c) Any Performance Bonus shall be paid not later than March 1<sup>st</sup> following the year to which it relates.
- (d) For the fiscal year of 2024, in the event that the Company and its consolidated subsidiaries achieve consolidated EBITDA (i.e. earnings before interest, taxes, depreciation and amortization and, for the avoidance of doubt, calculated net of all compensation or bonuses required to be paid under this Agreement and any other employment agreement or bonus plan of the Company) of not less than the following percentages of a targeted EBITDA (the "budgeted EBITDA"), as determined by the Board, Executive's Performance Bonus will be calculated as set forth below.

EBITDA for the Year\*

Performance Bonus as Percentage of Base Salary

Less than 85% of budgeted EBITDA	0% of Base Salary
Between 85-100% of budgeted EBITDA	25-50% of Base Salary on a straight-line basis
Between 100% -110% budgeted EBITDA	50-75% of Base Salary on a straight-line basis
Above 110% of budgeted EBITDA	75% of Base Salary

\* The Board may adjust the budgeted EBITDA in respect of any year that the Company or its consolidated subsidiaries consummate any acquisition or disposition (excluding ordinary capital expenditures)

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- (e) All compensation payable to Executive by the Company shall be subject to customary withholding taxes and such other employment taxes as are required under Federal law or the law of any state or by any governmental body to be collected with respect to compensation paid to an employee.

6. Employee Benefits.

- (a) Healthcare. During the Term, Executive shall be entitled to participate in a comprehensive healthcare plan (that includes medical, prescription drug, dental and vision coverage) as is afforded generally to other executives of the Company in accordance with the terms of such plan and generally applicable Company or Affiliate policies, as the same may be in effect from time to time, and any other restrictions or limitations imposed by law. Premiums relating to the participation of Executive in such plan shall be paid for by the Company; provided, however, that in the event that the Company's payment of such premiums could subject the Company to any tax or penalty under the Patient Protection and Affordable Care Act (as amended from time to time, the "ACA") or Section 105(h) of the Internal Revenue Code of 1986, as amended ("Section 105(h)"), or applicable regulations or guidance issued under the ACA or Section 105(h), or any other law or regulation, the Company will only be required to pay such portion of the premiums that it may cover, as determined in the Company's discretion, without any risk of incurring any tax or penalty.
- (b) Other Benefit Programs. During the Term, Executive shall be entitled to participate in all other employee benefit (group insurance, hospitalization, and accident, disability, retirement and similar) plans or programs of the Company or its subsidiaries' on a basis at least as favorable as other senior-level executives, except to the extent such plans are duplicative of benefits otherwise provided to Executive under this Agreement (e.g., a severance pay plan). Executive's participation will be subject to the terms of the applicable plan documents and generally applicable Company or subsidiary policies, as the same may be in effect from time to time, and any other restrictions or limitations imposed by law.

7. Vacation, Holidays and Sick Leave. During the Term, Executive shall be entitled to six (6) weeks paid vacation each year, and shall be entitled to paid holidays and sick leave in accordance with the Company's standard policies for its senior executives, which policies shall provide Executive with benefits no less favorable than those provided to the other senior executives of the Company. Vacation may be taken at such times and intervals as Executive shall determine, subject to the business needs of the Company.

8. Business Expenses. The Company shall reimburse Executive for all reasonable business expenses incurred by him in connection with his employment, including, without limitation, expenses for travel and entertainment incurred in conducting or promoting business for the Company in accordance with the Company's normal expense reimbursement policies. The Company shall also reimburse Executive for his reasonable out of pocket costs and expenses of purchasing, subscribing for monthly services for, and paying for usage charges for mobile cell and PDA devices in accordance with the Company's normal expense reimbursement policies.



9. Termination of Agreement. Executive's employment may be terminated as set forth in this Section 9.

- (a) By Mutual Consent. The employment by the Company of Executive pursuant to this Agreement may be terminated at any time by the mutual written agreement of the Company and Executive.
- (b) Death. The employment by the Company of Executive pursuant to this Agreement shall be terminated upon the death of Executive.
- (c) Disability. The employment by the Company of Executive pursuant to this Agreement may be terminated by written notice to Executive at the option of the Company in the event that Executive is determined to have a Disability (as defined herein).
- (d) By the Company for Cause. The employment of Executive pursuant to this Agreement may be terminated by the Company by written notice to Executive ("Notice of Termination") for Cause (as defined herein).
- (e) By the Company Without Cause. The employment by the Company of Executive pursuant to this Agreement may be terminated by the Company without Cause, by delivery of a Notice of Termination to Executive.
- (f) By Executive for Good Reason. The employment by Executive pursuant to this Agreement may be terminated by Executive by written notice to the Company of his resignation ("Notice of Resignation") for Good Reason (as defined herein).
- (g) By Executive Without Good Reason. The employment of Executive by the Company pursuant to this Agreement may be terminated by Executive by delivery of a Notice of Resignation without Good Reason.
- (h) Date of Termination. Executive's date of termination ("Date of Termination") shall be: (i) if the parties hereto mutually agree to terminate this Agreement pursuant to Section 9(a) hereof, the date designated by the parties in such agreement; (ii) if Executive's employment is terminated pursuant to Section 9(b), the date of Executive's death; (iii) if Executive's employment is terminated pursuant to Section 9(c), the date the notice of termination is delivered pursuant to Section 9(c); (iv) if Executive's employment is terminated pursuant to Section 9(d), the date on which a Notice of Termination is given; (v) if Executive's employment is terminated pursuant to Section 9(e), the date on which a Notice of Termination is given; (vi) if Executive's employment is terminated pursuant to Section 9(f), the date on which a Notice of Resignation is given; and (vii) if Executive's employment is terminated pursuant to Section 9(g), the date that is sixty (60) days following the date the Notice of Resignation is given, provided that the Board may elect to waive such notice period or any portion thereof and pay Executive's Base Salary for the period so waived.

10. Compensation upon Termination; Conditions to Payment; Restrictive Covenants

- (a) In the event that Executive's employment is terminated pursuant to Sections 9(a), 9(b), 9(d) or 9(g), Executive (or Executive's estate in the event of Executive's Death pursuant to Section 9(b)) shall be entitled to receive the following:
- (i) Payment of any Base Salary earned but not yet paid;
  - (ii) Payment of any accrued unused vacation;
  - (iii) Any Performance Bonus to which Executive is entitled for a prior completed year pursuant to Section 5(b) but not yet paid (except in the case where Executive's employment is terminated pursuant to Section 9(d) or 9(g)), payable in accordance with the timing requirements set forth in Section 5(b);
  - (iv) Reimbursement in accordance with Section 8 of any business expense incurred by Executive but not yet paid to Executive as of the date his employment terminates, provided that Executive submits all expenses and supporting documentation required within sixty (60) days following the Date of Termination, and provided further that such expenses are reimbursable under Company policies then in effect; and
  - (v) Other benefits vested and accrued by Executive through the date of his termination in accordance with the applicable plans and programs of the Company.

Upon payment in full of the amounts set forth in subsections (i), (ii), (iii), (iv) and (v) above (collectively, the "Accrued Obligations"), the Company shall have no further obligations or liabilities to Executive pursuant to this Agreement. Except as otherwise provided in Section 10(a)(iii) and 10(a)(iv), Accrued Obligations will be paid to Executive within thirty (30) days following the date of termination or such shorter period required by law.

- (b) In the event that Executive's employment is terminated by the Company pursuant to Section 9(c), 9(e) or by Executive pursuant to Section 9(f), Executive shall be entitled to the Accrued Obligations set forth in Section 10(a) above and, conditional upon Executive's execution and non-revocation of the Release as set forth in Section 10(d) below, Executive shall additionally be entitled to receive the following severance (the "Severance Benefits"):
- (i) The continuation of Executive's annual Base Salary as then in effect, payable in substantially equal installments in accordance with the Company's normal payroll practices for two (2) years commencing on the first payroll date following the effective date of the Release (as defined herein); provided, that the first such payment shall consist of all amounts payable to Executive pursuant to this Section 10(b)(i) between the Date of Termination and the first payroll date following the effective date of the

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Release; provided further, however, that any amounts payable to Executive under this Section 10(b)(i) as a result of a termination due to Disability pursuant to Section 9(c), shall be reduced by the proceeds of any short and/or long-term disability payments under any Company plan to which Executive may be entitled during such two (2)-year period; and

- (ii) A pro-rata portion of any Performance Bonus, if any, that Executive would have been entitled to receive pursuant to Section 5(b) hereof in respect of such year based upon the percentage of the calendar year that elapsed through Executive's Date of Termination, payable on the later of the first payroll date following the effective date of the Release and the time when such Performance Bonus would have otherwise been payable to Executive pursuant to Section 5(b) had Executive's employment not terminated; and
  - (iii) The Company shall pay 100% of the premiums for Executive to continue his medical, prescription drug, dental and vision insurance coverage (for Executive and his covered family members) under COBRA (and any applicable state law providing for the continuation of such coverage) following the applicable Date of Termination, assuming that Executive timely elects and continues such coverage, until the earlier of (y) the date that is eighteen (18) months following the Date of Termination and (z) the date that Executive and Executive's covered family members cease to be eligible for such COBRA (and applicable state law continuation) coverage under applicable law or plan terms (the "Healthcare Continuation Benefits"). Any Health Continuation Benefits to which Executive is entitled will be payable in substantially equal installments in accordance with the Company's normal payroll practices, commencing on the first payroll date following the effective date of the Release, provided that the first such payment shall consist of all amounts payable pursuant to Section 10(b) between the Date of Termination and the first payroll date following the effective date of the Release. Notwithstanding the foregoing, in the event that the Company's payment of the Health Continuation Benefits could subject the Company to any tax or penalty under the ACA or Section 105(h), or applicable regulations or guidance issued under the ACA or Section 105(h), or any other law or regulation, Executive and the Company agree to work together in good faith, consistent with the requirements for compliance with or exemption from Section 409A of the Code as amended, including the regulations thereunder ("Section 409A"), to restructure such benefit.
- (c) In addition to the severance payable under Section 10(b) above, in the event that Executive's employment is terminated by the Company pursuant to Section 9(e), or by Executive pursuant to Section 9(f), following a Change of Control and within the calendar year in which the Change of Control occurred, Executive shall be entitled, subject to Section 10(d), to continue to be eligible to receive the full Performance Bonus, if any, that Executive would have been entitled to receive pursuant to Section 5(b) hereof for the calendar year in which the Date of Termination occurs had Executive's employment not been terminated, reduced by any amount received under 10(b)(ii) of this Agreement (the "Post-Separation Performance Bonus"). The resulting payments, if any, shall be paid as provided in Section 5(b).

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- (d) In exchange for Executive's access to Confidential Information and the compensation Executive will receive under this Agreement, including (A) receipt of the Severance Benefits under Section 10(b) and (B) receipt of the Post-Separation Performance Bonus under Section 10(c), Executive agrees to comply with the terms of the Restrictive Covenants defined below and also agrees to timely execute the General Release and Waiver of Claims, in substantially the form attached as Exhibit A hereto ("Release"). The Release must become effective, if at all, within sixty (60) days following the Date of Termination. Notwithstanding anything to the contrary contained in this agreement, if the time period to consider, revoke and return the Release crosses two of Executive's tax years, any portion of the Severance Benefits or Post-Separation Performance Bonus that constitutes deferred compensation subject to Section 409A will, in all events, be paid in the later tax year.
- (e) Except for any right Executive may have under COBRA or any other applicable state or local law to continue participation in the Company's group medical, prescription drug, dental and vision plans at his cost, Executive's participation in all employee benefit plans shall terminate in accordance with the terms of the applicable benefit plans based on the Date of Termination, without regard to any continuation of the base salary or other payment to Executive following termination of his employment, and Executive shall not be eligible to earn vacation or other paid time off following the termination of his employment.
- (f) Subject to the Permitted Conduct described below, Executive agrees to forever keep and maintain the confidentiality of all Confidential Information, and Executive shall not disclose or use any Confidential Information for any purpose except in the course of Executive's duties hereunder (the "Confidentiality Commitment").
- (g) For a period of two (2) years following the Date of Termination (the "Restricted Period"), Executive shall not, anywhere in the Restricted Territory, either directly or indirectly, engage or assist others to engage in, or own, manage, operate or control, or participate in the ownership, management, operation or control of, or become employed or engaged by any business or entity that carries on a Competitive Business (the "Non-Compete"). Notwithstanding the foregoing, nothing in this paragraph shall prevent Executive from owning, as a passive investor, up to five percent (5%) of the securities of any publicly traded entity.
- (h) During the Restricted Period, Executive shall not (i) recruit or otherwise solicit or induce any customer of the Company Group who has been such at any time within the twelve (12)-month period immediately preceding the Date of Termination, to terminate its relationship with any member of the Company Group; or (ii) for purposes of providing products or services that are competitive with those provided

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by any member of the Company Group, directly or indirectly, contact, solicit, divert, induce, call on, take away, or do business with (or attempt to do any of the foregoing) any current or prospective (provided that there are demonstrable efforts or plans to establish such relationship) customer or client or vendor, supplier or other business partner of any member of the Company Group with whom Executive had contact within the twelve (12) months prior to the Date of Termination or with respect to whom Executive had access to Confidential Information that would assist in Executive's solicitation of such person (the "Business Non-Solicit").

- (i) During the Restricted Period, Executive shall not directly or indirectly, on Executive's own behalf or on behalf of any other Person,
  - (i) recruit, offer employment, solicit for employment or engagement as a consultant or interfere with the employment or engagement of (or attempt to do any of the foregoing) any individual who is employed or engaged as an independent contractor by any member of the Company Group at any time within the twelve (12)-month period immediately preceding such solicitation, interference or attempt thereof, or
  - (ii) employ or engage (or attempt to employ or engage) any individual who is employed by, or engaged as an independent contractor of, any member of the Company Group at any time within the twelve (12)-month period immediately preceding such employment, engagement or attempt thereof (the "Employee Non-Solicit", and together with the Confidentiality Commitment, Non-Compete, and the Employee Non-Solicit, the "Restrictive Covenants"). The provisions of this paragraph shall not apply to any employee (other than an employee who has worked in a management-level capacity or higher for the Company Group) who responds to a general posting of a job opening not specifically directed at employees or former employees of the Company Group.
- (j) Executive acknowledges and agrees that the Restrictive Covenants contained in the Agreement are necessary to protect the Confidential Information, trade secrets and other legitimate interests of the Company Group, and Executive agrees that Executive is receiving additional compensation and consideration under the Agreement in exchange for Executive's agreement to comply with the Restrictive Covenants. Executive acknowledges and agrees that the Company and its Affiliates will have no adequate remedy at law and would be irreparably harmed if Executive breaches or threatens to breach any of the Restrictive Covenants. Executives agrees that the Company and its Affiliates shall be entitled to equitable and/or injunctive relief from any court of competent jurisdiction to prevent any breach or threatened breach of any of the Restrictive Covenants, and to specific performance from any court of competent jurisdiction of each of the terms thereof, in each case, in addition to any other legal or equitable remedies that the Company and its Affiliates may have and without the necessity of posting bond, as well as the costs and reasonable attorneys' fees it/they incur in enforcing any of the Restrictive Covenants. Executive further agrees that (i) any breach or claimed breach of the provisions set forth in this Agreement by, or any other claim the Executive may have against the Company or any of its Affiliates will not be a defense to enforcement of any Restrictive Covenants and (ii) the circumstances of Executive's termination of employment or service with any member of the Company Group will have no

impact on Executive's obligations to comply with any Restrictive Covenant. The Restrictive Covenants are intended for the benefit of the Company and each of its Affiliates. Each Affiliate of the Company is an intended third party beneficiary of the Restrictive Covenants, and each Affiliate of the Company, as well as any successor or assign of the Company or such Affiliate, may enforce the Restrictive Covenants. Executive further agrees that the Restrictive Covenants are in addition to, and not in lieu of, any non-competition, non-solicitation, protection of confidential information or intellectual property, or other similar covenants in favor of the Company or any of its Affiliates by which Executive may be bound. Executive and the Company hereto agree and intend that the Restrictive Covenants (to the extent not perpetual) be tolled during any period that Executive is in breach of any such Restrictive Covenant, so that the Company and its Affiliates are provided with the full benefit of the restrictive periods set forth herein.

- (k) Subject to any applicable privileges of the Company, nothing in this Agreement shall prohibit or restrict Executive from lawfully (i) communicating or initiating communications directly with the Securities and Exchange Commission, the Equal Employment Opportunity Commission, Congress, the Department of Justice or any other governmental or regulatory body or official, or any self-regulatory organization (collectively, "Regulators") concerning a possible violation of law, rule or regulation. Furthermore, Executive will not be required to notify the Company or any of its affiliates of any such communication with a Regulator described in the immediately preceding sentence. Nothing contained in this Agreement, including the general release of claims referred to above and set forth in the Release, shall be construed to prohibit Executive from filing a charge with or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission a comparable state or local agency, provided, however, that Executive hereby waives Executive's right to recover monetary damages or other individual relief in any such charge, investigation or proceeding or any related complaint or lawsuit filed by Executive or anyone else on Executive's behalf; provided further, that Executive is not waiving any right to seek and receive a financial incentive award for any information Executive provides to a governmental agency or entity. Notwithstanding the foregoing permissions, Executive may be held liable if the Executive unlawfully accesses trade secrets by unauthorized means. Conduct specifically permitted by this clause (k) shall be "Permitted Conduct."

11. Section 409A. The intent of the parties is that payments and benefits under this Agreement be exempt from or comply with Section 409A to the extent subject thereto, and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered to be in compliance therewith. Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, Executive shall not be considered to have terminated employment with the Company for purposes of this Agreement and no payments shall be due to Executive under this Agreement until Executive would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A. For purposes of this Agreement, each amount to be paid or benefit to be provided shall be construed as a separate identified payment for purposes

of Section 409A, and any payments described in this Agreement that are due within the “short term deferral period,” as defined in Section 409A, shall not be treated as deferred compensation unless applicable law requires otherwise. To the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A as a result of Executive being a “specified employee,” as defined below, amounts constituting “nonqualified deferred compensation,” as defined under Section 409A, that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement during the six-month period immediately following Executive’s termination of employment shall instead be paid on the first business day after the date that is six months following Executive’s termination of employment (or death, if earlier). To the extent required to avoid an accelerated or additional tax under Section 409A, amounts reimbursable to Executive under this Agreement shall be paid to Executive on or before the last day of the year following the year in which the expense was incurred, the amount of expenses eligible for reimbursement (and in-kind benefits provided to Executive) during any one year may not affect amounts reimbursable or provided in any subsequent year and the right to payment or reimbursement shall not be subject to liquidation or exchange for any other benefit. For purposes of this Agreement, the term “specified employee” means an individual determined by the Company to be a specified employee under Treasury regulation Section 1.409A-1(i).

12. Representations.

- (a) The Company represents and warrants that this Agreement has been authorized by all necessary corporate action of the Company and is a valid and binding agreement of the Company enforceable against the Company in accordance with its terms.
- (b) Executive represents that he is under no employment contract, non-competition or other covenants or restrictions that could limit his ability to work on the Effective Date or otherwise limit his ability to perform all responsibilities of the position of Vice President, Secretary and General Counsel.

13. Successors and Assigns. This Agreement shall inure to the benefit of and be enforceable by Executive and the Company and their personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees and permitted assigns; provided, however, the Company may assign its rights and obligations under this Agreement without Executive’s consent to one of its Affiliates or to any person with whom the Company shall hereafter effect a reorganization, consolidate or merge, or to whom the Company shall hereafter transfer all or substantially all of its properties or assets. Notwithstanding the foregoing, this Agreement is a personal contract and the rights and interests of either party hereunder may not be sold, transferred, assigned, pledged, encumbered, or hypothecated, except as otherwise expressly permitted by the provisions of this Agreement or by written agreement of the parties.

14. Indemnification. To the fullest extent permitted by law, the Company shall indemnify and hold harmless Executive from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (“Claims”), in which Executive may be involved, or threatened to be involved, as a party or otherwise, by reason of his service as an officer of the Company or any of its controlled Affiliates. Executive shall not be entitled to indemnification under this Section 14 with respect to (i)

Executive's fraud, willful breach of applicable law, willful misconduct, bad faith, gross negligence or breach of this Agreement or conduct for which the limitation or elimination of liability is prohibited by Delaware law or (ii) any Claim initiated by Executive unless such Claim (or part thereof) (A) was brought to enforce Executive's rights to indemnification hereunder, or (B) was authorized or consented to by a majority of the members of the Board other than Executive. Expenses reasonably incurred by Executive in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of Executive to repay such amount if it shall be ultimately determined that Executive is not entitled to be indemnified by the Company as authorized by this Section 14. If the Company indemnifies Executive pursuant to this Section 14, it shall be subrogated to the rights of Executive against, and shall be entitled to seek contribution from, any third party, including any insurance company, to recover the amount of such indemnification (or such portion thereof as to which the Company shall be entitled to contribution) after Executive shall have been fully and completely indemnified (whether pursuant to this Agreement or otherwise) in respect of the Claim which gave rise to such indemnification. Executive shall fully cooperate with the Company at the Company's expense in its efforts to enforce against any such third party the rights to which it is so subrogated. The provisions contained in this Section 14 shall be in addition to any indemnification obligations which the Company may otherwise have to Executive.

15. Entire Agreement. This Agreement contains all the understandings between the parties hereto pertaining to the matters referred to herein, and supersedes any other undertakings and agreements, whether oral or in writing, including any non-competition, non-solicitation, protection of confidential information or intellectual property, or other similar covenants in favor of the Company or any of its Affiliates by which Executive may be bound, previously entered into by them with respect thereto. Executive represents that, in executing this Agreement, he does not rely and has not relied upon any representation or statement made by the Company not set forth herein with regard to the subject matter or effect of this Agreement or otherwise. Executive and the Company have entered into, or may enter into, separate agreements, the effectiveness of which are not affected by this Agreement, including incentive award agreements and non-competition and similar agreements. These separate agreements govern other aspects of the relationship between Executive and the Company, have or may have provisions that survive termination of Executive's employment under this Agreement, may be amended or superseded by Executive and the Company without regard to this agreement and are enforceable according to their terms without regard to the enforcement provisions of this Agreement.

16. Amendment or Modification; Waiver. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing, signed by Executive and by a duly authorized officer of the Company other than Executive. No waiver by either Party of any breach by the other Party of any condition or provision of this Agreement to be performed by such other Party shall be deemed a waiver of a similar or dissimilar condition or provision at the same time, any prior time or any subsequent time. In the event a court of competent jurisdiction determines that any covenant contained herein is overbroad, unreasonable, or unenforceable, the court may modify, reform or blue pencil the covenant so that the covenant is enforceable to the maximum extent of the law and the remainder of this Agreement, and all other covenants contained in this Agreement, will remain enforceable and valid.



17. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand or electronic mail, (ii) delivered by a nationally recognized commercial overnight delivery service, or (iii) mailed postage prepaid by certified mail to the party concerned at the address set forth below:

To Executive at the address specified on Executive's signature page hereto.

To the Company at:

Loar Holdings Inc.  
20 New King Street  
White Plains, New York 10604  
Attention: Dirkson Charles  
Email: [\*]

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

Benesch, Friedlander, Coplan & Aronoff LLP  
127 Public Square, Suite 4900  
Cleveland, OH 44114  
Attention: Sean T. Peppard  
Email: speppard@beneschlaw.com

Such notices shall be effective: (i) in the case of hand deliveries and electronic mail, when received; (ii) in the case of an overnight delivery service, on the next Business Day after being placed in the possession of such delivery service, with delivery charges prepaid; and (iii) in the case of mail, five (5) Business Days after deposit in the postal system, first class mail, postage prepaid. Any party may change its address and email by written notice to the other given in accordance with this Section 17; provided, however, that such change shall be effective when received.

18. Severability. If any provision or clause of this Agreement, or the application of any such provision or clause to any party or circumstances, shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision or clause to such person or circumstances other than those to which it is so determined to be invalid and unenforceable, shall not be affected thereby, and each provision or clause hereof shall be validated and shall be enforced to the fullest extent permitted by law. Moreover, if any one or more provisions contained in this Agreement shall be excessively broad as to duration, activity or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.

19. Survivorship. The respective rights and obligations of the parties hereunder shall survive any termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

20. Governing Law.

- (a) This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles.
- (b) In the event a dispute arises out of or pertains to this Agreement, the parties agree to use their reasonable efforts to resolve such dispute through negotiation. In the event such dispute cannot be settled through negotiation, the parties agree that any action or proceeding instituted with respect thereto shall be commenced and maintained exclusively in the state or federal courts of general jurisdiction in New York, New York. To the maximum extent permitted by law, the parties waive any right to a trial by jury.

21. Headings. All descriptive headings of sections and paragraphs in this Agreement are intended solely for convenience, and no provision of this Agreement is to be construed by reference to the heading of any section or paragraph.

22. Specific Performance. Each party hereto acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by such party and that any such breach would cause the other party irreparable harm. Accordingly, each party hereto also agrees that, in the event of any breach or threatened breach of the provisions of this Agreement by such party, the other party shall be entitled to equitable relief without the requirement of posting a bond or other security, including in the form of injunctions and orders for specific performance, in addition to all other remedies available to such other party at law or in equity.

23. Prior Agreement. Reference is hereby made to that certain Employment Agreement, dated October 2, 2017, by and between Loar Group Inc., a wholly owned subsidiary of the Company, and Executive (the "Prior Agreement"). The Company and Executive hereby agree that, effective upon the full execution of this Agreement, the Prior Agreement shall terminate and be of no further force and effect.

24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. Definitions.

- (a) "Affiliate" shall have the meaning set forth in Rule 405 promulgated under the Securities Act.
- (b) "Business Day" means any day that banks are opened for business in the State of New York, other than a Saturday or Sunday.
- (c) "Cause" means Executive's (i) conviction of, or entering of a plea of guilty or nolo contendere (or its equivalent under any applicable legal system) with respect to (A) a felony or (B) any crime involving moral turpitude; (ii) commission of fraud, misrepresentation, embezzlement or theft against any Person; (iii) engaging in any activity that is intended to injure or would reasonably be expected to injure

(monetarily or otherwise), in any material respect, the reputation, the business or a business relationship of the Company or any of its direct or indirect owners or any of their respective Affiliates; (iv) gross negligence or willful misconduct in the performance of the Executive's duties to the Company or any of its Affiliates, or willful refusal or material failure to carry out any reasonable, lawful and authorized instructions of the Board; (v) material violation of a fiduciary duty owed to the Company or any of its Affiliates; or (vi) material breach of any non-competition, non-solicitation, confidentiality or other restrictive covenant, or a material violation of any provision of this Agreement, a written policy or code of conduct of the Company or any of its Affiliates. Except for such acts constituting Cause which, by their nature, cannot reasonably be expected to be cured, the Executive shall have ten (10) days following the delivery of written notice by the Company of its intention to terminate the Executive's employment for Cause within which to cure any acts constituting Cause.

- (d) "Change of Control" means an event or occurrence set forth in any one or more of subsections (i) through (iv) below (including an event or occurrence that constitutes a Change of Control under one of such subsections but is specifically exempted from another such subsection) that is (A) a change in the ownership of the Company (as defined in Treasury Regulation Section 1.409A-3(i)(5)(v)), (B) a change in effective control of the Company (as defined in Treasury Regulation Section 1.409A-3(i)(5)(vi)), or (C) a change in the ownership of a substantial portion of the assets of the Company (as defined in Treasury Regulation Section 1.409A-3(i)(5)(vii)):
- (i) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Change of Control Person") of beneficial ownership of any capital stock of the Company if, after such acquisition, such Change of Control Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 50% or more of either (x) the then outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (y) the combined voting power of the then outstanding securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that for purposes of this subsection (i), the following acquisitions shall not constitute a Change in Control: (A) any acquisition directly from the Company (excluding an acquisition pursuant to the exercise, conversion or exchange of any security exercisable for, convertible into or exchangeable for common stock or voting securities of the Company, unless the Change of Control Person exercising, converting or exchanging such security acquired such security directly from the Company or an underwriter or agent of the Company), (B) any acquisition by any corporation pursuant to a transaction which complies with clauses (A) and (B) of subsection (iii) of this definition or (C) any acquisition by any individual, entity or group that holds securities of the Company or one of its Affiliates prior to the initial public offering of the Company's common stock; or

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- (ii) such time as the Continuing Directors (as defined below) do not constitute a majority of the Board (or, if applicable, the Board of Directors of a successor corporation to the Company), where the term “Continuing Director” means at any date a member of the Board (A) who was a member of the Board on the date of the execution of this Agreement or (B) who was nominated or elected subsequent to such date by at least a majority of the directors who were Continuing Directors at the time of such nomination or election or whose election to the Board was recommended or endorsed by at least a majority of the directors who were Continuing Directors at the time of such nomination or election; or
- (iii) the consummation of a merger, consolidation, organization, recapitalization or statutory share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company in one or a series of transactions (a “Business Combination”), unless, immediately following such Business Combination, each of the following two conditions is satisfied: (A) all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then outstanding shares of common stock and the combined voting power of the then outstanding securities entitled to vote generally in the election of directors, respectively, of the resulting or acquiring corporation in such Business Combination (which shall include, without limitation, a corporation which as a result of such transaction owns the Company or substantially all of the Company’s assets either directly or through one or more subsidiaries) (such resulting or acquiring corporation is referred to herein as the “Acquiring Corporation”) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, respectively; and (B) no Change of Control Person (excluding any employee benefit plan (or related trust) maintained or sponsored by the Company or by the Acquiring Corporation) beneficially owns, directly or indirectly, 50% or more of the then outstanding shares of common stock of the Acquiring Corporation, or of the combined voting power of the then outstanding securities of such corporation entitled to vote generally in the election of directors (except to the extent that such ownership existed prior to the Business Combination); or
- (iv) the liquidation or dissolution of the Company.
- (e) “Code” means the Internal Revenue Code of 1986, as amended.

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- (f) “Company Group” means Loar Holdings Inc., and its direct and indirect subsidiaries.
- (g) “Competitive Business” means any business or entity that is engaged in the business of designing, manufacturing and selling aircraft components or any other business which any member of the Company Group is then engaged or has or is actively considering (i) during the period commencing on the Effective Date and ending on the date of termination of this Agreement (the “Termination Date”) or (ii) with respect to the portion of the Restricted Period that follows the Termination Date, on the Termination Date.
- (h) “Confidential Information” means any trade secret, customer list, supplier list, financial data, pricing or marketing policy or plan, ideas, inventions, production methods and techniques, know-how, designs, unpublished data, information concerning personnel, staffing, costs and profits, marketing data, customer and supplier data, or any other information relating to any member of the Company Group or any of their respective investors, products, services, customers or suppliers; provided that “Confidential Information” does not include information which (i) is or becomes available to the public through no breach hereof by the receiving member or its representatives or a third party who, to the receiving member’s knowledge, is under no obligation to any member of the Company Group to maintain the confidentiality of such information, or (ii) has come into the possession of the receiving member (other than in such member’s capacity as an employee or service provider) from a third party who, to such member’s knowledge, is under no obligation to any member of the Company Group to maintain the confidentiality of such information.
- (i) “Disability” means that the Executive has been unable, as determined by the Board in good faith, to perform the Executive’s duties to the Company and its Subsidiaries as a result of physical or mental impairment of the Executive, or illness or injury to the Executive, for a period of ninety (90) consecutive days or for periods aggregating one hundred and fifty (150) days during any period of twelve (12) consecutive months.
- (j) “Good Reason” means, without the prior express written consent of the Executive, (i) a reduction of Executive’s Base Salary, Target Bonus and/or Potential Bonus; provided, however, that the Executive acknowledges and agrees that nothing in this clause (i) is intended to or shall be deemed to limit the Board’s authority to set the performance metrics with respect to any annual bonus, and in no event shall the exercise of such authority constitute or give rise to “Good Reason”, (ii) a requirement that Executive relocate his primary office to a location that is more than fifty (50) miles from his primary office as of immediately prior to such relocation (provided that such relocation materially increases Executive’s daily commute), but excluding required business travel; or (iii) a material diminution in the overall responsibilities, authority or duties of such Executive with respect to the Company and its Subsidiaries taken as a whole. Notwithstanding the foregoing, Good Reason shall not be deemed to exist unless (x) the Executive gives the

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Company written notice within sixty (60) days after the first occurrence of the event which the Executive believes constitutes the basis for Good Reason, specifying the particular act or failure to act which the Executive believes constitutes the basis for Good Reason, (y) the Company fails to cure such act or failure to act within thirty (30) days after receipt of such notice and (z) the Executive terminates his or her employment within thirty (30) days after the end of the period specified in clause (y).

- (k) “Person” means a natural person, corporation, partnership, association, limited liability company, joint venture, trust, estate or other entity or organization.
- (l) “Restricted Territory” means (i) prior to the Termination Date, any geographic area in which any member of the Company Group engages in the Competitive Business and (ii) with respect to the portion of the Restricted Period commencing on the Termination Date, any geographic area in which any member of the Company Group engages in the Competitive Business as of the Termination Date, or had previously taken steps to engage in the Competitive Business (which efforts have not been abandoned as of the Termination Date).
- (m) “Securities Act” shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Employment Agreement as of the date first above written.

LOAR HOLDINGS INC.

By: /s/ Dirkson Charles

Name: Dirkson Charles

Title: President, Chief Executive Officer and  
Executive Co-Chairman

EXECUTIVE

/s/ Michael Manella

Michael Manella

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EXHIBIT A

GENERAL RELEASE AND WAIVER OF CLAIMS

The undersigned, Michael Manella (the "Executive"), in consideration of and as a precondition to receiving the severance payments and benefits set forth in Section 10 of that certain Employment Agreement between Loar Holdings Inc., a Delaware corporation (the "Company"), and Executive, made as of [\*] [\*], 2024, as subject to amendment from time to time (the "Employment Agreement"), a copy of which Employment Agreement (including any amendments) is attached to this Release Agreement (this "Release"), and such other benefits as may be provided to Executive in connection with the termination of his employment, for and on behalf of Executive, his agents, heirs, executors, administrators, and assigns, does hereby knowingly and voluntarily release and forever discharge the Company and its Affiliates and each of their successors and assigns, and all of their respective past and present agents, directors, officers, partners, shareholders, equityholders, employees, employee benefit plans, representatives, insurers, attorneys, parent companies, subsidiaries, affiliates, and joint venturers, and each of them (the "Released Parties"), from any and all claims, causes of action, agreements, promises, obligations, damages, demands or liabilities of every kind whatsoever, in law or in equity, whether known or unknown, suspected or unsuspected (collectively, "Claims") by reason of any matter, cause or thing whatsoever: (i) arising from the beginning of time up to the date of this Release including, but not limited to, (1) any such Claim relating in any way to Executive's employment relationship with the Company or any other Released Party, and (2) any such Claim arising under any local, state or federal statute, regulation or common law, including without limitation all Claims under, among other things, Title VII of the Civil Rights Act of 1964 (42 U.S.C. sections 2000e, et seq.), Section 1981 of the Civil Rights Act of 1866, the Employment Retirement Income Security Act of 1974 (29 U.S.C. sections 100, et seq.), the Family and Medical Leave Act (29 U.S.C. sections 2601, et seq. and 29 C.F.R. Part 825), the Americans with Disabilities Act (42 U.S.C. sections 12101, et seq.), the Age Discrimination in Employment Act ("ADEA"), including the Older Worker Benefits Protection Act (29 U.S.C. sections 623, et seq.), the Worker Adjustment and Retraining Notification Act (29 U.S.C. sections 2101, et seq.), the Occupational Safety and Health Act of 1970, the New York State and City Human Rights Laws and the New York State Labor Law, each as amended, and/or any other applicable law; (ii) relating to the termination of Executive's employment or other relationship with the Company or other Released Party; or (iii) arising under or relating to any agreement, understanding or promise, written or oral, formal or informal, between the Company and any other Released Party and Executive including, but not limited to, the Employment Agreement; provided, however, that the Claims released hereunder shall not include (A) any Claims for indemnification under Section 14 of the Employment Agreement as well as under the certificate of incorporation and bylaws of the Company for actions taken prior to the date of this Release, (B) Executive's rights under or pursuant to any incentive or similar agreement to vested equity interests, (C) any Claims for the receipt of payments and benefits due to Executive as set forth in Section 10 of the Employment Agreement, or (D) any Claims that may not be lawfully released in this Release, such as workers' compensation and disability benefits (the "Excluded Claims"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Employment Agreement.



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Executive represents that he does not have any complaints or lawsuits pending against the Company or any other Released Party. Executive further understands and agrees that, except for the Excluded Claims and as otherwise provided in the paragraph below, he knowingly relinquishes, waives and forever releases any and all rights to any personal recovery in any action or proceeding that may be commenced on his behalf arising out of the aforesaid employment relationship or the termination thereof, including, without limitation, claims for backpay, front pay, liquidated damages, compensatory damages, general damages, special damages, punitive damages, exemplary damages, costs, expenses and attorneys' fees.

Subject to any applicable privileges of the Company, nothing in this Release, including the Confidentiality Commitment below, shall preclude Executive from filing or prosecuting a charge or complaint, participating in an investigation or proceeding, or lawfully initiating communications concerning a possible violation of law with any federal, state or local government agency, including, without limitation, the Securities and Exchange Commission ("SEC"), the Equal Employment Opportunity Commission, or any other government agency relating to Executive's employment with the Company; provided, however, that Executive hereby agrees to waive his right to recover monetary damages or other individual relief in any such charge, complaint, investigation or proceeding, or any related complaint filed by Executive or on behalf of Executive by or before the Equal Employment Opportunity Commission or any state or local fair employment practices agency, or any related complaint or lawsuit, filed by Executive or by anyone else on Executive's behalf; provided, further, however, that Executive is not waiving any right to seek and receive a financial incentive award for any information Executive provides to a governmental agency or entity.

Executive acknowledges and agrees that this Release constitutes a voluntary waiver of any and all rights and claims Executive may have as of this date, including rights or claims arising under the ADEA. Executive further acknowledges and agrees that he has waived rights or claims pursuant to this Release in exchange for consideration, the value of which exceeds payment or remuneration to which Executive was or would otherwise be entitled. This Release creates legally binding obligations. Executive is hereby advised to consult with the attorney of his choosing concerning this Release prior to executing it. Executive also acknowledges that he has been allowed a period of at least [twenty one (21)]/[forty five (45)]<sup>1</sup> days to consider the terms of this Release, and in the event Executive decides to execute this Release in fewer than [twenty one (21)]/[forty five (45)] days, Executive hereby acknowledges and agrees that he has done so with the express understanding that he has been given and declined the opportunity to consider this Release for a full [twenty one (21)]/[forty five (45)] days. Executive further understands that he may revoke his consent to this Release at any time during the seven (7) days following the date of Executive's execution of this Release by delivering written notice of revocation to the Company's President and Secretary, and the Release shall not become effective or enforceable until such revocation period has expired. In the event Executive does not revoke his consent, this Release shall become effective on the eighth (8th) day after the date Executive has signed this Release (the "Effective Date"). In the event that Executive revokes his consent, this Release shall become null and void and shall not become effective, and Executive shall not be entitled to the payments and benefits set forth in Section 10 of the Employment Agreement.

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<sup>1</sup> NTD – To be determined by the Company at the time of separation based on OWBPA requirements.

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While employed by the Company, Executive acknowledges that he has received certain property belonging to the Company or its Affiliates including, but not limited to, computer data, keys, smartphones, cellular phones, blackberries, computer hardware and software, disks, CDs, DVDs, SD cards or other memory cards, memory sticks, flash cards, flash drives, hard drives, files, electronic or paper documents, customer lists and information, vendor and supplier lists and information, mailing lists, reports, presentations, memoranda, notes, records, financial information, business plans, strategic plans, marketing plans and materials, photographs, drawings, charts, credit cards, cardkey passes, computer access codes, books, instructional manuals and other physical or personal property which Executive received or prepared or helped to prepare in connection with his relationship with the Company. As a further condition to the payments and benefits set forth in Section 10 of the Employment Agreement, Executive (i) represents and agrees that he has returned in good condition any and all such Company property in his possession or control, and that he has not wiped, deleted, or destroyed the contents of any such Company property (other than any copies thereof), (ii) represents that he has returned the Company property with prior stored data and information intact, and (iii) represents and agrees that he shall not have not retained any copies, duplicates, reproductions or excerpts thereof.

As a further condition to the payments and benefits set forth in Section 10 of the Employment Agreement, Executive covenants to comply with the terms and conditions of any non-competition or other similar agreement between the Executive and the Company (or any of its Affiliates).

Executive agrees to forever keep and maintain the confidentiality of all Confidential Information, and Executive shall not disclose or use any Confidential Information for any purpose except as expressly permitted above (the "Confidentiality Commitment").

For a period of two (2) years following the Date of Termination (the "Restricted Period"), Executive shall not, anywhere in the Restricted Territory, either directly or indirectly, engage or assist others to engage in, or own, manage, operate or control, or participate in the ownership, management, operation or control of, or become employed or engaged by any business or entity that carries on a Competitive Business (the "Non-Compete"). Notwithstanding the foregoing, nothing in this paragraph shall prevent Executive from owning, as a passive investor, up to five percent (5%) of the securities of any publicly traded entity.

During the Restricted Period, Executive shall not (i) recruit or otherwise solicit or induce any customer of the Company Group who has been such at any time within the twelve (12)-month period immediately preceding the Date of Termination, to terminate its relationship with any member of the Company Group; or (ii) for purposes of providing products or services that are competitive with those provided by any member of the Company Group, directly or indirectly, contact, solicit, divert, induce, call on, take away, or do business with (or attempt to do any of the foregoing) any current or prospective (provided that there are demonstrable efforts or plans to establish such relationship) customer or client or vendor, supplier or other business partner of any member of the Company Group with whom Executive had contact within the twelve (12) months prior to the Date of Termination or with respect to whom Executive had access to Confidential Information that would assist in Executive's solicitation of such person (the "Business Non-Solicit").

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During the Restricted Period, Executive shall not directly or indirectly, on Executive's own behalf or on behalf of any other Person, (i) recruit, offer employment, solicit for employment or engagement as a consultant or interfere with the employment or engagement of (or attempt to do any of the foregoing) any individual who is employed or engaged as an independent contractor by any member of the Company Group at any time within the twelve (12)-month period immediately preceding such solicitation, interference or attempt thereof, or (ii) employ or engage (or attempt to employ or engage) any individual who is employed by, or engaged as an independent contractor of, any member of the Company Group at any time within the twelve (12)-month period immediately preceding such employment, engagement or attempt thereof (the "Employee Non-Solicit", and together with the Confidentiality Commitment, the Non-Compete, and the Employee Non-Solicit, the "Restrictive Covenants"). The provisions of this paragraph shall not apply to any employee (other than an employee who has worked in a management-level capacity or higher for the Company Group) who responds to a general posting of a job opening not specifically directed at employees or former employees of the Company Group.

Executive acknowledges and agrees that the Restrictive Covenants contained in this Release are necessary to protect the Confidential Information, trade secrets and other legitimate interests of the Company Group, and Executive agrees that Executive is receiving additional compensation and consideration under this Release in exchange for Executive's agreement to comply with the Restrictive Covenants. Executive acknowledges and agrees that the Company and its Affiliates will have no adequate remedy at law and would be irreparably harmed if Executive breaches or threatens to breach any of the Restrictive Covenants. Executive agrees that the Company and its Affiliates shall be entitled to equitable and/or injunctive relief from any court of competent jurisdiction to prevent any breach or threatened breach of any of the Restrictive Covenants, and to specific performance from any court of competent jurisdiction of each of the terms thereof, in each case, in addition to any other legal or equitable remedies that the Company and its Affiliates may have and without the necessity of posting bond, as well as the costs and reasonable attorneys' fees it/they incur in enforcing any of the Restrictive Covenants. Executive further agrees that (i) any breach or claimed breach of the provisions set forth in this Agreement by, or any other claim the Executive may have against the Company or any of its Affiliates will not be a defense to enforcement of any Restrictive Covenants and (ii) the circumstances of Executive's termination of employment or service with any member of the Company Group will have no impact on Executive's obligations to comply with any Restrictive Covenant. The Restrictive Covenants are intended for the benefit of the Company and each of its Affiliates. Each Affiliate of the Company is an intended third party beneficiary of the Restrictive Covenants, and each Affiliate of the Company, as well as any successor or assign of the Company or such Affiliate, may enforce the Restrictive Covenants. Executive further agrees that the Restrictive Covenants are in addition to, and not in lieu of, any non-competition, non-solicitation, protection of confidential information or intellectual property, or other similar covenants in favor of the Company or any of its Affiliates by which Executive may be bound. Executive and the Company hereto agree and intend that the Restrictive Covenants (to the extent not perpetual) be tolled during any period that Executive is in breach of any such Restrictive Covenant, so that the Company and its Affiliates are provided with the full benefit of the restrictive periods set forth herein.

Executive acknowledges that he has read this Release and understands all of its terms. He further acknowledges that he has had the opportunity to consult with the counsel of his choice.

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Executive executes this Release voluntarily and with full knowledge of its significance, and he understands that this Release will be governed by New York law.

Signed at \_\_\_\_\_, Ohio, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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Michael Manella