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

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

Loar Holdings Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

82-2665180
(I.R.S. Employer
Identification No.)

20 New King Street
White Plains, New York
(Address of Principal Executive Offices)

10604
(Zip Code)

Inducement Option Award
(Full title of the plan)

Dirkson Charles
President, Chief Executive Officer and Executive Co-Chairman
Loar Holdings Inc.
20 New King Street
White Plains, New York 10604
(914) 909-1311
(Name, address and telephone number, including area code, of agent for service)

Copies to:

Aslam A. Rawoof
Benesch, Friedlander, Coplan & Aronoff LLP
1155 Avenue of the Americas, Floor 26
New York, New York 10036
(646) 593-7050

Michael Manella
Vice President, General Counsel and Secretary
Loar Holdings Inc.
20 New King Street
White Plains, New York 10604
(914) 909-1311

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

Large accelerated filer ☐
Non-accelerated filer ☒

Accelerated filer ☐
Smaller reporting company ☐
Emerging growth company ☒

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

EXPLANATORY NOTE

Loar Holdings Inc. (the “Company”) has granted options to purchase an aggregate of 68,000 shares of its common stock (the “Common Stock”) to three new employees as “employment inducement awards” under New York Stock Exchange Listed Company Manual Rule 303A.08 . This Registration Statement registers the shares of Common Stock issuable upon the vesting, exercise and settlement of such grants.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.

The documents containing the information specified in Part I will be delivered in accordance with Rule 428(b) under the Securities Act of 1933 (the “Securities Act”). Such documents are not required to be, and are not, filed with the Securities and Exchange Commission (the “Commission”), either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. These documents, and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of the Form S-8, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

Item 2. Registrant Information and Employee Plan Annual Information.

The written statement required by Item 2 of Part I is included in documents that will be delivered to participants in the plan covered by this Registration Statement pursuant to Rule 428(b) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents, which have been filed by Loar Holdings Inc. (the “Company”) with the Commission, are incorporated in this Registration Statement by reference:

- (a) The Company’s Registration Statement on [Form S-1](#) filed with the Commission on December 9, 2024 (File No. 333-283673), which contains the Company’s audited financial statements for the latest fiscal year for which such statements have been filed;
- (b) the Company’s [Prospectus](#) filed on December 12, 2024 pursuant to Rule 424(b) under the Securities Act, relating to the Registration Statement on Form S-1, as amended (File No. 333-283673);
- (c) the Company’s Quarterly Reports on Form 10-Q for the quarters ended [March 31, 2024](#), [June 30, 2024](#) and [September 30, 2024](#), filed with the Commission on May 14, 2024, August 13, 2024 and November 13, 2024, respectively;
- (d) the Company’s Current Reports on Form 8-K filed with the Commission on [May 3, 2024](#), [May 15, 2024](#) and [July 22, 2024](#);
- (e) the Company’s Current Report on Form 8-K filed with the Commission on [August 26, 2024](#), as amended by the Company’s Current Report on Form 8-K/A filed with the Commission on [October 10, 2024](#); and
- (f) the description of the Company’s common stock contained in the Company’s Registration Statement on [Form 8-A](#) filed with the Commission on April 24, 2024 (File No. 001-42030), pursuant to Section 12(b) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), including any amendments or reports filed for the purpose of updating such description.

All reports and other documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act (other than Current Reports on Form 8-K furnished pursuant to Item 2.02 or Item 7.01 of Form 8-K, including any exhibits included with such information that are related to such items) after the date of this Registration Statement, but prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents; provided, however, that documents or information deemed to have been furnished and not filed in accordance with the rules of the Commission shall not be deemed incorporated by reference into this Registration Statement.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 102(b)(7) of the Delaware General Corporation Law (the “DGCL”) allows a corporation to provide in its certificate of incorporation that directors and/or officers of the corporation will not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, except where the director or officer breached the duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit. The Company’s certificate of incorporation provides for this limitation of liability.

Section 145 of the DGCL ("Section 145") provides, among other things, that a Delaware corporation may indemnify any person who was, is or is threatened to be made, party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee, or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee, or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful. A Delaware corporation may indemnify any persons who were or are a party to any threatened, pending, or completed action or suit by or in the right of the corporation by reason of the fact that such person is or was a director, officer, employee, or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement

of such action or suit, provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests, provided further that no indemnification is permitted without judicial approval if the officer, director, employee, or agent is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him or her against the expenses (including attorneys' fees) which such officer or director has actually and reasonably incurred.

Section 145 further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would otherwise have the power to indemnify him under Section 145.

The Company's bylaws provide that we must indemnify, and advance expenses to, its directors and officers to the full extent authorized by the DGCL. The Company has also entered into indemnification agreements with its directors, which agreements will require it to indemnify these individuals to the fullest extent permitted under Delaware law against liabilities that may arise by reason of their service to the Company, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified.

The indemnification rights set forth above shall not be exclusive of any other right which an indemnified person may have or hereafter acquire under any statute, provision of the Company's certificate of incorporation, the Company's bylaws, agreement, vote of stockholders or disinterested directors or otherwise. Notwithstanding the foregoing, the Company shall not be obligated to indemnify a director or officer in respect of a proceeding (or part thereof) instituted by such director or officer, unless such proceeding (or part thereof) has been authorized by the Board pursuant to the applicable procedure outlined in the bylaws.

Section 174 of the DGCL provides, among other things, that a director, who willfully or negligently approves of an unlawful payment of dividends or an unlawful stock purchase or redemption, may be held jointly and severally liable for such actions. A director who was either absent when the unlawful actions were approved or dissented at the time may avoid liability by causing his or her dissent to such actions to be entered in the books containing the minutes of the meetings of the board of directors at the time such action occurred or immediately after such absent director receives notice of the unlawful acts.

The Company maintains standard policies of insurance that provide coverage (1) to the Company's directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act, and (2) to the Company with respect to indemnification payments that the Company may make to such directors and officers.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers, or persons controlling the Company under any of the foregoing provisions, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit Number	Exhibit Title	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
4.1	Certificate of Incorporation of Loar Holdings Inc.	S-1	333 - 278475	3.1	4/17/2024	
4.2	Bylaws of Loar Holdings Inc.	S-1	333 - 278475	3.2	4/17/2024	
5.1	Opinion of Benesch, Friedlander, Coplan & Aronoff LLP.					X
23.1	Consent of Ernst & Young LLP.					X
23.2	Consent of Whitley Penn LLP (with respect to the Applied Avionics, Inc. consolidated financial statements).					X
23.3	Consent of Benesch, Friedlander, Coplan & Aronoff LLP (included in Exhibit 5.1).					X
24.1	Power of Attorney (contained on signature page hereto).					X
99.1	Loar Holdings Inc. 2024 Equity Incentive Plan.	S-1	333 - 278475	10.11	4/17/2024	
99.2	Form of Inducement Option Award Agreement.					X
107	Filing Fee Table					X

Item 9. Undertakings.

(a) The undersigned Company hereby undertakes:

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

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

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

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

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a posteffective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Company pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

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

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

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

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

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Company certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of White Plains, State of New York, on December 20, 2024.

LOAR HOLDINGS INC.

By: /s/ Dirkson Charles

Name: Dirkson Charles

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

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Dirkson Charles, Glenn D'Alessandro and Michael Manella, and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place, and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), the registration statement, any and all amendments (including post-effective amendments) to the registration statement, and any and all successor registration statements of the Registrant, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done to enable the Registrant to comply with the provisions of the Securities Act and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might, or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their, or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 20, 2024.

Signature	Title	Date
<u>/s/ Dirkson Charles</u> Dirkson Charles	President, Chief Executive Officer, Executive Co-Chairman and Director (Principal Executive Officer)	December 20, 2024
<u>/s/ Glenn D'Alessandro</u> Glenn D'Alessandro	Treasurer and Chief Financial Officer (Principal Financial and Accounting Officer)	December 20, 2024
<u>/s/ David Abrams</u> David Abrams	Director	December 20, 2024
<u>/s/ Raja Bobbili</u> Raja Bobbili	Director	December 20, 2024
<u>/s/ Alison Bomberg</u> Alison Bomberg	Director	December 20, 2024
<u>/s/ Anthony Carpenito</u> Anthony Carpenito	Director	December 20, 2024
<u>/s/ M. Chad Crow</u> M. Chad Crow	Director	December 20, 2024
<u>/s/ Taiwo Danmola</u> Taiwo Danmola	Director	December 20, 2024
<u>/s/ Paul S. Levy</u> Paul S. Levy	Director	December 20, 2024
<u>/s/ Margaret McGetrick</u> Margaret McGetrick	Director	December 20, 2024
<u>/s/ Brett Milgrim</u> Brett Milgrim	Executive Co-Chairman and Director	December 20, 2024

December 20, 2024

Loar Holdings Inc.
20 New King Street
White Plains, New York 10604
RE: Form S-8 Registration Statement

Ladies and Gentlemen:

We have acted as special counsel for Loar Holdings Inc., a Delaware corporation (the “Company”) in connection with the Company’s Registration Statement on Form S-8 (the “Registration Statement”) filed with the United States Securities and Exchange Commission (the “Commission”) on December 20, 2024, together with all exhibits, pursuant to the Securities Act of 1933, as amended (the “Securities Act”), relating to the offer and sale by the Company of up to 68,000 shares of the Company’s common stock, par value \$0.01 per share (the “Securities”), issuable as “employment inducement awards” under New York Stock Exchange Listed Company Manual Rule 303A.08.

In connection with our acting as hereinabove described, we have examined and relied solely on originals or copies, certified or otherwise identified to our satisfaction as being true copies, of all such records of the Company, all such agreements, certificates of officers of the Company and others, and such other documents, certificates and corporate or other records as we have deemed necessary as a basis for the opinion expressed in this letter, including, without limitation, the following:

- (a) the Certificate of Incorporation of the Company, as certified by the Secretary of State of the State of Delaware as of April 19, 2024 (the “Company Charter”), and the Bylaws of the Company, as certified by the Secretary of the Company (the “Company Bylaws”);
- (b) the Registration Statement including all exhibits thereto; and
- (c) the Inducement Option Award Agreement in the form filed as Exhibit 99.2 to the Registration Statement (the “Transaction Document”).

As to facts material to the opinion expressed in this letter, we have relied on statements and certificates of officers and of state authorities. In rendering the opinion expressed in this letter, we have assumed, with your permission and without any investigation on our part, that:

- (a) all signatures are genuine;
- (b) all natural persons have legal capacity;
- (c) all writings and other records submitted to us as originals are authentic, and that all writings and other records submitted to us as certified, electronic, photostatic, or other copies, facsimiles or images conform to authentic originals; and
- (d) that all rights and remedies will be exercised in a commercially reasonable manner and without breach of the peace.

We have investigated such questions of law for the purpose of rendering the opinion in this letter as we have deemed necessary. We express no opinion in this letter concerning any law other than the Delaware General Corporation Law (“DGCL”), which we assume to be the only applicable laws with respect to such opinion.

On the basis of and in reliance on the foregoing, and subject to the limitations, qualifications and exceptions set forth below, we are of the opinion that the Securities have been duly authorized, and when issued, delivered, and paid for pursuant to the terms and in the manner set forth in the Transaction Document, and assuming that the Securities remain duly reserved for issuance within the limits of the Securities then remaining authorized but unissued, will be validly issued, fully paid and nonassessable.

The above opinion is subject to the following additional limitations, qualifications and exceptions:

- A. the effect and application of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws now or hereafter in effect which relate to or limit creditors' rights and remedies generally;
- B. the effect and application of general principles of equity, whether considered in a proceeding in equity or at law;
- C. limitations imposed by or resulting from the exercise by any court of its discretion; and
- D. limitation imposed by reason of generally applicable public policy principle or considerations.

We do not assume any responsibility for the accuracy, completeness or fairness of any information, including, but not limited to, financial information, furnished to you by the Company concerning the business or affairs of the Company or any other information furnished to you of a factual nature.

We express no opinions:

- I. regarding the choice of law provisions of the Transaction Document or as to whether or not the laws of any jurisdiction will be applicable thereto;
- II. regarding any federal securities laws, rules, or regulations (including, without limitation, any laws administered by, and any rules or regulations administered or promulgated by, the United States Securities and Exchange Commission);
- III. regarding any state securities laws, rules, or regulations (including, without limitation, any so-called "Blue Sky" laws);
- IV. regarding any antitrust and unfair competition laws and regulations, laws and regulations relating to tying arrangements, banking laws or regulations, regulations of the Board of Governors of the Federal Reserve System, or insurance laws or regulations;
- V. as to whether (a) the execution and delivery or other authentication of, the performance or observance of any provision of, or the consummation of any transactions contemplated by, the Transaction Document violates any provision of any federal or state laws, rules, regulations, or orders relating to terrorism or money laundering, including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act)

Act of 2001, the laws comprising or implementing the Bank Secrecy Act, the laws administered by Office of Foreign Asset Control of the Department of the Treasury of the United States of America ("OFAC") or any successor thereto, and Executive Order No. 13224 on Terrorist Financing ("Executive Order No. 13224"), or any related enabling legislation or similar executive orders, any sanctions and regulations promulgated under authority granted by the Trading with the Enemy Act, 50 U.S.C. App. 1-44, as amended from time to time, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, as amended from time to time, the Iraqi Sanctions Act, Publ. L.No. 101-513; United Nations Participation Act, 22 U.S.C. § 287c, as amended from time to time, the International Security and Development Cooperation Act, 22 U.S.C. § 2349 aa-9, as amended from time to time, The Cuban Democracy Act, 22 U.S.C. §§ 6001-10, as amended from time to time, The Cuban Liberty and Democratic Solidarity Act, 18 U.S.C. §§ 2332d and 2339b, as amended from time to time, The Foreign Narcotics Kingpin Designation Act, Publ. L. No. 106-120, and The Countering America's Adversaries Through Sanctions Act, Publ. L. No. 115-44 – H.R. 3364 (all as amended from time to time), or any rules or regulations promulgated under any of the foregoing, or any orders relating to any of the foregoing, or (b) whether any person that is or is to be a party to any of the Transaction Document is (i) a person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224, (ii) a person that is owned or controlled by, or acting for or on behalf of, any person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224, (iii) a person with which any other person is prohibited from dealing or otherwise engaging in any transaction, (iv) a person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order No. 13224, (v) a person that is named as a "specially designated national" on the most current list published by OFAC, or (vi) a person who is affiliated or associated with any person described in the foregoing clauses (i) through (v), inclusive;

VI. as to whether the execution and delivery or other authentication of, the performance or observance of any provision of, or the consummation of any transactions contemplated by, the Transaction Document or any thereof constitutes a "covered transaction" subject to the jurisdiction of and review by The Committee on Foreign Investment in the United States pursuant to Section 721 of the Defense Production Act of 1950, as amended by the Foreign Investment and National Security of 2007, as amended by The Foreign Investment Risk Review Modernization Act of 2018, as any of the foregoing may be amended from time to time, or any related enabling legislation, or any rules or regulations promulgated under any of the foregoing, or any orders relating to any of the foregoing; or

VII. regarding compliance with fiduciary duty requirements.

We hereby consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement. In giving such consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission. The opinion so rendered may not be relied upon for any other purpose, or relied upon by any other person, firm, or entity for any purpose. This letter may not be paraphrased or summarized, nor may it be duplicated, quoted or reproduced in part.

Very truly yours,

/s/ Benesch, Friedlander, Coplan & Aronoff LLP
BENESCH, FRIEDLANDER,
COPLAN & ARONOFF LLP

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (FormS-8) pertaining to the Loar Holdings Inc. 2024 Equity Incentive Plan of our report dated April 2, 2024 (except Note 19, as to which the date is April 23, 2024), with respect to the consolidated financial statements of Loar Holdings LLC included in the Registration Statement (Form S-1 No. 333-283673) and related Prospectus of Loar Holdings Inc., filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Stamford, Connecticut

December 20, 2024

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference of our report dated September 10, 2024, with respect to the financial statements of Applied Avionics, Inc., as of and for the year ended December 27, 2023, included in this Registration Statement on Form S-8. We also consent to the reference to our firm under the heading “Experts” in the Registration Statement on Form S-1 (No. 333-283673) incorporated by reference in this Registration Statement.

/s/ Whitley Penn LLP

Fort Worth, Texas
December 20, 2024

**LOAR HOLDINGS INC.
INDUCEMENT OPTION AWARD AGREEMENT**

Loar Holdings Inc. (the “Company”) grants to the Participant named below (“you”) a Nonstatutory Stock Option to purchase the number of Shares set forth below (the “Option”), under this Inducement Option Award Agreement (“Agreement”).

Participant: [Name]

Type of Option: Nonstatutory Stock Option

Date of Grant: [Date]

Number of Shares []

Purchasable:

Exercise Price per Share:

\$ [] , which is the product of [] and the Fair Market Value as of the Grant Date

Original Expiration Date: The earlier of (i) [] years from the Grant Date or (ii) [] after the date of Separation from Service other than upon death, Disability or for Cause.

Vesting Schedule: The Option will become vested and exercisable according to the schedule below until the Option is 100% vested. The unvested portion of the Option will not be exercisable on or after the Participant’s Separation from Service.

[]

* *Any resultant fractional Options will not become exercisable and will instead be subject to the next applicable date.*

Exercise after Separation from Service:

Separation from Service for any reason other than Disability, death, or Cause any unexercisable portion of the Option expires immediately and any exercisable portion remains exercisable for [] after your Separation from Service for any reason other than Disability, death, or Cause.

Separation from Service due to Disability or death: any unexercisable portion of the Option expires immediately and any exercisable portion remains exercisable for [] after your Separation from Service due to your Disability or death.

Separation from Service for Cause: the entire Option, including any exercisable and unexercisable portion, expires immediately upon your Separation from Service for Cause.

Notwithstanding anything else in this Agreement, the Option may not be exercised after its expiration as set forth above.

OPTION TERMS

1. Grant of Option.

- (a) The Option is granted pursuant to an exception to shareholder approval providing for inducement grants under NYSE Listed Company Manual Section 303A.08 as a material inducement to you to commence employment with the Company pursuant to that certain offer letter between you and the Company entered into in connection with your employment with the Company and shall not be deemed to be granted under the Loar Holdings Inc. 2024 Equity Incentive Plan (the “Plan”). Notwithstanding the foregoing, the Option is subject in its entirety to the terms of the Plan. The terms of the Plan are incorporated into this Agreement by reference. Capitalized terms used by not defined in this Agreement shall have the meanings set forth in the Plan.
- (b) You must accept the terms of this Agreement within 10 business days after the Agreement is presented to you for review by returning a signed copy of this Agreement to the Company in accordance with such procedures as the Company may establish. You may not exercise any portion of the Option before you have accepted the terms of this Agreement. The Committee may unilaterally cancel and forfeit all or a portion of the Option if you do not timely accept the terms of this Agreement.

2. Exercise of Option.

- (a) Right to Exercise. The Option will be exercisable in accordance with the terms provided in the table above, and all the rest of the terms of this Agreement. The Option, to the extent exercisable, may be exercised in whole or in part. No Shares will be issued upon the exercise of the Option unless the issuance and exercise comply with all Applicable Laws. For income tax purposes, Shares will be considered transferred to you on the date you properly exercise the Option. Until you have properly exercised the Option and Shares have been delivered, you will not have any rights as a Stockholder for those Shares.
 - (b) Method of Exercise and Payment. You may exercise the Option by delivering an exercise notice in a form approved by the Company (the “Exercise Notice”). The Exercise Notice must state your election to exercise the Option, the number of Option Shares that are being purchased, and any other representations and agreements that may be required by the Company. Together with the Exercise Notice, you must tender payment of the aggregate Exercise Price for all Shares exercised and all applicable withholding and other taxes. The Option will be deemed to be exercised upon receipt by the Company of a fully executed Exercise Notice and payment of the aggregate Exercise Price and all applicable withholding and other taxes.
3. Method of Payment. If you elect to exercise the Option, you must pay the aggregate Exercise Price, as well as any applicable withholding or other taxes, in accordance with any of the payment methods set forth in Section 6.4(d) of the Plan (or any successor sections).

4. Restrictions on Exercise.

- (a) You may not exercise the Option if the issuance of Shares upon exercise or the method of payment for those Shares would constitute a violation of any Applicable Law or Company policy.
- (b) Any issuance of Shares under the Option may be effected on anon-certificated basis, to the extent not prohibited by Applicable Law.
- (c) If a certificate for Shares is delivered to you under the Option, the certificate may bear the following or a similar legend as determined by the Company:

The ownership and transferability of this certificate and the shares of stock represented hereby are subject to the terms (including forfeiture) of an option award agreement entered into between the registered owner and Loar Holdings Inc. Copies of such agreement are on file in the executive offices of Loar Holdings Inc.

In addition, any stock certificates for Shares will be subject to any stop-transfer orders and other restrictions as the Company may deem advisable under Applicable Law, and the Company may cause a legend or legends to be placed on any certificates to make appropriate reference to these restrictions. Unless otherwise determined by the Board, any shares of Common Stock acquired in respect of the Option will be subject to the lock-up restrictions as set forth in Section 10.20 of the Plan (and any successor terms).

5. Transferability. You may not transfer the Option in any manner other than by will or by the laws of descent and distribution and the Option may be exercised during your lifetime only by you.
6. Term of Option. You may not exercise the Option after it expires and you may only exercise the Option in accordance with this Agreement.
7. Taxes. Regardless of any action the Company may take that is related to any or all income tax, payroll tax, or other tax-related withholding under the Plan ("Tax-Related Items"), the ultimate liability for all Tax-Related Items owed by you is and will remain your responsibility. The Company (a) makes no representations or undertakings regarding the treatment of any Tax-Related Items and (b) does not commit to structure the terms of the Award to reduce or eliminate your liability for Tax-Related Items. You will be required to meet any applicable tax withholding obligation in accordance with the tax withholding terms of Section 10.5 of the Plan (and any successor terms). The Option is intended to be exempt from Section 409A, and this Agreement will be administered and interpreted consistently with that intent and with the terms of Section 10.16 of the Plan (and any successor terms).
8. Adjustment. Upon any event described in Section 4.2 of the Plan (or any successor section) occurring after the Grant Date, the adjustment terms of that section will apply to the Option.
9. Bound by Plan and Committee Decisions. By accepting the Option, you acknowledge that you have received a copy of the Plan and have had an opportunity to review the Plan, and you agree to be bound by all of the terms of the Plan. If there is any conflict between this Agreement and the Plan, the Plan will control. The authority to manage and control the operation and administration of this Agreement and the Plan is vested in the Committee. The Committee has all powers under this Agreement that it has under the Plan. Any interpretation of this Agreement or the Plan by the Committee and any decision made by the Committee related to the Agreement or the Plan will be final and binding on all Persons.
10. Regulatory and Other Limitations. Notwithstanding anything else in this Agreement, the Committee may impose conditions, restrictions, and limitations on the issuance of Shares under the Option unless and until the Committee determines that the issuance complies with (a) all registration requirements under the Securities Act, (b) all listing requirements of any securities exchange or similar entity on which the Shares are listed, (c) all Company policies and administrative rules, and (d) all Applicable Laws.
11. Miscellaneous.
 - (a) Notices. Any notice that may be required or permitted under this Agreement must be in writing and may be delivered personally, by intraoffice mail, or by electronic mail or via a postal service (postage prepaid) to the electronic mail or postal address and directed to the person as the receiving party may designate in writing.
 - (b) Waiver. The waiver by any party to this Agreement of a breach of any term of the Agreement will not operate or be construed as a waiver of any other or subsequent breach.
 - (c) Entire Agreement. This Agreement and the Plan constitute the entire agreement between you and the Company for the Option. Any prior agreement, commitment, or negotiation related to the Option is superseded.

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- (d) Binding Effect: Successors. The obligations and rights of the Company under this Agreement will be binding upon and inure to the benefit of the Company and any successor corporation or organization resulting from the merger, consolidation, sale, or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company. Your obligations and rights under this Agreement will be binding upon and inure to your benefit and the benefit of your beneficiaries, executors, administrators, heirs, and successors.
- (e) Governing Law: Jurisdiction: Waiver of Jury Trial. You acknowledge and expressly agree to the governing law terms of Section 10.9 of the Plan (and any successor terms) and the jurisdiction and waiver of jury trial terms of Section 10.10 of the Plan (and any successor terms).
- (f) Amendment. This Agreement may be amended at any time by the Committee, except that no amendment may, without your consent, materially impair your rights under the Option.
- (g) Severability. The invalidity or unenforceability of any term of the Plan or this Agreement will not affect the validity or enforceability of any other term of the Plan or this Agreement, and each other term of the Plan and this Agreement will be severable and enforceable to the extent permitted by Applicable Law.
- (h) No Rights to Service; No Impact on Other Benefits. Nothing in this Agreement will be construed as giving you any right to be retained in any position with the Company or its Affiliates. Nothing in this Agreement will interfere with or restrict the rights of the Company or its Affiliates—which are expressly reserved—to remove, terminate, or discharge you at any time for any reason whatsoever or for no reason, subject to the Company's certificate of incorporation, bylaws, and other similar governing documents and Applicable Law. Any value under the Option is not part of your normal or expected compensation for purposes of calculating any severance, retirement, welfare, insurance, or similar employee benefit. The grant of the Option does not create any right to receive any future awards.
- (i) Further Assurances. You must, upon request of the Company, do all acts and execute, deliver, and perform all additional documents, instruments, and agreements that may be reasonably required by the Company to implement this Agreement.
- (j) Clawback. All awards, amounts, and benefits received or outstanding under the Plan will be subject to clawback, cancellation, recoupment, rescission, payback, reduction, or other similar action in accordance with the terms of any Company clawback or similar policy or any Applicable Law related to such actions, as may be in effect from time to time. You acknowledge and consent to the Company's application, implementation, and enforcement of any applicable Company clawback or similar policy that may apply to you, whether adopted before or after the Grant Date (including the clawback terms contained in Section 10.21 of the Plan as of the Grant Date (and any successor terms)), and any term of Applicable Law relating to clawback, cancellation, recoupment, rescission, payback, or reduction of compensation, and the Company may take such actions as may be necessary to effectuate any such policy or Applicable Law, without further consideration or action.
- (k) Electronic Delivery and Acceptance. The Company may deliver any documents related to current or future participation in the Plan by electronic means. You consent to receive those documents by electronic delivery and to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.
12. Your Representations. You represent to the Company that you have read and fully understand this Agreement and the Plan and that your decision to participate in the Plan is completely voluntary. You also acknowledge that you are relying solely on your own advisors regarding the tax consequences of the Option.

By signing below, you are agreeing that your electronic signature is the legal equivalent of a manual signature on this Agreement and you are agreeing to all of the terms of this Agreement, as of the Grant Date.

Participant Signature:

Calculation of Filing Fee Tables

Form S-8
(Form Type)

Loar Holdings Inc.
(Exact Name of Registrant as Specified in Its Charter)

Table 1: Newly Registered Securities

	Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered ⁽¹⁾	Proposed Maximum Offering Price Per Unit ⁽²⁾	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Newly Registered Securities								
Fees to Be Paid	Equity	Common stock, \$0.01 par value per share	Other	68,000 ⁽³⁾	\$74.17	\$ 5,043,560	0.00015310	\$ 772.17
	Total Offering Amounts					\$ 5,043,560		\$ 772.17
	Total Fee Offsets							—
	Net Fee Due							\$ 772.17

- (1) Pursuant to Rule 416 under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement shall also cover any additional shares of common stock which may become issuable by reason of any stock dividend, stock split, recapitalization or any other similar transaction effected without the receipt of consideration which results in an increase in the number of shares of outstanding common stock.
- (2) Estimated in accordance with paragraphs (c) and (h) of Rule 457 promulgated under the Securities Act solely for the purpose of calculating the registration fee on the basis of the the average of the high and low sale prices of the common stock on the New York Stock Exchange on December 19, 2024, a date that is within five business days prior to filing.
- (3) Represents shares of Common Stock issuable pursuant to an inducement option award granted on December 16, 2024 to three new employees in accordance with Section 303A.08 of the NYSE Listed Company Manual, as a material inducement to him entering into employment with the Registrant.