UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2025

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____, ____ to _____, ____

Commission File Number: 001-42030

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)**

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.01 per share	LOAR	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, 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	☐	Accelerated filer	☐
Non-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 13(a) of the Exchange Act. Yes ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of November 4, 2025, the registrant had 93,622,471 shares of common stock, $0.01 par value per share, outstanding.

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PART I—FINANCIAL INFORMATION

Item 1. Financial Statements

Loar Holdings Inc.

Condensed Consolidated Balance Sheets
(Unaudited, in thousands except share amounts)

	September 30, 2025	December 31, 2024
Assets		
Current assets:		
Cash and cash equivalents	$ 98,955	$ 54,066
Accounts receivable, net	78,571	63,834
Inventories	105,471	92,639
Other current assets	10,891	9,499
Income taxes receivable	1,588	632
Total current assets	295,476	220,670
Property, plant and equipment, net	78,107	76,605
Finance lease assets	1,963	2,171
Operating lease assets	5,856	5,584
Other long-term assets	22,604	17,389
Intangible assets, net	424,459	434,662
Goodwill	705,581	693,537
Total assets	$ 1,534,046	$ 1,450,618
Liabilities and equity		
Current liabilities:		
Accounts payable	$ 17,653	$ 12,086
Current portion of finance lease liabilities	261	232
Current portion of operating lease liabilities	699	603
Income taxes payable	2,622	1,984
Accrued expenses and other current liabilities	28,648	26,901
Total current liabilities	49,883	41,806
Deferred income taxes	34,361	32,892
Long-term debt, net	279,357	277,293
Finance lease liabilities	2,967	3,170
Operating lease liabilities	5,347	5,136
Other long-term liabilities	1,935	1,816
Total liabilities	373,850	362,113
Commitments and contingencies		
Equity:		
Preferred stock, $0.01 par value, 1,000,000 shares authorized, and no shares issued or outstanding	—	—
Common stock, $0.01 par value, 485,000,000 shares authorized; 93,622,471 and 93,556,071 issued and outstanding at September 30, 2025 and December 31, 2024, respectively	936	936
Additional paid-in capital	1,120,701	1,108,225
Retained earnings (accumulated deficit)	39,075	(20,560)
Accumulated other comprehensive loss	(516)	(96)
Total equity	1,160,196	1,088,505
Total liabilities and equity	$ 1,534,046	$ 1,450,618

The accompanying notes are an integral part of these condensed consolidated financial statements.

Loar Holdings Inc.

Condensed Consolidated Statements of Net Income
(Unaudited, in thousands except per share amounts)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Net sales	$ 126,751	$ 103,519	$ 364,533	$ 292,378
Cost of sales	59,973	50,615	171,850	147,515
Gross profit	66,778	52,904	192,683	144,863
Selling, general and administrative expenses	35,758	30,186	105,758	80,362
Transaction expenses	1,846	1,444	4,290	2,549
Other (expense) income, net	(154)	1,574	(154)	4,441
Operating income	29,020	22,848	82,481	66,393
Interest expense, net	6,012	9,962	18,952	38,332
Refinancing costs	—	—	—	1,645
Income before income taxes	23,008	12,886	63,529	26,416
Income tax benefit (provision)	4,598	(4,230)	(3,894)	(7,870)
Net income	$ 27,606	$ 8,656	$ 59,635	$ 18,546
Net income per common share:				
Basic	$ 0.29	$ 0.10	$ 0.64	$ 0.21
Diluted	$ 0.29	$ 0.09	$ 0.62	$ 0.20
Weighted average common shares outstanding:				
Basic	93,622	89,704	93,588	88,722
Diluted	95,875	91,931	95,912	90,755

The accompanying notes are an integral part of these condensed consolidated financial statements.

Loar Holdings Inc.

Condensed Consolidated Statements of Comprehensive Income
(Unaudited, in thousands)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Net income	$ 27,606	$ 8,656	$ 59,635	$ 18,546
Cumulative translation adjustments, net of tax	(21)	(52)	(420)	152
Comprehensive income	$ 27,585	$ 8,604	$ 59,215	$ 18,698

The accompanying notes are an integral part of these condensed consolidated financial statements.

Loar Holdings Inc.

Condensed Consolidated Statements of Equity
(Unaudited, in thousands)

	Loar Holdings Inc. Stockholders' Equity					
	Common Stock					
	Shares	Amount	Additional Paid-in Capital	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Loss	Total Equity
Balance, January 1, 2025	93,556	$ 936	$ 1,108,225	$ (20,560)	$ (96)	$ 1,088,505
Net income	—	—	—	15,316	—	15,316
Stock-based compensation	—	—	3,089	—	—	3,089
Cumulative translation adjustments, net of tax	—	—	—	—	(256)	(256)
Balance, March 31, 2025	93,556	936	1,111,314	(5,244)	(352)	1,106,654
Net income	—	—	—	16,713	—	16,713
Stock-based compensation	—	—	3,650	—	—	3,650
Exercise of stock options	66	—	1,859	—	—	1,859
Cumulative translation adjustments, net of tax	—	—	—	—	(143)	(143)
Balance, June 30, 2025	93,622	936	1,116,823	11,469	(495)	1,128,733
Net income	—	—	—	27,606	—	27,606
Stock-based compensation	—	—	3,878	—	—	3,878
Exercise of stock options	—	—	—	—	—	-
Cumulative translation adjustments, net of tax	—	—	—	—	(21)	(21)
Balance, September 30, 2025	93,622	$ 936	$ 1,120,701	$ 39,075	$ (516)	$ 1,160,196

The accompanying notes are an integral part of these condensed consolidated financial statements.

Loar Holdings Inc.

Condensed Consolidated Statements of Equity
(Unaudited, in thousands)

	Loar Holdings, LLC and Subsidiaries (Prior to Corporate Conversion)	Loar Holdings Inc. Stockholders' Equity					
		Common Stock					
	Member's Equity	Shares	Amount	Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income	Total Equity
Balance, January 1, 2024	$ 418,141	—	$ —	$ —	$ —	$ —	$ 418,141
Net income	2,249	—	—	—	—	—	2,249
Stock-based compensation	87	—	—	—	—	—	87
Cumulative translation adjustments, net of tax	168	—	—	—	—	—	168
Balance, March 31, 2024	420,645	—	—	—	—	—	420,645
Stock-based compensation prior to Corporate Conversion	1,111	—	—	—	—	—	1,111
Reclassification of members equity upon Corporate Conversion	40,531	—	—	—	(40,542)	11	—
Effect of the Corporate Conversion	(462,287)	77,000	770	461,517	—	—	—
Issuance of common stock sold in initial public offering, net of offering costs	—	12,650	126	325,605	—	—	325,731
Issuance of common stock to Directors under the 2024 Equity Incentive Plan	—	54	1	1,349	—	—	1,350
Net income	—	—	—	—	7,641	—	7,641
Stock-based compensation	—	—	—	1,926	—	—	1,926
Cumulative translation adjustments, net of tax	—	—	—	—	—	36	36
Balance, June 30, 2024	—	89,704	897	790,397	(32,901)	47	758,440
Common stock offering costs	—	—	—	(324)	—	—	(324)
Net income	—	—	—	—	8,656	—	8,656
Stock-based compensation	—	—	—	3,094	—	—	3,094
Cumulative translation adjustments, net of tax	—	—	—	—	—	(52)	(52)
Balance, September 30, 2024	$ —	89,704	$ 897	$ 793,167	$ (24,245)	$ (5)	$ 769,814

The accompanying notes are an integral part of these condensed consolidated financial statements.

Loar Holdings Inc.

Condensed Consolidated Statements of Cash Flows
(Unaudited, in thousands)

	Nine Months Ended September 30, 2025	2024
Operating Activities		
Net income	$ 59,635	$ 18,546
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	8,874	8,183
Amortization of intangibles and other long-term assets	29,060	22,249
Amortization of debt issuance costs	670	931
Recognition of inventory step-up	45	276
Stock-based compensation	10,617	7,568
Deferred income taxes	(2,753)	(141)
Non-cash lease expense	451	438
Refinancing costs	—	1,645
Adjustment to contingent consideration liability	—	(2,856)
Changes in assets and liabilities:		
Accounts receivable	(13,276)	(4,331)
Inventories	(9,559)	(13,694)
Other assets	(7,399)	(4,455)
Accounts payable	4,430	2,825
Income taxes payable	204	109
Accrued expenses and other current liabilities	1,278	(1,513)
Environmental liabilities	—	(1,145)
Operating lease liabilities	(420)	(392)
Net cash provided by operating activities	81,857	34,243
Investing Activities		
Capital expenditures	(7,493)	(6,406)
Proceeds from sale of fixed assets	—	322
Payments for acquisitions, net of cash acquired	(32,813)	(383,222)
Net cash used in investing activities	(40,306)	(389,306)
Financing Activities		
Net proceeds from issuance of common stock	—	325,408
Proceeds from exercise of stock options	1,859	—
Proceeds from issuance of long-term debt	1,500	360,000
Payments of long-term debt	—	(287,881)
Financing costs and other, net	—	(8,876)
Payments of finance lease liabilities	(173)	(137)
Net cash provided by financing activities	3,186	388,514
Effect of translation adjustments on cash and cash equivalents	152	239
Net increase in cash and cash equivalents	44,889	33,690
Cash and cash equivalents, beginning of period	54,066	21,489
Cash and cash equivalents, end of period	$ 98,955	$ 55,179
Supplemental information		
Interest paid during the period, net of capitalized amounts	$ 19,399	$ 37,495
Income taxes paid during the period, net	$ 7,676	$ 7,925

The accompanying notes are an integral part of these condensed consolidated financial statements.

Loar Holdings Inc.

Notes to Condensed Consolidated Financial Statements

1. Organization

Prior to April 16, 2024, Loar Holdings Inc. (the Company) operated as a Delaware limited liability company under the name Loar Holdings, LLC. On April 16, 2024, the Company converted to a Delaware corporation and changed its name to Loar Holdings Inc. (the Corporate Conversion). In the Corporate Conversion, all of the equity interests of the Company outstanding as of the date thereof were converted into shares of common stock. Specifically, holders of Loar Holdings, LLC units received 377,450.980392157 shares of common stock of Loar Holdings Inc. for each unit of Loar Holdings, LLC. The purpose of the Corporate Conversion was to reorganize the Company's structure in advance of the public offering of common stock so that the entity offering the common stock to the public in the offering was a corporation rather than a limited liability company, so that the existing investors and new investors in the offering would own the Company's common stock rather than equity interests in a limited liability company.

The registration statement related to the Company's initial public offering (IPO) was declared effective on April 24, 2024, and the Company's common stock began trading on the New York Stock Exchange on April 25, 2024. On April 29, 2024, the Company completed its IPO for the sale of 12.6 million shares of common stock, $0.01 par value per share, at a public offering price of $28.00 per share. The Company received net proceeds from the IPO of approximately $325.4 million after deducting underwriting discounts, commissions, and other offering costs of $28.8 million.

On December 12, 2024, the Company completed a follow-on offering in which it issued 3,852,500 shares of common stock at a price of $85.00 per share (Follow-on Offering). The Company received net proceeds from the offering of approximately $311.6 million after deducting underwriting discounts, commissions, and other offering costs of $16.0 million.

In connection with a secondary offering of shares by existing shareholders in May 2025, the Company paid certain fees and expenses, totaling $0.9 million, which were included in transaction expenses in the Company's condensed consolidated statements of net income for the nine months ended September 30, 2025. The Company did not receive any proceeds from this offering.

2. Basis of Presentation

As used in this Quarterly Report on Form 10-Q, unless expressly stated otherwise or the context otherwise requires, the terms "Loar," the "Company," "we," "us" and "our" refer to Loar Holdings Inc. and its subsidiaries, collectively.

Principles of Consolidation

The financial information included herein is unaudited; however, the information reflects all adjustments (consisting of normal recurring adjustments) that are, in the opinion of management, necessary for a fair presentation of the Company's condensed consolidated financial statements for the interim periods presented. These financial statements and notes should be read in conjunction with the financial statements and related notes for the year ended December 31, 2024 included in Loar Holdings Inc.'s Annual Report on Form 10-K filed on March 31, 2025. As disclosed therein, the Company's annual consolidated financial statements were prepared in conformity with generally accepted accounting principles in the United States (GAAP). Certain information and footnote disclosures normally included in financial statements prepared in accordance with GAAP have been omitted pursuant to the rules and regulations of the United States Securities and Exchange Commission (SEC). The December 31, 2024 condensed consolidated balance sheet was derived from Loar Holdings Inc.'s audited financial statements for the year then-ended. The results of operations for the three and nine months ended September 30, 2025 are not necessarily indicative of the results to be expected for the full year.

Reclassifications

Reclassification has been made to the prior year's condensed consolidated statement of cash flows to conform with the current year's presentation. These reclassifications have resulted in no changes to the Company's condensed consolidated results of operations, financial position or operating or total cash flows.

Recent Accounting Pronouncements

In December 2023, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which requires a public business entity to disclose specific categories in its annual effective tax rate reconciliation and provide disaggregated information about significant reconciling items by jurisdiction and by nature. The ASU also requires entities to disclose their income tax payments (net of refunds) to international, federal, and state and local jurisdictions. The standard makes several other changes to income tax disclosure requirements. This standard is effective for annual periods beginning after December 15, 2024, and requires prospective application with the option to apply it retrospectively. The adoption of this guidance will not affect the Company's consolidated results of operations, financial position or cash flows, and the Company is currently evaluating the standard to determine its impact on the Company's disclosures.

In November 2024, the FASB issued ASU 2024-03, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Sub Topic 220-40): Disaggregation of Income Statement Expenses* . The guidance requires disaggregated information about certain income statement costs and expenses for public entities. The ASU does not change the expense captions an entity presents on the face of the income statement; rather, it requires disaggregation of certain expense captions into specified categories within the notes to the financial statements. This ASU is effective for fiscal years beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027. The Company is currently evaluating the impact of the new guidance on its consolidated financial statements.

3. Acquisition

Beadlight Ltd.

On July 28, 2025, the Company completed the acquisition of Beadlight Ltd. (Beadlight) for £24.6 million ($32.8 million). Beadlight designs, develops, and manufactures illumination solutions, air filtration systems, and human-machine interface products from its facility in Witney, England. The purchase price was paid by the Company with cash on hand.

The total purchase price was allocated to the underlying assets acquired and liabilities assumed based upon the estimated fair values at the date of acquisition in accordance with Accounting Standards Codification (ASC) 805, *Business Combinations*. The excess of the purchase price over the fair value of the net identifiable tangible and intangible assets acquired was allocated to goodwill. The goodwill recognized for the acquisition is not deductible for tax purposes.

The results of operations of Beadlight are included in the Company's condensed consolidated financial statements for the period subsequent to the completion of the acquisition.

Pro forma net sales and income before income taxes for the acquisition, had it occurred as of January 1, 2024, are not material and, accordingly, are not provided.

Applied Avionics, Inc.

On August 26, 2024, the Company acquired 100% of the membership interests of Applied Avionics, LLC, a Delaware LLC (AAI), which was formerly known as Applied Avionics, Inc. from AAI Holdings, Inc., a Delaware corporation (AAI Parent) for $383.5 million in cash. AAI Parent is owned by certain individual shareholders thereof, including certain members of AAI's management team. Incorporated in 1968, AAI designs, develops, and manufactures highly engineered avionics interface solutions.

The total purchase price was allocated to the underlying assets acquired and liabilities assumed based upon the estimated fair values at the date of acquisition in accordance with Accounting Standards Codification (ASC) 805, *Business Combinations*. The following table summarizes the purchase price allocation of the estimated fair values of the assets acquired and the liabilities assumed at the transaction date (in thousands):

Assets acquired:		
Current assets	$	7,169
Property, plant and equipment		6,996
Intangible assets		152,100
Goodwill		219,301
Deferred income taxes		2,026
Total assets acquired		387,592
Liabilities assumed:		
Current liabilities		4,043
Total liabilities assumed		4,043
Net assets acquired	$	383,549

Inventory was recorded at its estimated fair value, which represented an amount equivalent to estimated selling price less fulfillment costs and a normative selling profit. The increase in fair value of inventory from the acquisition was approximately $1.1 million, which was recognized in cost of goods sold during the year ended December 31, 2024.

Goodwill is primarily attributable to the assembled workforce and expected synergies with other acquired companies, combined with the industry operating expertise of management. These are among the factors that contributed to a purchase price that resulted in the recognition of goodwill. Goodwill is deductible for tax purposes.

The results of operations of AAI are included in the Company's condensed consolidated financial statements for the period subsequent to the completion of the acquisition.

Pro forma financial information

Had the acquisition of AAI occurred as of January 1, 2023, net sales on a pro forma basis for the three and nine months ended September 30, 2024 would have been $109.7 million and $320.5 million, respectively. Additionally, income before income taxes on a pro forma basis would have been $7.0 million and $6.9 million for the three and nine months ended September 30, 2024, respectively. The pro forma results are not necessarily indicative of the operating results that would have occurred had the acquisition been effective January 1, 2023, nor are they intended to be indicative of results that may occur in the future. The underlying pro forma information includes the historical financial results of the Company and the acquired business adjusted for certain items. The pro forma information for the three and nine months ended September 30, 2024 includes $1.6 million and $6.4 million, respectively, of amortization of acquired intangible assets resulting from the preliminary purchase price allocation. Interest expense has been adjusted as though the debt incurred to finance the AAI acquisition had been outstanding at January 1, 2023. The pro forma interest expense adjustment for the three and nine months ended September 30, 2024 was $6.2 million and $24.6 million, respectively. The pro forma information does not include the effects of any synergies, cost reduction initiatives or anticipated integration costs related to the acquisition.

4. Revenue Recognition

All revenue recognized in the condensed consolidated statements of net income is considered to be revenue from contracts with customers.

Revenue is recognized in an amount that reflects the consideration the Company expects to be entitled to in exchange for those goods or services when control of the promised good or service is transferred to the customer. Substantially all of the Company's revenue from contracts with customers is recognized at a point in time, which is generally upon shipment of goods to the customer.

The Company sells specialty aerospace components based on a customer purchase order, which generally includes a fixed price per unit. The Company satisfies the single performance obligation generally upon shipment of the goods, as this is when contractual control transfers to the customer and recognizes revenue at that point in time. Total revenues do not include taxes, such as sales tax or value-added tax, which are assessed by governmental authorities and collected by the Company.

Products are covered by a standard assurance warranty, that generally is for a period of 25 days to two years depending on the customer, which promises that delivered products conform to contract specifications. The Company does not offer refunds or accept returns, unless related to a defect or warranty related matter. The Company does not sell extended warranties and does not provide warranties outside of fixing defects that existed at the time of sale. As such, warranties are accounted for under ASC 460, *Guarantees* and not as a separate performance obligation.

Customers generally have payment terms between 30 and 90 days from the satisfaction of the performance obligations. As a practical expedient, the Company does not adjust the amount of consideration for a financing component, as the period between the transfer of goods or services and the customer's payment is, at contract inception, expected to be one year or less.

Net sales by end-market were as follows (in thousands):

	Three Months Ended September 30,					
	2025			2024		
	OEM Net Sales	Aftermarket Net Sales	Total Net Sales	OEM Net Sales	Aftermarket Net Sales	Total Net Sales
Commercial Aerospace	$ 20,659	$ 38,169	$ 58,828	$ 15,824	$ 29,058	$ 44,882
Business Jet and General Aviation	19,859	12,738	32,597	19,911	10,121	30,032
Total Commercial	40,518	50,907	91,425	35,735	39,179	74,914
Defense	13,752	15,032	28,784	10,152	11,810	21,962
Non-Aerospace	3,315	3,227	6,542	2,976	3,667	6,643
Total	$ 57,585	$ 69,166	$ 126,751	$ 48,863	$ 54,656	$ 103,519

	Nine Months Ended September 30,					
	2025			2024		
	OEM Net Sales	Aftermarket Net Sales	Total Net Sales	OEM Net Sales	Aftermarket Net Sales	Total Net Sales
Commercial Aerospace	$ 56,163	$ 105,408	$ 161,571	$ 46,316	$ 81,101	$ 127,417
Business Jet and General Aviation	57,177	36,440	93,617	53,556	29,253	82,809
Total Commercial	113,340	141,848	255,188	99,872	110,354	210,226
Defense	39,810	49,227	89,037	26,793	32,681	59,474
Non-Aerospace	8,836	11,472	20,308	10,727	11,951	22,678
Total	$ 161,986	$ 202,547	$ 364,533	$ 137,392	$ 154,986	$ 292,378

Contract Liabilities

Contract liabilities, or deferred revenue, represent payments received in advance of the satisfaction of performance under the contract. The Company receives payments from customers based on established terms. The Company's contract liabilities consisted of the following (in thousands):

	September 30, 2025	December 31, 2024
Contract liabilities, current [1]	$ 3,695	$ 4,159
Contract liabilities, long-term	—	—
Total	$ 3,695	$ 4,159

(1) Included in accrued expenses and other current liabilities on the condensed consolidated balance sheets.

During the three and nine months ended September 30, 2025, the Company recognized approximately $0.1 million and $3.7 million, respectively, of revenue that was included in the contract liability balance at December 31, 2024. The Company had no material contract assets at September 30, 2025 and December 31, 2024.

5. Inventories

Inventories consisted of the following (in thousands):

	September 30, 2025	December 31, 2024
Raw materials	$ 40,840	$ 39,162
Work-in-process	38,711	29,797
Finished goods	25,920	23,680
Total	$ 105,471	$ 92,639

6. Property, Plant and Equipment

Property, plant and equipment consisted of the following (in thousands):

	September 30, 2025	December 31, 2024
Land	$ 16,117	$ 15,411
Buildings and improvements	37,793	35,504
Machinery, equipment, furniture and fixtures	93,465	86,297
Total	147,375	137,212
Less: accumulated depreciation and amortization	(69,268)	(60,607)
Total	$ 78,107	$ 76,605

There were no sales of property, plant and equipment during the three and nine months ended September 30, 2025.

7. Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following (in thousands):

	September 30, 2025	December 31, 2024
Compensation and related benefits	$ 13,493	$ 14,162
Contract liabilities	3,695	4,159
Other	11,460	8,580
Total	$ 28,648	$ 26,901

8. Long-Term Debt

The Company's debt consisted of the following (in thousands):

	September 30, 2025	December 31, 2024
Credit agreement term loans	$ 281,366	$ 281,366
West Virginia Economic Development Authority notes	1,500	—
Total debt	282,866	281,366
Less: unamortized debt issuance costs	(3,509)	(4,073)
Total net debt	279,357	277,293
Less: current portion	—	—
Long-term debt, net	$ 279,357	$ 277,293

The Company's long-term debt at September 30, 2025 consisted of borrowings under its Credit Agreement, dated as of October 2, 2017, as amended from time to time (Credit Agreement). The Credit Agreement is secured by substantially all of the assets of the Company.

Credit Agreement

On March 26, 2024, the Credit Agreement was amended to extend the termination date of the delayed draw term loan commitment by approximately nine months, extending it from April 1, 2024 to December 31, 2024.

On April 10, 2024, the Company amended the Credit Agreement to permit certain non-pro rata open market purchases of term loans pursuant to open market purchases. In addition, the Company also entered into that certain Master Open Market Purchase Agreement, by and between affiliates of lender and the Company (Master Open Market Purchase Agreement) to repurchase term loans on a non-pro rata basis subject to certain conditions as set forth therein.

On May 3, 2024, the Company used a portion of the net proceeds from its IPO to voluntarily repay $284.6 million aggregate principal amount of term loans under the Credit Agreement plus accrued interest of $0.3 million. The Company wrote off $0.8 million in unamortized debt issuance costs and expensed $0.8 million in refinancing costs associated with the amendment of the Credit Agreement.

On May 10, 2024, the Credit Agreement was amended to extend the maturity date to May 10, 2030 from April 2, 2026 and reduce the applicable margin by between 2.0 and 2.5 percentage points based on the Company's leverage ratio. At the Company's election, interest on loans will accrue at the SOFR rate plus the applicable margin of 4.75% or at the base rate plus the applicable margin of 3.75% as long as the Company maintains a leverage ratio of less than 5.5 to 1. The Company also increased the existing availability under its delayed draw term loan commitment to $100 million, which terminates if not drawn upon by May 10, 2026. In addition, the existing revolving line of credit under the Credit Agreement was replaced with a new revolving credit commitment of $50 million. The unused portion of the revolving line of credit carries a commitment fee of 0.375%. Loans outstanding under the revolving line of credit, if any, mature on May 10, 2029.

On August 26, 2024, the Credit Agreement was amended to make available to the Company an incremental term loan in an aggregate principal amount equal to $360 million for purposes of (i) paying a portion of the consideration payable by it pursuant to the terms of that certain purchase agreement (Purchase Agreement) pursuant to which the Company agreed to purchase from AAI Parent all the issued and outstanding equity interests of AAI, (ii) paying fees and expenses incurred in connection with the foregoing, and (iii) otherwise to fund working capital and general corporate purposes.

On December 17, 2024, the Company used the net proceeds from its Follow-on Offering and cash from operations to repay $330.0 million aggregate principal amount of term loans under its Credit Agreement plus accrued interest of $1.5 million. The Company wrote off $4.8 million in unamortized debt issuance costs.

On March 7, 2025, in connection with the pending acquisition of LMB Fans & Motors (LMB) which was expected to close in the third quarter of 2025, and is currently expected to close in the fourth quarter of 2025, the Company entered into the Commitment Letter (as amended and restated) pursuant to which Blackstone Credit has committed, subject to the satisfaction of customary conditions, to provide the Company with the Incremental Loan Facility in an amount equal to the U.S. dollar equivalent of €400.0 million. The loans under the Incremental Loan Facility will mature on the same date, will amortize, and will bear the same interest rate as the existing term loans outstanding under the Credit Agreement.

On August 1, 2025, the Credit Agreement was amended to reduce the applicable margin by 0.5%. At the Company's election, interest on loans will accrue at the SOFR rate plus the applicable margin of 4.25% or at the base rate plus the applicable margin of 3.25% as long as the Company maintains a leverage ratio of less than 5.5 to 1.

The Credit Agreement requires the maintenance of a quarterly leverage ratio. There are also certain non-financial covenants in place limiting us from, among other things, incurring other indebtedness, creating any liens on our properties, entering into merger or consolidation transactions, disposing of all or substantially all of our assets and payment of certain dividends and distributions. The Company was in compliance with all financial and non-financial covenants of the Credit Agreement as of September 30, 2025.

The Credit Agreement requires mandatory prepayments of the principal amount if there is excess cash flow, as defined, during a calendar year.

The Credit Agreement permits voluntary principal prepayments, in whole or in part, with no premium for any prepayments made. Any voluntary loan prepayments are applied to reduce future scheduled installments of principal in the order specified by the Company, or if the Company does not specify, the prepayment is applied to reduce the scheduled installments of principal in direct order of maturity. During the year ended December 31, 2024, the Company made voluntary prepayments of $614.6 million. The prepayments exceeded the quarterly mandatory principal payments for the remainder of the term loan. Accordingly, the next term loan principal payment is due on May 10, 2030. There were no voluntary prepayments made under the Credit Agreement during the three and nine months ended September 30, 2025

At September 30, 2025, there was $281.4 million outstanding under the Credit Agreement, and there remained availability of $100.0 million in delayed draw term loan commitments and $50.0 million in revolving line of credit.

West Virginia Economic Development Authority Loan Agreement

On July 8, 2025, the Company, through its wholly-owned subsidiary, SMR Acquisition LLC, entered into an agreement with the West Virginia Economic Development Authority (WVEDA) for a $1.5 million performance-based forgivable note. This note was made under an aggregate commitment agreement of $5.5 million. The loan will be forgiven in whole or in part if the Company meets the performance requirements, which include capital investments and minimum employment levels during the three years ended July 8, 2028. Under the terms of the agreement, during the three years ended July 8, 2028, principal payments and interest are deferred. Achievement of the performance requirements will result in any principal and interest amounts being fully forgiven. If the performance requirements are not achieved, on July 8, 2028 the note will convert to a term loan which is payable ratably over a term of twenty-four months and bears interest at the July 8, 2028 prime rate plus 2%. If the performance objectives are partially achieved, a portion of the note which is equivalent to the achieved percentage will be forgiven, and the remainder will be converted to a term loan payable under the terms described above.

9. Fair Value of Financial Instruments

The Company's financial instruments consist primarily of cash and cash equivalents, accounts receivable, accounts payable, finance leases and debt. The carrying amounts of all financial instruments reported on the condensed consolidated balance sheets at September 30, 2025 and December 31, 2024 are considered to approximate fair value either due to the relatively short period of time between the origination of these financial instruments and their expected realization, or the interest rates associated with the debt obligations approximate current market rates.

10. Commitments and Contingencies

There are various lawsuits and claims pending against the Company incidental to its business. Although the final results in such suits and proceedings cannot be predicted with certainty, in the opinion of management, the ultimate liability, if any, will not have a material impact on the condensed consolidated financial statements.

Pending Acquisition

On March 7, 2025, following completion of the works council consultation process required under French Law, the Company entered into a purchase agreement to acquire 100% of the shares of LMB for €365 million (the Base Purchase Price) plus the assumption of net debt. Net debt is payable in cash at closing. Following execution of the purchase agreement, the Company has entered into agreements to extend the long stop date to December 31, 2025 and to increase the Base Purchase Price to €370 million. LMB is a global specialty player in the design and production of customized high-performance fans and motors. The transaction is expected to close in the fourth quarter of 2025 shortly after receiving requisite regulatory approvals and is subject to customary closing conditions.

The acquisition will be financed through additional borrowings under the Company's existing Credit Agreement and cash on hand. In connection with the acquisition, we entered into an incremental term facility commitment letter with Blackstone Credit (the Commitment Letter (as amended and restated)), pursuant to which Blackstone Credit has committed, subject to the satisfaction of customary conditions, to provide us with an incremental term loan facility in an amount equal to the U.S. dollar equivalent of €400.0 million (the Incremental Loan Facility). The loans under the Incremental Loan Facility will mature on the same date, will amortize, and will bear the same interest rate as the existing term loans outstanding under the Credit Agreement.

11. Net Income per Common Share

Net income per common share was computed as follows (in thousands, except net income per share amounts):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Net income	$ 27,606	$ 8,656	$ 59,635	$ 18,546
Denominator for basic and diluted earnings per common share:				
Weighted-average common shares outstanding - basic	93,622	89,704	93,588	88,722
Effect of dilutive common shares	2,253	2,227	2,324	2,033
Weighted average common shares outstanding—diluted	95,875	91,931	95,912	90,755
Net income per common shares—basic	$ 0.29	$ 0.10	$ 0.64	$ 0.21
Net income per common shares—diluted	$ 0.29	$ 0.09	$ 0.62	$ 0.20

12. Income Taxes

At the end of each quarter, the Company makes an estimate of its annual effective income tax rate. The estimate used in the year-to-date period may change in subsequent periods.

On July 4, 2025, the One Big Beautiful Bill Act ("OBBBA") was signed into law. The OBBBA makes permanent key elements of the Tax Cuts and Jobs Act, including 100% bonus depreciation, domestic research cost expensing, and the business interest expense limitation. ASC 740, *Income Taxes*, requires the effects of changes in tax rates and laws on deferred tax balances to be recognized in the period in which the legislation is enacted. The changes to the business interest expense limitation allow the Company to utilize its interest expense carryover, resulting in a release of the valuation allowance currently recorded. Consequently, as of the date of

enactment, and during the three and nine months ended September 30, 2025, the Company recognized a discrete tax benefit of $11.4 million from the release of its valuation allowance, partially offset by indirect tax effects of $1.4 million.

During the three months ended September 30, 2025 and 2024, the effective income tax rates were (20.0)% and 32.8%, respectively. The 2025 effective tax rate decreased when compared to 2024, primarily due to the impact from enactment of the OBBBA during the three months ended September 30, 2025.

During the nine months ended September 30, 2025 and 2024, the effective income tax rates were 6.1% and 29.8%, respectively. The decrease in the effective tax rate was primarily due to the impact from enactment of the OBBBA.

The Company's effective income tax rate for the nine-month period ended September 30, 2025 was lower than the federal statutory tax rate of 21% primarily due to enactment of the OBBBA.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion in conjunction with our condensed consolidated financial statements including the related notes thereto, included elsewhere in this Quarterly Report on Form 10-Q.

This Quarterly Report on Form 10-Q contains both historical information and, "forward-looking statements" within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended (the Exchange Act), and 27A of the Securities Act of 1933, as amended. All statements other than statements of historical fact included that address activities, events or developments that we expect, believe or anticipate will or may occur in the future are forward-looking statements, including, in particular, the statements about our plans, objectives, strategies and prospects regarding, among other things, our financial condition, results of operations and business. We have identified some of these forward-looking statements with words like "believe," "may," "will," "should," "expect," "intend," "plan," "predict," "anticipate," "estimate" or "continue" and other words and terms of similar meaning. These forward-looking statements may be contained throughout this Quarterly Report on Form 10-Q. These forward-looking statements are based on current expectations about future events affecting us and are subject to uncertainties and factors relating to, among other things, our operations and business environment, all of which are difficult to predict and many of which are beyond our control. Many factors mentioned in our discussion in this Quarterly Report on Form 10-Q, including the risks outlined under "Risk Factors," will be important in determining future results. Although we believe that the expectations reflected in these forward-looking statements are reasonable, we do not know whether our expectations will prove correct. They can be affected by inaccurate assumptions we might make or by known or unknown risks and uncertainties, including those described under "Risk Factors" in Part II, Item 1A of this Quarterly Report on Form 10-Q and in Part I, Item 1A, "Risk Factors," of the Annual Report on Form 10-K. Since our actual results, performance or achievements could differ materially from those expressed in, or implied by, these forward-looking statements, we cannot give any assurance that any of the events anticipated by these forward-looking statements will occur or, if any of them does occur, what impact they will have on our business, results of operations and financial condition. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date they are made. We do not undertake any obligation to update these forward-looking statements, or the risk factors contained in this Quarterly Report on Form 10-Q, to reflect new information, future events or otherwise, except as may be required under federal securities laws.

Important factors that could cause actual results to differ materially from the forward-looking statements made in this Quarterly Report on Form 10-Q include but are not limited to: the almost exclusive focus of our business on the aerospace and defense industry; our reliance on certain customers; failure to complete or successfully integrate acquisitions; the sensitivity of our business to the number of flight hours that our customers' planes spend aloft and our customers' profitability, both of which are affected by general economic conditions; future geopolitical or other worldwide events; cyber-security threats and natural disasters; the U.S. defense budget and risks associated with being a government supplier including government audits and investigations; failure to maintain government or industry approvals; tariffs on certain imports to the United States and other potential changes to U.S. tariff and import/export regulations; our indebtedness; potential environmental liabilities; liabilities arising in connection with litigation; increases in raw material costs, taxes and labor costs that cannot be recovered in product pricing; risks and costs associated with our international sales and operations; and other factors. Refer to Part II, Item 1A included in this Quarterly Report on Form 10-Q and to Part I, Item 1A of the Annual Report on Form 10-K for additional information regarding the foregoing factors that may affect our business.

Overview

We specialize in the design, manufacture, and sale of niche aerospace and defense components that are essential for today's aircraft and aerospace and defense systems. We focus on mission-critical, highly engineered solutions with high intellectual property content. Furthermore, our products have significant aftermarket exposure, which has historically generated predictable and recurring revenue.

The products we manufacture cover a diverse range of applications supporting nearly every major aircraft platform in use today and include auto throttles, lap-belt airbags, two- and three-point seat belts, water purification systems, fire barriers, polyimide washers and bushings, latches, hold-open and tie rods, temperature and fluid sensors and switches, carbon and metallic brake discs, fluid and pneumatic-based ice protection, RAM air components, sealing solutions and motion and actuation devices, customized edge-lighted panels and knobs and annunciators for incandescent and LED illuminated pushbutton switches, among others.

We primarily serve three core end-markets: commercial, business jet and general aviation, and defense, which have long historical track records of consistent growth. We also serve a diversified customer base within these end-markets where we maintain long-standing customer relationships. We believe that the demanding, extensive and costly qualification process for new entrants, coupled with our history of consistently delivering exceptional solutions for our customers, has provided us with leading market positions and created significant barriers to entry for potential competitors. By utilizing differentiated design, engineering, and manufacturing capabilities, along with a highly targeted acquisition strategy, we have sought to create long-term, sustainable value with a consistent, global business model.

As a specialized supplier in the aerospace and defense component industry, we believe we are well positioned to deliver innovative, mission-critical solutions to a wide array of aerospace and defense customers. Our key competitive strengths support our ability to offer differentiated solutions to our customers. We have a portfolio of mission-critical, niche aerospace and defense components that we believe hold leading market positions. We have intellectual property-driven proprietary products and expertise in an industry with high barriers to entry. We are strategically focused on higher-margin aftermarket content. We have highly diversified revenue streams, and our diversification stretches across end-markets, customers, platforms, and product category or application. We have an established business model with a lean, entrepreneurial structure. We have a disciplined and strategic approach to acquisitions with a history of successful integration. We have a track record of strong growth, margins and cash flow generation.

Recent Developments

On March 7, 2025, following completion of the works council consultation process required under French Law, we entered into a purchase agreement to acquire 100% of the shares of LMB for €365 million (the Base Purchase Price) plus the assumption of net debt. Net debt is payable in cash at closing. Following execution of the purchase agreement, the Company has entered into agreements to extend the long stop date to December 31, 2025 and to increase the Base Purchase Price to €370 million. LMB is a global specialty player in the design and production of customized high-performance fans and motors. The transaction is expected to close in the fourth quarter of 2025 shortly after receiving requisite regulatory approvals and is subject to customary closing conditions.

The acquisition will be financed through additional borrowings under our existing Credit Agreement and cash on hand. In connection with the acquisition, we entered into the Commitment Letter (as amended and restated), pursuant to which Blackstone Credit has committed, subject to the satisfaction of customary conditions, to provide us with an Incremental Loan Facility in an amount equal to the U.S. dollar equivalent of €400.0 million. The loans under the Incremental Loan Facility will mature on the same date, will amortize, and will bear the same interest rate as the existing term loans outstanding under the Credit Agreement. Blackstone Credit is a lender under the Credit Agreement and owns approximately 8% of our common stock.

Outlook

As we look to 2026, we anticipate net sales growth to be driven by organic growth, in particular the conversion of high levels of backlog of our existing products, and the impact from strategic acquisitions. Backlog primarily consists of firm orders for products that have not yet shipped. Continued inflationary pressures and supply chain disruptions may lead to higher material and labor costs although these pressures and disruptions have not had a material effect on our year-to-date results of operations or capital resources, and we do not expect them to materially affect our outlook or business goals. So far in 2025, we have continued and plan to continue our commitment to develop new products and services, further market penetration, and pursue an aggressive acquisition strategy while seeking to maintain our financial strength and flexibility.

Results of Operations

The following table sets forth, for the three and nine months ended September 30, 2025 and 2024, certain operating data of the Company, including presentation of the amounts as a percentage of net sales (in thousands unless otherwise indicated):

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2025		2024		2025		2024	
	Dollars	% of Net Sales	Dollars	% of Net Sales	Dollars	% of Net Sales	Dollars	% of Net Sales
Sales	$126,751	100.0%	$103,519	100.0%	$364,533	100.0%	$ 292,378	100.0%
Cost of sales	59,973	47.3%	50,615	48.9%	171,850	47.1%	147,515	50.4%
Gross profit	66,778	52.7%	52,904	51.1%	192,683	52.9%	144,863	49.6%
Selling, general and administrative expenses	35,758	28.2%	30,186	29.2%	105,758	29.0%	80,362	27.5%
Transaction expenses	1,846	1.5%	1,444	1.4%	4,290	1.2%	2,549	0.9%
Other (expense) income, net	(154)	(0.1)%	1,574	1.5%	(154)	(0.1)%	4,441	1.5%
Operating income	29,020	22.9%	22,848	22.0%	82,481	22.6%	66,393	22.7%
Interest expense, net	6,012	4.7%	9,962	9.6%	18,952	5.2%	38,332	13.1%
Refinancing costs	—	—%	—	—%	—	—%	1,645	0.6%
Income before income taxes	23,008	18.2%	12,886	12.4%	63,529	17.4%	26,416	9.0%
Income tax benefit (provision)	4,598	3.6%	(4,230)	(4.0)%	(3,894)	(1.1)%	(7,870)	(2.7)%
Net income	27,606	21.8%	8,656	8.4%	59,635	16.3%	18,546	6.3%
Cumulative translation adjustments, net of tax	(21)	—%	(52)	(0.1)%	(420)	(0.1)%	152	0.1%
Comprehensive income	$ 27,585	21.8%	$ 8,604	8.3%	$ 59,215	16.2%	$ 18,698	6.4%
Other Data:								
EBITDA[1]	$ 41,809		$ 33,568		$120,415		$ 96,825	
Adjusted EBITDA[1]	49,109		38,096		139,360		106,158	
Net income margin		21.8%		8.4%		16.3%		6.3%
Adjusted EBITDA Margin[1]		38.7%		36.8%		38.2%		36.3%

(1)Refer to "Non-GAAP Financial Measures" in this management's discussion and analysis for additional information and limitations regarding these non-GAAP financial measures, including a reconciliation to the comparable GAAP financial measure.

Financial and Operational Highlights

Three months ended September 30, 2025 compared with three months ended September 30, 2024

Net Sales

Net sales for the three months ended September 30, 2025 increased $23.2 million, or 22.4%, to $126.8 million as compared to $103.5 million for the three months ended September 30, 2024, as discussed below.

Net organic sales represent net sales from our existing businesses for comparable periods and exclude net sales from acquisitions. We include net sales from new acquisitions in net organic sales from the 13th-month after the acquisition on a comparative basis with the prior year-period. Net acquisition sales for the three months ended September 30, 2025 represent net sales from acquisitions that were completed in 2024 and 2025 for which there are no comparable net sales during the prior year. We believe this measure provides an understanding of underlying sales trends as it provides net sales comparisons on a consistent basis. We do not believe our net sales are subject to significant seasonal variations. See Note 3, Acquisition of the Notes to Condensed Consolidated Financial Statements for further information on the Company's acquisition activities.

Net Organic Sales

Net organic sales for the three months ended September 30, 2025 increased $11.5 million or 11.1%, to $115.0 million as compared to $103.5 million for the three months ended September 30, 2024. The increase in net organic sales was primarily related to increases in aftermarket total commercial sales ($6.0 million, an increase of 15.4%), OEM total commercial sales ($3.0 million, an increase of 8.3%), and defense sales ($2.7 million, an increase of 12.2%), partially offset by a decline in non-aerospace sales ($0.2 million, a decrease of 2.4%). The increase in aftermarket total commercial sales was primarily due to increases in global commercial air travel demand. The increase in OEM total commercial sales was driven by increases in demand to support aircraft production for general

aviation, wide-body and narrow-body aircraft. The increase in defense sales was primarily driven by increased market share due to new product launches and an increased demand for defense products globally.

Net Acquisition Sales

Net acquisition sales of $11.7 million for the three months ended September 30, 2025 is made up of AAI and Beadlight which were acquired on August 26, 2024 and July 28, 2025, respectively. This represents 11.3% of the increase in total net sales for the three months ended September 30, 2025 compared to the three months ended September 30, 2024.

Gross Profit and Cost of Sales

Cost of sales for the three months ended September 30, 2025 increased $9.4 million, or 18.5%, to $60.0 million compared to $50.6 million for the three months ended September 30, 2024 as a result of the increase in sales. Cost of sales and the related percentage of net sales for the three months ended September 30, 2025 and 2024 were as follows (in thousands except for percentages):

	Three Months Ended September 30,			
	2025	**2024**	**Change**	**% Change**
Cost of sales - excluding costs below	$ 57,732	$ 48,486	$ 9,246	19.1%
% of net sales	*45.6%*	*46.8%*		
Amortization of intangible and other long-term assets	1,254	810	444	54.8%
% of net sales	*1.0%*	*0.8%*		
Acquisition and facility integration costs	942	1,043	(101)	(9.7)%
% of net sales	*0.7%*	*1.0%*		
Recognition of inventory step-up	45	276	(231)	(83.7)%
% of net sales	*—%*	*0.3%*		
Total cost of sales	$ 59,973	$ 50,615	$ 9,358	18.5%
% of net sales	*47.3%*	*48.9%*		
Gross profit (Net sales less Total cost of sales)	$ 66,778	$ 52,904	$ 13,874	26.2%
Gross profit percentage (Gross profit / Net sales)	*52.7%*	*51.1%*		

Cost of sales for the three months ended September 30, 2025 decreased 1.6% as a percentage of net sales to 47.3% from 48.9% in the comparable period last year. This decrease is primarily attributable to our operating leverage, execution of strategic value drivers, favorable sales mix, lower acquisition and facility integration and inventory step-up amortization costs, partially offset by higher amortization expense for intangible and other long-term assets.

Selling, General and Administrative Expenses

Selling, general and administrative expenses increased by $5.6 million to $35.8 million, or 28.2% as a percentage of net sales, for the three months ended September 30, 2025 from $30.2 million, or 29.2% as a percentage of net sales, for the three months ended September 30, 2024. Selling, general and administrative expenses and the related percentage of net sales for the three months ended September 30, 2025 and 2024 were as follows (amounts in thousands except for percentages):

	Three Months Ended September 30,			
	2025	**2024**	**Change**	**% Change**
Selling, general and administrative expenses - excluding costs below	$ 19,893	$ 17,609	$ 2,284	13.0%
% of net sales	*15.7%*	*17.0%*		
Amortization of intangible and other long-term assets	8,609	7,135	1,474	20.7%
% of net sales	*6.8%*	*6.9%*		
Stock-based compensation expense	3,878	3,094	784	25.3%
% of net sales	*3.1%*	*3.0%*		
Acquisition and facility integration costs	435	245	190	77.6%
% of net sales	*0.3%*	*0.3%*		
Research and development expenses	2,943	2,103	840	39.9%
% of net sales	*2.3%*	*2.0%*		
Total selling, general and administrative expenses	$ 35,758	$ 30,186	$ 5,572	18.5%
% of net sales	*28.2%*	*29.2%*		

Selling, general and administrative expenses decreased by 1.0% as a percentage of net sales for the three months ended September 30, 2025 when compared to the same period in 2024. This was principally due to the leveraging of fixed costs, partially offset by higher research and development expense.

Transaction Expenses

Transaction expenses for the three months ended September 30, 2025 and 2024 were $1.8 million and $1.4 million, respectively. Transaction costs can fluctuate depending on the size and number of acquisitions in each year.

Operating Income

Operating income for the three months ended September 30, 2025, was $29.0 million, or 22.9% as a percentage of net sales, compared to $22.8 million, or 22.0% as a percentage of net sales for the three months ended September 30, 2024. The increase in operating income is due to the factors discussed above.

Interest Expense

Interest expense for the three months ended September 30, 2025 decreased $4.0 million, or 39.7%, to $6.0 million compared to $10.0 million for the three months ended September 30, 2024. This decrease was attributable to lower average outstanding debt and lower interest rates.

Income Tax Benefit (Provision)

The income tax benefit for the three months ended September 30, 2025 was $4.6 million compared to an income tax provision $4.2 million for the three months ended September 30, 2024. The decrease in income taxes was primarily driven by the tax impact from enactment of the OBBBA during the current year period, partially offset by taxes from the increase in the Company's earnings in 2025 compared to 2024.

Net Income

Net income for the three months ended September 30, 2025 was $27.6 million, or 21.8% as a percentage of net sales, compared to net income for the three months ended September 30, 2024 of $8.7 million, or 8.4% as a percentage of net sales. The improvement in results is primarily due to the factors discussed above.

Nine months ended September 30, 2025 compared with nine months ended September 30, 2024

Net Sales

Net sales for the nine months ended September 30, 2025 increased $72.2 million, or 24.7%, to $364.5 million as compared to $292.4 million for the nine months ended September 30, 2024, as discussed below.

Net organic sales represent net sales from our existing businesses for comparable periods and exclude net sales from acquisitions. We include net sales from new acquisitions in net organic sales from the 13th-month after the acquisition on a comparative basis with the prior year-period. Net acquisition sales for the nine months ended September 30, 2025 represent net sales from acquisitions that were completed in 2024 and 2025 for which there are no comparable net sales during the prior year. We believe this measure provides an understanding of underlying sales trends as it provides net sales comparisons on a consistent basis. We do not believe our net sales are subject to significant seasonal variations. See Note 3, Acquisition and Note 10, Commitments and Contingencies of the Notes to Condensed Consolidated Financial Statements for further information on the Company’s acquisition activities.

Net Organic Sales

Net organic sales for the nine months ended September 30, 2025 increased $32.7 million, or 11.2%, to $325.1 million as compared to $292.4 million for the nine months ended September 30, 2024. The increase in net organic sales was primarily related to increases in aftermarket total commercial sales ($14.8 million, an increase of 13.4%), defense sales ($10.3 million, an increase of 17.3%), and OEM total commercial sales ($10.0 million, an increase of 10.0%), partially offset by a decline in non-aerospace sales ($2.4 million, a decrease of 10.7%). The increase in aftermarket total commercial sales was primarily due to increases in global commercial air travel demand. The increase in defense sales was primarily driven by increased market share due to new product launches and an increased demand for defense products globally. The increase in OEM total commercial sales was driven by increases in demand to support aircraft production for general aviation, wide-body and narrow-body aircraft. as an improving supply chain has allowed us to deliver parts that were previously held because our customers were experiencing bottlenecks in other areas of their supply chains.

Net Acquisition Sales

Net acquisition sales of $39.4 million for the nine months ended September 30, 2025 is made up of AAI and Beadlight which were acquired on August 26, 2024 and July 28, 2025, respectively. This represents 13.5% of the increase in total net sales for the nine months ended September 30, 2025 compared to the nine months ended September 30, 2024.

Gross Profit and Cost of Sales

Cost of sales for the nine months ended September 30, 2025 increased $24.3 million, or 16.5%, to $171.9 million compared to $147.5 million for the nine months ended September 30, 2024 as a result of the increase in sales. Cost of sales and the related percentage of net sales for the nine months ended September 30, 2025 and 2024 were as follows (in thousands except for percentages):

	Nine Months Ended September 30,			
	2025	**2024**	**Change**	**% Change**
Cost of sales - excluding costs below	$ 165,801	$ 142,740	$ 23,061	16.2%
% of net sales	*45.5%*	*48.8%*		
Amortization of intangible and other long-term assets	3,593	2,296	1,297	56.5%
% of net sales	*1.0%*	*0.8%*		
Acquisition and facility integration costs	2,411	2,203	208	9.4%
% of net sales	*0.6%*	*0.7%*		
Recognition of inventory step-up	45	276	(231)	(83.7)%
% of net sales	*—%*	*0.1%*		
Total cost of sales	$ 171,850	$ 147,515	$ 24,335	16.5%
% of net sales	*47.1%*	*50.4%*		
Gross profit (Net sales less Total cost of sales)	$ 192,683	$ 144,863	$ 47,820	33.0%
Gross profit percentage (Gross profit / Net sales)	*52.9%*	*49.6%*		

Cost of sales for the nine months ended September 30, 2025 decreased 3.3% as a percentage of net sales to 47.1% from 50.4% in the comparable period last year. This decrease is primarily attributable to our operating leverage, execution of strategic value drivers, and favorable sales mix, partially offset by higher amortization expense for intangible and other long-term assets.

Selling, General and Administrative Expenses

Selling, general and administrative expenses increased by $25.4 million to $105.8 million, or 29.0% as a percentage of net sales, for the nine months ended September 30, 2025 from $80.4 million, or 27.5% as a percentage of net sales, for the nine months ended September 30, 2024. Selling, general and administrative expenses and the related percentage of net sales for the nine months ended September 30, 2025 and 2024 were as follows (amounts in thousands except for percentages):

	Nine Months Ended September 30,			
	2025	**2024**	**Change**	**% Change**
Selling, general and administrative expenses - excluding costs below	$ 58,782	$ 44,935	$ 13,847	30.8%
% of net sales	*16.1%*	*15.4%*		
Amortization of intangible and other long-term assets	25,467	19,953	5,514	27.6%
% of net sales	*7.0%*	*6.8%*		
Stock-based compensation expense	10,617	7,568	3,049	40.3%
% of net sales	*2.9%*	*2.6%*		
Acquisition and facility integration costs	1,428	1,178	250	21.2%
% of net sales	*0.4%*	*0.4%*		
Research and development expenses	9,464	6,728	2,736	40.7%
% of net sales	*2.6%*	*2.3%*		
Total selling, general and administrative expenses	$ 105,758	$ 80,362	$ 25,396	
% of net sales	*29.0%*	*27.5%*		

Selling, general and administrative expenses increased by 1.5% as a percentage of net sales for the nine months ended September 30, 2025 when compared to the same period in 2024. This was due to additional costs associated with being a public company, including

SOX compliance and additional organizational costs, stock-based compensation expense, research and development expenses, and amortization of intangible and other long-term assets.

Transaction Expenses

Transaction expenses for the nine months ended September 30, 2025 and 2024 were $4.3 million and $2.5 million, respectively. During the nine months ended September 30, 2025, approximately $0.9 million of costs related to the secondary offering without proceeds to the Company were included in transaction expenses. Transaction costs can fluctuate depending on the size and number of acquisitions in each year.

Operating Income

Operating income for the nine months ended September 30, 2025, was $82.5 million, or 22.6% as a percentage of net sales, compared to $66.4 million, or 22.7% as a percentage of net sales for the nine months ended September 30, 2024. The increase in operating income is due to the factors discussed above.

Interest Expense

Interest expense for the nine months ended September 30, 2025 decreased $19.4 million, or 50.6%, to $19.0 million compared to $38.3 million for the nine months ended September 30, 2024. This decrease was attributable to lower average outstanding debt and lower interest rates.

Income Tax Benefit (Provision)

The income tax provision for the nine months ended September 30, 2025 was $3.9 million compared to $7.9 million for the nine months ended September 30, 2024. The decrease in income taxes was primarily driven by the tax impact from enactment of the OBBBA during the current year period, partially offset by taxes from the increase in the Company's earnings in 2025 compared to 2024.

Net Income

Net income for the nine months ended September 30, 2025 was $59.6 million, or 16.3% as a percentage of net sales, compared to net income for the nine months ended September 30, 2024 of $18.5 million, or 6.3% as a percentage of net sales. The improvement in results is primarily due to the factors discussed above.

Liquidity and Capital Resources

The following table summarizes our capitalization as of September 30, 2025 and December 31, 2024 (in thousands, unless otherwise indicated):

	September 30, 2025	December 31, 2024
Cash and cash equivalents	$ 98,955	$ 54,066
Debt:		
Credit Agreement debt (including current portion)	281,366	281,366
West Virgina Economic Development note, non-current	1,500	—
	282,866	281,366
Less: unamortized debt issuance costs	(3,509)	(4,073)
Finance lease liabilities (including current portion)	3,228	3,402
Total debt	282,585	280,695
Stockholders' equity	1,160,196	1,088,505
Total capitalization (debt plus equity)	1,442,781	1,369,200
Total debt to total capitalization	20 %	21 %

Our principal historical liquidity requirements have been for acquisitions, capital expenditures, servicing indebtedness and working capital needs. We fund our investing activities primarily from cash provided by our operating and financing activities. As of September 30, 2025, we had availability of $100 million of a delayed draw term loan commitment and a $50 million revolving line of credit. Based on our current outlook, we believe that net cash provided by operating activities and available borrowings under our Credit Agreement will be sufficient to fund our cash requirements for at least the next twelve months. As we continue to expand our business, including through acquisitions we may make, we may in the future require additional working capital for increased costs. See “*Credit Agreement*” (below) for additional detail regarding our financing activities.

Operating Activities

Net cash provided by operating activities in the nine months ended September 30, 2025 and 2024 was $81.9 million and $34.2 million, respectively. The $47.7 million increase was primarily driven by an increase in net income of $41.1 million and the increase in non-cash operating items of approximately $8.7 million, partially offset by an increase in working capital.

Investing Activities

Net cash used in investing activities in the nine months ended September 30, 2025 and 2024 of $40.3 million and $389.3 million, respectively, was primarily due to the $32.8 million acquisition of Beadlight in July 2025 and the $383.5 million acquisition of AAI in August 2024, respectively.

Financing Activities

Net cash provided by financing activities in the nine months ended September 30, 2025 of $3.2 million was principally related to proceeds from stock option exercises of $1.9 million and the WVEDA loan of $1.5 million. Net cash provided by financing activities in the nine months ended September 30, 2024 of $388.5 million was principally related to proceeds from the August 2024 borrowing of the $360.0 million incremental term loan for the acquisition of AAI and the Company's IPO of $325.4 million, partially offset by payments on our Credit Agreement of $287.9 million.

Credit Agreement

The Company’s long-term debt consists primarily of borrowings under its Credit Agreement.

On March 26, 2024, the Credit Agreement was amended to extend the termination date of the delayed draw term loan commitment by approximately nine months, extending it from April 1, 2024 to December 31, 2024.

On April 10, 2024, the Credit Agreement was amended to permit certain non-pro rata open market purchases of term loans pursuant to open market purchases. In addition, we also entered into that certain Master Open Market Purchase Agreement, by and between affiliates of lender and the Company (Master Open Market Purchase Agreement) to repurchase term loans on a non-pro rata basis subject to certain conditions as set forth therein.

On May 3, 2024, a portion of the net proceeds from the IPO was used to repay $284.6 million aggregate principal amount of term loans under the Credit Agreement plus accrued interest of $0.3 million. We wrote-off $0.8 million in unamortized debt issuance costs and expensed $0.8 million in refinancing costs associated with the amendment of the Credit Agreement during the nine months ended September 30, 2024.

On May 10, 2024, the Credit Agreement was amended to extend the maturity date to May 10, 2030 from April 2, 2026 and reduce the applicable margin by between 2.0 and 2.5 percentage points based on the Company’s leverage ratio. At our election, interest on loans will accrue at the SOFR rate plus the applicable margin of 4.75% or at the base rate plus the applicable margin of 3.75% as long as the leverage ratio of less than 5.5 to 1 is maintained. Also, the existing availability under the delayed draw term loan commitment was increased to $100 million, which terminates if not drawn upon by May 10, 2026. In addition, the existing revolving line of credit under the Credit Agreement was replaced with a new revolving credit commitment of $50 million. The unused portion of the revolving line of credit carries a commitment fee of 0.375%. Loans outstanding under the revolving line of credit, if any, mature on May 10, 2029. Debt issuance costs associated with the amendment of approximately $0.9 million were capitalized during the nine months ended September 30, 2024.

On August 26, 2024, the Credit Agreement was amended to make available an incremental term loan in an aggregate principal amount equal to $360 million for purposes of (i) paying a portion of the consideration payable by it pursuant to the terms of that certain purchase agreement (the "Purchase Agreement") pursuant to which the Company agreed to purchase from AAI Parent all the issued and outstanding equity interests of AAI, (ii) paying fees and expenses incurred in connection with the foregoing, and (iii) otherwise to fund working capital and general corporate purposes.

On December 17, 2024, the net proceeds from the Follow-on Offering and cash from operations were used to repay $330.0 million aggregate principal amount of term loans under the Credit Agreement plus accrued interest of $1.5 million. Unamortized debt issuance costs $4.8 million were written off as a result.

On March 7, 2025, in connection with the pending LMB acquisition which was expected to close in the third quarter of 2025, we entered into the Commitment Letter (as amended and restated). See above under “—Recent Developments.”

On August 1, 2025, the Credit Agreement was amended to reduce the applicable margin by 0.5%. At our election, interest on loans will accrue at the SOFR rate plus the applicable margin of 4.25% or at the base rate plus the applicable margin of 3.25% as long as the Company maintains a leverage ratio of less than 5.5 to 1.

At September 30, 2025, there was $281.4 million outstanding under the Credit Agreement, and there remained availability of $100.0 million in delayed draw term loan commitments and $50.0 million in revolving line of credit.

Other Obligations and Commitments

We have future obligations under various contracts relating to debt and interest payments, finance and operating leases and our post-retirement benefit plan. During the nine months ended September 30, 2025, there were no material changes to these obligations, other than the additional borrowing we expect to incur for the pending LMB acquisition discussed under "—Recent Developments". For a description of our other obligations and commitments, see our December 31, 2024 consolidated financial statements reported in the Company's Annual Report on Form 10-K for the year ended December 31, 2024, filed on March 31, 2025.

Off-Balance Sheet Arrangements

As of September 30, 2025, we did not have any off-balance sheet arrangements, as defined in Regulation S-K, that have or are reasonably likely to have a current or future effect on our financial condition, results of operations, or cash flows.

Critical Accounting Estimates

Our condensed consolidated unaudited financial statements have been prepared in conformity with U.S. GAAP for interim financial statements and include the accounts of the Company and its subsidiaries. Often, management's judgment is needed in the selection and application of certain accounting policies and methods. However, investors are cautioned that the sensitivity of financial statements to these methods, assumptions and estimates could create materially different results under different conditions or using different assumptions.

A complete and comprehensive discussion of our most critical accounting policies that require management to make judgments about matters that are inherently uncertain was included in *Management's Discussion and Analysis of Financial Condition and Results of Operations– Critical Accounting Estimates* disclosed in Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2024 which was filed on March 31, 2025. Refer to *Note 2, Basis of Presentation*, of the notes to the condensed consolidated financial statements included herein for updates to disclosures of accounting standards recently adopted or required to be adopted in the future.

Non-GAAP Financial Measures

We present below certain financial information based on our EBITDA, Adjusted EBITDA, and Adjusted EBITDA Margin. References to "EBITDA" mean earnings before interest, taxes, depreciation and amortization, references to "Adjusted EBITDA" mean EBITDA plus, as applicable for each relevant period, certain adjustments as set forth in the reconciliations of net income to EBITDA and Adjusted EBITDA, and references to "Adjusted EBITDA Margin" refer to Adjusted EBITDA divided by net sales. EBITDA, Adjusted EBITDA, and Adjusted EBITDA Margin are not measurements of financial performance under U.S. GAAP. We present EBITDA, Adjusted EBITDA, and Adjusted EBITDA Margin because we believe they are useful indicators for evaluating operating performance. In addition, our management uses Adjusted EBITDA to review and assess the performance of the management team in connection with employee incentive programs and to prepare its annual budget and financial projections. Moreover, our management uses Adjusted EBITDA of target companies to evaluate acquisitions.

Although we use EBITDA, Adjusted EBITDA, and Adjusted EBITDA Margin as measures to assess the performance of our business and for the other purposes set forth above, the use of non-GAAP financial measures as analytical tools has limitations, and you should not consider any of them in isolation, or as a substitute for analysis of our results of operations as reported in accordance with U.S. GAAP. Some of these limitations are:

- EBITDA, Adjusted EBITDA, and Adjusted EBITDA Margin do not reflect the significant interest expense, or the cash requirements, necessary to service interest payments on our indebtedness;
- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and the cash requirements for such replacements are not reflected in EBITDA, Adjusted EBITDA, and Adjusted EBITDA Margin;
- EBITDA, Adjusted EBITDA, and Adjusted EBITDA Margin exclude the cash expense we have incurred to integrate acquired businesses into our operations, which is a necessary element of certain of our acquisitions;
- the omission of the substantial amortization expense associated with our intangible assets further limits the usefulness of EBITDA, Adjusted EBITDA, and Adjusted EBITDA Margin; and
- EBITDA, Adjusted EBITDA, and Adjusted EBITDA Margin do not include the payment of taxes, which is a necessary element of our operations.

Because of these limitations, EBITDA, Adjusted EBITDA, and Adjusted EBITDA Margin should not be considered as measures of cash available to us to invest in the growth of our business. Management compensates for these limitations by not viewing EBITDA, Adjusted EBITDA, and Adjusted EBITDA Margin in isolation and specifically by using other U.S. GAAP measures, such as net sales

and operating profit, to measure our operating performance. EBITDA, Adjusted EBITDA, and Adjusted EBITDA Margin are not measurements of financial performance under U.S. GAAP, and they should not be considered as alternatives to net income or cash flow from operations determined in accordance with U.S. GAAP. Our calculations of EBITDA, Adjusted EBITDA, and Adjusted EBITDA Margin may not be comparable to the calculations of similarly titled measures reported by other companies.

The following table sets forth a reconciliation of net income to EBITDA, Adjusted EBITDA, and Adjusted EBITDA Margin for the three and nine months ended September 30, 2025 and 2024 (in thousands unless otherwise indicated):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Net income	$ 27,606	$ 8,656	$ 59,635	$ 18,546
Adjustments:				
Interest expense, net	6,012	9,962	18,952	38,332
Refinancing costs	—	—	—	1,645
Income tax (benefit) provision	(4,598)	4,230	3,894	7,870
Operating income	29,020	22,848	82,481	66,393
Depreciation	2,926	2,775	8,874	8,183
Amortization	9,863	7,945	29,060	22,249
EBITDA	41,809	33,568	120,415	96,825
Adjustments:				
Recognition of inventory step-ups [1]	45	276	45	276
Other expense (income), net [2]	154	(1,574)	154	(4,441)
Transaction expenses [3]	1,846	1,444	4,290	2,549
Stock-based compensation [4]	3,878	3,094	10,617	7,568
Acquisition and facility integration costs [5]	1,377	1,288	3,839	3,381
Adjusted EBITDA	$ 49,109	$ 38,096	$ 139,360	$ 106,158
Net sales	$ 126,751	$ 103,519	$ 364,533	$ 292,378
Net income margin	21.8%	8.4%	16.3%	6.3%
Adjusted EBITDA Margin	38.7%	36.8%	38.2%	36.3%

(1)Represents accounting adjustments to inventory associated with acquisitions of businesses that were charged to cost of sales when inventory was sold.
(2)Represents a $2.9 million reduction in the estimated contingent purchase price for the CAV acquisition and $1.7 million of proceeds from the settlement of buyer-side representations and warranties insurance covering the acquisition of DAC during the nine months ended September 30, 2024 and $1.7 million of proceeds from the settlement of buyer-side representations and warranties insurance covering the acquisition of DAC during the three months ended September 30, 2024 .
(3)Represents third party transaction-related costs for acquisitions comprising deal fees, legal, financial and tax due diligence expenses, and valuation costs that are required to be expensed as incurred. During the nine months ended September 30, 2025, approximately $0.9 million of costs related to the secondary stock offering from which we did not receive any proceeds were also included in transaction expenses.
(4)Represents the non-cash compensation expense recognized by the Company for equity awards.
(5)Represents costs incurred to integrate acquired businesses and product lines into our operations, facility relocation costs and other acquisition-related costs.

JOBS Act Election

We are currently an “emerging growth company,” as defined in the JOBS Act. Under the JOBS Act, emerging growth companies can delay adopting new or revised accounting standards until such time as those standards apply to private companies. We have elected to use this extended transition period for complying with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date we (i) are no longer an emerging growth company or (ii) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. As a result, our financial statements may not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

The Company's market risks are described more fully within Quantitative and Qualitative Disclosures About Market Risk in Part II, Item 7A of our Annual Report on Form 10-K for the year ended December 31, 2024, filed on March 31, 2025. These market risks have not materially changed for the nine months ended September 30, 2025.

Item 4. Controls and Procedures

We completed our initial public offering on April 29, 2024 and as such are required to comply with the SEC's rules in Section 302 of the Sarbanes-Oxley Act, requiring our management to certify financial and other information in our quarterly and annual reports and provide an annual management report on the effectiveness of our internal control over financial reporting. Though we will be required to disclose material changes made to our internal controls and procedures on a quarterly basis, we will not be required to make our first assessment of the effectiveness of our internal control over financial reporting under Section 404 until our second annual report on Form 10-K after we became a public company, which will be for our fiscal year ending December 31, 2025.

Changes in Internal Control over Financial Reporting

There have been no changes in the Company's internal control over financial reporting that occurred during the three months ended September 30, 2025 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings

None.

Item 1A. Risk Factors

In addition to the other information set forth in this report, you should carefully consider the risk factors disclosed in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2024, filed on March 31, 2025.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Not applicable.

Item 3. Defaults Upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

Securities Trading Plans of Directors or Executive Officers

(c) During the three months ended September 30, 2025, none of our directors or officers (as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934, as amended) adopted, terminated or modified a Rule 10b5-1 trading arrangement or any “non-Rule 10b5-1 trading agreement” (as defined in Item 408(c) of Regulation S-K).

Item 6. Exhibits

Exhibit Number	Description
3.1	Certificate of Incorporation of Loar Holdings Inc. (incorporated by reference to Exhibit 3.1 to the Company's Amendment No. 1 to Registration Statement on Form S-1 filed on April 17, 2024).
3.2	By laws of Loar Holdings Inc. (incorporated by reference to Exhibit 3.2 to the Company's Amendment No. 1 to Registration Statement on Form S-1 filed on April 17, 2024).
10.1	Amended and Restated Commitment Letter, dated July 29, 2025, by Loar Group Inc. with Blackstone Alternative Credit Advisors LP (on behalf of the funds, accounts and clients managed, advised or sub-advised by it or its affiliates) (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2025, filed on August 13, 2025).
10.2	Seventeenth Amendment to Credit Agreement, dated as of August 1, 2025, by and among Loar Group Inc., Loar Holdings Inc., the other guarantors party thereto from time to time, the lenders party thereto from time to time, First Eagle Alternative Credit, LLC, as administrative agent for the lenders and as collateral agent for the secured parties, and Citibank, N.A., as the revolving administrative agent. (incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2025, filed on August 13, 2025).
10.3*	Amended and Restated Commitment Letter, dated August 29, 2025, by Loar Group Inc. with Blackstone Alternative Credit Advisors LP (on behalf of the funds, accounts and clients managed, advised, or sub-advised by it or its affiliates).
10.4*	Agreement n°2 to Securities Purchase Agreement, dated August 29, 2025 with Ace Aèro Partenaires, Ace Aero Partenaires, and AAP Side-Car LMB Fund.
10.5*	Amended and Restated Commitment Letter, dated October 28, 2025, by Loar Group Inc. with Blackstone Alternative Credit Advisors LP (on behalf of the funds, accounts and clients managed, advised, or sub-advised by it or its affiliates).
10.6*	Agreement n°4 to Securities Purchase Agreement, dated November 10, 2025 with Ace Aèro Partenaires, Ace Aero Partenaires, and AAP Side-Car LMB Fund.
10.7*	Amended and Restated Commitment Letter, dated November 10, 2025, by Loar Group Inc. with Blackstone Alternative Credit Advisors LP (on behalf of the funds, accounts and clients managed, advised, or sub-advised by it or its affiliates).
31.1*	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Filed herewith.

SIGNATURES

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

Loar Holdings Inc.

Date: November 12, 2025

By: /s/ Glenn D'Alessandro
Glenn D'Alessandro
Treasurer and Chief Financial Officer
(principal financial and accounting officer)

Exhibit 10.3

BLACKSTONE ALTERNATIVE
CREDIT ADVISORS LP
345 Park Avenue
New York, New York 10154

CONFIDENTIAL

August 29, 2025

Loar Group Inc.
450 Lexington Avenue, 4th Floor
New York, NY 10017
Attention: Glenn D'Alessandro

Project Jetstream
Incremental Term Facility
Amended and Restated Commitment Letter

Ladies and Gentlemen:

Loar Group Inc., a Delaware corporation (the "**Borrower**" or "**you**"), has advised Blackstone Alternative Credit Advisors LP (on behalf of the funds, accounts and clients managed or advised or sub-advised by it or its affiliates, "**Blackstone**", and collectively with the funds, accounts and clients managed or advised or sub-advised by it or its affiliates, the "**Commitment Parties**", "**we**" or "**us**"; *provided, however*, that in no event shall Commitment Parties include any affiliates of Blackstone that are engaged as principals primarily in private equity or venture capital ("**Restricted Affiliates**")) that (a) the Borrower intends to acquire (the "**Acquisition**"), directly or indirectly (including by one or more acquisitions of direct or indirect equity interests, mergers and/or other means), the Transferred Securities (as defined in the Acquisition Agreement) of (i) ASC3 LMB TopCo, a *société par actions simplifiée* organized under the laws of France and (ii) ASC3 LMB FinCo, a *société par actions simplifiée* organized under the laws of France (collectively, the "**Target**", and together with their subsidiaries, the **Acquired Business**") pursuant to that certain Securities Purchase Agreement, in the form attached as Exhibit 2 to that certain Put Option agreement dated as of the Original Signing Date (as defined below) (the "**Put Option**"), by and among you, Loar Holdings Inc., a Delaware corporation ("**Holdings**") and the Sellers (as defined therein) from time to time party thereto (such Securities Purchase Agreement, together with the schedules and exhibits thereto and as may be amended, amended and restated, modified, supplemented or waived from time to time in accordance with Exhibit C to this Commitment Letter, the "**Acquisition Agreement**"); (b) you intend to incur the Dollar Equivalent (as defined in Exhibit B) of 400.0 million Euros of incremental term loans (the "**Incremental Term Facility**") under the Credit Agreement, dated as of October 2, 2017, by and among Holdings, the Borrower, the other Guarantors from time to time party thereto, the Lenders from time to time party thereto and First Eagle Alternative Credit, LLC (as successor by merger to First Eagle Private Credit (f/k/a/ Newstar Financial Inc.)), as administrative agent for the Lenders and as collateral agent for the Secured Parties and Citibank, N.A., as administrative agent for the Revolving Credit Lenders, and, as amended, supplemented or otherwise modified from time to time (the "**Credit Agreement**"), to fund the

Acquisition; and (c) you intend to, directly or indirectly, consummate the other transactions described in Exhibit A hereto. Capitalized terms used but not defined herein have the meanings assigned to them in the Exhibits attached hereto or in the Credit Agreement, as applicable.

1. Commitments.

In connection with the Transactions, Blackstone hereby commits to provide 100% of the Incremental Term Facility (in such capacity, the "**Initial Incremental Lender**") upon the terms set forth in this commitment letter and Exhibit B hereto and subject only to the conditions set forth in Exhibit C of this commitment letter (this commitment letter, together with the Exhibits attached hereto, is referred to herein as the "**Commitment Letter**"). Prior to the funding of the Incremental Term Loans on the Incremental Closing Date, the Initial Incremental Lender will not (other than to any of the other Commitment Parties) assign, syndicate or participate its commitments in respect of the Incremental Term Facility without your prior written consent (which may be withheld in your sole discretion). Without limiting the prohibitions on assignments set forth herein, (a) unless you agree in writing in your sole discretion, each of the Commitment Parties shall retain exclusive control over all rights and obligations with respect to its commitments in respect of the Incremental Term Facility, including all rights with respect to any consent, waiver, modification, supplement and/or amendment, until the Incremental Closing Date has occurred and (b) no syndication, assignment, participation or other transfer of any of its commitments in respect of the Incremental Term Facility by any Commitment Party shall be permitted or otherwise become effective until after the Incremental Closing Date has occurred unless you agree in writing in your sole discretion.

2. Titles and Roles.

It is agreed that Blackstone will act as lead arranger for the Incremental Term Facility (in such capacity, the "**Lead Arranger**") and will hold the roles and responsibilities conventionally understood to be associated with such designation. No other arrangers, bookrunners, managers, agents or co-agents will be appointed, no other titles will be awarded and no compensation (other than that expressly contemplated by the Commitment Letter and the Incremental Fee Letter (as defined below)) will be paid in connection with the Incremental Term Facility unless you and we so agree.

3. [Reserved].

4. Information.

You hereby represent and warrant that (it being understood that the accuracy of such representation and warranty shall not be a condition to the commitments hereunder or to the funding of the Incremental Term Facility on the Incremental Closing Date) (a) (with respect to information provided by or relating to the Target or its subsidiaries, to the best of your knowledge) all written information and written data (such information and data, other than (i) any projections that have been made available to us by you in connection with the transactions contemplated hereby (including financial estimates, budgets, forecasts and other forward-looking information, the "**Projections**"), and (ii) information of a general economic or general industry nature, the "**Information**") that have been or will be made available to the Commitment Parties by, or on behalf of, you, taken as a whole, does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto) and (b) the Projections that have been or will be made available to the Commitment Parties by, or on behalf of, you have been or will be prepared in good faith based upon assumptions that are believed by you to be reasonable at the time any such Projections are delivered to the Commitment Parties; it being understood that any such Projections are not to be viewed as

facts, are subject to significant uncertainties and contingencies, many of which are beyond your control, that no assurance can be given that any particular Projections will be realized, that actual results may differ significantly from the projected results and that such differences may be material. You agree that, if at any time prior to the Incremental Closing Date, you become aware that any of the representations and warranties in the preceding sentence would be incorrect in any material respect if the Information and Projections were being furnished, and such representations and warranties were being made, at such time, then you will (i) with respect to Information or Projections relating to you or your subsidiaries, promptly supplement the Information or the Projections, as applicable and (ii) with respect to Information or Projections provided by or relating to the Target or its subsidiaries, use commercially reasonable efforts (only to the extent practical and appropriate and in all instances not in contravention of the terms of the Acquisition Agreement as in effect on the date hereof) to promptly supplement the Information and the Projections from time to time until the Incremental Closing Date, so that such representations will be correct in all material respects (with respect to information provided by or relating to the Target and its subsidiaries provided at any time on or prior to the Incremental Closing Date, to your knowledge) under those circumstances; *provided*, that any such supplementation shall cure any breach of such representations. In providing their commitments hereunder, the Commitment Parties will be entitled to use and rely on the Information and the Projections without responsibility for independent verification thereof and does not assume responsibility for the accuracy or completeness thereof.

5. Fees.

As consideration for the commitments of the Initial Incremental Lender hereunder, you agree to pay the fees set forth in the amended and restated fee letter of even date herewith addressed to you providing, among other things, for certain fees relating to the Incremental Term Facility (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Incremental Fee Letter**"). Once paid, such fees shall not be refundable under any circumstances, except as otherwise contemplated by the Incremental Fee Letter or agreed in writing by the parties hereto. The fees set forth in the Incremental Fee Letter are being paid to the Commitment Parties as consideration for their commitment to provide capital in respect of the Incremental Term Facility under this Commitment Letter, and not in exchange for the Lead Arranger's services.

6. Conditions Precedent.

The commitments of the Initial Incremental Lender hereunder are subject only to the conditions set forth in Exhibit C; it being understood that there are no conditions (implied or otherwise) to the commitments hereunder (including compliance with the terms of this Commitment Letter, the Incremental Fee Letter and the Incremental Term Facility Documentation) other than those conditions set forth in Exhibit C that are expressly stated to be conditions to the availability of, and funding under, the Incremental Term Facility on the Incremental Closing Date (and upon satisfaction or waiver of such conditions, the funding under the Incremental Term Facility shall occur).

The Borrower hereby elects, pursuant to Section 1.06 of the Credit Agreement, that the Transactions are Limited Condition Transactions (as defined in the Credit Agreement) and that the Limited Conditionality Test Date (as defined in the Credit Agreement) with respect thereto shall be the Original Signing Date (the "**LMB Limited Conditionality Test Date**"). Notwithstanding anything to the contrary in this Commitment Letter, the Incremental Fee Letter, the Incremental Term Facility Documentation or any other letter agreement or other undertaking concerning the financing of the Transactions, (i) the only representations and warranties made on the Incremental Closing Date, the accuracy of which shall be a condition to the availability of, and funding under, the Incremental Term Facility on such date, shall be the Specified Credit Agreement Representations (as defined in the Credit Agreement provided, that, (I) each reference to the "Closing Date" set forth in such definition shall be a reference to the LMB Limited

Conditionality Test Date and (II) each reference to the "Loans" set forth in such definition shall be a reference to the Incremental Term Loans) (the Specified Credit Agreement Representations as so modified, the "**Specified LMB Representations**") and (ii) the terms of the Incremental Term Facility Documentation and the Closing Deliverables shall be in a form such that they do not impair the availability of, and funding under, the Incremental Term Facility on the Incremental Closing Date if the conditions expressly set forth in Exhibit C are satisfied (it being understood and agreed that, in accordance with the Credit Agreement, the Target is not required to become a Loan Party and the assets of the Acquired Business will not constitute Collateral). This paragraph shall be referred to herein as the "**Limited Conditionality Provision**".

7. Indemnification; Expenses.

You agree (a) to indemnify and hold harmless each of the Commitment Parties and each of their respective affiliates and controlling persons and the respective officers, directors, employees, partners, advisors, agents, and representatives of each of the foregoing and their respective successors and permitted assigns (each, an "**Indemnified Person**") from and against any and all losses, claims, damages, liabilities and out-of-pocket expenses, joint or several, to which any such Indemnified Person may become subject arising out of, resulting from or in connection with any actual or threatened claim, litigation, investigation or proceeding relating to this Commitment Letter, the Original Commitment Letter (as defined below), the Existing Commitment Letter (as defined below), the Incremental Fee Letter, the Incremental Fee Letter (as defined in the Original Commitment Letter) (the "**Original Incremental Fee Letter**"), the Incremental Fee Letter (as defined in the Existing Commitment Letter) (the "**Existing Incremental Fee Letter**"), the Transactions or the Incremental Term Facility (any of the foregoing, an "**Action**") and regardless of whether brought by you or any of your affiliates or any other person or against any person, regardless of whether any such Indemnified Person is a party thereto, and to reimburse each such Indemnified Person promptly and in any event within 30 days after receipt of a written request together with reasonably detailed backup documentation for any reasonable and documented out-of-pocket legal fees and expenses (including the reasonable and documented fees, charges and disbursements of any counsel to the Indemnified Persons (excluding allocated costs of internal counsel) (limited to one primary outside counsel for all Indemnified Persons and one special or local counsel in each relevant jurisdiction and, in the case of an actual conflict of interest of another firm of counsel for all such affected Indemnified Persons)) or other reasonable and documented out-of-pocket expenses incurred in connection with investigating, or defending any of the foregoing; *provided*, that the foregoing indemnity will not, as to any Indemnified Person, be available to the extent that such losses, claims, damages, liabilities or expenses (x) are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnified Person (or such Indemnified Person's Related Parties), (y) are attributable to a material breach of such Indemnified Person (or such Indemnified Person's Related Parties) of its obligations under this Commitment Letter, the Original Commitment Letter, the Existing Commitment Letter, the Incremental Fee Letter, the Original Incremental Fee Letter, the Existing Incremental Fee Letter or the Incremental Term Facility Documentation or (z) relate to disputes solely among or between Indemnified Persons other than claims against any Commitment Party in its capacity or in fulfilling its role as an arranger or any similar role under the Incremental Term Facility and other than any claims arising out of any act or omission on the part of you or your affiliates (as determined by a court of competent jurisdiction in a final and non-appealable judgment) and (b) to reimburse the Commitment Parties, upon presentation of a summary statement, together with any supporting documentation reasonably requested by you, for all reasonable and documented out-of-pocket expenses (including but not limited to out-of-pocket expenses of such Initial Incremental Lender's due diligence investigation and reasonable fees, disbursements and other charges of (x) one counsel for the Administrative Agent, (y) one counsel for the Initial Incremental Lender and (z) one local counsel of the Administrative Agent and the Initial Incremental Lender in each applicable jurisdiction and, if reasonably necessary any special or regulatory counsel of the Administrative Agent and the Initial Incremental Lender), in each case incurred in connection with the Incremental Term Facility and the preparation of this Commitment Letter, the Original Commitment Letter,

the Existing Commitment Letter, the Incremental Fee Letter, the Original Incremental Fee Letter, the Existing Incremental Fee Letter, the Incremental Term Facility Documentation and any security arrangements in connection therewith (collectively, the "**Expenses**"); *provided* that, you shall not be required to reimburse any of the Expenses in the event the Incremental Closing Date does not occur. Notwithstanding any other provision of this Commitment Letter, (i) except to the extent arising from an Indemnified Person's gross negligence or willful misconduct, no Indemnified Person shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Commitment Letter, the Original Commitment Letter, the Existing Commitment Letter, the Incremental Fee Letter, the Original Incremental Fee Letter, the Existing Incremental Fee Letter, the Transactions or the Incremental Term Facility and (ii) no Indemnified Person shall assert, and each Indemnified Person hereby waives, any claim against any Loan Party or any Related Party of any Loan Party, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Commitment Letter, the Original Commitment Letter, the Existing Commitment Letter, the Incremental Fee Letter, the Original Incremental Fee Letter, the Existing Incremental Fee Letter, the Incremental Term Facility, the Transactions (including the Incremental Term Facility and the use of proceeds thereunder), or with respect to any activities related to the Incremental Term Facility; *provided* that nothing in the foregoing clause (ii) shall limit the indemnification and reimbursement obligations of any Loan Party or any Related Party of a Loan Party to the extent such special, indirect, consequential or punitive damages are included in any third party claim with respect to which such Indemnified Person is entitled to indemnification hereunder. You shall not be liable for any settlement, compromise or consent to the entry of any judgment in any Action effected without your consent (which consent shall not be unreasonably withheld or delayed), but if settled with your written consent or if there is a final non-appealable judgment in any such Action with your written consent, you agree to indemnify and hold harmless each Indemnified Person from and against any and all losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with this Section 7. You shall not, without the prior written consent of the affected Indemnified Person (which consent shall not be unreasonably withheld, delayed or conditioned), effect any settlement of any pending or threatened Action against such Indemnified Person in respect of which indemnity has been sought hereunder by such Indemnified Person unless such settlement (i) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person (which approval shall not be unreasonably withheld, delayed or conditioned) from all liability or claims that are the subject matter of such Action and (ii) does not include any statement as to any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Person. Notwithstanding the foregoing, each Indemnified Person shall be obligated to refund and return promptly any and all amounts paid by you or any of your affiliates under this Section 7 to such Indemnified Person for any such losses, claims, damages, liabilities or expenses to the extent such Indemnified Person is not entitled to payment of such amounts in accordance with the terms hereof, as determined by a court of competent jurisdiction by a final and non-appealable judgment.

8. Sharing Information; Absence of Fiduciary Relationship; Affiliate Activities.

You acknowledge that the Commitment Parties and their affiliates may be providing debt financing, equity capital or other services (including, without limitation, investment banking and financial advisory services, securities trading, hedging, financing and brokerage activities and financial planning and benefits counseling) to other companies in respect of which you may have conflicting interests. We will not furnish confidential information obtained from you by virtue of the transactions contemplated by this Commitment Letter or our other relationships with you to other companies (except as contemplated in Section 12 below). You also acknowledge that we do not have any obligation to use in connection with the transactions contemplated by this Commitment Letter, or to furnish to you, confidential information obtained by us or any of our respective affiliates from other companies.

You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and any Commitment Party is intended to be or has been created in respect of any of the transactions contemplated by this Commitment Letter, irrespective of whether such Commitment Party has advised or is advising you on other matters, (b) each Commitment Party, on the one hand, and you, on the other hand, have an arm's-length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty on the part of such Commitment Party and you waive, to the fullest extent permitted by law, any claims you may have against us for breach of fiduciary duty or alleged breach of fiduciary duty in connection with the Transactions and agree that we will have no liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on your behalf, including equity holders, employees or creditors, (c) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Commitment Letter and you have consulted with your own legal, accounting, regulatory, tax and financial advisors to the extent you have deemed appropriate, (d) you have been advised that each Commitment Party and its affiliates is engaged in a broad range of transactions that may involve interests that differ from your interests and that no Commitment Party has an obligation to disclose such interests and transactions to you by virtue of any fiduciary, advisory or agency relationship and (e) each Commitment Party has been, is and will be acting solely as a principal and except as otherwise expressly agreed in writing by the relevant parties, has not been, is not and will not be acting as an advisor, agent or fiduciary for you, any of your affiliates or any other person or entity. In addition, the Commitment Parties may employ the services of their respective affiliates or branches in providing certain services hereunder and may exchange with such affiliates or branches information in connection therewith concerning you, the Target and your and its respective subsidiaries, and such affiliates shall be entitled to the benefits afforded to, and subject to the obligations of, the Commitment Parties hereunder, but no Commitment Party shall be relieved of its obligations under this Commitment Letter. You acknowledge and agree that neither we nor our affiliates have provided you with legal, tax, regulatory, financial or accounting advice and that you have obtained such independent advice from your own advisors to the extent you have deemed appropriate.

As you know, in the ordinary course of business, each Commitment Party may acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of you, the Target and your and its respective subsidiaries and other companies with which you, the Target, the Sponsor or your or their respective subsidiaries may have commercial or other relationships. With respect to any securities and/or financial instruments so held by the Commitment Parties, their respective affiliates or any of their respective customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion.

9. Assignments; Amendments; Governing Law, Etc.

This Commitment Letter, the Incremental Fee Letter and the commitments hereunder shall not be assignable by any party hereto without the prior written consent of each other party hereto (and any attempted assignment without such consent shall be null and void), are intended to be solely for the benefit of the parties hereto and their permitted successors and assigns (and Indemnified Persons), are not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and their permitted successors and assigns (and Indemnified Persons) and are not intended to create a fiduciary relationship among the parties hereto. Any and all services to be provided by the Commitment Parties hereunder may be performed by or through any of their respective affiliates or branches and the provisions of Section 7 shall apply with equal force and effect to any such entities so performing any such duties or activities, but no Commitment Party shall be relieved of its obligations under this Commitment Letter. This Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by the Commitment Parties and you. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together,

shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile transmission or by ".pdf" or similar electronic transmission shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," "delivery," and words of like import in this Commitment Letter shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This Commitment Letter, together with the Incremental Fee Letter, contains the entire agreement among the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto. Section headings used herein are for convenience of reference only, are not part of this Commitment Letter and are not to affect the construction of, or to be taken into consideration in interpreting, this Commitment Letter.

THIS COMMITMENT LETTER AND ANY CLAIM, CONTROVERSY OR DISPUTE (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING UNDER OR RELATED TO THIS COMMITMENT LETTER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK. Notwithstanding the preceding sentence, interpretation of the provisions of the Acquisition Agreement (including with respect to satisfaction of the conditions contained therein, whether the Acquisition has been consummated as contemplated by the Acquisition Agreement in accordance with the terms thereof) and all issues, claims and disputes concerning the construction, validity, interpretation and enforceability of the Acquisition Agreement and the exhibits and schedules thereto shall, in each case, be governed by French law.

Each of the parties hereto agrees that this Commitment Letter is a binding and enforceable agreement with respect to the subject matter contained herein, it being acknowledged and agreed that the commitments provided hereunder are subject solely to the conditions expressly stated in Exhibit C, including the execution and delivery of the Incremental Term Facility Documentation by the Borrower and Guarantors in a manner consistent with this Commitment Letter.

10. WAIVER OF JURY TRIAL.

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE REQUIREMENTS OF LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE TRANSACTIONS, THIS COMMITMENT LETTER, THE ORIGINAL COMMITMENT LETTER, THE EXISTING COMMITMENT LETTER, THE INCREMENTAL FEE LETTER, THE ORIGINAL INCREMENTAL FEE LETTER OR THE EXISTING INCREMENTAL FEE LETTER (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS COMMITMENT LETTER BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11. Jurisdiction.

Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County in the Borough of Manhattan and of the United States District Court of the Southern District of

New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Commitment Letter, the Original Commitment Letter, the Existing Commitment Letter, the Incremental Fee Letter, the Original Incremental Fee Letter, the Existing Incremental Fee Letter or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such Federal court; (b) waives, to the fullest extent permitted by applicable Requirements of Law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Commitment Letter, the Original Commitment Letter, the Existing Commitment Letter, the Incremental Fee Letter, the Original Incremental Fee Letter, the Existing Incremental Fee Letter or the transactions contemplated hereby or thereby, in any court referred to clause (a) above; (c) waives, to the fullest extent permitted by applicable Requirements of Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and (d) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Service of any process, summons, notice or document by registered mail or overnight courier addressed to any of the parties hereto at the addresses set forth above shall be effective service of process against such party for any suit, action or proceeding brought in any such court.

12. Confidentiality.

This Commitment Letter is delivered to you on the understanding that none of the Incremental Fee Letter, the Original Incremental Fee Letter, the Existing Incremental Fee Letter, this Commitment Letter, the Original Commitment Letter or the Existing Commitment Letter, or their terms or substance, shall be disclosed, directly or indirectly, to any other person or entity (including other lenders, underwriters, placement agents, advisors or any similar persons) except (a) to any Permitted Holders, your other equity holders and to your and their respective officers, directors, employees, affiliates, members, partners, successors, stockholders, attorneys, accountants, agents and advisors on a confidential basis, (b) if the Commitment Parties consent in writing to such proposed disclosure, (c) [reserved], (d) this Commitment Letter, the Original Commitment Letter and the Existing Commitment Letter (but not the Incremental Fee Letter, the Original Incremental Fee Letter or the Existing Incremental Fee Letter) may be disclosed as may be required by the rules, regulations, schedules and forms of the Securities and Exchange Commission in connection with any filings with the Securities and Exchange Commission in connection with the Transactions (in which case you agree to inform us promptly thereof to the extent lawfully permitted to do so) or (e) pursuant to the order of any court or administrative agency or otherwise as required by applicable law or regulation or as requested by a governmental authority (in which case you agree to inform us promptly thereof to the extent lawfully permitted to do so); *provided* that (i) you may disclose this Commitment Letter and the contents thereof, the Original Commitment Letter and the contents thereof and the Existing Commitment Letter and the contents thereof (but not the Incremental Fee Letter and the contents thereof, the Original Incremental Fee Letter and the contents thereof or the Existing Incremental Fee Letter and the contents thereof), except to the extent the foregoing shall have been redacted in a manner reasonably acceptable to the Lead Arranger) to the Target and its equity holders and their respective officers, directors, employees, attorneys, accountants, agents and advisors, on a confidential basis, (ii) you may disclose the aggregate fees in the Incremental Fee Letter as part of generic disclosure regarding fees and expenses in any funds flow memorandum prepared in connection with the Transactions, (iii) you may disclose, on a confidential basis, the Incremental Fee Letter and the contents thereof after the Incremental Closing Date for customary accounting purposes, including accounting for deferred financing costs (including to your auditors and the Target's auditors), (iv) [reserved] and (v) you may disclose this Commitment Letter and the contents hereof, the Original Commitment Letter and the contents thereof and the Existing Commitment Letter and the contents thereof (but not the Incremental Fee Letter and the contents thereof, the Original Incremental Fee Letter and the contents thereof or the Existing Incremental

Fee Letter and the contents thereof) in any proxy statement or other public filing in connection with the Acquisition. Your obligations under this paragraph with regard to this Commitment Letter (but not the Incremental Fee Letter) shall terminate on the earlier of (x) the second anniversary of the Original Signing Date, and (y) the execution and delivery by the parties thereto of the Incremental Term Facility Documentation.

Each Commitment Party and its affiliates will use all confidential information provided to it or such affiliates by or on behalf of you hereunder solely for the purpose of providing the services which are the subject of this Commitment Letter and shall treat confidentially all such information; *provided* that nothing herein shall prevent a Commitment Party from disclosing any such information (a) pursuant to the order of any court or administrative agency or otherwise as required by applicable law or regulation or as requested by a governmental authority (in which case such Commitment Party agrees to inform you promptly thereof to the extent lawfully permitted to do so), (b) upon the request or demand of any regulatory authority or self-regulatory authority (such as the National Association of Insurance Commissioners) having jurisdiction over such Commitment Party or any of its affiliates (in which case such Commitment Party agrees to inform you promptly thereof, to the extent practicable, unless such Commitment Party is prohibited by applicable law from so informing you, or except in connection with any periodic regulatory filing, request, or as part of a regulatory examination or audit), (c) to the extent that such information becomes publicly available other than by reason of improper disclosure by such Commitment Party or any of its affiliates in violation of the confidentiality obligations owing to you, the Target and any of your or their respective subsidiaries or affiliates as set forth in this paragraph, (d) to the extent that such information is received by such Commitment Party from a third party that is not to such Commitment Party's knowledge subject to confidentiality obligations to you, the Target or the Sponsor, (e) to the extent that such information is independently developed by such Commitment Party so long as not based on information obtained in a manner that would otherwise violate this provision, (f) to such Commitment Party's affiliates and such Commitment Party's and its affiliates' respective employees, officers, directors, controlling persons, trustees, managers, advisors (including, without limitation, legal counsel, independent auditors and other experts or agents) and current or prospective financing sources or investors (collectively, the "**Representatives**") who need to know such information in connection with the Transactions and are informed of the confidential nature of such information (*provided* that such Commitment Party shall be responsible for its affiliates and Representatives' compliance with this paragraph (in the case of Representatives, to the extent within its control); *provided, further*, that no such disclosure shall be made to any Restricted Affiliates other than a limited number of employees who are required, in accordance with industry regulations or Blackstone's internal policies and procedures to act in a supervisory capacity and the internal legal, compliance, risk management, credit or investment committee members of Blackstone), (g) to rating agencies for the purpose of obtaining shadow ratings, (h) for purposes of establishing a "due diligence" defense, (i) to market data collectors for customary purposes in the lending industry in connection with the Incremental Term Facility, (j) to the extent you shall have consented to such disclosure in writing; or (k) in connection with the enforcement of the Commitment Parties' rights and remedies hereunder with any court or administrative agency. Each Commitment Party's obligations under this paragraph shall automatically terminate and be superseded by the confidentiality provisions in the Incremental Term Facility Documentation upon the execution and delivery of the Incremental Term Facility Documentation and in any event shall terminate on the second anniversary of the Original Signing Date. Each Commitment Party shall be principally liable to the extent any confidentiality restrictions set forth herein are violated by one or more of its affiliates or any of its or their respective Representatives.

13. Surviving Provisions.

The indemnification, expense reimbursement, compensation (if applicable), confidentiality, jurisdiction, venue, governing law, waiver of jury trial and fiduciary duty provisions contained herein and in the Incremental Fee Letter shall remain in full force and effect regardless of whether definitive financing

documentation shall be executed and delivered and notwithstanding the termination of this Commitment Letter or the Initial Incremental Lender's commitments hereunder and the Lead Arranger's agreement to provide the services described herein; *provided* that your obligations under this Commitment Letter, other than those relating to confidentiality (if the Incremental Term Facility has been funded), shall automatically terminate and be superseded by the Incremental Term Facility Documentation (to the extent covered thereby) upon the funding under the Incremental Term Facility, and you shall be released from all liability in connection therewith at such time.

14. PATRIOT ACT Notification.

We hereby notify you that pursuant to the requirements of the USA PATRIOT Improvement and Reauthorization Act, Pub. L. 109-177 (signed into law March 9, 2006) (the "**Patriot Act**") and the requirements of 31 C.F.R. §1010.230 (the "**Beneficial Ownership Regulation**"), each Commitment Party and the Initial Incremental Lender is required to obtain, verify and record information that identifies the Borrower and each Guarantor, which information includes the name, address, tax identification number and other information regarding the Borrower and each Guarantor that will allow such Commitment Party or such Lender to identify the Borrower and each Guarantor, including by delivery of a certification regarding beneficial ownership in relation to the Borrower, in accordance with, or as otherwise required by, the Patriot Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the Patriot Act and the Beneficial Ownership Regulation and is effective as to each Commitment Party and the Initial Incremental Lender.

15. Amendment and Restatement.

This Amended and Restated Commitment Letter amends and restates in its entirety that certain Amended and Restated Commitment Letter, dated as of July 29, 2025, by and among you and Blackstone (the "**Existing Commitment Letter**"), which amended and restated that certain Commitment Letter, dated as of February 20, 2025 (the "**Original Signing Date**"), by and among you and Blackstone (the "**Original Commitment Letter**"). The Existing Commitment Letter shall be superseded and replaced in its entirety upon the effectiveness of this Commitment Letter.

16. Acceptance and Termination.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms of this Commitment Letter and of the Incremental Fee Letter by returning to the Lead Arranger executed counterparts hereof and of the Incremental Fee Letter not later than 11:59 p.m., New York City time, on the date of this Commitment Letter. The Commitment Parties' commitments hereunder and agreements contained herein will expire at such time in the event that the Lead Arranger have not received such executed counterparts in accordance with the immediately preceding sentence. In the event that the initial borrowing in respect of the Incremental Term Facility does not occur on or before 11:59 p.m., New York City time, on the date that is 5 Business days after the Long Stop Date (as defined in the Acquisition Agreement in the form as in effect on the date hereof (for the avoidance of doubt, as extended by the Acquisition Agreement Amendments, and without giving effect to any further extensions thereunder) contemplated by the Put Option as in effect as of the date hereof), then this Commitment Letter and the commitments and undertakings of each Commitment Party hereunder shall automatically terminate unless it shall, in its discretion, agree to an extension. Notwithstanding anything in this paragraph to the contrary, the termination of any commitment pursuant to this paragraph does not prejudice our or your rights and remedies in respect of any breach of this Commitment Letter.

[Remainder of this page intentionally left blank]

The Commitment Parties are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

BLACKSTONE ALTERNATIVE CREDIT ADVISORS LP

By: /s/ Marisa Beeney
Name: Marisa Beeney
Title: Authorized Signatory

Accepted and agreed to as of
the date first above written:

LOAR GROUP INC.

By: /s/ Glenn D'Alessandro
Name: Glenn D'Alessandro
Title: Chief Financial Officer

Exhibit 10.4

FROM:

ACE AÉRO PARTENAIRES (PLATEFORME COMPARTMENT)
Represented by its management company Tikehau Investment Management
32, rue de Monceau
75008 Paris, France

("**AAP Plateforme**")

ACE AERO PARTENAIRES (SUPPORT COMPARTMENT)
Represented by its management company Tikehau Investment Management
32, rue de Monceau
75008 Paris, France

("**AAP Support**")

AAP SIDE-CAR LMB FUND
Represented by its management company Tikehau Investment Management
32, rue de Monceau
75008 Paris, France

("**AAP Side-Car LMB Fund** ")

AAP Support and AAP Side-Car LMB Fund, together, acting severally but not jointly (*conjointement mais non solidairement)* in their capacity as Sellers' Agent

TO:

Loar Group Inc.
to the attention of Mr. Dirkson Charles and Mr. Sean Peppard
20 New King Street, White Plains,
NY 10604, USA
dirksoncharles@loargroup.com; speppard@loargroup.com

(the "**Purchaser**")

Loar Holding Inc.
to the attention of Mr. Dirkson Charles and Mr. Sean Peppard
20 New King Street, White Plains,
NY 10604, USA
dirksoncharles@loargroup.com; speppard@loargroup.com

Squire Patton Boggs
to the attention of Mr. Tony Reed
7, rue du Général Foy
75008 Paris, France
tony.reed@squirepb.com

On 29 August 2025,

STRICTLY PRIVATE AND CONFIDENTIAL

Via DocuSign

Re: Project JetStream – Agreement n°2 re. postponement of the Long Stop Date in accordance with Section 4.3(c) of the SPA and increase of the base Equity Value
Dear Sirs,

Reference is made to:

-the securities purchase agreement dated 7 March 2025 (the "**SPA**"), entered into between, *inter alia*, the Purchaser and the holders of securities of ASC3 LMB TopCo, a French *société par actions simplifiée* organized under the laws of France, whose registered office is at 36, avenue Pierre et Marie Curie, 19360 Malemort, registered with the Trade and Company Registry of Brive under number 908 675 119 (the "**Company**"), as sellers (the "**Sellers**"), relating to acquisition by the Purchaser, directly and indirectly, of all the share capital and voting rights of the Company from the Sellers; and

-the agreement to postpone the Long Stop Date entered into between the Sellers' Agent and the Purchaser on 29 July 2025, under which the Sellers' Agent and the Purchaser agreed to postpone the Long Stop Date provided in the SPA from 31 July 2025 (at 23.59 pm CET) to 31 August 2025 (at 23.59 pm CET).

Capitalized terms not expressly defined in this letter (the "**Letter**") shall have the meaning ascribed to them in the SPA.

It is acknowledged that the Required Clearance CP has still not been satisfied on the date hereof. In this context and further to our discussions, we have agreed to (i) postpone the Long Stop Date from 31 August 2025 (at 23.59 pm CET) to 31 October 2025 (at 23.59 pm CET), and as the consequence to the postponement of the contemplated Closing Date, to (ii) increase the base Equity Value by an amount of € 3,000,000 from €365,000,000 to €368,000,000 so that the Section 3.1(a) of the SPA shall, as from the date hereof, be deemed amended as follows:

"3.1 Purchase Price of the Transferred Securities

(a)*The aggregate value of all the Transferred Securities (the "**Equity Value**") shall be equal to:*

(i)*three hundred and sixty-eight million euros (€368,000,000),*

less:

(ii)*any known Leakage as set forth in the Pre-Closing Notice."*

All other terms and conditions of the Securities Purchase Agreement shall remain unchanged and in full force and effect.

Please confirm your agreement with this Letter and in particular (i) the postponement of the Long Stop Date to 31 October 2025 (at 23.59 pm CET) by countersigning this Letter and (ii) the increase of the Equity Value as set forth above.

In addition, the Sellers' Agent will request the other Sellers to acknowledge the increase of the base Equity Value and the corresponding amendment to Section 3.1(a) of the SPA by countersigning this letter. For the avoidance of doubt, the effectiveness of this letter—including the postponement of the Long Stop Date and the increase in the base Equity Value—is not contingent upon countersignature by the other Sellers. It shall be deemed valid and enforceable upon countersignature solely by the Purchaser and the Purchaser Parent.

Sections 14.17 (*Governing law and Disputes*) and 14.18 (*Electronic signature*) of the SPA shall apply *mutatis mutandis* to this Letter.

Yours faithfully,

the Sellers' Agent

/s/ François-Joseph Khoury
Ace Aéro Partenaires (AAP Plateforme)
By: Tikehau Investment Management, itself represented by François-Joseph Khoury, duly authorized

/s/ François-Joseph Khoury
Ace Aéro Partenaires (AAP Support)
By: Tikehau Investment Management, itself represented by François-Joseph Khoury, duly authorized

/s/ François-Joseph Khoury
AAP Side-Car LMB Fund
By: Tikehau Investment Management, itself represented by François-Joseph Khoury, duly authorized

the Purchaser and the Purchaser Parent

Agreement to postpone the Long Stop Date to 31 October 2025 (at 23.59 pm CET) and with the increase of the base Equity Value to €368,000,000

/s/ Dirkson Charles
Loar Group Inc.
By: Dirkson Charles

/s/ Dirkson Charles

Loar Holdings Inc.
By: Dirkson Charles

- 4 -

Adherence of the other Sellers

/s/ Thomas Bernard

Thomas Bernard

/s/ Christophe Somaïni

FCP Amundi Equipe Climat

By: Amundi Private Equity Funds, its self represented by Christophe Somaïni, duly authorized

/s/ Christophe Somaïni

FCP Amundi Patrimoine PEA

By: Amundi Private Equity Funds, its self represented by Christophe Somaïni, duly authorized

/s/ Christophe Somaïni

FCPR Amundi Mégatendances AV

By: Amundi Private Equity Funds, its self represented by Christophe Somaïni, duly authorized

/s/ Christophe Somaïni

FPCI Amundi ETI Mégatendances II

By: Amundi Private Equity Funds, its self represented by Christophe Somaïni, duly authorized

/s/ Christophe Somaïni

FCPR Amundi Private Equity Mégatendances II

By: Amundi Private Equity Funds, its self represented by Christophe Somaïni, duly authorized

/s/ Christophe Somaïni

FCPR Amundi Fleurons des Territoires

By: Amundi Private Equity Funds, its self represented by Christophe Somaïni, duly authorized

/s/ Christophe Somaïni

FPCI Amundi Mégatendances II

By: Amundi Private Equity Funds, its self represented by Christophe Somaïni, duly authorized

/s/ Christophe Somaïni
FPCI Amundi Fleuron ETI Capital Flexible
By: Amundi Private Equity Funds, its self represented by Christophe Somaïni, duly authorized

/s/ Thomas Bernard, by POA
Agnès Bardet
By: Thomas Bernard

/s/ Thomas Bernard, by POA
Frédéric Bloch
By: Thomas Bernard

/s/ Thomas Bernard, by POA
Nicolas Puyraimond
By: Thomas Bernard

/s/ Thomas Bernard, by POA
Jose Teixeira
By: Thomas Bernard

/s/ Renaud Severac
Renaud Severac

/s/ Thomas Bernard, by POA
Laurie Clement
By: Thomas Bernard

/s/ Thomas Bernard, by POA
Christophe Fernando
By: Thomas Bernard

/s/ Thomas Bernard, by POA
Jean-Marc Chassard
By: Thomas Bernard

/s/ Thomas Bernard, by POA
Didier Colas
By: Thomas Bernard

/s/ Thomas Bernard, by POA
Jérôme Lapointe
By: Thomas Bernard

/s/ Thomas Bernard, by POA
Hervé Muller
By: Thomas Bernard

/s/ Thomas Bernard, by POA
Céline Rives
By: Thomas Bernard

/s/ Thomas Bernard, by POA
Eric Besairie
By: Thomas Bernard

/s/ Thomas Bernard, by POA
Robin Langeveld
By: Thomas Bernard

/s/ Cédric Fontaine
LCL CROISSANCE
By: IDIA, itself represented by Cédric Fontaine, duly authorized

/s/ Cédric Fontaine
CREDIT AGRICOLE REGIONS DEVELOPPEMENT
By: IDIA, itself represented by Cédric Fontaine, duly authorized

/s/ Didier Ramond
CACF DEVELOPPEMENT
By: Didier Ramond

/s/ Laurent Mazard
GRAND SUD OUEST CAPITAL
By: Laurent Mazard

Exhibit 10.5

BLACKSTONE ALTERNATIVE
CREDIT ADVISORS LP
345 Park Avenue
New York, New York 10154

CONFIDENTIAL

October 28, 2025

Loar Group Inc.
450 Lexington Avenue, 4th Floor
New York, NY 10017
Attention: Glenn D'Alessandro

Project Jetstream
Incremental Term Facility
Amended and Restated Commitment Letter

Ladies and Gentlemen:

Loar Group Inc., a Delaware corporation (the "**Borrower**" or "**you**"), has advised Blackstone Alternative Credit Advisors LP (on behalf of the funds, accounts and clients managed or advised or sub-advised by it or its affiliates, "**Blackstone**", and collectively with the funds, accounts and clients managed or advised or sub-advised by it or its affiliates, the "**Commitment Parties**", "**we**" or "**us**"; *provided, however*, that in no event shall Commitment Parties include any affiliates of Blackstone that are engaged as principals primarily in private equity or venture capital ("**Restricted Affiliates**")) that (a) the Borrower intends to acquire (the "**Acquisition**"), directly or indirectly (including by one or more acquisitions of direct or indirect equity interests, mergers and/or other means), the Transferred Securities (as defined in the Acquisition Agreement) of (i) ASC3 LMB TopCo, a *société par actions simplifiée* organized under the laws of France and (ii) ASC3 LMB FinCo, a *société par actions simplifiée* organized under the laws of France (collectively, the "**Target**", and together with their subsidiaries, the **Acquired Business**") pursuant to that certain Securities Purchase Agreement, in the form attached as Exhibit 2 to that certain Put Option agreement dated as of the Original Signing Date (as defined below) (the "**Put Option**"), by and among you, Loar Holdings Inc., a Delaware corporation ("**Holdings**") and the Sellers (as defined therein) from time to time party thereto (such Securities Purchase Agreement, together with the schedules and exhibits thereto and as may be amended, amended and restated, modified, supplemented or waived from time to time in accordance with Exhibit C to this Commitment Letter, the "**Acquisition Agreement**"); (b) you intend to incur the Dollar Equivalent (as defined in Exhibit B) of 400.0 million Euros of incremental term loans (the "**Incremental Term Facility**") under the Credit Agreement, dated as of October 2, 2017, by and among Holdings, the Borrower, the other Guarantors from time to time party thereto, the Lenders from time to time party thereto and First Eagle Alternative Credit, LLC (as successor by merger to First Eagle Private Credit (f/k/a/ Newstar Financial Inc.)), as administrative agent for the Lenders and as collateral agent for the Secured Parties and Citibank, N.A., as administrative agent for the Revolving Credit Lenders, and, as amended, supplemented or otherwise modified from time to time (the "**Credit Agreement**"), to fund the

Acquisition; and (c) you intend to, directly or indirectly, consummate the other transactions described in Exhibit A hereto. Capitalized terms used but not defined herein have the meanings assigned to them in the Exhibits attached hereto or in the Credit Agreement, as applicable.

1. Commitments.

In connection with the Transactions, Blackstone hereby commits to provide 100% of the Incremental Term Facility (in such capacity, the "**Initial Incremental Lender**") upon the terms set forth in this commitment letter and Exhibit B hereto and subject only to the conditions set forth in Exhibit C of this commitment letter (this commitment letter, together with the Exhibits attached hereto, is referred to herein as the "**Commitment Letter**"). Prior to the funding of the Incremental Term Loans on the Incremental Closing Date, the Initial Incremental Lender will not (other than to any of the other Commitment Parties) assign, syndicate or participate its commitments in respect of the Incremental Term Facility without your prior written consent (which may be withheld in your sole discretion). Without limiting the prohibitions on assignments set forth herein, (a) unless you agree in writing in your sole discretion, each of the Commitment Parties shall retain exclusive control over all rights and obligations with respect to its commitments in respect of the Incremental Term Facility, including all rights with respect to any consent, waiver, modification, supplement and/or amendment, until the Incremental Closing Date has occurred and (b) no syndication, assignment, participation or other transfer of any of its commitments in respect of the Incremental Term Facility by any Commitment Party shall be permitted or otherwise become effective until after the Incremental Closing Date has occurred unless you agree in writing in your sole discretion.

2. Titles and Roles.

It is agreed that Blackstone will act as lead arranger for the Incremental Term Facility (in such capacity, the "**Lead Arranger**") and will hold the roles and responsibilities conventionally understood to be associated with such designation. No other arrangers, bookrunners, managers, agents or co-agents will be appointed, no other titles will be awarded and no compensation (other than that expressly contemplated by the Commitment Letter and the Incremental Fee Letter (as defined below)) will be paid in connection with the Incremental Term Facility unless you and we so agree.

3. [Reserved].

4. Information.

You hereby represent and warrant that (it being understood that the accuracy of such representation and warranty shall not be a condition to the commitments hereunder or to the funding of the Incremental Term Facility on the Incremental Closing Date) (a) (with respect to information provided by or relating to the Target or its subsidiaries, to the best of your knowledge) all written information and written data (such information and data, other than (i) any projections that have been made available to us by you in connection with the transactions contemplated hereby (including financial estimates, budgets, forecasts and other forward-looking information, the "**Projections**"), and (ii) information of a general economic or general industry nature, the "**Information**") that have been or will be made available to the Commitment Parties by, or on behalf of, you, taken as a whole, does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto) and (b) the Projections that have been or will be made available to the Commitment Parties by, or on behalf of, you have been or will be prepared in good faith based upon assumptions that are believed by you to be reasonable at the time any such Projections are delivered to the Commitment Parties; it being understood that any such Projections are not to be viewed as

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facts, are subject to significant uncertainties and contingencies, many of which are beyond your control, that no assurance can be given that any particular Projections will be realized, that actual results may differ significantly from the projected results and that such differences may be material. You agree that, if at any time prior to the Incremental Closing Date, you become aware that any of the representations and warranties in the preceding sentence would be incorrect in any material respect if the Information and Projections were being furnished, and such representations and warranties were being made, at such time, then you will (i) with respect to Information or Projections relating to you or your subsidiaries, promptly supplement the Information or the Projections, as applicable and (ii) with respect to Information or Projections provided by or relating to the Target or its subsidiaries, use commercially reasonable efforts (only to the extent practical and appropriate and in all instances not in contravention of the terms of the Acquisition Agreement as in effect on the date hereof) to promptly supplement the Information and the Projections from time to time until the Incremental Closing Date, so that such representations will be correct in all material respects (with respect to information provided by or relating to the Target and its subsidiaries provided at any time on or prior to the Incremental Closing Date, to your knowledge) under those circumstances; *provided*, that any such supplementation shall cure any breach of such representations. In providing their commitments hereunder, the Commitment Parties will be entitled to use and rely on the Information and the Projections without responsibility for independent verification thereof and does not assume responsibility for the accuracy or completeness thereof.

5. Fees.

As consideration for the commitments of the Initial Incremental Lender hereunder, you agree to pay the fees set forth in the amended and restated fee letter of even date herewith addressed to you providing, among other things, for certain fees relating to the Incremental Term Facility (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Incremental Fee Letter**"). Once paid, such fees shall not be refundable under any circumstances, except as otherwise contemplated by the Incremental Fee Letter or agreed in writing by the parties hereto. The fees set forth in the Incremental Fee Letter are being paid to the Commitment Parties as consideration for their commitment to provide capital in respect of the Incremental Term Facility under this Commitment Letter, and not in exchange for the Lead Arranger's services.

6. Conditions Precedent.

The commitments of the Initial Incremental Lender hereunder are subject only to the conditions set forth in Exhibit C; it being understood that there are no conditions (implied or otherwise) to the commitments hereunder (including compliance with the terms of this Commitment Letter, the Incremental Fee Letter and the Incremental Term Facility Documentation) other than those conditions set forth in Exhibit C that are expressly stated to be conditions to the availability of, and funding under, the Incremental Term Facility on the Incremental Closing Date (and upon satisfaction or waiver of such conditions, the funding under the Incremental Term Facility shall occur).

The Borrower hereby elects, pursuant to Section 1.06 of the Credit Agreement, that the Transactions are Limited Condition Transactions (as defined in the Credit Agreement) and that the Limited Conditionality Test Date (as defined in the Credit Agreement) with respect thereto shall be the Original Signing Date (the "**LMB Limited Conditionality Test Date**"). Notwithstanding anything to the contrary in this Commitment Letter, the Incremental Fee Letter, the Incremental Term Facility Documentation or any other letter agreement or other undertaking concerning the financing of the Transactions, (i) the only representations and warranties made on the Incremental Closing Date, the accuracy of which shall be a condition to the availability of, and funding under, the Incremental Term Facility on such date, shall be the Specified Credit Agreement Representations (as defined in the Credit Agreement provided, that, (I) each reference to the "Closing Date" set forth in such definition shall be a reference to the LMB Limited

Conditionality Test Date and (II) each reference to the "Loans" set forth in such definition shall be a reference to the Incremental Term Loans) (the Specified Credit Agreement Representations as so modified, the "**Specified LMB Representations**") and (ii) the terms of the Incremental Term Facility Documentation and the Closing Deliverables shall be in a form such that they do not impair the availability of, and funding under, the Incremental Term Facility on the Incremental Closing Date if the conditions expressly set forth in Exhibit C are satisfied (it being understood and agreed that, in accordance with the Credit Agreement, the Target is not required to become a Loan Party and the assets of the Acquired Business will not constitute Collateral). This paragraph shall be referred to herein as the "**Limited Conditionality Provision**".

7. Indemnification; Expenses.

You agree (a) to indemnify and hold harmless each of the Commitment Parties and each of their respective affiliates and controlling persons and the respective officers, directors, employees, partners, advisors, agents, and representatives of each of the foregoing and their respective successors and permitted assigns (each, an "**Indemnified Person**") from and against any and all losses, claims, damages, liabilities and out-of-pocket expenses, joint or several, to which any such Indemnified Person may become subject arising out of, resulting from or in connection with any actual or threatened claim, litigation, investigation or proceeding relating to this Commitment Letter, the Original Commitment Letter (as defined below), the Prior Commitment Letter (as defined below), the Existing Commitment Letter (as defined below), the Incremental Fee Letter, the Incremental Fee Letter (as defined in the Original Commitment Letter) (the "**Original Incremental Fee Letter**"), the Incremental Fee Letter (as defined in the Prior Fee Letter) (the "**Prior Incremental Fee Letter**"), the Incremental Fee Letter (as defined in the Existing Commitment Letter) (the "**Existing Incremental Fee Letter**"), the Transactions or the Incremental Term Facility (any of the foregoing, an "**Action**") and regardless of whether brought by you or any of your affiliates or any other person or against any person, regardless of whether any such Indemnified Person is a party thereto, and to reimburse each such Indemnified Person promptly and in any event within 30 days after receipt of a written request together with reasonably detailed backup documentation for any reasonable and documented out-of-pocket legal fees and expenses (including the reasonable and documented fees, charges and disbursements of any counsel to the Indemnified Persons (excluding allocated costs of internal counsel) (limited to one primary outside counsel for all Indemnified Persons and one special or local counsel in each relevant jurisdiction and, in the case of an actual conflict of interest of another firm of counsel for all such affected Indemnified Persons)) or other reasonable and documented out-of-pocket expenses incurred in connection with investigating, or defending any of the foregoing; *provided*, that the foregoing indemnity will not, as to any Indemnified Person, be available to the extent that such losses, claims, damages, liabilities or expenses (x) are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnified Person (or such Indemnified Person's Related Parties), (y) are attributable to a material breach of such Indemnified Person (or such Indemnified Person's Related Parties) of its obligations under this Commitment Letter, the Original Commitment Letter, the Prior Commitment Letter, the Existing Commitment Letter, the Incremental Fee Letter, the Original Incremental Fee Letter, the Prior Incremental Fee Letter, the Existing Incremental Fee Letter or the Incremental Term Facility Documentation or (z) relate to disputes solely among or between Indemnified Persons other than claims against any Commitment Party in its capacity or in fulfilling its role as an arranger or any similar role under the Incremental Term Facility and other than any claims arising out of any act or omission on the part of you or your affiliates (as determined by a court of competent jurisdiction in a final and non-appealable judgment) and (b) to reimburse the Commitment Parties, upon presentation of a summary statement, together with any supporting documentation reasonably requested by you, for all reasonable and documented out-of-pocket expenses (including but not limited to out-of-pocket expenses of such Initial Incremental Lender's due diligence investigation and reasonable fees, disbursements and other charges of (x) one counsel for the Administrative Agent, (y) one counsel for the Initial Incremental Lender and (z) one local counsel of the Administrative Agent and the Initial Incremental Lender in each applicable jurisdiction and, if reasonably necessary any special or regulatory counsel of the

Administrative Agent and the Initial Incremental Lender), in each case incurred in connection with the Incremental Term Facility and the preparation of this Commitment Letter, the Original Commitment Letter, the Prior Commitment Letter, the Existing Commitment Letter, the Incremental Fee Letter, the Original Incremental Fee Letter, the Prior Incremental Fee Letter, the Existing Incremental Fee Letter, the Incremental Term Facility Documentation and any security arrangements in connection therewith (collectively, the "**Expenses**"); *provided* that, you shall not be required to reimburse any of the Expenses in the event the Incremental Closing Date does not occur. Notwithstanding any other provision of this Commitment Letter, (i) except to the extent arising from an Indemnified Person's gross negligence or willful misconduct, no Indemnified Person shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Commitment Letter, the Original Commitment Letter, the Prior Commitment Letter, the Existing Commitment Letter, the Incremental Fee Letter, the Original Incremental Fee Letter, the Prior Incremental Fee Letter, the Existing Incremental Fee Letter, the Transactions or the Incremental Term Facility and (ii) no Indemnified Person shall assert, and each Indemnified Person hereby waives, any claim against any Loan Party or any Related Party of any Loan Party, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Commitment Letter, the Original Commitment Letter, the Prior Commitment Letter, the Existing Commitment Letter, the Incremental Fee Letter, the Original Incremental Fee Letter, the Prior Incremental Fee Letter, the Existing Incremental Fee Letter, the Incremental Term Facility, the Transactions (including the Incremental Term Facility and the use of proceeds thereunder), or with respect to any activities related to the Incremental Term Facility; *provided* that nothing in the foregoing clause (ii) shall limit the indemnification and reimbursement obligations of any Loan Party or any Related Party of a Loan Party to the extent such special, indirect, consequential or punitive damages are included in any third party claim with respect to which such Indemnified Person is entitled to indemnification hereunder. You shall not be liable for any settlement, compromise or consent to the entry of any judgment in any Action effected without your consent (which consent shall not be unreasonably withheld or delayed), but if settled with your written consent or if there is a final non-appealable judgment in any such Action with your written consent, you agree to indemnify and hold harmless each Indemnified Person from and against any and all losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with this Section 7. You shall not, without the prior written consent of the affected Indemnified Person (which consent shall not be unreasonably withheld, delayed or conditioned), effect any settlement of any pending or threatened Action against such Indemnified Person in respect of which indemnity has been sought hereunder by such Indemnified Person unless such settlement (i) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person (which approval shall not be unreasonably withheld, delayed or conditioned) from all liability or claims that are the subject matter of such Action and (ii) does not include any statement as to any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Person. Notwithstanding the foregoing, each Indemnified Person shall be obligated to refund and return promptly any and all amounts paid by you or any of your affiliates under this Section 7 to such Indemnified Person for any such losses, claims, damages, liabilities or expenses to the extent such Indemnified Person is not entitled to payment of such amounts in accordance with the terms hereof, as determined by a court of competent jurisdiction by a final and non-appealable judgment.

8. Sharing Information; Absence of Fiduciary Relationship; Affiliate Activities.

You acknowledge that the Commitment Parties and their affiliates may be providing debt financing, equity capital or other services (including, without limitation, investment banking and financial advisory services, securities trading, hedging, financing and brokerage activities and financial planning and benefits counseling) to other companies in respect of which you may have conflicting interests. We will not furnish confidential information obtained from you by virtue of the transactions contemplated by this Commitment Letter or our other relationships with you to other companies (except as contemplated in Section 12 below).

You also acknowledge that we do not have any obligation to use in connection with the transactions contemplated by this Commitment Letter, or to furnish to you, confidential information obtained by us or any of our respective affiliates from other companies.

You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and any Commitment Party is intended to be or has been created in respect of any of the transactions contemplated by this Commitment Letter, irrespective of whether such Commitment Party has advised or is advising you on other matters, (b) each Commitment Party, on the one hand, and you, on the other hand, have an arm's-length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty on the part of such Commitment Party and you waive, to the fullest extent permitted by law, any claims you may have against us for breach of fiduciary duty or alleged breach of fiduciary duty in connection with the Transactions and agree that we will have no liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on your behalf, including equity holders, employees or creditors, (c) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Commitment Letter and you have consulted with your own legal, accounting, regulatory, tax and financial advisors to the extent you have deemed appropriate, (d) you have been advised that each Commitment Party and its affiliates is engaged in a broad range of transactions that may involve interests that differ from your interests and that no Commitment Party has an obligation to disclose such interests and transactions to you by virtue of any fiduciary, advisory or agency relationship and (e) each Commitment Party has been, is and will be acting solely as a principal and except as otherwise expressly agreed in writing by the relevant parties, has not been, is not and will not be acting as an advisor, agent or fiduciary for you, any of your affiliates or any other person or entity. In addition, the Commitment Parties may employ the services of their respective affiliates or branches in providing certain services hereunder and may exchange with such affiliates or branches information in connection therewith concerning you, the Target and your and its respective subsidiaries, and such affiliates shall be entitled to the benefits afforded to, and subject to the obligations of, the Commitment Parties hereunder, but no Commitment Party shall be relieved of its obligations under this Commitment Letter. You acknowledge and agree that neither we nor our affiliates have provided you with legal, tax, regulatory, financial or accounting advice and that you have obtained such independent advice from your own advisors to the extent you have deemed appropriate.

As you know, in the ordinary course of business, each Commitment Party may acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of you, the Target and your and its respective subsidiaries and other companies with which you, the Target, the Sponsor or your or their respective subsidiaries may have commercial or other relationships. With respect to any securities and/or financial instruments so held by the Commitment Parties, their respective affiliates or any of their respective customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion.

9. Assignments; Amendments; Governing Law, Etc.

This Commitment Letter, the Incremental Fee Letter and the commitments hereunder shall not be assignable by any party hereto without the prior written consent of each other party hereto (and any attempted assignment without such consent shall be null and void), are intended to be solely for the benefit of the parties hereto and their permitted successors and assigns (and Indemnified Persons), are not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and their permitted successors and assigns (and Indemnified Persons) and are not intended to create a fiduciary relationship among the parties hereto. Any and all services to be provided by the Commitment Parties hereunder may be performed by or through any of their respective affiliates or branches and the provisions of Section 7 shall apply with equal force and effect to any such entities so performing any such duties or

activities, but no Commitment Party shall be relieved of its obligations under this Commitment Letter. This Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by the Commitment Parties and you. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile transmission or by ".pdf" or similar electronic transmission shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," "delivery," and words of like import in this Commitment Letter shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This Commitment Letter, together with the Incremental Fee Letter, contains the entire agreement among the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto. Section headings used herein are for convenience of reference only, are not part of this Commitment Letter and are not to affect the construction of, or to be taken into consideration in interpreting, this Commitment Letter.

THIS COMMITMENT LETTER AND ANY CLAIM, CONTROVERSY OR DISPUTE (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING UNDER OR RELATED TO THIS COMMITMENT LETTER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK. Notwithstanding the preceding sentence, interpretation of the provisions of the Acquisition Agreement (including with respect to satisfaction of the conditions contained therein, whether the Acquisition has been consummated as contemplated by the Acquisition Agreement in accordance with the terms thereof) and all issues, claims and disputes concerning the construction, validity, interpretation and enforceability of the Acquisition Agreement and the exhibits and schedules thereto shall, in each case, be governed by French law.

Each of the parties hereto agrees that this Commitment Letter is a binding and enforceable agreement with respect to the subject matter contained herein, it being acknowledged and agreed that the commitments provided hereunder are subject solely to the conditions expressly stated in Exhibit C, including the execution and delivery of the Incremental Term Facility Documentation by the Borrower and Guarantors in a manner consistent with this Commitment Letter.

10. WAIVER OF JURY TRIAL.

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE REQUIREMENTS OF LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE TRANSACTIONS, THIS COMMITMENT LETTER, THE ORIGINAL COMMITMENT LETTER, THE PRIOR COMMITMENT LETTER, THE EXISTING COMMITMENT LETTER, THE INCREMENTAL FEE LETTER, THE ORIGINAL INCREMENTAL FEE LETTER, THE PRIOR INCREMENTAL FEE LETTER OR THE EXISTING INCREMENTAL FEE LETTER (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS COMMITMENT LETTER BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11. Jurisdiction.

Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County in the Borough of Manhattan and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Commitment Letter, the Original Commitment Letter, the Prior Commitment Letter, the Existing Commitment Letter, the Incremental Fee Letter, the Original Incremental Fee Letter, the Prior Incremental Fee Letter, the Existing Incremental Fee Letter or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such Federal court; (b) waives, to the fullest extent permitted by applicable Requirements of Law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Commitment Letter, the Original Commitment Letter, the Prior Commitment Letter, the Existing Commitment Letter, the Incremental Fee Letter, the Original Incremental Fee Letter, the Prior Incremental Fee Letter, the Existing Incremental Fee Letter or the transactions contemplated hereby or thereby, in any court referred to clause (a) above; (c) waives, to the fullest extent permitted by applicable Requirements of Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and (d) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Service of any process, summons, notice or document by registered mail or overnight courier addressed to any of the parties hereto at the addresses set forth above shall be effective service of process against such party for any suit, action or proceeding brought in any such court.

12. Confidentiality.

This Commitment Letter is delivered to you on the understanding that none of the Incremental Fee Letter, the Original Incremental Fee Letter, the Prior Incremental Fee Letter, the Existing Incremental Fee Letter, this Commitment Letter, the Original Commitment Letter, the Prior Commitment Letter or the Existing Commitment Letter, or their terms or substance, shall be disclosed, directly or indirectly, to any other person or entity (including other lenders, underwriters, placement agents, advisors or any similar persons) except (a) to any Permitted Holders, your other equity holders and to your and their respective officers, directors, employees, affiliates, members, partners, successors, stockholders, attorneys, accountants, agents and advisors on a confidential basis, (b) if the Commitment Parties consent in writing to such proposed disclosure, (c) [reserved], (d) this Commitment Letter, the Original Commitment Letter, the Prior Commitment Letter and the Existing Commitment Letter (but not the Incremental Fee Letter, the Original Incremental Fee Letter, the Prior Incremental Fee Letter or the Existing Incremental Fee Letter) may be disclosed as may be required by the rules, regulations, schedules and forms of the Securities and Exchange Commission in connection with any filings with the Securities and Exchange Commission in connection with the Transactions (in which case you agree to inform us promptly thereof to the extent lawfully permitted to do so) or (e) pursuant to the order of any court or administrative agency or otherwise as required by applicable law or regulation or as requested by a governmental authority (in which case you agree to inform us promptly thereof to the extent lawfully permitted to do so); *provided* that (i) you may disclose this Commitment Letter and the contents thereof, the Original Commitment Letter and the contents thereof, the Prior Commitment Letter and the contents thereof and the Existing Commitment Letter and the contents thereof (but not the Incremental Fee Letter and the contents thereof, the Original Incremental Fee Letter and the contents thereof, the Prior Incremental Fee Letter and the contents thereof or the Existing Incremental Fee Letter and the contents thereof), except to the extent the foregoing shall have been redacted in a manner reasonably acceptable to the Lead Arranger) to the Target and its equity holders and their respective officers, directors, employees, attorneys, accountants, agents and advisors, on a confidential

basis, (ii) you may disclose the aggregate fees in the Incremental Fee Letter as part of generic disclosure regarding fees and expenses in any funds flow memorandum prepared in connection with the Transactions, (iii) you may disclose, on a confidential basis, the Incremental Fee Letter and the contents thereof after the Incremental Closing Date for customary accounting purposes, including accounting for deferred financing costs (including to your auditors and the Target's auditors), (iv) [reserved] and (v) you may disclose this Commitment Letter and the contents hereof, the Original Commitment Letter and the contents thereof, the Prior Commitment Letter and the contents thereof and the Existing Commitment Letter and the contents thereof (but not the Incremental Fee Letter and the contents thereof, the Original Incremental Fee Letter and the contents thereof, the Prior Incremental Fee Letter and the contents thereof or the Existing Incremental Fee Letter and the contents thereof) in any proxy statement or other public filing in connection with the Acquisition. Your obligations under this paragraph with regard to this Commitment Letter (but not the Incremental Fee Letter) shall terminate on the earlier of (x) the second anniversary of the Original Signing Date, and (y) the execution and delivery by the parties thereto of the Incremental Term Facility Documentation.

Each Commitment Party and its affiliates will use all confidential information provided to it or such affiliates by or on behalf of you hereunder solely for the purpose of providing the services which are the subject of this Commitment Letter and shall treat confidentially all such information; *provided* that nothing herein shall prevent a Commitment Party from disclosing any such information (a) pursuant to the order of any court or administrative agency or otherwise as required by applicable law or regulation or as requested by a governmental authority (in which case such Commitment Party agrees to inform you promptly thereof to the extent lawfully permitted to do so), (b) upon the request or demand of any regulatory authority or self-regulatory authority (such as the National Association of Insurance Commissioners) having jurisdiction over such Commitment Party or any of its affiliates (in which case such Commitment Party agrees to inform you promptly thereof, to the extent practicable, unless such Commitment Party is prohibited by applicable law from so informing you, or except in connection with any periodic regulatory filing, request, or as part of a regulatory examination or audit), (c) to the extent that such information becomes publicly available other than by reason of improper disclosure by such Commitment Party or any of its affiliates in violation of the confidentiality obligations owing to you, the Target and any of your or their respective subsidiaries or affiliates as set forth in this paragraph, (d) to the extent that such information is received by such Commitment Party from a third party that is not to such Commitment Party's knowledge subject to confidentiality obligations to you, the Target or the Sponsor, (e) to the extent that such information is independently developed by such Commitment Party so long as not based on information obtained in a manner that would otherwise violate this provision, (f) to such Commitment Party's affiliates and such Commitment Party's and its affiliates' respective employees, officers, directors, controlling persons, trustees, managers, advisors (including, without limitation, legal counsel, independent auditors and other experts or agents) and current or prospective financing sources or investors (collectively, the "**Representatives**") who need to know such information in connection with the Transactions and are informed of the confidential nature of such information (*provided* that such Commitment Party shall be responsible for its affiliates and Representatives' compliance with this paragraph (in the case of Representatives, to the extent within its control); *provided, further*, that no such disclosure shall be made to any Restricted Affiliates other than a limited number of employees who are required, in accordance with industry regulations or Blackstone's internal policies and procedures to act in a supervisory capacity and the internal legal, compliance, risk management, credit or investment committee members of Blackstone), (g) to rating agencies for the purpose of obtaining shadow ratings, (h) for purposes of establishing a "due diligence" defense, (i) to market data collectors for customary purposes in the lending industry in connection with the Incremental Term Facility, (j) to the extent you shall have consented to such disclosure in writing; or (k) in connection with the enforcement of the Commitment Parties' rights and remedies hereunder with any court or administrative agency. Each Commitment Party's obligations under this paragraph shall automatically terminate and be superseded by the confidentiality provisions in the Incremental Term Facility Documentation upon the execution and delivery of the Incremental Term Facility

Documentation and in any event shall terminate on the second anniversary of the Original Signing Date. Each Commitment Party shall be principally liable to the extent any confidentiality restrictions set forth herein are violated by one or more of its affiliates or any of its or their respective Representatives.

13. Surviving Provisions.

The indemnification, expense reimbursement, compensation (if applicable), confidentiality, jurisdiction, venue, governing law, waiver of jury trial and fiduciary duty provisions contained herein and in the Incremental Fee Letter shall remain in full force and effect regardless of whether definitive financing documentation shall be executed and delivered and notwithstanding the termination of this Commitment Letter or the Initial Incremental Lender's commitments hereunder and the Lead Arranger's agreement to provide the services described herein; *provided* that your obligations under this Commitment Letter, other than those relating to confidentiality (if the Incremental Term Facility has been funded), shall automatically terminate and be superseded by the Incremental Term Facility Documentation (to the extent covered thereby) upon the funding under the Incremental Term Facility, and you shall be released from all liability in connection therewith at such time.

14. PATRIOT ACT Notification.

We hereby notify you that pursuant to the requirements of the USA PATRIOT Improvement and Reauthorization Act, Pub. L. 109-177 (signed into law March 9, 2006) (the "**Patriot Act**") and the requirements of 31 C.F.R. §1010.230 (the "**Beneficial Ownership Regulation**"), each Commitment Party and the Initial Incremental Lender is required to obtain, verify and record information that identifies the Borrower and each Guarantor, which information includes the name, address, tax identification number and other information regarding the Borrower and each Guarantor that will allow such Commitment Party or such Lender to identify the Borrower and each Guarantor, including by delivery of a certification regarding beneficial ownership in relation to the Borrower, in accordance with, or as otherwise required by, the Patriot Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the Patriot Act and the Beneficial Ownership Regulation and is effective as to each Commitment Party and the Initial Incremental Lender.

15. Amendment and Restatement.

This Amended and Restated Commitment Letter amends and restates in its entirety that certain Amended and Restated Commitment Letter, dated as of August 29, 2025, by and among you and Blackstone (the "**Existing Commitment Letter**"), which amended and restated that certain Commitment Letter, dated as of July 29, 2025, by and among you and Blackstone (the "**Prior Commitment Letter**"), which amended and restated that certain Commitment Letter, dated as of February 20, 2025 (the "**Original Signing Date**"), by and among you and Blackstone (the "**Original Commitment Letter**"). The Existing Commitment Letter shall be superseded and replaced in its entirety upon the effectiveness of this Commitment Letter.

16. Acceptance and Termination.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms of this Commitment Letter and of the Incremental Fee Letter by returning to the Lead Arranger executed counterparts hereof and of the Incremental Fee Letter not later than 11:59 p.m., New York City time, on the date of this Commitment Letter. The Commitment Parties' commitments hereunder and agreements contained herein will expire at such time in the event that the Lead Arranger have not received such executed counterparts in accordance with the immediately preceding sentence. In the event that the initial borrowing in respect of the Incremental Term Facility does not occur on or before 11:59 p.m., New York City time, on the date that is 5 Business days after the Long Stop Date (as defined in the Acquisition

Agreement in the form as in effect on the date hereof (for the avoidance of doubt, as extended by the Acquisition Agreement Amendments, and without giving effect to any further extensions thereunder) contemplated by the Put Option as in effect as of the date hereof), then this Commitment Letter and the commitments and undertakings of each Commitment Party hereunder shall automatically terminate unless it shall, in its discretion, agree to an extension. Notwithstanding anything in this paragraph to the contrary, the termination of any commitment pursuant to this paragraph does not prejudice our or your rights and remedies in respect of any breach of this Commitment Letter.

[Remainder of this page intentionally left blank]

The Commitment Parties are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

BLACKSTONE ALTERNATIVE CREDIT ADVISORS LP

By: /s/ Marisa Beeney
Name: Marisa Beeney
Title: Authorized Signatory

DOCPROPERTY DOCXDOCID DMS=IManage Format=<<NUM>>_<<VER>> * MERGEFORMAT
164034340_3

Accepted and agreed to as of
the date first above written:

LOAR GROUP INC.

By: /s/ Glenn D'Alessandro
Name: Glenn D'Alessandro
Title: Chief Financial Officer

DOCPROPERTY DOCXDOCID DMS=IManage Format=<<NUM>>_<<VER>> * MERGEFORMAT
164034340_3

Exhibit 10.6

FROM:

ACE AÉRO PARTENAIRES (PLATEFORME COMPARTMENT)
Represented by its management company Tikehau Investment Management
32, rue de Monceau
75008 Paris, France

("**AAP Plateforme**")

ACE AERO PARTENAIRES (SUPPORT COMPARTMENT)
Represented by its management company Tikehau Investment Management
32, rue de Monceau
75008 Paris, France

("**AAP Support**")

AAP SIDE-CAR LMB FUND
Represented by its management company Tikehau Investment Management
32, rue de Monceau
75008 Paris, France

("**AAP Side-Car LMB Fund** ")

AAP Support and AAP Side-Car LMB Fund, together, acting severally but not jointly (*conjointement mais non solidairement)* in their capacity as Sellers' Agent

TO:

Loar Group Inc.
to the attention of Mr. Dirkson Charles and Mr. Sean Peppard
20 New King Street, White Plains, NY 10604, USA
dirksoncharles@loargroup.com; speppard@loargroup.com

(the "**Purchaser**")

Loar Holding Inc.
to the attention of Mr. Dirkson Charles and Mr. Sean Peppard
20 New King Street, White Plains, NY 10604, USA
dirksoncharles@loargroup.com; speppard@loargroup.com

Squire Patton Boggs
to the attention of Mr. Tony Reed
7, rue du Général Foy
75008 Paris, France
tony.reed@squirepb.com

On 10 November 2025,

STRICTLY PRIVATE AND CONFIDENTIAL

Via DocuSign

Re: Project JetStream – Agreement n°4 re. postponement of the Long Stop Date in accordance with Section 4.3(c) of the SPA and increase of the Equity Value

Dear Sirs,

Reference is made to:

-the securities purchase agreement dated 7 March 2025 (the "**SPA**"), entered into between, *inter alia*, the Purchaser and the holders of securities of ASC3 LMB TopCo, a French *société par actions simplifiée* organized under the laws of France, whose registered office is at 36, avenue Pierre et Marie Curie, 19360 Malemort, registered with the Trade and Company Registry of Brive under number 908 675 119 (the "**Company**"), as sellers (the "**Sellers**"), relating to acquisition by the Purchaser, directly and indirectly, of all the share capital and voting rights of the Company from the Sellers; and

-the agreement to postpone the Long Stop Date entered into between the Sellers' Agent and the Purchaser on 29 July 2025 (the "**Amendment n°1**"), under which the Sellers' Agent and the Purchaser agreed to postpone the Long Stop Date provided in the SPA from 31 July 2025 (at 23.59 pm CET) to 31 August 2025 (at 23.59 pm CET);

-the agreement to postpone the Long Stop Date entered into between the Sellers' Agent and the Purchaser on 28 August 2025 (the "**Amendment n°2**), under which the Sellers' Agent and the Purchaser agreed to (i) postpone the Long Stop Date from 31 August 2025 (at 23.59 pm CET) to 31 October 2025 (at 23.59 pm CET) and (ii) increase the base Equity Value by €3,000,000 (increased from €365,000,000 to €368,000,000), as duly countersigned by the other Sellers; and

-the agreement to postpone the Long Stop Date entered into between the Sellers' Agent and the Purchaser on 29 October 2025 (the "**Amendment n°3**", together with the Amendment n°1 and Amendment n°2, the "**Amendments**"), under which the Sellers' Agent and the Purchaser agreed to postpone the Long Stop Date from 31 October 2025 (at 23.59 pm CET) to 30 November 2025 (at 23.59 pm CET).

Capitalized terms not expressly defined in this letter (the "**Letter**") shall have the meaning ascribed to them in the SPA.

It is acknowledged that the Required Clearance CP has still not been satisfied on the date hereof and that there is a risk that it will not be satisfied by 30 November 2025. In this context and further to our discussions, we have agreed to (i) postpone the Long Stop Date from 30 November 2025 (at 23.59 pm CET) to 31 December 2025 (at 23.59 pm CET), and to (ii) increase the base Equity Value by an amount of € 2,000,000 from €368,000,000 to €370,000,000 so that the Section 3.1(a) of the SPA shall, as from the date hereof, be deemed amended as follows:

"3.1 Purchase Price of the Transferred Securities

(a)*The aggregate value of all the Transferred Securities (the "**Equity Value**") shall be equal to:*

(i)*three hundred and seventy million euros (€370,000,000),*

less:

(ii)*any known Leakage as set forth in the Pre-Closing Notice."*

All other terms and conditions of the Securities Purchase Agreement shall remain unchanged and in full force and effect.

Please confirm your agreement with this Letter and in particular (i) the postponement of the Long Stop Date to 31 December 2025 (at 23.59 pm CET) by countersigning this Letter and (ii) the increase of the Equity Value as set forth above.

In addition, the Sellers' Agent will request the other Sellers to acknowledge the increase of the base Equity Value and the corresponding amendment to Section 3.1(a) of the SPA by countersigning this letter. For the avoidance of doubt, the effectiveness of this letter—including the postponement of the Long Stop Date and the increase in the base Equity Value—is not contingent upon countersignature by the other Sellers. It shall be deemed valid and enforceable upon countersignature solely by the Purchaser and the Purchaser Parent.

Sections 14.17 (*Governing law and Disputes*) and 14.18 (*Electronic signature*) of the SPA shall apply *mutatis mutandis* to this Letter.

Yours faithfully,

the Sellers' Agent

/s/ François-Joseph Khoury
Ace Aéro Partenaires (AAP Plateforme)
By: Tikehau Investment Management, itself represented by François-Joseph Khoury, duly authorized

/s/ François-Joseph Khoury
Ace Aéro Partenaires (AAP Support)
By: Tikehau Investment Management, itself represented by François-Joseph Khoury, duly authorized

/s/ François-Joseph Khoury
AAP Side-Car LMB Fund
By: Tikehau Investment Management, itself represented by François-Joseph Khoury, duly authorized

the Purchaser and the Purchaser Parent

Agreement to postpone the Long Stop Date to 31 December 2025 (at 23.59 pm CET) and with the increase of the base Equity Value to €370,000,000

/s/ Dirkson Charles _
Loar Group Inc.
By: Dirkson Charles

/s/ Dirkson Charles _
Loar Holdings Inc.
By: Dirkson Charles

Adherence of the other Sellers

/s/ Thomas Bernard

Thomas Bernard

/s/ Christophe Somaïni

FCP Amundi Equipe Climat

By: Amundi Private Equity Funds, its self represented by Christophe Somaïni, duly authorized

/s/ Christophe Somaïni

FCP Amundi Patrimoine PEA

By: Amundi Private Equity Funds, its self represented by Christophe Somaïni, duly authorized

/s/ Christophe Somaïni

FCPR Amundi Mégatendances AV

By: Amundi Private Equity Funds, its self represented by Christophe Somaïni, duly authorized

/s/ Christophe Somaïni

FPCI Amundi ETI Mégatendances II

By: Amundi Private Equity Funds, its self represented by Christophe Somaïni, duly authorized

/s/ Christophe Somaïni

FCPR Amundi Private Equity Mégatendances II

By: Amundi Private Equity Funds, its self represented by Christophe Somaïni, duly authorized

/s/ Christophe Somaïni

FCPR Amundi Fleurons des Territoires

By: Amundi Private Equity Funds, its self represented by Christophe Somaïni, duly authorized

/s/ Christophe Somaïni

FPCI Amundi Mégatendances II

By: Amundi Private Equity Funds, its self represented by Christophe Somaïni, duly authorized

/s/ Christophe Somaïni
FPCI Amundi Fleuron ETI Capital Flexible
By: Amundi Private Equity Funds, its self represented by Christophe Somaïni, duly authorized

/s/ Thomas Bernard, by POA
Agnès Bardet
By: Thomas Bernard

/s/ Thomas Bernard, by POA
Frédéric Bloch
By: Thomas Bernard

/s/ Thomas Bernard, by POA
Nicolas Puyraimond
By: Thomas Bernard

/s/ Thomas Bernard, by POA
Jose Teixeira
By: Thomas Bernard

/s/ Renaud Severac
Renaud Severac

/s/ Thomas Bernard, by POA
Laurie Clement
By: Thomas Bernard

/s/ Thomas Bernard, by POA
Christophe Fernando
By: Thomas Bernard

/s/ Thomas Bernard, by POA
Jean-Marc Chassard
By: Thomas Bernard

/s/ Thomas Bernard, by POA
Didier Colas
By: Thomas Bernard

/s/ Thomas Bernard, by POA
Jérôme Lapointe
By: Thomas Bernard

/s/ Thomas Bernard, by POA
Hervé Muller
By: Thomas Bernard

/s/ Thomas Bernard, by POA
Céline Rives
By: Thomas Bernard

/s/ Thomas Bernard, by POA
Eric Besairie
By: Thomas Bernard

/s/ Thomas Bernard, by POA
Robin Langeveld
By: Thomas Bernard

/s/ Cédric Fontaine
LCL CROISSANCE
By: IDIA, itself represented by Cédric Fontaine, duly authorized

/s/ Cédric Fontaine
CREDIT AGRICOLE REGIONS DEVELOPPEMENT
By: IDIA, itself represented by Cédric Fontaine, duly authorized

/s/ Didier Ramond
CACF DEVELOPPEMENT
By: Didier Ramond

/s/ Laurent Mazard
SUD GRAND OUEST CAPITAL
By: Laurent Mazard

Exhibit 10.7

BLACKSTONE ALTERNATIVE
CREDIT ADVISORS LP
345 Park Avenue
New York, New York 10154

CONFIDENTIAL

November 10, 2025

Loar Group Inc.
450 Lexington Avenue, 4th Floor
New York, NY 10017
Attention: Glenn D'Alessandro

Project Jetstream
Incremental Term Facility
Amended and Restated Commitment Letter

Ladies and Gentlemen:

Loar Group Inc., a Delaware corporation (the "**Borrower**" or "**you**"), has advised Blackstone Alternative Credit Advisors LP (on behalf of the funds, accounts and clients managed or advised or sub-advised by it or its affiliates, "**Blackstone**", and collectively with the funds, accounts and clients managed or advised or sub-advised by it or its affiliates, the "**Commitment Parties**", "**we**" or "**us**"; *provided, however*, that in no event shall Commitment Parties include any affiliates of Blackstone that are engaged as principals primarily in private equity or venture capital ("**Restricted Affiliates**")) that (a) the Borrower intends to acquire (the "**Acquisition**"), directly or indirectly (including by one or more acquisitions of direct or indirect equity interests, mergers and/or other means), the Transferred Securities (as defined in the Acquisition Agreement) of (i) ASC3 LMB TopCo, a *société par actions simplifiée* organized under the laws of France and (ii) ASC3 LMB FinCo, a *société par actions simplifiée* organized under the laws of France (collectively, the "**Target**", and together with their subsidiaries, the **Acquired Business**") pursuant to that certain Securities Purchase Agreement, in the form attached as Exhibit 2 to that certain Put Option agreement dated as of the Original Signing Date (as defined below) (the "**Put Option**"), by and among you, Loar Holdings Inc., a Delaware corporation ("**Holdings**") and the Sellers (as defined therein) from time to time party thereto (such Securities Purchase Agreement, together with the schedules and exhibits thereto and as may be amended, amended and restated, modified, supplemented or waived from time to time in accordance with Exhibit C to this Commitment Letter, the "**Acquisition Agreement**"); (b) you intend to incur the Dollar Equivalent (as defined in Exhibit B) of 400.0 million Euros of incremental term loans (the "**Incremental Term Facility**") under the Credit Agreement, dated as of October 2, 2017, by and among Holdings, the Borrower, the other Guarantors from time to time party thereto, the Lenders from time to time party thereto and First Eagle Alternative Credit, LLC (as successor by merger to First Eagle Private Credit (f/k/a/ Newstar Financial Inc.)), as administrative agent for the Lenders and as collateral agent for the Secured Parties and Citibank, N.A., as administrative agent for the Revolving Credit Lenders, and, as amended, supplemented or otherwise modified from time to time (the "**Credit Agreement**"), to fund the

Acquisition; and (c) you intend to, directly or indirectly, consummate the other transactions described in Exhibit A hereto. Capitalized terms used but not defined herein have the meanings assigned to them in the Exhibits attached hereto or in the Credit Agreement, as applicable.

1. Commitments.

In connection with the Transactions, Blackstone hereby commits to provide 100% of the Incremental Term Facility (in such capacity, the "**Initial Incremental Lender**") upon the terms set forth in this commitment letter and Exhibit B hereto and subject only to the conditions set forth in Exhibit C of this commitment letter (this commitment letter, together with the Exhibits attached hereto, is referred to herein as the "**Commitment Letter**"). Prior to the funding of the Incremental Term Loans on the Incremental Closing Date, the Initial Incremental Lender will not (other than to any of the other Commitment Parties) assign, syndicate or participate its commitments in respect of the Incremental Term Facility without your prior written consent (which may be withheld in your sole discretion). Without limiting the prohibitions on assignments set forth herein, (a) unless you agree in writing in your sole discretion, each of the Commitment Parties shall retain exclusive control over all rights and obligations with respect to its commitments in respect of the Incremental Term Facility, including all rights with respect to any consent, waiver, modification, supplement and/or amendment, until the Incremental Closing Date has occurred and (b) no syndication, assignment, participation or other transfer of any of its commitments in respect of the Incremental Term Facility by any Commitment Party shall be permitted or otherwise become effective until after the Incremental Closing Date has occurred unless you agree in writing in your sole discretion.

2. Titles and Roles.

It is agreed that Blackstone will act as lead arranger for the Incremental Term Facility (in such capacity, the "**Lead Arranger**") and will hold the roles and responsibilities conventionally understood to be associated with such designation. No other arrangers, bookrunners, managers, agents or co-agents will be appointed, no other titles will be awarded and no compensation (other than that expressly contemplated by the Commitment Letter and the Incremental Fee Letter (as defined below)) will be paid in connection with the Incremental Term Facility unless you and we so agree.

3. [Reserved].

4. Information.

You hereby represent and warrant that (it being understood that the accuracy of such representation and warranty shall not be a condition to the commitments hereunder or to the funding of the Incremental Term Facility on the Incremental Closing Date) (a) (with respect to information provided by or relating to the Target or its subsidiaries, to the best of your knowledge) all written information and written data (such information and data, other than (i) any projections that have been made available to us by you in connection with the transactions contemplated hereby (including financial estimates, budgets, forecasts and other forward-looking information, the "**Projections**"), and (ii) information of a general economic or general industry nature, the "**Information**") that have been or will be made available to the Commitment Parties by, or on behalf of, you, taken as a whole, does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto) and (b) the Projections that have been or will be made available to the Commitment Parties by, or on behalf of, you have been or will be prepared in good faith based upon assumptions that are believed by you to be reasonable at the time any such Projections are delivered to the Commitment Parties; it being understood that any such Projections are not to be viewed as

facts, are subject to significant uncertainties and contingencies, many of which are beyond your control, that no assurance can be given that any particular Projections will be realized, that actual results may differ significantly from the projected results and that such differences may be material. You agree that, if at any time prior to the Incremental Closing Date, you become aware that any of the representations and warranties in the preceding sentence would be incorrect in any material respect if the Information and Projections were being furnished, and such representations and warranties were being made, at such time, then you will (i) with respect to Information or Projections relating to you or your subsidiaries, promptly supplement the Information or the Projections, as applicable and (ii) with respect to Information or Projections provided by or relating to the Target or its subsidiaries, use commercially reasonable efforts (only to the extent practical and appropriate and in all instances not in contravention of the terms of the Acquisition Agreement as in effect on the date hereof) to promptly supplement the Information and the Projections from time to time until the Incremental Closing Date, so that such representations will be correct in all material respects (with respect to information provided by or relating to the Target and its subsidiaries provided at any time on or prior to the Incremental Closing Date, to your knowledge) under those circumstances; *provided*, that any such supplementation shall cure any breach of such representations. In providing their commitments hereunder, the Commitment Parties will be entitled to use and rely on the Information and the Projections without responsibility for independent verification thereof and does not assume responsibility for the accuracy or completeness thereof.

5. Fees.

As consideration for the commitments of the Initial Incremental Lender hereunder, you agree to pay the fees set forth in the amended and restated fee letter of even date herewith addressed to you providing, among other things, for certain fees relating to the Incremental Term Facility (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Incremental Fee Letter**"). Once paid, such fees shall not be refundable under any circumstances, except as otherwise contemplated by the Incremental Fee Letter or agreed in writing by the parties hereto. The fees set forth in the Incremental Fee Letter are being paid to the Commitment Parties as consideration for their commitment to provide capital in respect of the Incremental Term Facility under this Commitment Letter, and not in exchange for the Lead Arranger's services.

6. Conditions Precedent.

The commitments of the Initial Incremental Lender hereunder are subject only to the conditions set forth in Exhibit C; it being understood that there are no conditions (implied or otherwise) to the commitments hereunder (including compliance with the terms of this Commitment Letter, the Incremental Fee Letter and the Incremental Term Facility Documentation) other than those conditions set forth in Exhibit C that are expressly stated to be conditions to the availability of, and funding under, the Incremental Term Facility on the Incremental Closing Date (and upon satisfaction or waiver of such conditions, the funding under the Incremental Term Facility shall occur).

The Borrower hereby elects, pursuant to Section 1.06 of the Credit Agreement, that the Transactions are Limited Condition Transactions (as defined in the Credit Agreement) and that the Limited Conditionality Test Date (as defined in the Credit Agreement) with respect thereto shall be the Original Signing Date (the "**LMB Limited Conditionality Test Date**"). Notwithstanding anything to the contrary in this Commitment Letter, the Incremental Fee Letter, the Incremental Term Facility Documentation or any other letter agreement or other undertaking concerning the financing of the Transactions, (i) the only representations and warranties made on the Incremental Closing Date, the accuracy of which shall be a condition to the availability of, and funding under, the Incremental Term Facility on such date, shall be the Specified Credit Agreement Representations (as defined in the Credit Agreement provided, that, (I) each reference to the "Closing Date" set forth in such definition shall be a reference to the LMB Limited

Conditionality Test Date and (II) each reference to the "Loans" set forth in such definition shall be a reference to the Incremental Term Loans) (the Specified Credit Agreement Representations as so modified, the "**Specified LMB Representations**") and (ii) the terms of the Incremental Term Facility Documentation and the Closing Deliverables shall be in a form such that they do not impair the availability of, and funding under, the Incremental Term Facility on the Incremental Closing Date if the conditions expressly set forth in Exhibit C are satisfied (it being understood and agreed that, in accordance with the Credit Agreement, the Target is not required to become a Loan Party and the assets of the Acquired Business will not constitute Collateral). This paragraph shall be referred to herein as the "**Limited Conditionality Provision**".

7. Indemnification; Expenses.

You agree (a) to indemnify and hold harmless each of the Commitment Parties and each of their respective affiliates and controlling persons and the respective officers, directors, employees, partners, advisors, agents, and representatives of each of the foregoing and their respective successors and permitted assigns (each, an "**Indemnified Person**") from and against any and all losses, claims, damages, liabilities and out-of-pocket expenses, joint or several, to which any such Indemnified Person may become subject arising out of, resulting from or in connection with any actual or threatened claim, litigation, investigation or proceeding relating to this Commitment Letter, the Original Commitment Letter (as defined below), the July 2025 Commitment Letter (as defined below), the August 2025 Commitment Letter (as defined below), the Existing Commitment Letter (as defined below), the Incremental Fee Letter, the Incremental Fee Letter (as defined in the Original Commitment Letter) (the "**Original Incremental Fee Letter**"), the Incremental Fee Letter (as defined in the July 2025 Commitment Letter) (the "**July 2025 Incremental Fee Letter**"), the Incremental Fee Letter (as defined in the August 2025 Commitment Letter) (the "**August 2025 Incremental Fee Letter**"), the Incremental Fee Letter (as defined in the Existing Commitment Letter) (the "**Existing Incremental Fee Letter**"), the Transactions or the Incremental Term Facility (any of the foregoing, an "**Action**") and regardless of whether brought by you or any of your affiliates or any other person or against any person, regardless of whether any such Indemnified Person is a party thereto, and to reimburse each such Indemnified Person promptly and in any event within 30 days after receipt of a written request together with reasonably detailed backup documentation for any reasonable and documented out-of-pocket legal fees and expenses (including the reasonable and documented fees, charges and disbursements of any counsel to the Indemnified Persons (excluding allocated costs of internal counsel) (limited to one primary outside counsel for all Indemnified Persons and one special or local counsel in each relevant jurisdiction and, in the case of an actual conflict of interest of another firm of counsel for all such affected Indemnified Persons)) or other reasonable and documented out-of-pocket expenses incurred in connection with investigating, or defending any of the foregoing; *provided*, that the foregoing indemnity will not, as to any Indemnified Person, be available to the extent that such losses, claims, damages, liabilities or expenses (x) are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnified Person (or such Indemnified Person's Related Parties), (y) are attributable to a material breach of such Indemnified Person (or such Indemnified Person's Related Parties) of its obligations under this Commitment Letter, the Original Commitment Letter, the July 2025 Commitment Letter, the August 2025 Commitment Letter, the Existing Commitment Letter, the Incremental Fee Letter, the Original Incremental Fee Letter, the July 2025 Incremental Fee Letter, the August 2025 Incremental Fee Letter, the Existing Incremental Fee Letter or the Incremental Term Facility Documentation or (z) relate to disputes solely among or between Indemnified Persons other than claims against any Commitment Party in its capacity or in fulfilling its role as an arranger or any similar role under the Incremental Term Facility and other than any claims arising out of any act or omission on the part of you or your affiliates (as determined by a court of competent jurisdiction in a final and non-appealable judgment) and (b) to reimburse the Commitment Parties, upon presentation of a summary statement, together with any supporting documentation reasonably requested by you, for all reasonable and documented out-of-pocket expenses (including but not limited to out-of-pocket expenses of such Initial Incremental Lender's due diligence investigation and reasonable fees, disbursements and other

charges of (x) one counsel for the Administrative Agent, (y) one counsel for the Initial Incremental Lender and (z) one local counsel of the Administrative Agent and the Initial Incremental Lender in each applicable jurisdiction and, if reasonably necessary any special or regulatory counsel of the Administrative Agent and the Initial Incremental Lender), in each case incurred in connection with the Incremental Term Facility and the preparation of this Commitment Letter, the Original Commitment Letter, the July 2025 Commitment Letter, the August 2025 Commitment Letter, the Existing Commitment Letter, the Incremental Fee Letter, the Original Incremental Fee Letter, the July 2025 Incremental Fee Letter, the August 2025 Incremental Fee Letter, the Existing Incremental Fee Letter, the Incremental Term Facility Documentation and any security arrangements in connection therewith (collectively, the "**Expenses**"); *provided* that, you shall not be required to reimburse any of the Expenses in the event the Incremental Closing Date does not occur. Notwithstanding any other provision of this Commitment Letter, (i) except to the extent arising from an Indemnified Person's gross negligence or willful misconduct, no Indemnified Person shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Commitment Letter, the Original Commitment Letter, the July 2025 Commitment Letter, the August 2025 Commitment Letter, the Existing Commitment Letter, the Incremental Fee Letter, the Original Incremental Fee Letter, the July 2025 Incremental Fee Letter, the August 2025 Incremental Fee Letter, the Existing Incremental Fee Letter, the Transactions or the Incremental Term Facility and (ii) no Indemnified Person shall assert, and each Indemnified Person hereby waives, any claim against any Loan Party or any Related Party of any Loan Party, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Commitment Letter, the Original Commitment Letter, the July 2025 Commitment Letter, the August 2025 Commitment Letter, the Existing Commitment Letter, the Incremental Fee Letter, the Original Incremental Fee Letter, the July 2025 Incremental Fee Letter, the August 2025 Incremental Fee Letter, the Existing Incremental Fee Letter, the Incremental Term Facility, the Transactions (including the Incremental Term Facility and the use of proceeds thereunder), or with respect to any activities related to the Incremental Term Facility; *provided* that nothing in the foregoing clause (ii) shall limit the indemnification and reimbursement obligations of any Loan Party or any Related Party of a Loan Party to the extent such special, indirect, consequential or punitive damages are included in any third party claim with respect to which such Indemnified Person is entitled to indemnification hereunder. You shall not be liable for any settlement, compromise or consent to the entry of any judgment in any Action effected without your consent (which consent shall not be unreasonably withheld or delayed), but if settled with your written consent or if there is a final non-appealable judgment in any such Action with your written consent, you agree to indemnify and hold harmless each Indemnified Person from and against any and all losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with this Section 7. You shall not, without the prior written consent of the affected Indemnified Person (which consent shall not be unreasonably withheld, delayed or conditioned), effect any settlement of any pending or threatened Action against such Indemnified Person in respect of which indemnity has been sought hereunder by such Indemnified Person unless such settlement (i) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person (which approval shall not be unreasonably withheld, delayed or conditioned) from all liability or claims that are the subject matter of such Action and (ii) does not include any statement as to any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Person. Notwithstanding the foregoing, each Indemnified Person shall be obligated to refund and return promptly any and all amounts paid by you or any of your affiliates under this Section 7 to such Indemnified Person for any such losses, claims, damages, liabilities or expenses to the extent such Indemnified Person is not entitled to payment of such amounts in accordance with the terms hereof, as determined by a court of competent jurisdiction by a final and non-appealable judgment.

8. Sharing Information; Absence of Fiduciary Relationship; Affiliate Activities.

You acknowledge that the Commitment Parties and their affiliates may be providing debt financing, equity capital or other services (including, without limitation, investment banking and financial advisory services, securities trading, hedging, financing and brokerage activities and financial planning and benefits counseling) to other companies in respect of which you may have conflicting interests. We will not furnish confidential information obtained from you by virtue of the transactions contemplated by this Commitment Letter or our other relationships with you to other companies (except as contemplated in Section 12 below). You also acknowledge that we do not have any obligation to use in connection with the transactions contemplated by this Commitment Letter, or to furnish to you, confidential information obtained by us or any of our respective affiliates from other companies.

You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and any Commitment Party is intended to be or has been created in respect of any of the transactions contemplated by this Commitment Letter, irrespective of whether such Commitment Party has advised or is advising you on other matters, (b) each Commitment Party, on the one hand, and you, on the other hand, have an arm's-length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty on the part of such Commitment Party and you waive, to the fullest extent permitted by law, any claims you may have against us for breach of fiduciary duty or alleged breach of fiduciary duty in connection with the Transactions and agree that we will have no liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on your behalf, including equity holders, employees or creditors, (c) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Commitment Letter and you have consulted with your own legal, accounting, regulatory, tax and financial advisors to the extent you have deemed appropriate, (d) you have been advised that each Commitment Party and its affiliates is engaged in a broad range of transactions that may involve interests that differ from your interests and that no Commitment Party has an obligation to disclose such interests and transactions to you by virtue of any fiduciary, advisory or agency relationship and (e) each Commitment Party has been, is and will be acting solely as a principal and except as otherwise expressly agreed in writing by the relevant parties, has not been, is not and will not be acting as an advisor, agent or fiduciary for you, any of your affiliates or any other person or entity. In addition, the Commitment Parties may employ the services of their respective affiliates or branches in providing certain services hereunder and may exchange with such affiliates or branches information in connection therewith concerning you, the Target and your and its respective subsidiaries, and such affiliates shall be entitled to the benefits afforded to, and subject to the obligations of, the Commitment Parties hereunder, but no Commitment Party shall be relieved of its obligations under this Commitment Letter. You acknowledge and agree that neither we nor our affiliates have provided you with legal, tax, regulatory, financial or accounting advice and that you have obtained such independent advice from your own advisors to the extent you have deemed appropriate.

As you know, in the ordinary course of business, each Commitment Party may acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of you, the Target and your and its respective subsidiaries and other companies with which you, the Target, the Sponsor or your or their respective subsidiaries may have commercial or other relationships. With respect to any securities and/or financial instruments so held by the Commitment Parties, their respective affiliates or any of their respective customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion.

9. Assignments; Amendments; Governing Law, Etc.

This Commitment Letter, the Incremental Fee Letter and the commitments hereunder shall not be assignable by any party hereto without the prior written consent of each other party hereto (and any attempted assignment without such consent shall be null and void), are intended to be solely for the benefit of the parties hereto and their permitted successors and assigns (and Indemnified Persons), are not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and their permitted successors and assigns (and Indemnified Persons) and are not intended to create a fiduciary relationship among the parties hereto. Any and all services to be provided by the Commitment Parties hereunder may be performed by or through any of their respective affiliates or branches and the provisions of Section 7 shall apply with equal force and effect to any such entities so performing any such duties or activities, but no Commitment Party shall be relieved of its obligations under this Commitment Letter. This Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by the Commitment Parties and you. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile transmission or by ".pdf" or similar electronic transmission shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," "delivery," and words of like import in this Commitment Letter shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This Commitment Letter, together with the Incremental Fee Letter, contains the entire agreement among the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto. Section headings used herein are for convenience of reference only, are not part of this Commitment Letter and are not to affect the construction of, or to be taken into consideration in interpreting, this Commitment Letter.

THIS COMMITMENT LETTER AND ANY CLAIM, CONTROVERSY OR DISPUTE (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING UNDER OR RELATED TO THIS COMMITMENT LETTER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK. Notwithstanding the preceding sentence, interpretation of the provisions of the Acquisition Agreement (including with respect to satisfaction of the conditions contained therein, whether the Acquisition has been consummated as contemplated by the Acquisition Agreement in accordance with the terms thereof) and all issues, claims and disputes concerning the construction, validity, interpretation and enforceability of the Acquisition Agreement and the exhibits and schedules thereto shall, in each case, be governed by French law.

Each of the parties hereto agrees that this Commitment Letter is a binding and enforceable agreement with respect to the subject matter contained herein, it being acknowledged and agreed that the commitments provided hereunder are subject solely to the conditions expressly stated in Exhibit C, including the execution and delivery of the Incremental Term Facility Documentation by the Borrower and Guarantors in a manner consistent with this Commitment Letter.

10. WAIVER OF JURY TRIAL.

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE REQUIREMENTS OF LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE TRANSACTIONS, THIS COMMITMENT LETTER, THE ORIGINAL COMMITMENT LETTER,

THE JULY 2025 COMMITMENT LETTER, THE AUGUST 2025 COMMITMENT LETTER, THE EXISTING COMMITMENT LETTER, THE INCREMENTAL FEE LETTER, THE ORIGINAL INCREMENTAL FEE LETTER, THE JULY 2025 INCREMENTAL FEE LETTER, THE AUGUST 2025 INCREMENTAL FEE LETTER OR THE EXISTING INCREMENTAL FEE LETTER (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS COMMITMENT LETTER BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11. Jurisdiction.

Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County in the Borough of Manhattan and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Commitment Letter, the Original Commitment Letter, the July 2025 Commitment Letter, the August 2025 Commitment Letter, the Existing Commitment Letter, the Incremental Fee Letter, the Original Incremental Fee Letter, the July 2025 Incremental Fee Letter, the August 2025 Incremental Fee Letter, the Existing Incremental Fee Letter or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such Federal court; (b) waives, to the fullest extent permitted by applicable Requirements of Law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Commitment Letter, the Original Commitment Letter, the July 2025 Commitment Letter, the August 2025 Commitment Letter, the Existing Commitment Letter, the Incremental Fee Letter, the Original Incremental Fee Letter, the July 2025 Incremental Fee Letter, the August 2025 Incremental Fee Letter, the Existing Incremental Fee Letter or the transactions contemplated hereby or thereby, in any court referred to clause (a) above; (c) waives, to the fullest extent permitted by applicable Requirements of Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and (d) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Service of any process, summons, notice or document by registered mail or overnight courier addressed to any of the parties hereto at the addresses set forth above shall be effective service of process against such party for any suit, action or proceeding brought in any such court.

12. Confidentiality.

This Commitment Letter is delivered to you on the understanding that none of the Incremental Fee Letter, the Original Incremental Fee Letter, the July 2025 Incremental Fee Letter, the August 2025 Incremental Fee Letter, the Existing Incremental Fee Letter, this Commitment Letter, the Original Commitment Letter, the July 2025 Commitment Letter, the August 2025 Commitment Letter or the Existing Commitment Letter, or their terms or substance, shall be disclosed, directly or indirectly, to any other person or entity (including other lenders, underwriters, placement agents, advisors or any similar persons) except (a) to any Permitted Holders, your other equity holders and to your and their respective officers, directors, employees, affiliates, members, partners, successors, stockholders, attorneys, accountants, agents and advisors on a confidential basis, (b) if the Commitment Parties consent in writing to such proposed disclosure, (c) [reserved], (d) this Commitment Letter, the Original Commitment Letter, the July 2025

Commitment Letter, the August 2025 Commitment Letter and the Existing Commitment Letter (but not the Incremental Fee Letter, the Original Incremental Fee Letter, the July 2025 Incremental Fee Letter, the August 2025 Incremental Fee Letter or the Existing Incremental Fee Letter) may be disclosed as may be required by the rules, regulations, schedules and forms of the Securities and Exchange Commission in connection with any filings with the Securities and Exchange Commission in connection with the Transactions (in which case you agree to inform us promptly thereof to the extent lawfully permitted to do so) or (e) pursuant to the order of any court or administrative agency or otherwise as required by applicable law or regulation or as requested by a governmental authority (in which case you agree to inform us promptly thereof to the extent lawfully permitted to do so); *provided* that (i) you may disclose this Commitment Letter and the contents thereof, the Original Commitment Letter and the contents thereof, the July 2025 Commitment Letter and the contents thereof, the August 2025 Commitment Letter and the contents thereof and the Existing Commitment Letter and the contents thereof (but not the Incremental Fee Letter and the contents thereof, the Original Incremental Fee Letter and the contents thereof, the July 2025 Incremental Fee Letter and the contents thereof, the August 2025 Incremental Fee Letter and the contents thereof or the Existing Incremental Fee Letter and the contents thereof), except to the extent the foregoing shall have been redacted in a manner reasonably acceptable to the Lead Arranger) to the Target and its equity holders and their respective officers, directors, employees, attorneys, accountants, agents and advisors, on a confidential basis, (ii) you may disclose the aggregate fees in the Incremental Fee Letter as part of generic disclosure regarding fees and expenses in any funds flow memorandum prepared in connection with the Transactions, (iii) you may disclose, on a confidential basis, the Incremental Fee Letter and the contents thereof after the Incremental Closing Date for customary accounting purposes, including accounting for deferred financing costs (including to your auditors and the Target's auditors), (iv) [reserved] and (v) you may disclose this Commitment Letter and the contents hereof, the Original Commitment Letter and the contents thereof, the July 2025 Commitment Letter and the contents thereof, the August 2025 Commitment Letter and the contents thereof and the Existing Commitment Letter and the contents thereof (but not the Incremental Fee Letter and the contents thereof, the Original Incremental Fee Letter and the contents thereof, the July 2025 Incremental Fee Letter and the contents thereof, the August 2025 Incremental Fee Letter and the contents thereof or the Existing Incremental Fee Letter and the contents thereof) in any proxy statement or other public filing in connection with the Acquisition. Your obligations under this paragraph with regard to this Commitment Letter (but not the Incremental Fee Letter) shall terminate on the earlier of (x) the second anniversary of the Original Signing Date, and (y) the execution and delivery by the parties thereto of the Incremental Term Facility Documentation.

Each Commitment Party and its affiliates will use all confidential information provided to it or such affiliates by or on behalf of you hereunder solely for the purpose of providing the services which are the subject of this Commitment Letter and shall treat confidentially all such information; *provided* that nothing herein shall prevent a Commitment Party from disclosing any such information (a) pursuant to the order of any court or administrative agency or otherwise as required by applicable law or regulation or as requested by a governmental authority (in which case such Commitment Party agrees to inform you promptly thereof to the extent lawfully permitted to do so), (b) upon the request or demand of any regulatory authority or self-regulatory authority (such as the National Association of Insurance Commissioners) having jurisdiction over such Commitment Party or any of its affiliates (in which case such Commitment Party agrees to inform you promptly thereof, to the extent practicable, unless such Commitment Party is prohibited by applicable law from so informing you, or except in connection with any periodic regulatory filing, request, or as part of a regulatory examination or audit), (c) to the extent that such information becomes publicly available other than by reason of improper disclosure by such Commitment Party or any of its affiliates in violation of the confidentiality obligations owing to you, the Target and any of your or their respective subsidiaries or affiliates as set forth in this paragraph, (d) to the extent that such information is received by such Commitment Party from a third party that is not to such Commitment Party's knowledge subject to confidentiality obligations to you, the Target or the Sponsor, (e) to the extent that such information is independently developed by such Commitment Party so long as not based on information obtained in a

manner that would otherwise violate this provision, (f) to such Commitment Party's affiliates and such Commitment Party's and its affiliates' respective employees, officers, directors, controlling persons, trustees, managers, advisors (including, without limitation, legal counsel, independent auditors and other experts or agents) and current or prospective financing sources or investors (collectively, the "**Representatives**") who need to know such information in connection with the Transactions and are informed of the confidential nature of such information (*provided* that such Commitment Party shall be responsible for its affiliates and Representatives' compliance with this paragraph (in the case of Representatives, to the extent within its control); *provided, further*, that no such disclosure shall be made to any Restricted Affiliates other than a limited number of employees who are required, in accordance with industry regulations or Blackstone's internal policies and procedures to act in a supervisory capacity and the internal legal, compliance, risk management, credit or investment committee members of Blackstone), (g) to rating agencies for the purpose of obtaining shadow ratings, (h) for purposes of establishing a "due diligence" defense, (i) to market data collectors for customary purposes in the lending industry in connection with the Incremental Term Facility, (j) to the extent you shall have consented to such disclosure in writing; or (k) in connection with the enforcement of the Commitment Parties' rights and remedies hereunder with any court or administrative agency. Each Commitment Party's obligations under this paragraph shall automatically terminate and be superseded by the confidentiality provisions in the Incremental Term Facility Documentation upon the execution and delivery of the Incremental Term Facility Documentation and in any event shall terminate on the second anniversary of the Original Signing Date. Each Commitment Party shall be principally liable to the extent any confidentiality restrictions set forth herein are violated by one or more of its affiliates or any of its or their respective Representatives.

13. Surviving Provisions.

The indemnification, expense reimbursement, compensation (if applicable), confidentiality, jurisdiction, venue, governing law, waiver of jury trial and fiduciary duty provisions contained herein and in the Incremental Fee Letter shall remain in full force and effect regardless of whether definitive financing documentation shall be executed and delivered and notwithstanding the termination of this Commitment Letter or the Initial Incremental Lender's commitments hereunder and the Lead Arranger's agreement to provide the services described herein; *provided* that your obligations under this Commitment Letter, other than those relating to confidentiality (if the Incremental Term Facility has been funded), shall automatically terminate and be superseded by the Incremental Term Facility Documentation (to the extent covered thereby) upon the funding under the Incremental Term Facility, and you shall be released from all liability in connection therewith at such time.

14. PATRIOT ACT Notification.

We hereby notify you that pursuant to the requirements of the USA PATRIOT Improvement and Reauthorization Act, Pub. L. 109-177 (signed into law March 9, 2006) (the "**Patriot Act**") and the requirements of 31 C.F.R. §1010.230 (the "**Beneficial Ownership Regulation**"), each Commitment Party and the Initial Incremental Lender is required to obtain, verify and record information that identifies the Borrower and each Guarantor, which information includes the name, address, tax identification number and other information regarding the Borrower and each Guarantor that will allow such Commitment Party or such Lender to identify the Borrower and each Guarantor, including by delivery of a certification regarding beneficial ownership in relation to the Borrower, in accordance with, or as otherwise required by, the Patriot Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the Patriot Act and the Beneficial Ownership Regulation and is effective as to each Commitment Party and the Initial Incremental Lender.

15. Amendment and Restatement.

This Amended and Restated Commitment Letter amends and restates in its entirety that certain Amended and Restated Commitment Letter, dated as of October 28, 2025, by and among you and Blackstone (the "**Existing Commitment Letter**"), which amended and restated that certain Amended and Restated Commitment Letter, dated as of August 29, 2025, by and among you and Blackstone (the "**August 2025 Commitment Letter**"), which amended and restated that certain Amended and Restated Commitment Letter, dated as of July 29, 2025, by and among you and Blackstone (the "**July 2025 Commitment Letter**"), which amended and restated that certain Commitment Letter, dated as of February 20, 2025 (the "**Original Signing Date**"), by and among you and Blackstone (the "**Original Commitment Letter**"). The Existing Commitment Letter shall be superseded and replaced in its entirety upon the effectiveness of this Commitment Letter.

16. Acceptance and Termination.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms of this Commitment Letter and of the Incremental Fee Letter by returning to the Lead Arranger executed counterparts hereof and of the Incremental Fee Letter not later than 11:59 p.m., New York City time, on the date of this Commitment Letter. The Commitment Parties' commitments hereunder and agreements contained herein will expire at such time in the event that the Lead Arranger have not received such executed counterparts in accordance with the immediately preceding sentence. In the event that the initial borrowing in respect of the Incremental Term Facility does not occur on or before 11:59 p.m., New York City time, on the date that is 5 Business days after the Long Stop Date (as defined in the Acquisition Agreement in the form as in effect on the date hereof (for the avoidance of doubt, as extended by the Acquisition Agreement Amendments, and without giving effect to any further extensions thereunder) contemplated by the Put Option as in effect as of the date hereof), then this Commitment Letter and the commitments and undertakings of each Commitment Party hereunder shall automatically terminate unless it shall, in its discretion, agree to an extension. Notwithstanding anything in this paragraph to the contrary, the termination of any commitment pursuant to this paragraph does not prejudice our or your rights and remedies in respect of any breach of this Commitment Letter.

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The Commitment Parties are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

BLACKSTONE ALTERNATIVE CREDIT ADVISORS LP

By: /s/ Marisa Beeney
Name: Marisa Beeney
Title: Authorized Signatory

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Accepted and agreed to as of
the date first above written:

LOAR GROUP INC.

By: /s/ Glenn D'Alessandro
Name: Glenn D'Alessandro
Title: Chief Financial Officer

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Exhibit 31.1

CERTIFICATION PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Dirkson Charles, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Loar Holdings Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. [Omitted];

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 12, 2025 By: /s/ Dirkson Charles

Dirkson Charles
President, Chief Executive Officer and Executive Co-Chairman
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Glenn D'Alessandro, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Loar Holdings Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. [Omitted];

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 12, 2025 By: /s/ Glenn D'Alessandro

Glenn D'Alessandro
Treasurer and Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Loar Holdings Inc. (the "Company") for the quarterly period ended September 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Dirkson Charles, President, Chief Executive Officer and Executive Co-Chairman of the Company, do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

November 12, 2025 By: /s/ Dirkson Charles

Dirkson Charles
President, Chief Executive Officer and Executive Co-Chairman
(Principal Executive Officer)

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Loar Holdings Inc. (the "Company") for the quarterly period ended September 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Glenn D'Alessandro, Chief Financial Officer of the Company, do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

November 12, 2025 By: /s/ Glenn D'Alessandro

Glenn D'Alessandro
Treasurer and Chief Financial Officer
(Principal Financial Officer)