

As filed with the Securities and Exchange Commission on November 13, 2018

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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

TAT TECHNOLOGIES LTD.

(Exact name of registrant as specified in its charter)

Israel

(State or other jurisdiction of incorporation or organization)

Not Applicable

(I.R.S. Employer Identification No.)

P.O. BOX 80, Gedera 70750 Israel

(Address of Principal Executive Offices) (Zip Code)

TAT Technologies Ltd. 2012 Stock Option Plan

(Full title of the plans)

Chief Executive Officer

Limco-Piedmont, Inc.

5304 S. Lawton Avenue

Tulsa, Oklahoma 74107

(Name and address of agent for service)

918-445-4300

(Telephone number, including area code, of agent for service)

Copies to:

Idan Lidor, Adv.

Naschitz, Brandes, Amir & Co.

5 Tuval Street

Tel-Aviv 6789717, Israel

Tel: 972 3-623-5000

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

Large Accelerated filer ☐ Accelerated filer ☐ Non-accelerated filer ☐ Smaller Reporting Company ☐

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee (2)
Ordinary Shares, par value NIS 0.90 New Israeli Shekels per share, to be issued under the TAT Technologies Ltd. 2012 Stock Option Plan	300,000(3)	\$ 6.98(4)	\$ 2,094,270(5)	\$ 253.826

- (1) This Registration Statement covers Ordinary Shares of TAT Technologies, Ltd. (the "Registrant"): (i) issuable pursuant to the exercise of options granted prior to the date hereof under the TAT Technologies Ltd. Amended and restated 2012 Stock Option Plan (the "Plan"), (ii) to be issued under the Plan, and (iii) pursuant to Rule 416(a) of the Securities Act of 1933, as amended, any additional shares of Ordinary Shares, which become issuable under the Plan by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the Registrant's receipt of consideration which results in an increase in the number of the outstanding shares of the Registrant's Ordinary Shares.
- (2) Calculated pursuant to Section 6(b) of the Securities Act of 1933, as amended, as follows: proposed maximum aggregate offering price multiplied by 0.0001212.
- (3) Issuable under options and other share incentive awards that may be granted in the future under the Plan.
- (4) Estimated in accordance with Rule 457(h) under the Securities Act of 1933, as amended, solely for the purpose of calculating the registration fee on the basis of the weighted average exercise price (rounded to the nearest cent) of the options outstanding under the Plan.
- (5) Estimated in accordance with Rule 457(c) and (h) under the Securities Act of 1933, as amended, solely for the purpose of calculating the registration fee on the basis of \$ 6.98 per share, which represents the average of the high and low price of the Registrant's Ordinary Shares as reported on the NASDAQ Global Market on November 12, 2018.

This Registration Statement shall become effective immediately upon filing as provided in Rule 462 under the Securities Act of 1933.

EXPLANATORY NOTE

The purpose of this Registration Statement on Form S-8 is to register an additional 300,000 Ordinary Shares for issuance under the Registrant's 2012 Stock Option Plan, or the Plan. In accordance with General Instruction E of Form S-8, the content of the Registrant's Registration Statement on Form S-8 (Files No. 333- 189758, 333-208990 and 333-219031) filed with the Securities and Exchange Commission on July 2, 2013, January 14, 2016 and June 29, 2017, is incorporated herein by reference and the information required by Part II is omitted, except as supplemented by the information set forth below.

Item 8. EXHIBITS.

- 4.1 Memorandum of Association of the Registrant. *
- [4.2 Articles of Association of the Registrant, as amended and restated. **](#)
- 4.3 Specimen Certificate for Ordinary Shares. *
- [4.4 Amended and restated company's 2012 Stock Option***](#)
- [4.5 Form of 102 Stock Option Agreement \(Israel\).](#)
- [4.6 Form of Stock Option Agreement \(US\).](#)
- [5.1 Opinion of Naschitz, Brandes, Amir & Co., Advocates.](#)
- [23.1 Consent of Kesselman & Kesselman, a member firm of PricewaterhouseCoopers International Limited.](#)
- [23.2 Consent of Naschitz, Brandes, Amir & Co., Advocates \(included in Exhibit 5.1\).](#)
- [24.1 Power of Attorney \(included on the signature page of this Registration Statement\).](#)

* Filed as Exhibit 1.2 to the Registrant's Annual Report on Form 20-F for the year ended December 31, 1992 and incorporated herein by reference.

** Filed as Appendix B of Exhibit 1 to the Registrant's Proxy Statement for Annual and Extraordinary General Meeting filed with the Securities and Exchange Commission on August 30, 2018, and incorporated herein by reference.

*** Filed as Appendix C of Exhibit 1 to the Registrant's Proxy Statement for Annual and Extraordinary General Meeting filed with the Securities and Exchange Commission on August 30, 2018, and incorporated herein by reference.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Gedera, State of Israel on November 13, 2018.

TAT Technologies Ltd.

By: /s/ Ehud Ben-Yair

Name: Ehud Ben-Yair

Title: Chief Financial Officer

OPTION AGREEMENT

Made as of _____, __, _____

BETWEEN:

TAT TECHNOLOGIES LTD.

A company incorporated in Israel
With an address at Reem Industrial Park,
1 Neta Blvd., Bney Ayish, 60860, Israel
(hereinafter the "**Company**")

on the one part

AND:

Name: _____
I.D. No. _____
With an address at _____
(hereinafter the "**Optionee**")

on the other part

WHEREAS The Company duly adopted approved the 2012 Stock Option Plan, as amended, a copy of which is attached as **Exhibit A** hereto, forming an integral part hereof (the "**Plan**"); and

WHEREAS Pursuant to the Plan, the Company wishes to grant the Optionee, pursuant and subject to the provisions of Section 102 of the Income Tax Ordinance (New Version) 1961 (the "**ITO**") and the regulations promulgated thereunder, including without limitation the Israeli Income Tax Rules (Tax Benefits in Stock Issuance to Employees) 2003 (the "**Rules**") or such other rules published by the Israeli Income Tax Authorities ("**ITA**"), options to purchase Ordinary Shares, par value NIS 0.90 per share, of the Company (the "**Options**");

NOW, THEREFORE, it is agreed as follows:

1. Preamble and Definitions

- 1.1. The preamble to this agreement constitutes an integral part hereof.
 - 1.2. Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed to them in the Plan.
 - 1.3. Optionee has reviewed the Plan and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all provisions of the Plan and this Agreement.
 - 1.4. Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board and/or Committee upon any questions relating to the Plan and this Agreement.
 - 1.5. Optionee and the Company further agree that the Options are granted under and governed by Section 102(b)(2) and Section 102(b)(3) of the ITO and the Rules promulgated in connection therewith and the Trust Deed, a copy of which is attached as Exhibit C hereto, forming an integral part hereof.
 - 1.6. Furthermore, by Optionee's signature below, Optionee agrees that the Options and any underlying Shares will be issued to or controlled by ESOP Management and Trust Services Ltd. (the "**Trustee**") for the Optionee's benefit, pursuant to the terms of the ITO, the Rules and the Trust Deed. Optionee confirms that he is familiar with the terms and provisions of Section 102 of the ITO, particularly the Capital Gains Track described in subsections (b)(2) and (b)(3) thereof, and agrees that he will not require the Trustee to release the Options or Shares to him, or to sell the Options or Shares to a third party, during the Required Holding Period, unless permitted to do so by applicable law and unless he bears the full implications of such request.
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2. Grant of Options

- 2.1. The Company hereby grants to the Optionee the number of Options as set forth in Exhibit B, each Option exercisable for one Ordinary Share of the Company, upon payment of the Exercise Price as set forth in Exhibit B, subject to the terms and the conditions as set forth in the Plan and as provided herein.
- 2.2. The Optionee is aware that the Company intends in the future to issue additional shares and to grant additional options to various entities and individuals, as the Company in its sole discretion shall determine.

3. Option Term and Conditions of Exercise

- 3.1. The Options may be exercised by the Optionee prior to the Expiration Date (as as set forth in Exhibit B) to the extent that the Options become vested and exercisable in accordance with Exhibit B hereto, and provided that, the Optionee is an employee or an office holder of the Company or any of its Affiliates, at all times during the period beginning with the Date of Grant and ending upon the date of exercise and subject to the termination provisions detailed in subsection (h) through (k) in section 6.3 of the Plan.
 - 3.2. Options may be exercised only to purchase whole Shares, and in no case may a fraction of a Share be purchased. If any fractional Share would be deliverable upon exercise, such fraction shall be rounded up one-half or less, or otherwise rounded down, to the nearest whole number.
 - 3.3. Detrimental Activity. For purposes of this Agreement, Detrimental Activity shall have the meaning set forth in the Plan. In the event that the Optionee engages in Detrimental Activity prior to any exercise of Options, such Options shall thereupon terminate and expire. As a condition of the exercise of Options, the Optionee shall be required to certify (or shall be deemed to have certified) at the time of exercise in a manner acceptable to the Company that he is in compliance with the terms and conditions of the Plan and that the Optionee has not engaged in, and does not intend to engage in, any Detrimental Activity. In the event the Optionee engages in Detrimental Activity during the one year period commencing on the later of the date the Options are exercised or become vested, the Company shall be entitled to recover from the Optionee at any time within one year after such exercise or vesting, and the Optionee shall pay over to the Company, an amount equal to any gain realized as a result of the exercise (whether at the time of exercise or thereafter).
-

4. Vesting; Exercise Period

- 4.1. Subject to the provisions of the Plan, Options shall vest and become exercisable according to the vesting schedule and acceleration provisions set forth in Exhibit B hereto.
- 4.2. As per the rules of the TASE, due to transition to clearing on T+ 1 in shares and convertible securities, no conversion of options shall take place on the effective date to distribution of bonus shares, offering by way of rights, distribution of dividends, capital consolidation, capital split or reduction of capital (each of the above- "Company Event"). Additionally, if the ex day of the Company Event shall occur prior to the effective date of the Company Event, no conversion of options shall take place on the ex day as aforesaid.
- 4.3. At the expiration of the Exercise Period, all unexercised Options shall become null and void.

5. Exercise of Options

- 5.1. Options may be exercised in accordance with the provisions of Section 6.3(f) of the Plan.
- 5.2. In order for the Company to issue Shares upon the exercise of any of the Options, the Optionee hereby agrees to sign any and all documents required by any applicable law and/or by the Company's Articles of Association.
- 5.3. The Company shall not be obligated to issue any Shares upon the exercise of Options if such issuance, in the opinion of the Company, might constitute a violation by the Company of any provision of law.

6. Trust

- 6.1. The Options granted hereunder are intended to be subject to the capital gains track of section 102 of the ITO. As such, the Options and any Shares issued thereunder shall be held or controlled by the Trustee for the benefit of the Optionee, until the Optionee chooses to sell them or release them from such holding or control of the Trustee. The Optionee shall be able, at any time, to request the sale of the Shares or the release of the Shares from the holding or control of the Trustee, subject to the terms of the Plan, this Agreement and any applicable law.
 - 6.2. Without derogating from the aforementioned, if the Shares are sold or released from the holding or control of the Trustee before the lapse of the period of time required under Section 102 of the ITO or any other period of time determined by the ITA (the "Holding Period"), the sanctions under Section 102 shall apply to and be borne by the Optionee. The Shares shall not be sold or released from the holding or control of the Trustee unless the Company and the Trustee are satisfied that the full amount of income tax or other tax-related withholding due have been paid or will be paid in relation thereto.
 - 6.3. In the event that stock dividends or rights to purchase additional shares (collectively, the "Additional Shares") are issued in respect of the Options or underlying Shares, or as a result of an adjustment made pursuant the Plan, such Additional Shares shall be held or controlled by the Trustee for the benefit of the Participant and shall be ruled by the same tax terms that apply to the respective Shares.
-

7. Taxes; Indemnification

- 7.1. Any tax consequences arising from the grant or exercise of any Option, from the payment for Shares covered thereby or from any other event or act (of the Company and/or its Affiliates, the Trustee or the Optionee), hereunder, shall be borne solely by the Optionee. The Company and/or its Affiliates and/or the Trustee shall withhold taxes according to the requirements under the applicable laws, rules, and regulations, including withholding taxes at source. Furthermore, the Optionee hereby agrees to indemnify the Company and/or its Affiliates and/or the Trustee and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to the Optionee.
- 7.2. The Optionee will not be entitled to receive from the Company and/or the Trustee any Shares allocated or issued upon the exercise of Options prior to the full payments of the Optionee's tax liabilities arising from Options which were granted to him and/or Shares issued upon the exercise of Options.
- 7.3. The Optionee acknowledges that the Company and/or the Trustee (a) makes no representations or undertakings regarding the tax treatment with any aspect of the Options, including the grant, vesting, or exercise of the Options, the subsequent sale of Shares acquired under the Plan and the receipt of dividends, if any; and (b) does not commit to and is under no obligation to structure the terms of the Options or any aspect of the Options to reduce or eliminate Optionee's tax liability, or achieve any particular tax result. Further, if Optionee has become subject to tax in more than one jurisdiction between the date of grant and the date of any relevant taxable event, Optionee acknowledges that the Company and/or the Trustee may be required to withhold tax in more than one jurisdiction.
- 7.4. The receipt of the Options and the acquisition of the Shares to be issued upon the exercise of the Options may result in tax consequences. THE OPTIONEE IS ADVISED TO CONSULT A TAX ADVISER WITH RESPECT TO THE TAX CONSEQUENCES OF RECEIVING OR EXERCISING THE OPTIONS OR DISPOSING OF THE SHARES.

8. Miscellaneous

- 8.1. No Guarantee of Continued Service. Neither this Agreement nor the grant of any Options shall give the Optionee any right with respect to continuance of employment, consultancy or directorship by the Company or any Affiliate, nor shall they be a limitation in any way on the right of the Company or any Affiliate by which an employee is employed or a Consultant or Non-Employee Director is retained to terminate his or her employment, consultancy or directorship at any time.
- 8.2. Plan Governs. This Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Agreement and one or more provisions of the Plan, the provisions of the Plan will govern.
- 8.3. Entire Agreement. Subject to the provisions of the Plan, to which this Agreement is subject, this Agreement, together with the exhibits hereto, constitute the entire agreement between the Optionee and the Company with respect to Options granted hereunder, and supersedes all prior agreements, understandings and arrangements, oral or written, between the Optionee and the Company with respect to the subject matter hereof.
- 8.4. Failure to Enforce - Not a Waiver. The failure of any party to enforce at any time any provisions of this Agreement or the Plan shall in no way be construed to be a waiver of such provision or of any other provision hereof.
- 8.5. Binding Effect. The Plan and this Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereof.
- 8.6. Governing Law. This Agreement and actions taken in connection herewith shall be governed and construed in accordance with the laws of Israel (regardless of the law that might otherwise govern under applicable Israeli principles of conflict of laws).
- 8.7. Notices. All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by registered mail or delivered by email or facsimile with written confirmation of receipt to the Optionee and/or to the Company at the addresses shown on the letterhead above, or at such other place as the Company may designate by written notice to the Optionee. The Optionee is responsible for notifying the Company in writing of any change in the Optionee's address, and the Company shall be deemed to have complied with any obligation to provide the Optionee with notice by sending such notice to the address indicated below.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

TAT Technologies Ltd.

Exhibit A TAT TECHNOLOGIES LTD 2012 STOCK OPTION PLAN AS AMENDED

Exhibit B: Terms of the Option

Exhibit C: Trust Deed

EXHIBIT B

TERMS OF THE OPTION

Name of the Optionee:

Date of Grant:

Designation:

- ☐ **Approved 102 Option:**
Capital Gain Option (CGO) ☒ ;or
Ordinary Income Option (OIO) ☐
☐ **Unapproved 102 Option**
☐ **3(i) Option**

1. Number of Options granted:
2. Exercise Price Per Share:
3. Vesting:
4. Expiration Date:

TAT Technologies Ltd.

OPTION AGREEMENT

Made as of _____, __, _____

BETWEEN:

TAT TECHNOLOGIES LTD.

A company incorporated in Israel
With an address at Reem Industrial Park,
1 Neta Blvd., Bney Ayish, 60860, Israel
(hereinafter the "**Company**")

on the one part

AND:

Name: _____
I.D. No. _____
With an address at _____
(hereinafter the "**Optionee**")

on the other part

WHEREAS The Company duly adopted approved the 2012 Stock Option Plan, a copy of which is attached as **Exhibit A** hereto, forming an integral part hereof (the "**Plan**"); and

WHEREAS Pursuant to the Plan, the Company wishes to grant the Optionee, pursuant and subject to the provisions of the Internal Revenue Code of 1986, as amended (the "**Code**") and the regulations promulgated thereunder, or such other rules published by the Internal Revenue Service ("**IRS**"), options to purchase Ordinary Shares, par value NIS 0.90 per share, of the Company (the "**Options**");

NOW, THEREFORE, it is agreed as follows:

1. **Preamble and Definitions**

- 1.1. The preamble to this agreement constitutes an integral part hereof.
 - 1.2. Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed to them in the Plan.
 - 1.3. Optionee has reviewed the Plan and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all provisions of the Plan and this Agreement.
 - 1.4. Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board and/or Committee upon any questions relating to the Plan and this Agreement.
 - 1.5. Optionee and the Company further agree that the Options are granted under and governed by Section 422 of the Code and the Rules promulgated in connection therewith.
 - 1.6. Furthermore, by Optionee's signature below, Optionee confirms that he is familiar with the terms and conditions under Section 422 of the Code.
-

2. Grant of Options

- 2.1. The Company hereby grants to the Optionee the number of Options, which can either be classified as Incentive Stock Options or Non-Qualified Stock Options as set forth in Exhibit B, each Option exercisable for one Ordinary Share of the Company, upon payment of the Exercise Price as set forth in Exhibit B, subject to the terms and the conditions as set forth in the Plan and as provided herein.
- 2.2. The Optionee is aware that the Company intends in the future to issue additional shares and to grant additional options to various entities and individuals, as the Company in its sole discretion shall determine.

3. Option Term and Conditions of Exercise

- 3.1. The Options may be exercised by the Optionee prior to the Expiration Date (as set forth in Exhibit B) to the extent that the Options become vested and exercisable in accordance with Exhibit B hereto, and provided that, the Optionee is an employee or an office holder of the Company or any of its Subsidiaries, at all times during the period beginning with the Date of Grant and ending upon the date of exercise and subject to the termination provisions detailed in subsection (h) through (k) in section 6.3 of the Plan.
- 3.2. Options may be exercised only to purchase whole Shares, and in no case may a fraction of a Share be purchased. If any fractional Share would be deliverable upon exercise, such fraction shall be rounded up one-half or less, or otherwise rounded down, to the nearest whole number.
- 3.3. **Detrimental Activity.** For purposes of this Agreement, Detrimental Activity shall have the meaning set forth in the Plan. In the event that the Optionee engages in Detrimental Activity prior to any exercise of Options, such Options shall thereupon terminate and expire. As a condition of the exercise of Options, the Optionee shall be required to certify (or shall be deemed to have certified) at the time of exercise in a manner acceptable to the Company that he is in compliance with the terms and conditions of the Plan and that the Optionee has not engaged in, and does not intend to engage in, any Detrimental Activity. In the event the Optionee engages in Detrimental Activity during the one year period commencing on the later of the date the Options are exercised or become vested, the Company shall be entitled to recover from the Optionee at any time within one year after such exercise or vesting, and the Optionee shall pay over to the Company, an amount equal to any gain realized as a result of the exercise (whether at the time of exercise or thereafter).

4. Vesting; Exercise Period

- 4.1. Subject to the provisions of the Plan, Options shall vest and become exercisable according to the vesting schedule and acceleration provisions set forth in Exhibit B hereto.
 - 4.2. As per the rules of the TASE, due to transition to clearing on T+ 1 in shares and convertible securities, no conversion of options shall take place on the effective date to distribution of bonus shares, offering by way of rights, distribution of dividends, capital consolidation, capital split or reduction of capital (each of the above- "Company Event"). Additionally, if the ex day of the Company Event shall occur prior to the effective date of the Company Event, no conversion of options shall take place on the ex day as aforesaid.
 - 4.3. At the expiration of the Exercise Period, all unexercised Options shall become null and void.
-

5. Exercise of Options

- 5.1. Options may be exercised in accordance with the provisions of Section 6.3(f) of the Plan.
- 5.2. In order for the Company to issue Shares upon the exercise of any of the Options, the Optionee hereby agrees to sign any and all documents required by any applicable law and/or by the Company's Articles of Association.
- 5.3. The Company shall not be obligated to issue any Shares upon the exercise of Options if such issuance, in the opinion of the Company, might constitute a violation by the Company of any provision of law.

6. Taxes; Indemnification

- 6.1. Any tax consequences arising from the grant or exercise of any Option, from the payment for Shares covered thereby or from any other event or act (of the Company and/or its Subsidiaries, or the Optionee), hereunder, shall be borne solely by the Optionee. The Company and/or its Subsidiaries shall withhold taxes according to the requirements under the applicable laws, rules, and regulations, including withholding taxes at source. Furthermore, the Optionee hereby agrees to indemnify the Company and/or its Subsidiaries and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to the Optionee.
 - 6.2. The Optionee will not be entitled to receive from the Company any Shares allocated or issued upon the exercise of Options prior to the full payments of the Optionee's tax liabilities arising from Options which were granted to him and/or Shares issued upon the exercise of Options.
 - 6.3. The Optionee acknowledges that the Company (a) makes no representations or undertakings regarding the tax treatment with any aspect of the Options, including the grant, vesting, or exercise of the Options, the subsequent sale of Shares acquired under the Plan and the receipt of dividends, if any; and (b) does not commit to and is under no obligation to structure the terms of the Options or any aspect of the Options to reduce or eliminate Optionee's tax liability, or achieve any particular tax result. Further, if Optionee has become subject to tax in more than one jurisdiction between the date of grant and the date of any relevant taxable event, Optionee acknowledges that the Company may be required to withhold tax in more than one jurisdiction.
 - 6.4. Without limitation of the foregoing, with respect to ISO and NQSO, there is no guarantee that the IRS will determine that the Exercise Price of these Options represent the fair market value thereof as of the Date of Grant in compliance with the requirements of Section 409A of the Code. If the IRS determines that the Exercise Price is less than such fair market value it could result in adverse tax consequences to Optionee.
 - 6.5. In case of ISO, adjustments made pursuant to the Plan with respect to ISO could constitute a "modification" of such ISO (as that term is defined in Section 424(h) of the Code) or could cause adverse tax consequences for the Optionee and the Optionee should consult with his or her tax advisor regarding the consequences of such "modification" on his or her income tax treatment with respect to the ISO.
 - 6.6. The receipt of the Options and the acquisition of the Shares to be issued upon the exercise of the Options may result in tax consequences. THE OPTIONEE IS ADVISED TO CONSULT A TAX ADVISER WITH RESPECT TO THE TAX CONSEQUENCES OF RECEIVING OR EXERCISING THE OPTIONS OR DISPOSING OF THE SHARES.
 - 6.7. If any of the Shares issued under Optionee's Options that designated as Incentive Stock Options are disposed of prior to the date which is either (i) two years after the date of grant of such incentive Stock Options or (ii) one year after the Optionee acquired his shares by exercising his Incentive Stock Options, then the Optionee, immediately prior to the disposition, shall promptly notify the Company in writing of the date and terms of the disposition and shall provide such other information regarding the disposition as the Company may reasonably require.
-

7. **Miscellaneous**

- 7.1. **No Guarantee of Continued Service.** Neither this Agreement nor the grant of any Options shall give the Optionee any right with respect to continuance of employment, consultancy or directorship by the Company or any Subsidiary, nor shall they be a limitation in any way on the right of the Company or any Subsidiary by which an employee is employed or a Consultant or Non-Employee Director is retained to terminate his or her employment, consultancy or directorship at any time.
- 7.2. **Plan Governs.** This Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Agreement and one or more provisions of the Plan, the provisions of the Plan will govern.
- 7.3. **Entire Agreement.** Subject to the provisions of the Plan, to which this Agreement is subject, this Agreement, together with the exhibits hereto, constitute the entire agreement between the Optionee and the Company with respect to Options granted hereunder, and supersedes all prior agreements, understandings and arrangements, oral or written, between the Optionee and the Company with respect to the subject matter hereof.
- 7.4. **Failure to Enforce - Not a Waiver.** The failure of any party to enforce at any time any provisions of this Agreement or the Plan shall in no way be construed to be a waiver of such provision or of any other provision hereof.
- 7.5. **Binding Effect.** The Plan and this Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereof.
- 7.6. **Governing Law.** This Agreement and actions taken in connection herewith shall be governed and construed in accordance with the laws of Israel (regardless of the law that might otherwise govern under applicable Israeli principles of conflict of laws).
- 7.7. **Notices.** All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by registered mail or delivered by email or facsimile with written confirmation of receipt to the Optionee and/or to the Company at the addresses shown on the letterhead above, or at such other place as the Company may designate by written notice to the Optionee. The Optionee is responsible for notifying the Company in writing of any change in the Optionee's address, and the Company shall be deemed to have complied with any obligation to provide the Optionee with notice by sending such notice to the address indicated below.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

TAT TECHNOLOGIES LTD.

Exhibit A **TAT TECHNOLOGIES LTD 2012 STOCK OPTION PLAN**

Exhibit B: **Terms of the Option**

EXHIBIT B

TERMS OF THE OPTION

Name of the Optionee:

Date of Grant:

Designation:

ISO / ☐ NQSO

- 1. Number of Options granted:
- 2. Exercise Price Per Share:
- 3. Vesting:
- 4. Expiration Date:

TAT Technologies Ltd.

נשיץ ברנדס אמיר
NASCHITZ BRANDES AMIR

NASCHITZ, BRANDES, AMIR & CO., ADVOCATES
5 TUVAL STREET, TEL-AVIV 6789717 ISRAEL
TEL. +972-3-623-5000 FAX. +972-3-623-5005

HAIFA OFFICE: 16 PAL-YAM AVE., HAIFA 3309523 ISRAEL
TEL. +972-4-864-4433 FAX. +972-4-864-4833

WWW.NBLAW.COM

Tel-Aviv, November 13, 2018

TAT Technologies Ltd.
P.O. BOX 80,
Gedera 70750 Israel

Ladies and Gentlemen:

We refer to the Registration Statement on Form S-8 (the "Registration Statement") to be filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended, on behalf of TAT Technologies Ltd., a company organized under the laws of the State of Israel (the "Company"), relating to 300,000 of the Company's Ordinary Shares, par value NIS 0.90 per share (the "Shares"), issuable under the Company's amended and restated 2012 Stock Option Plan (the "Plan").

As Israeli counsel to the Company, we have examined such corporate records, certificates and other documents, and such questions of law, as we have considered necessary or appropriate for the purpose of our opinion. Upon the basis of such examination, we are of the opinion that, the Shares, when issued and sold pursuant to the terms of the Plan and the grants thereunder, will be legally and validly issued, fully paid and non-assessable.

The opinion expressed herein is limited to Israeli law, and we do not express any opinion as to the laws of any other jurisdiction.

We consent to the filing of this opinion as an exhibit to the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended.

Very truly yours,

/s/ Naschitz, Brandes, Amir & Co., Advocates



CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated April 24, 2018 relating to the financial statements, which appears in TAT Technologies Ltd.'s Annual Report on Form 20-F for the year ended December 31, 2017.

Tel-Aviv, Israel
November 13, 2018

/s/ Kesselman & Kesselman
Certified Public Accountants (Isr.)
A member firm of PricewaterhouseCoopers International Limited

POWERS OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Igal Zamir and Ehud Ben-Yair, and each of them severally, his true and lawful attorney-in-fact, and agent each with power to act with or without the other, and with full power of substitution and resubstitution, to execute in the name of such person below, the Registration Statement on Form S-8 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and any and all amendments to said Registration Statement (including post-effective amendments), granting unto said attorneys, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as each of them might or could do in person, and hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue of this Power of Attorney. This power of attorney may be executed in counterparts and all capacities to sign any and all amendments.

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

<u>Signature</u>	<u>Title</u>
/s/ Igal Zamir Igal Zamir	Chief Executive Officer (Principal Executive Officer)
/s/ Ehud Ben-Yair Ehud Ben-Yair	Chief Financial Officer (Principal Financial and Accounting Officer)
/s/ Amos Malka Amos Malka	Director
/s/ Ron Ben Haim Ron Ben Haim	Director
/s/ Ami Boehm Ami Boehm	Director
/s/ Dafna Gruber Dafna Gruber	Director
/s/ Aviram Halevi Aviram Halevi	Director
/s/ Avi Shani Avi Shani	Director
